
Courtesy of PSA CORPORATION LIMITED

PROSPECTUS DATED 18 JULY 2005

mapletree logisticstrust

(a unit trust constituted on 5 July 2004 under the laws of the Republic of Singapore)

Offering of 310,877,000 Units

(Subject to the Over-allotment Option)

Offering Price Range: S$0.63 to S$0.68 per Unit

Mapletree Logistics Trust Management Ltd., as manager (the "Manager") of Mapletree Logistics Trust ("MLT"), is making an offering (the "Offering") of 310,877,000 units representing undivided interests in MLT ("Units") for subscription at the offering price (the "Offering Price") of between S$0.63 and S$0.68 (the "Offering Price Range") for each Unit. The Offering consists of (i) an international placement to investors, including institutional and other investors in Singapore (the "Placement Tranche") and (ii) an offering to the public in Singapore (the "Public Offer") of which 17,697,000 Units (the "Mapletree Reserved Units") will be reserved for subscription by the directors, management, employees and business associates of Mapletree Investments Pte Ltd (the "Sponsor") and its subsidiaries. The minimum size of the Public Offer will be 30,000,000 Units. The Offering is fully underwritten by DBS Bank Ltd ("DBS Bank") and UBS AG, acting through its business group, UBS Investment Bank ("UBS" and together with DBS Bank, the "Underwriters"), at the Offering Price.

Separate from the Offering, the vendors of certain of the Properties (as defined herein) (the "Investing Vendors") have each entered into subscription agreements with the Manager to subscribe for an aggregate of 24,998,000 Units (the "Mapletree Partnership Units") at the Offering Price, conditional upon the Manager, the Sponsor, Sienna Pte. Ltd. ("SPL") and the Underwriters entering into the underwriting agreement in connection with the Offering (the "Underwriting Agreement") and the Underwriting Agreement not having been terminated pursuant to its terms on or prior to the close of the Application List (as defined herein).

Also separate from the Offering, 46,500,000 Units (the "Sienna Units") will be placed to SPL, a wholly owned subsidiary of the Sponsor, to be lent to the Underwriters to cover the over-allotment of Units (if any).

Prior to the Offering, there has been no market for the Units. The Offering will be by way of an initial public offering in Singapore. 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 all the Units comprised in the Offering, the Mapletree Partnership Units, the Sienna Units, the two Units subscribed by Mapletree Logistics Properties Pte. Ltd. ("MLPPL"), a wholly owned subsidiary of the Sponsor, upon the establishment of MLT, the 163,924,998 Units (the "Mapletree Sponsor Units") to be issued to MLPPL and Mangrove Pte. Ltd. ("MPL") as part repayment of certain loans granted to MLT (see "Ownership of the Units") as well as all the Units which may be issued to the Manager from time to time in full or part payment of the Manager's fees. Such permission will be granted when MLT 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, 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 MLT, the Manager, the Sponsor, the Underwriters, HSBC Institutional Trust Services (Singapore) Limited, as trustee of MLT (the "Trustee"), and SPL.

MLT 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. MLT's eligibility to list on the Main Board of the SGX-ST is not an indication of the merits of the Offering, the Units, MLT or the Manager. 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, the Units, MLT or the Manager.

Investors who are members of the Central Provident Fund ("CPF") in Singapore may use their CPF Ordinary Account savings to purchase or subscribe for Units as an investment included under the CPF Investment Scheme — Ordinary Account. CPF members are allowed to invest up to 35.0% of the Investible Savings (as defined herein) in their CPF Ordinary Accounts to purchase or subscribe for the Units.

The collective investment scheme offered in this Prospectus is an authorised scheme 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 "MAS"). The MAS assumes no responsibility for the contents of this Prospectus. Lodgment with, or registration by, the MAS of this Prospectus does not imply that the Securities and Futures Act or any other legal or regulatory requirements have been complied with. The MAS has not, in any way, considered the investment merits of the collective investment scheme. The date of registration of this Prospectus with the MAS is 18 July 2005. This Prospectus will expire on 17 July 2006 (12 months after the date of the registration).

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.

See "Risk Factors" commencing on page 32 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 Sponsor, the Underwriters, the Trustee or SPL guarantees the performance of MLT, the repayment of capital or the payment of a particular return on the Units.

Investors applying for Units by way of Application Forms or Electronic Applications (both as referred to in Appendix VI, "Terms, Conditions and Procedures for Application for and Acceptance of the Offering Units in Singapore") in the Public Offer will pay the maximum subscription price of the Offering Price Range of S$0.68 per Unit 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, (ii) if the Offering does not proceed for any reason, or (iii) if the Offering Price is less than the maximum subscription price for each Unit. The Offering Price of between S$0.63 and S$0.68 will be determined, following a book-building process by agreement between the Underwriters and the Manager on a date currently expected to be 22 July 2005 (the "Price Determination Date"), which date is subject to change. Notice of the actual Offering Price will be published in one or more major Singapore newspapers such as *The Straits Times, The Business Times and Lianhe Zaobao*, not later than two calendar days after the Price Determination Date.

In connection with the Offering, the Underwriters have been granted an over-allotment option (the "Over-allotment Option") by SPL, exercisable by UBS (the "Stabilising Manager"), in consultation with the other Underwriter, in full or in part, within 30 days from the Listing Date, to purchase up to an aggregate of 46,500,000 Units at the Offering Price from SPL, solely to cover the over-allotment of Units (if any). The total number of Units in issue immediately after the completion of the Offering, including the Mapletree Sponsor Units, the Sienna Units and the Mapletree Partnership Units, will be 546,300,000 Units. The exercise of the Over-allotment Option will not increase the total number of Units in issue.

The Units have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")). The Units are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

OFFER FOR SUBSCRIPTION BY

Mapletree Logistics Trust Management Ltd.

A member of:

mapletree
shaping & sharing

Joint Financial Advisers, Underwriters and Bookrunners

DBS   UBS Investment Bank

Co-Lead Manager and Sub-Underwriter

CIMB-GK Securities Pte. Ltd.

Introducing the logistics REIT in Singapore

Forecast yield of

This overview section is qualified in its entirety by, and should be read in conjunction with, the full text of this Prospectus. Words and expressions not defined herein have the same meaning as in the main body of this Prospectus unless the context requires otherwise. Meanings of capitalised terms may be found in the Glossary of this Prospectus.

MLT is Singapore's first Asia-focused logistics real estate investment trust ("REIT"). Its principal investment strategy is to invest, directly or indirectly, in a diversified portfolio of income-producing real estate which is used for logistics purposes, whether wholly or partially, and real estate-related assets. MLT's initial portfolio of the 15 Properties, valued at S$422.0 million as at 31 May 2005, are all located in Singapore. However, as MLT's investment strategy is regional in scope, the Manager envisages investments across the Asia-Pacific region, including Singapore, Malaysia, the PRC, Hong Kong, Thailand, Vietnam, India, Indonesia, the Philippines, South Korea and Japan.

MLT offers investors the chance to benefit from the growing logistics sector while enjoying stable and regular distributions. MLT is sponsored by Mapletree Investments Pte Ltd, a leading real estate company in Singapore, and is managed by an experienced and professional team.

See "Summary - Overview of MLT - The First Asia-Focused Logistics REIT in Singapore", "Summary - Key Investment Highlights of MLT" and "Strategy" in this Prospectus.

[1] The forecast yields above are based on annualised figures for the five months from 1 August 2005 to 31 December 2005, and are calculated based on the maximum and minimum subscription prices of the Offering Price Range. Such yields will vary accordingly for investors who purchase Units in the secondary market at a market price that differs from the maximum and minimum subscription prices of the Offering Price Range. See "Profit Forecast and Profit Projection" in this Prospectus and the assumptions therein.

[2] For individuals (irrespective of nationality) who hold Units as investment assets and not through a Singapore partnership.

first Asia-focused ... sharing Asia's growth.

6.0%-6.3%[1] tax-free[2]

BENEFIT FROM THE GROWING ASIA-PACIFIC LOGISTICS SECTOR

- **The Asia-Pacific region is expected to lead the growth of the global logistics industry with an estimated compound annual growth rate (CAGR) of total expenditure incurred of 12.6% from 2005 to 2009 (both years inclusive).**

- **The transfer of global manufacturing capacity to the PRC and India at increasing rates elevates the importance of these countries and their surrounding regions in global trade.**

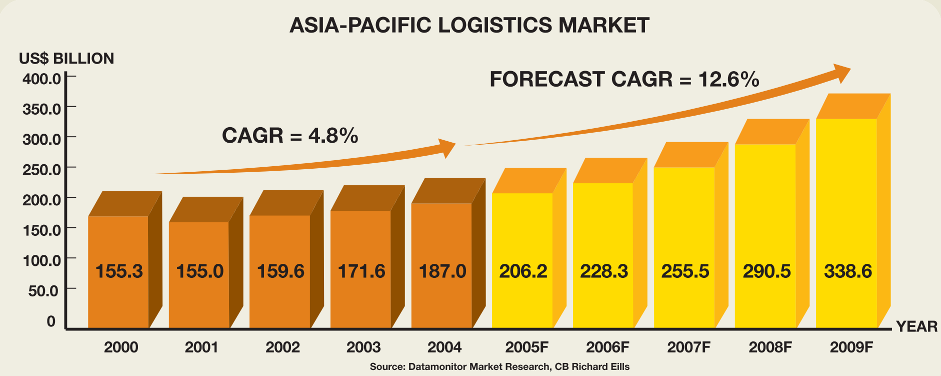
- **As Asia is increasingly becoming a more important manufacturing and consumer market, the increased outsourcing of logistics businesses to third party logistics service providers should result in a demand for added physical infrastructure services in Asia to support such third party logistics service providers.**

- **In Singapore, proactive government policies and initiatives will further strengthen the country's position as a leading global logistics hub and supply chain management nerve centre in Asia.**

COMPOUND ANNUAL GROWTH RATE OF TOTAL EXPENDITURE INCURRED

	Between 2000 and 2004 (both years inclusive) (actual %)	Between 2005 and 2009 (both years inclusive) (projected %)
Asia-Pacific	4.8	12.6
Global (ex-Asia-Pacific)	3.6	3.2

Source: Datamonitor Market Research, CB Richard Eills



Source: Datamonitor Market Research, CB Richard Eills

STABLE DISTRIBUTIONS WITH GROWTH POTENTIAL

✔ Stable Distributions

- **MLT aims to provide stable distributions to its Unitholders. MLT will distribute 100.0% of its taxable income and tax-exempt income (if any) for the period commencing from the Listing Date to 31 December 2006.**

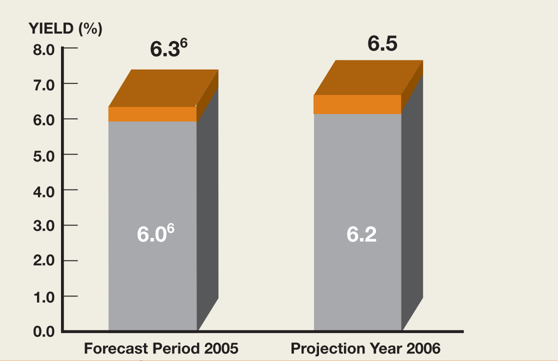
- **Distributions will be paid on a quarterly basis for the three-month period ending 31 March, 30 June, 30 September and 31 December each year.**

✔ Tax Transparency and an Attractive Regulatory Environment

- **MLT enjoys tax transparency, and distributions made to individuals are generally exempt from Singapore income tax regardless of their nationality or tax residence status.**

- **MLT is also expected to benefit from cost savings arising from the remission of stamp duty in relation to instruments executed for the purposes of its future property acquisitions in Singapore, during the period from 18 February 2005 to 17 February 2010, as announced in the 2005 Budget.**

FORECAST AND PROJECTED DISTRIBUTION YIELD[4]



Offering Price (per Unit)	Distribution Yield[4]	
	Forecast Period 2005 (Five months from 1 August 2005 to 31 December 2005)[6]	Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)
S$0.68	6.0%	6.2%
S$0.63	6.3%	6.5%

[4] Based on the assumptions set out in this Prospectus.

[5] Based on an offering price of S$0.68 per Unit.

[6] Annualised figure for the five months from 1 August 2005 to 31 December 2005.

REGIONAL INVESTMENT STRATEGY

✔ Acquisition Growth through Regional Investments

- The Manager envisages long-term investments across the Asia-Pacific region, including Singapore, Malaysia, the PRC, Hong Kong, Thailand, Vietnam, India, Indonesia, the Philippines, South Korea and Japan.
- The Manager will source and acquire assets that will enhance returns to Unitholders through distribution yield accretion, and through the potential for future earnings and capital growth.
- Fragmented ownership of logistics properties provides an ample pool of properties for MLT to acquire.
- A "follow-the-client" strategy has been adopted to support its existing tenants as they expand their operations in the Asia-Pacific region.

✔ Organic Growth through Active Asset Management

- The Manager plans to meet its objective of increasing the yields and maximising the returns from MLT's property portfolio through the following:
  - providing tenants with value-added property-related services;
  - attracting new tenants and exploring expansion needs of existing tenants;
  - carrying out asset enhancement works where appropriate;
  - minimising Property Expenses; and
  - actively managing lease renewals and new leases.

✔ Capital and Risk Management

- The Manager intends to use a combination of debt and equity to fund future acquisitions and asset enhancement works at MLT's properties.
- Interest rate, swap contracts and/or fixed rate borrowings will be utilised, where appropriate, to manage the risk of potential interest rate volatility.

STRONG SUPPORT FROM THE SPONSOR

- The Sponsor is a leading real estate company in Singapore with an asset base of approximately S$2.6 billion as at 31 March 2005, comprising office, logistics, industrial, hi-tech industrial and retail/lifestyle properties.
- The Sponsor will provide support through its regional presence and network of relationships with clients, developers and government agencies. The Sponsor has also granted MLT the right of first refusal over logistics properties offered for sale by or to the Sponsor or its subsidiaries, thus procuring continuous growth for MLT through the provision of acquisition pipelines for properties in Singapore and where possible, the Asia-Pacific region.
- To supplement the pipeline creation, in countries where the quality and quantity of logistics assets are not sufficient, the Sponsor will undertake the development, marketing and leasing of such assets, including build-to-suit logistics facilities and logistics parks.
- The Sponsor will continue to support the growth of MLT by developing and warehousing assets that fit within MLT's investment strategy for asset enhancement or until yields become accretive.
- The Sponsor has already received acceptances of its offers for, and in some cases completed acquisitions of, 11 properties in Singapore, Malaysia and Hong Kong, for potential aquisition by MLT.

EXPERIENCED AND PROFESSIONAL MANAGEMENT

- The Manager has a professional team with experience in fund and asset management in Singapore and regional logistics property markets. The executive officers of the Manager have demonstrated the ability to source for and complete acquisitions of real estate assets used for logistics purposes, having been actively involved in the acquisitions of 12 of the Properties from third party vendors over the year preceding the Listing Date.

THE PROPERTIES[7]

MLT's initial portfolio will comprise the 15 Propertie approximately 792,884.6 sq m of total Lettable A See "Business and Properties" in this Prospectus

FTZ THIRD PARTY LOGISTICS PROPERTIES

1 70 ALPS AVENUE

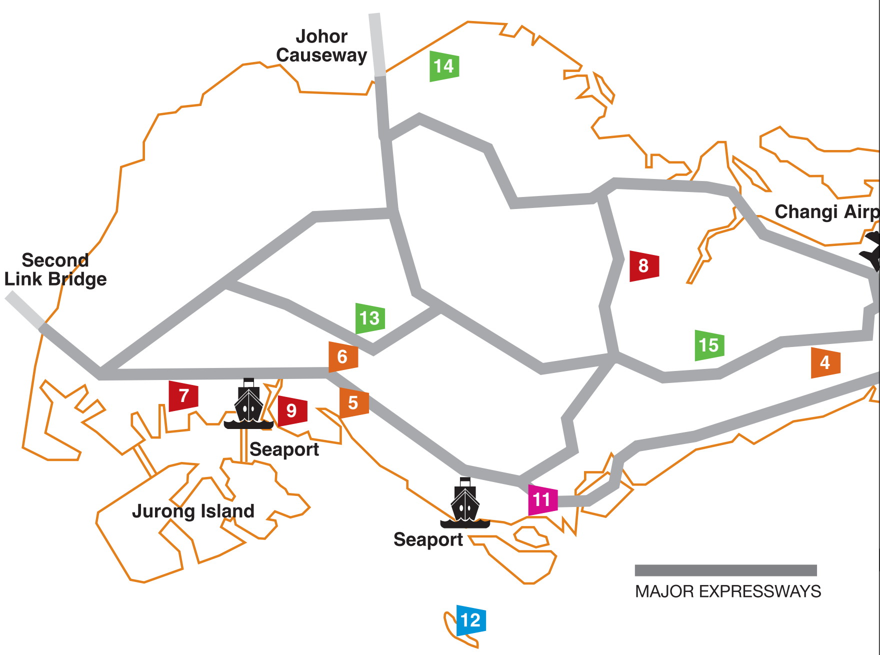
- Lettable Area: 21,407.9 sq m
- Occupancy: 100.0%
- Appraised Value: S$36.5 million

2 60 ALPS AVENUE

- Lettable Area: 12,674.0 sq m
- Occupancy: 100.0%
- Appraised Value: S$20.0 million

3 61 ALPS AVENUE

- Lettable Area: 12,388.0 sq m
- Occupancy: 100.0%
- Appraised Value: S$20.0 million



NON-FTZ THIRD PARTY LOGISTICS PROPERTIES

4 6 CHANGI SOUTH LANE

- Lettable Area: 14,523.9 sq m
- Occupancy: 100.0%
- Appraised Value: S$13.5 million

5 TIC TECH CENTRE

- Lettable Area: 30,758.0 sq m
- Occupancy: 90.5%
- Appraised Value: S$52.5 million

6 LIFUNG CENTRE

- Lettable Area: 23,628.6 sq m
- Occupancy: 100.0%
- Appraised Value: S$24.5 million

DISTRIBUTION CENTRE PROPERTIES

7 21/23 BENOI SECTOR

- Lettable Area[8]: 22,519.0 sq m
- Occupancy: 100.0%
- Appraised Value: S$27.5 million

8 BAN TECK HAN BUILDING

- Lettable Area[9]: 14,693.7 sq m
- Occupancy: 100.0%
- Appraised Value: S$21.0 million

9 TENTAT DISTRICENTRE

- Lettable Area: 13,397.0 sq m
- Occupancy: 100.0%
- Appraised Value: S$16.5 million

[7] The details on Lettable Area, occupancy and Appraised Value are based on information available as of 31 May 2005.

[8] This includes the Lettable Area of the new single-storey warehouse (Block F) which was completed in May 2005.

[9] This excludes the floor area of the mezzanine floor added to level 4 of the building on the Property, which is in the course of being regularised.

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FOOD AND COLD STORAGE LOGISTICS PROPERTIES

10 CIAS FLIGHT KITCHEN

- Lettable Area: 22,135.8 sq m (land only)
- Occupancy: 100.0%
- Appraised Value: S$19.0 million

11 201 KEPPEL ROAD

- Lettable Area[10]: 58,698.4 sq m
- Occupancy: 100.0%
- Appraised Value: S$26.5 million

OIL AND CHEMICAL LOGISTICS PROPERTY

12 PULAU SEBAROK

- Land Area: 501,905.9 sq m (land and foreshore areas)
- Occupancy: 93.3% (vacant land-33,865.9 sq m)
- Appraised Value: S$91.0 million

INDUSTRIAL WAREHOUSING PROPERTIES

13 531 BUKIT BATOK STREET 23

- Lettable Area: 18,871.0 sq m
- Occupancy: 100.0%
- Appraised Value: S$22.5 million

14 KLW INDUSTRIAL BUILDING

- Lettable Area: 14,970.9 sq m
- Occupancy: 100.0%
- Appraised Value: S$17.0 million

15 11 TAI SENG LINK

- Lettable Area: 10,312.5 sq m
- Occupancy: 100.0%
- Appraised Value: S$14.0 million

[10] This includes the land area of 16,784.4 sq m.

[11] As at 31 March 2005

COMPETITIVE STRENGTHS OF THE PROPERTIES

✔ High Quality Tenant Base

MLT's initial portfolio of Properties includes the local operating arms of leading multi-national logistics service providers and supply chain management operators and companies listed on the Main Board of the SGX-ST. These include:

Local operating arms of leading multi-national logistics service providers:

- UPS SCS (Singapore) Pte. Ltd.
- Menlo Worldwide Asia-Pacific Pte Ltd
- Expeditors Singapore Pte Ltd
- Vopak Terminals Singapore Pte Ltd
- DHL Danzas Warehousing & Distribution (Singapore) Pte Ltd
- Kuehne & Nagel Pte Ltd
- IDS Logistics Services Pte Ltd

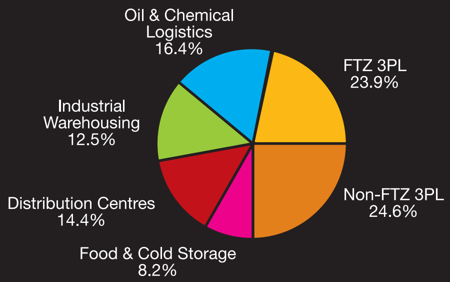
Singapore-listed companies, such as:

- Teckwah Industrial Corporation Ltd
- Armstrong Industrial Corporation Limited
- Singapore Petroleum Company Limited

✔ Diversified Tenant Trade Sectors

The tenants of the Properties operate in diverse trade sectors within the logistics industry, which include third party logistics services, distribution centres, oil and chemical logistics services, food and cold storage services and industrial warehousing. No more than 24.6% of Gross Revenue for the month ended 31 May 2005 would have been generated from tenants in any one trade sector. Such diversification is expected to enhance the ability of MLT to provide Unitholders with stable income distributions.

Gross Revenue Contribution by Tenant Trade Sector
(for the month ended 31 May 2005)



✔ Strategic Locations

Most of the Properties are strategically located in close proximity to the Changi Airport or the seaports and in industrial estates, are supported by excellent infrastructure and arterial road networks, which enhance their attractiveness to both existing and potential tenants.

✔ High Occupancy Rates

The Properties have a weighted average occupancy rate (by Lettable Area) of approximately 95.2%[7], which is higher than that of the average occupancy rate for the warehousing sector in Singapore of approximately 86.2%[11].

✔ Long Average Lease Duration and Land Leasehold

The weighted average lease term to expiry (by Gross Revenue) of the tenancies in the Properties is approximately 9.1 years[7]. The weighted average unexpired lease term (including the period covered by the relevant options to renew) for the underlying land (by land area) for all the Properties is approximately 60.3 years[7].

✔ Low Capital Expenditure Requirements

Nine of the initial 15 Properties are leased on terms under which the tenant is responsible for the maintenance of the building(s) for the duration of the lease. This will help minimise the capital expenditure requirements of the Properties.

Mapletree Logistics Trust at a Glance

1. **Benefit from the growing Asia-Pacific logistics sector**
   - The total expenditure incurred by the Asia-Pacific logistics market[12] was approximately US$187.0 billion comprising 35.5% of the total expenditure incurred by the global logistics market in 2004.
   - The CAGR of the Asia-Pacific logistics industry is estimated to be 12.6% for 2005 to 2009 (both years inclusive), which is significantly higher than the global (ex-Asia-Pacific) CAGR of 3.2%.
   - The Singapore Government's negotiation of free trade agreements and budget initiatives will further improve Singapore's competitiveness in the logistics industry.
   - The trend towards outsourcing of logistics businesses to third party logistics service providers should result in a demand for added physical infrastructure services in Asia.

2. **Stable distributions with growth potential**
   - MLT offers stable quarterly distributions.
   - MLT operates in an attractive regulatory environment.

3. **Regional investment strategy**
   - Fragmented ownership of logistics properties will provide an ample pool of properties for MLT to acquire.
   - The "follow-the-client" strategy will allow MLT to support its existing tenants as they expand their operations in the Asia-Pacific region.

4. **Strong support from the Sponsor**
   - The Sponsor offers support through its regional presence and network of relationships with clients, developers and government agencies.
   - The Sponsor has the ability to develop and warehouse assets that fit within MLT's investment strategy, which will then be offered to MLT for acquisition.
   - The Sponsor has also received acceptances of its offers for, and in some cases completed acquisitions of, 11 properties in Singapore, Malaysia and Hong Kong, for potential acquisition by MLT.
   - MLT has been granted the right of first refusal by the Sponsor over logistics properties offered for sale by or to the Sponsor or its subsidiaries.

5. **Experienced and professional management**
   - The Manager has a professional team with experience in fund and asset management in Singapore and regional logistics property markets.
   - The executive officers of the Manager have demonstrated the ability to source for and complete acquisitions of logistics real estate properties, having acquired 12 of the Properties from third party vendors over the year preceding the Listing Date.

INDICATIVE TIMETABLE

An indicative timetable for the Offering and for trading in the Units is set out below:

Date and Time	Event
19 July 2005, 8.00 a.m.	Opening date and time for the Offering
22 July 2005, 8.00 a.m.	Closing date and time for the Offering

Trading in the Units on a "ready" basis is expected to commence at 9.00 a.m. on 28 July 2005 (subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Units on a "ready" basis have been fulfilled). See also "Indicative Timetable" in this Prospectus.

[12] According to Datamonitor Market Research, the logistics market is composed of all expenditure from the transportation, distribution and management of the retail, consumer electronics, automotive, hi-tech and pharmaceutical sectors. This total expenditure includes cost incurred in-house as well as those which are outsourced to an external party.

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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee or SPL. Neither the delivery of this Prospectus nor any offer, subscription, sale or transfer made hereunder shall in the circumstances imply that the information herein is correct as of any date subsequent to the date hereof or constitute a representation that there has been no change or development reasonably likely to involve a material adverse change in the affairs, conditions and prospects of MLT, the Units, the Manager or SPL since the date hereof. 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, the Manager will make an announcement of the same to the SGX-ST and, if required, issue and lodge a supplementary document or replacement document pursuant to Section 298 of the Securities and Futures Act and take immediate steps to comply with the said Section 298. Investors should take notice of such announcements and documents and upon release of such announcements and documents shall be deemed to have notice of such changes. No representation, warranty or covenant, express or implied, is made by any of MLT, the Manager, the Sponsor, the Underwriters, the Trustee or SPL or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers as to the accuracy or completeness of the information contained herein, and nothing contained in this Prospectus is, or shall be relied upon as, a promise, representation or covenant by any of MLT, the Manager, the Sponsor, the Underwriters, the Trustee or SPL or their respective affiliates, directors, officers, employees, agents, representatives or advisers.

None of MLT, the Manager, the Sponsor, the Underwriters, the Trustee and SPL or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers makes any representation or undertaking to any purchaser or subscriber of Units regarding the legality of an investment by such purchaser or subscriber of Units under appropriate legal, investment or similar laws. In addition, this Prospectus is issued solely for the purpose of the Offering and investors in the Units should not construe the contents of this Prospectus as legal, business, financial or tax advice. Investors should be aware that they are required to bear the financial risks of an investment in the Units, and may be required to do so for an indefinite period of time. Investors should consult their own 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, from:

DBS Bank Ltd
6 Shenton Way
DBS Building Tower One
Singapore 068809

UBS AG, acting through its business group, UBS Investment Bank
5 Temasek Boulevard
#18-00 Suntec Tower Five
Singapore 038985

as well as from branches of DBS Bank (including POSB) and, where applicable, from certain members of 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. MLT, the Manager, the Sponsor, the Underwriters, the Trustee and SPL 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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee and SPL. This Prospectus does not constitute 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. Persons to whom a copy of this Prospectus has been issued 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 may, in consultation with the other Underwriter, 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. 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 Securities and Futures Act and any regulations thereunder. Such transactions, 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 of the Units on the SGX-ST or (ii) the date when the over-allotment of the Units which are the subject of the Over-allotment Option has been fully covered (through the purchase of the Units on the SGX-ST and/or the exercise of the Over-allotment Option by the Stabilising Manager, on behalf of itself and the other Underwriter).

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 MLT or the Manager, 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 MLT or the Manager will operate in the future. As these statements and financial information reflect the Manager's current views 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.

Among the important factors that could cause MLT's or the Manager's actual results, performance or achievements to differ materially from those in the forward-looking statements and financial information are the condition of, and changes in, the domestic, regional and global economies that result in reduced occupancy or rental rates for MLT's properties, changes in government laws and regulations affecting MLT, competition in the Singapore property market and the property markets elsewhere in the Asia-Pacific region in which MLT may invest, currency exchange rates, interest rates, relations with service providers, relations with lenders and the quality of tenants and 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 of 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 Manager's expectations 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 regulatory or supervisory body or agency.

CERTAIN DEFINED TERMS AND CONVENTIONS

MLT will publish its financial statements in Singapore dollars. In this Prospectus, references to "S$" or "Singapore dollars" are to the lawful currency of the Republic of Singapore and references to "US$" and "US dollars" are to the lawful currency of the United States of America.

Capitalised terms used in this Prospectus shall have the meanings set out in the Glossary.

This Prospectus contains certain information with respect to the trade sectors of MLT's tenants. The Manager has determined the trade sectors in which MLT's tenants are primarily involved based upon the Manager's general understanding of the business activities conducted by such tenants of the premises occupied by them. The Manager's knowledge of the business activities of MLT's tenants is necessarily limited and such tenants may conduct business activities that are in addition to, or different from, those shown herein.

Unless otherwise indicated, data relating to the financial performance of MLT as at or for the month ended 31 May 2005 is pro forma data and has been derived based on the assumptions that (i) all the Properties had been acquired by MLT on 1 May 2005 and (ii) all the Properties had been generating revenue for MLT from 1 May 2005 to 31 May 2005 (both dates inclusive), and computed based on the rental rates applicable for the month ended 31 May 2005 in respect of those Properties already acquired by MLT as at 1 May 2005, and, in respect of those Properties not yet acquired by MLT as at 1 May 2005, the rental rates which are or will be applicable upon acquisition of such Properties by MLT.

The forecast and projected yields and yield growth are calculated based on the minimum and maximum subscription prices of the Offering Price Range. Such yields and yield growth will vary accordingly for investors who purchase Units in the secondary market at a market price different from the minimum and maximum subscription prices of the Offering Price Range.

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 hectares ("ha") and *vice versa* based on the conversion rate of 1 ha = 10,000 sq m and measurements in square metres 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 "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.

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 included information. 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.

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SUMMARY

The following summary is qualified in its entirety by, and is subject to, the more detailed information contained or referred to elsewhere in this Prospectus. Investing in the Units involves risks. Investors should read this Prospectus in its entirety and, in particular, the sections from which the information in this summary is extracted and ''Risk Factors''. The meanings of terms not defined in this summary can be found in the Glossary or in the Trust Deed. A copy of the Trust Deed can be inspected at the registered office of the Manager.

Statements contained in this summary that are not historical facts may be forward-looking statements. Such statements are based on certain assumptions and are subject to certain risks, uncertainties and assumptions which could cause actual results to differ materially from those forecast or projected (see ''Forward-looking Statements''). In 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 the Manager, the Sponsor, the Underwriters, the Trustee, SPL or any other person or that these results will be achieved or are likely to be achieved.

Overview of MLT — The First Asia-Focused Logistics REIT in Singapore

MLT is a Singapore-based real estate investment trust established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of income-producing real estate which is used for logistics purposes, whether wholly or partially, and real estate-related assets. As used in this Prospectus, the term ''logistics'' refers to the process of planning, implementing and controlling the efficient and effective flow and storage of goods, services and related information from point of origin to point of consumption for the purpose of conforming to customer requirements, and is intended to cover a broad range of uses, including but not limited to, third party logistics (including contract logistics services), supply chain management, distribution, warehousing, transportation, inventory management including oil and chemical storage and cold storage, and food processing and supply.

The initial property portfolio of MLT will comprise 15 properties (the ''Properties'' and each, a ''Property'') which are all located in Singapore. However, MLT's investment strategy is regional in scope and the Manager envisages investments across the Asia-Pacific region, including Singapore, Malaysia, the PRC, Hong Kong, Thailand, Vietnam, India, Indonesia, the Philippines, South Korea and Japan. Such investments may be by way of direct acquisition and ownership of property by MLT or may be effected indirectly through the acquisition and ownership of companies or other legal entities whose primary purpose is to hold or own real estate or real estate-related assets. It is intended that MLT's investments will be for the long-term.

The Manager's key financial objective is to provide Unitholders with a competitive rate of return for their investment by ensuring regular and stable distributions to Unitholders and achieving long-term growth in distributions and net asset value per Unit. The Manager plans to achieve this financial objective through the following strategies:

- **Acquisition Growth Strategy** — This involves sourcing and acquiring assets in Singapore and elsewhere in the Asia-Pacific region that fit within MLT's investment strategy, enhance the returns of Unitholders through distribution yield accretion and through the potential for future earnings and capital growth, and improve the level of portfolio diversification and asset quality.
- **Active Asset Management Strategy** — This involves implementing pro-active measures to improve the returns from MLT's property portfolio. Such measures include prudent control of property outgoings, active leasing and marketing of any vacancies and future lease expiries, programmes for the regular maintenance of building structures, and asset refurbishment and enhancement projects to maintain the competitive positioning of the assets.
- **Capital and Risk Management Strategy** — This involves employing an appropriate mix of debt and equity in the financing of the acquisitions of the Properties and future acquisitions, and utilising interest rate and currency hedging strategies where appropriate to optimise risk adjusted returns to Unitholders.

Key Portfolio Statistics and Details

Colliers International Consultancy & Valuation (Singapore) Pte Ltd (the "Independent Valuer") valued the Properties at S$422.0 million as at 31 May 2005 (see Appendix III, "Independent Property Valuation Summary Report").

The following table sets out certain information with respect to the Properties:

	Lettable Area[7]	Occupancy rate[7]	Gross Revenue for the month ended 31 May 2005		Appraised Value[7]	Percentage of aggregate Appraised Value[7]	Land lease expiry
	(sq m)	(%)	(S$'000)	(%)	(S$ million)	(%)	(Year)
FTZ Third Party Logistics Properties[1]							
70 Alps Avenue	21,407.9	100.0	390	12.1	36.5	8.7	2032
60 Alps Avenue	12,674.0	100.0[8]	199	6.2	20.0	4.7	2031
61 Alps Avenue	12,388.0	100.0[8]	182	5.7	20.0	4.7	2033
Non-FTZ Third Party Logistics Properties[2]							
6 Changi South Lane	14,523.9	100.0[8]	132	4.1	13.5	3.2	2054[11]
TIC Tech Centre	30,758.0	90.5	486	15.0	52.5	12.5	2056[12]
Lifung Centre	23,628.6	100.0[8]	175	5.4	24.5	5.8	2050[13]
Distribution Centre Properties[3]							
21/23 Benoi Sector	22,519.0[9]	100.0[8]	194	6.0	27.5	6.5	2040[14]
Ban Teck Han Building	14,693.7[10]	100.0[8]	136	4.2	21.0	5.0	2056[15]
Tentat Districentre	13,397.0	100.0[8]	135	4.2	16.5	3.9	2026
Food and Cold Storage Logistics Properties[4]							
CIAS Flight Kitchen	22,135.8	100.0[8]	129	4.0	19.0	4.5	2039
201 Keppel Road	58,698.4[16]	100.0[8]	135	4.2	26.5	6.3	2096
Oil and Chemical Logistics Property[5]							
Pulau Sebarok	501,905.9[17]	93.3	526	16.3	91.0	21.6	2071 (land)[18]
Industrial Warehousing Properties[6]							
531 Bukit Batok Street 23	18,871.0	100.0[8]	142	4.4	22.5	5.3	2055[19]
KLW Industrial Building	14,970.9	100.0[8]	150	4.7	17.0	4.0	2054[20]
11 Tai Seng Link	10,312.5	100.0[8]	112	3.5	14.0	3.3	2064[21]
Total/weighted average	792,884.6	95.2	3,223	100.0	422.0	100.0	N.A.

Notes:

(1) These Properties house tenants which use such properties to provide third party logistics services such as management of their customers' inbound freight, customs, warehousing, order fulfilment, distribution and outbound freight and are located in the Airport Logistics Park of Singapore (the "ALPS"), a logistics free trade zone ("FTZ").

(2) These Properties house tenants similar to those in the FTZ Third Party Logistics Properties but are not located in the ALPS.

(3) These Properties are primarily used by their tenants as distribution centres for the finished products of their customers.

(4) These Properties are primarily used by their tenants for the preparation and supply of food.

(5) This Property features large oil storage tanks as well as ancillary buildings and houses tenants who undertake a range of oil and chemical related logistics services for the oil and chemical industry.

(6) These Properties are used by their tenants for ancillary storage of goods in support of their manufacturing activities.

(7) As at 31 May 2005.

(8) The whole of this Property is leased to a single lessee.

(9) This includes the Lettable Area of the new single-storey warehouse (Block F) which was completed in May 2005.

(10) This excludes the floor area of the mezzanine floor added to level 4 of the building on the Property, which is in the course of being regularised.

(11) MLT holds the remainder of a 30 + 30 year lease commencing from 1 January 1995.

(12) MLT holds the remainder of a 30 + 30 year lease commencing from 16 May 1996.

(13) MLT holds the remainder of a 30 + 30 year lease commencing from 1 December 1990.

(14) MLT holds the remainder of a 30 + 30 year lease commencing from 16 February 1980.

(15) MLT holds the remainder of a 30 + 30 year lease commencing from 1 October 1996.

(16) This includes the land area of 16,784.4 sq m.

(17) This comprises the entire land and foreshore areas of Pulau Sebarok.

(18) Apart from the land lease which expires in 2071, Pulau Sebarok also comprises six foreshore leases, each comprising the remainder of a leasehold estate of not more than 30 years commencing from 1 October 1997.

(19) MLT holds the remainder of a 30 + 30 year lease commencing from 1 October 1995.

(20) MLT holds the remainder of a 30 + 30 year lease commencing from 1 May 1994.

(21) MLT holds the remainder of a 30 + 30 year lease commencing from 15 February 2004.

Together, the Properties comprised approximately 792,884.6 sq m of total Lettable Area as at 31 May 2005 and generated an annualised Gross Revenue of S$38.7 million based on Gross Revenue for the month ended 31 May 2005.

Outlook for Logistics Properties

- *Healthy demand in Singapore*

  The Manager believes that there is a healthy demand for logistics properties in Singapore as a result of proactive government policies and initiatives to strengthen Singapore's position as a leading global logistics hub and supply chain management (''SCM'') nerve centre in Asia. Such policies and initiatives include:

  — securing Singapore's status as a hub for air cargo in the region through the establishment of a S$210.0 million ''Air Hub Development Fund'' which provides an incentive scheme to attract new and existing airlines to expand their operations at the Changi Airport. Under this incentive scheme, landing fees for airlines as well as warehouse and office rentals at the Changi Airport and the Seletar Airport have been reduced by 15.0% for three years commencing from 1 January 2003;

  — improving the competitiveness of Singapore exporters with measures such as the ''Bonded Warehouse Scheme'' (which lifts the 80.0% export requirement for qualifying operators) and the ''Approved International Shipping Enterprise Scheme'' (which offers tax breaks on foreign exchange and derivative gains for ship-leasing companies);

  — enhancing infrastructure, *e.g.* by developing information technology capabilities to service new geographical markets in order to attract leading logistics companies to establish or increase their presence in Singapore;

  — investing in logistics as well as SCM training and education to provide the industry with skilled human resources; and

  — ongoing negotiation of free trade agreements with other countries to promote trade and commerce.

- *Opportunities in the Asia-Pacific region*

  The Manager believes that the broader Asia-Pacific region also provides attractive opportunities for investment in logistics properties because of the following factors:

  — the significant and growing 35.5% market share of the Asia-Pacific region in the global logistics industry;

  — the expected gross domestic product (''GDP'') growth rate for the Asia-Pacific region (ex-Japan) in 2006 of approximately 5.5%, which is higher than the expected global GDP growth rate of 3.9% for the same year;

  — the transfer of global manufacturing capacity to the PRC and India at increasing rates, which elevates the importance of these countries and their surrounding regions in global trade; and

  — the increasing infrastructure development across the Asia-Pacific region in countries such as Thailand and the Philippines, which will in turn support growth in industries such as manufacturing and trade.

The above factors are expected to increase demand for logistics properties. Quality and functional logistics properties with good locations are therefore expected to be in demand across the Asia-Pacific region.

Competitive Strengths of the Properties

The Manager believes that the Properties enjoy the following competitive strengths:

- *Strategic locations*

  Most of the Properties are strategically located in close proximity to the Changi Airport or the seaports and are supported by excellent infrastructure and arterial road networks, which enhance their attractiveness to existing and potential tenants.

- *Long average lease duration*

  The weighted average lease term to expiry (by Gross Revenue) of the tenancies in the Properties is approximately 9.1 years as at 31 May 2005. Coupled with the provisions for step-up rents in the leases for 11 of the 15 Properties, Unitholders have the assurance of a stable and growing income.

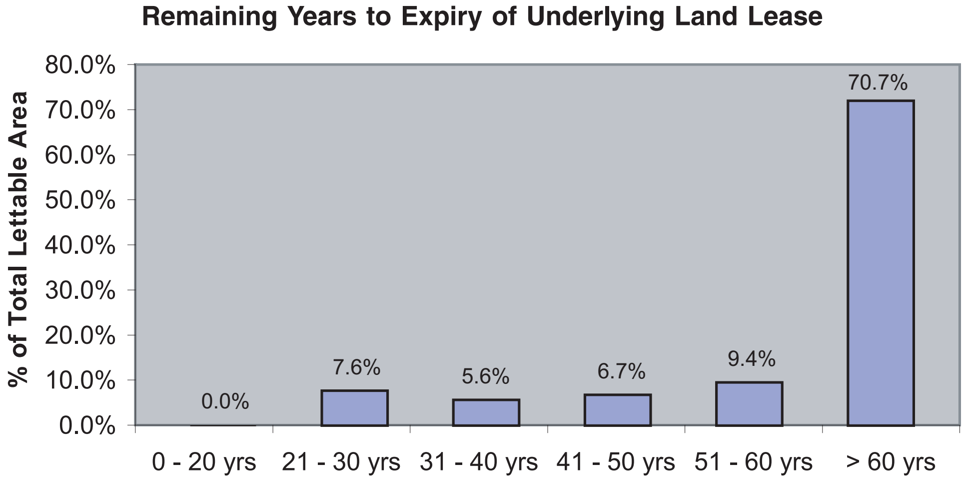
  The lease expiry profile of the Properties is shown in the table below:

Period	Total number of expiring tenancies	Monthly Gross Revenue of expiring tenancies	Expiring tenancies as a percentage of aggregate Gross Revenue for the month ended 31 May 2005
		(S$'000)	**(%)**
1 August 2005 to 31 December 2005 ("Forecast Period 2005")	—	—	—
1 January 2006 to 31 December 2006 ("Projection Year 2006")	4	74	2.3
Year ending 31 December 2007	10	343	10.6
Year ending 31 December 2008	2	134	4.2
Beyond year ending 31 December 2008	16	2,672	82.9
	32	**3,223**	**100.0**

- *Long leasehold for underlying land*

  The weighted average unexpired lease term (including the period covered by the relevant options to renew) for the underlying land (by land area) for all the Properties is approximately 60.3 years as at 31 May 2005. (See "Certain Agreements relating to Mapletree Logistics Trust and the Properties" for details of the options to renew and the conditions relating thereto.)

The following table illustrates the unexpired lease term of the Properties:



- *High quality tenant base*

The tenants of the Properties include the local operating arms of leading multi-national logistics service providers and SCM operators, such as UPS SCS (Singapore) Pte. Ltd., Menlo Worldwide Asia-Pacific Pte Ltd, Expeditors Singapore Pte Ltd, Vopak Terminals Singapore Pte Ltd, DHL Danzas Warehousing & Distribution (Singapore) Pte Ltd, Kuehne & Nagel Pte Ltd, IDS Logistics Services Pte Ltd, as well as companies listed on the Main Board of the SGX-ST, such as Teckwah Industrial Corporation Ltd, Armstrong Industrial Corporation Limited and Singapore Petroleum Company Limited.

The table below sets out the 10 largest tenants of the Properties in terms of their contribution to total Gross Revenue for the month ended 31 May 2005. The 10 largest tenants together accounted for approximately 63.3% of total Gross Revenue of the Properties for the said period:

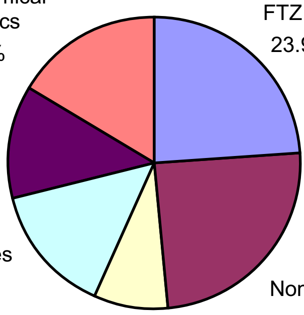
Tenant	Property	Percentage of total Gross Revenue of the Properties for the month ended 31 May 2005
		(%)
Teckwah Industrial Corporation Ltd	TIC Tech Centre	14.0
Vopak Terminals Singapore Pte Ltd	Pulau Sebarok	9.5
Menlo Worldwide Asia-Pacific Pte Ltd	60 Alps Avenue	6.2
DG Logistik Pte. Ltd.	21/23 Benoi Sector	6.0
Expeditors Singapore Pte Ltd	61 Alps Avenue	5.7
KLW Wood Products Pte Ltd	KLW Industrial Building	4.7
Singapore Petroleum Company Limited	Pulau Sebarok	4.4
Armstrong Industrial Corporation Limited	531 Bukit Batok Street 23	4.4
Ban Teck Han Enterprise Co Pte Ltd	Ban Teck Han Building	4.2
UPS SCS (Singapore) Pte. Ltd.	70 Alps Avenue	4.2
Total		63.3

- *Diverse tenant trade sectors*

The tenants of the Properties operate in diverse trade sectors within the logistics industry, which include third party logistics services, distribution centres, oil and chemical logistics services, food and cold storage services and industrial warehousing.

No more than 24.6% of Gross Revenue for the month ended 31 May 2005 would have been generated from tenants in any one trade sector. Such diversification and non-reliance on any one particular trade sector is expected to enhance the ability of MLT to provide Unitholders with stable income distributions.

Gross Revenue Contribution by Tenant Trade Sector
(for the month ended 31 May 2005)



- *High occupancy rates of the Properties*

  As at 31 May 2005, the weighted average occupancy rate of the Properties (by Lettable Area) was approximately 95.2%, which is higher than the average occupancy rate for the warehousing sector in Singapore of 86.2% as at 31 March 2005.

  The Manager believes that the healthy demand for logistics properties in Singapore, the long weighted average unexpired lease term of the Properties and the strategic locations of the Properties will enable the Properties to maintain their high occupancy rates over time.

  (See ‘‘Business and Properties — Occupancy’’ for further details.)

- *Low capital expenditure requirements*

  The defects which have been identified in the building audits on the Properties commissioned by MLT have to be rectified by the relevant vendors. As such, the Manager expects that capital expenditure during the Forecast Period 2005 and the Projection Year 2006 will be minimal. In addition, nine out of the 15 Properties are leased on terms under which the tenant is responsible for the maintenance of the building(s) for the duration of the lease. This will also minimise the capital expenditure requirements of the Properties.

Key Investment Highlights of MLT

The Manager considers the key investment highlights of MLT to include:

Stable distributions

MLT's distribution policy is to distribute 100.0% of its taxable income and tax-exempt income (if any), for the period commencing from the Listing Date to 31 December 2006 and to distribute at least 90.0% of its taxable income and tax-exempt income (if any) thereafter.

The actual proportion of taxable income and tax-exempt income (if any) distributed to Unitholders beyond 31 December 2006 may be greater than 90.0% if the Manager believes it to be appropriate, having regard to MLT's funding requirements, other capital management considerations and the overall stability of distributions.

Distributions will be paid on a quarterly basis for the three-month periods ending 31 March, 30 June, 30 September and 31 December each year. However, MLT's first distribution after the Listing Date will be for the period from the Listing Date to 31 December 2005 and will be paid by the Manager on or before 1 March 2006. Subsequent distributions will take place on a quarterly basis (see ‘‘Distributions’’).

Based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit, the Manager has forecast a distribution of approximately 1.64 cents per Unit in respect of the Forecast Period 2005, which, on an annualised basis, is equivalent to a distribution of 4.08[1] cents per Unit. However, the actual amount distributed will be adjusted based on the actual number of days from the Listing Date to 31 December 2005.

Based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit, the Manager has projected a distribution of approximately 4.22 cents per Unit in respect of the Projection Year 2006. The growth in distribution per Unit of 3.4% between the Forecast Period 2005 (annualised) and the Projection Year 2006 reflects embedded rental increases and savings in property operating costs.

The forecast distribution for the Forecast Period 2005 represents an annualised yield of approximately 6.0% based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit and an annualised yield of approximately 6.3% based on the minimum subscription price of the Offering Price Range of S$0.63 per Unit. Based on the projected distribution for the Projection Year 2006, the yield will grow to approximately 6.2% based on the maximum subscription price of the Offering Price Range, and approximately 6.5% based on the minimum subscription price of the Offering Price Range.

Such yields will vary accordingly for investors who purchase Units in the secondary market at a market price different from the minimum and maximum subscription prices of the Offering Price Range. The profit forecast and profit projection from which this information is extracted are based on the various assumptions set out in ''Profit Forecast and Profit Projection''. There can be no assurance that the profit forecast and profit projection will be met and the actual yields per Unit may be materially different from the forecast and projected amounts (see ''Risk Factors'').

Exposure to the high growth logistics sector

For the following reasons, MLT's investment strategy is focused on investing in properties which are used for logistics purposes:

- total expenditure incurred by the Asia-Pacific logistics industry was approximately US$187.0 billion (S$309.0 billion) for the year ended 31 December 2004. This amount is approximately 35.5% of the total expenditure incurred by the global logistics industry for the same year. The Asia-Pacific logistics industry is expected to lead the global logistics industry in terms of compound annual growth rate of total expenditure incurred, as shown in the table below:

Compound Annual Growth Rate of Total Expenditure Incurred

	Compound Annual Growth Rate	
	Between 2000 and 2004 (both years inclusive) (actual)	**Between 2005 and 2009 (both years inclusive) (projected)**
	(%)	**(%)**
Asia-Pacific	4.8	12.6
Global (ex-Asia-Pacific)	3.6	3.2

Source: Datamonitor Market Research, CB Richard Ellis (Pte) Ltd (''CB Richard Ellis'').

- the Singapore Government continues to recognise the importance of the international trade and logistics industry to the Singapore economy through negotiation of free trade agreements and budget initiatives to improve Singapore's competitiveness.

Potential for distribution per Unit growth through acquisitions

The Manager will pursue opportunities for asset acquisitions that provide attractive cash flows and yields relative to MLT's weighted average cost of capital, together with opportunities for future income and capital growth. In evaluating new acquisition opportunities, the Manager will seek acquisitions that

1 Annualised distribution per Unit has been computed by extrapolating the revenue and expenses of MLT for the five months from 1 August 2005 to 31 December 2005, except that ''Other trust expenses'' have not been extrapolated as such expenses are expected to remain unchanged regardless of the length of the financial period under review.

enhance the diversification of the portfolio by geography, asset and tenant profile and optimise risk-adjusted returns to Unitholders. The Manager's acquisition strategy is underpinned by:

- the Manager's belief that logistics service providers are increasingly looking to lighten balance sheets to free up capital for business expansion, which may increase the availability of assets for acquisition. In addition, MLT can seek partnership and co-operation opportunities with its tenants as they expand beyond Singapore;
- the relatively high net property income yields of logistics properties as compared to MLT's weighted average cost of capital. This has given MLT the capacity to enhance the potential earnings accretion available from future asset acquisitions;
- MLT's regional investment strategy which provides a greater universe of potential acquisition opportunities; and
- the right of first refusal granted by the Sponsor over future sales of logistics properties by the Sponsor or any of its wholly owned subsidiaries (each a "Mapletree Entity") and offers of logistics properties to any Mapletree Entity, for a period of five years from the Listing Date (for so long as the Manager remains the manager of MLT and the Sponsor and/or any of its related corporations remains a shareholder in the Manager). This enhances MLT's pipeline of potential future acquisitions. The Sponsor has received acceptances of its offers for and, in some cases completed the acquisitions of, 11 properties in Singapore, Malaysia and Hong Kong with approximately 160,000 sq m of total Lettable Area, all of which are expected to be available for potential future acquisition by MLT. In addition, the Sponsor intends to support the growth of MLT by developing and warehousing assets that fit within MLT's investment strategy.

Benefits of Mapletree Investments Pte Ltd as the Sponsor

MLT stands to benefit from the Sponsor's financial strength, market reach and network of contacts in the Asia-Pacific logistics sector. The Sponsor has expressed a willingness to support the growth of MLT by warehousing assets with good long-term potential but which may not be suitable for immediate acquisition by MLT for reasons such as high current vacancy, impending major lease expiry, or timing constraints. The Sponsor has the ability to reposition its existing assets or undertake development risk for new projects for the purposes of a potential sale to MLT after having achieved stabilised rental and occupancy levels. This includes undertaking development of build-to-suit logistics facilities for logistics operators with a sale and leaseback arrangement, and the development and management of logistics parks comprising both build-to-suit as well as multi-tenancy logistics facilities.

Sponsor's interest is substantially aligned with that of Unitholders

The Sponsor, through its wholly owned subsidiaries MLPPL and MPL, will, immediately after the completion of the Offering, hold 163,925,000 Units (constituting approximately 30.0% of the total number of Units expected to be in issue then).

Further, an additional 46,500,000 Units (constituting approximately 8.5% of the total number of Units expected to be issued on the Listing Date) will be placed to SPL, a direct wholly owned subsidiary of the Sponsor, to be lent to the Underwriters to cover the over-allotment of Units (if any). Any Units which are not purchased pursuant to the exercise of the Over-allotment Option will be re-delivered to SPL.

To demonstrate the Sponsor's commitment to MLT, each of MLPPL, MPL and SPL (to the extent that any of the Sienna Units are returned to it) has agreed to (a) a lock-up arrangement during the period commencing from the Listing Date until the date falling 180 days after the Listing Date (the "First Lock-up Period") in respect of all of their Units and (b) a lock-up arrangement during the period commencing from the day immediately following the First Lock-up Period until the date falling 360 days after the Listing Date (the "Second Lock-up Period") in respect of 50.0% of their Units, subject to certain exceptions (see "Plan of Distribution — Lock-up Arrangements"). Although MLPPL, MPL and SPL will be at liberty to sell or dispose of some of their Units after the First Lock-up Period and all of their Units after the Second Lock-up Period, the Sponsor has indicated to the Manager that it intends to be a long-term investor in MLT and will continue to hold a substantial interest in MLT through its subsidiaries for the long-term.

In the same vein, the Sponsor has agreed to (i) a lock-up arrangement during the First Lock-up Period in respect of its effective interest in all of the 163,925,000 Units which will be held by MLPPL and MPL on the Listing Date, the Sienna Units (to the extent that any of them are returned to SPL) as well as the Mapletree Partnership Units (to the extent that any of them are not subscribed for by the Investing Vendors and are taken up by the Sponsor) (collectively, the ''Lock-up Units'') and (ii) a lock-up arrangement during the Second Lock-up Period in respect of its effective interest in 50.0% of the Lock-up Units.

Experienced and professional management

The Manager believes that Unitholders will benefit from the experience of key staff members of the Manager and Mapletree Property Management Pte. Ltd. (the ''Property Manager'') in fund, asset and property management in the Singapore and regional logistics property markets.

The executive officers of the Manager have demonstrated their ability to source for and complete acquisitions of real estate assets used for logistics purposes, having been actively involved in the acquisitions of 12 of the Properties from third party vendors over the year preceding the Listing Date.

Management fees structured to incentivise and align interests of the Manager with that of Unitholders

The management fees payable to the Manager have a performance-based element which is designed to align the interests of the Manager with those of the Unitholders, and incentivise the Manager to grow revenues and minimise operating costs. Under the Trust Deed, the Manager is entitled to receive a base fee of 0.5% per annum of the value of MLT's Deposited Property (the ''Base Fee''), as well as a performance fee of 3.6% per annum of the Net Property Income in the relevant financial year (calculated before accounting for this additional fee in that financial year) (the ''Performance Fee'').

Any increase in the rate or any change in the structure of these fees must be approved by 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 (an ''Extraordinary Resolution'') at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

(See ''The Manager and Corporate Governance — Management Fees''.)

Capital structure that provides future financing flexibility

MLT has in place an unsecured three-year floating rate term loan facility of S$150.0 million from Oversea-Chinese Banking Corporation Limited, The Hongkong and Shanghai Banking Corporation Limited and Standard Chartered Bank (the ''Facility''). The Facility will be drawn upon on the Listing Date in an amount of S$109.9 million at the maximum subscription price of the Offering Price Range (S$0.68) and S$128.5 million at the minimum subscription price of the Offering Price Range (S$0.63). Even at the high end of the borrowing range on the Listing Date, MLT will have additional borrowing capacity of up to 5.7% of the value of its Deposited Property before it reaches the 35.0% borrowing limit under the Property Funds Guidelines. This will leave MLT well positioned to debt fund future acquisitions.

(See ''Strategy — Capital and Risk Management Strategy''.)

Tax transparency and attractive regulatory environment

The Tax Ruling grants tax transparency to MLT on its taxable income that is distributed to Unitholders such that MLT will not be taxed at the trust level. Instead, tax will be imposed on the distributions made out of such taxable income to the Unitholders, by way of tax deduction at source or direct assessment of the distributions to tax in the hands of the Unitholders. Distributions made by MLT to individuals are generally exempt from Singapore income tax regardless of the individuals' nationality or tax residence status.

The Singapore Government announced in the 2005 Budget on 18 February 2005 that the tax rate on distributions made by real estate investment trusts listed on the SGX-ST to foreign non-individual investors will be reduced from 20.0% to 10.0% for a period of five years from 18 February 2005.

The Singapore Government also announced in the 2005 Budget on 18 February 2005 that stamp duty chargeable on any instrument relating to the sale of any immovable property situated in Singapore or any interest thereof from a company or an individual to a real estate investment trust listed on the SGX-

ST shall be remitted and that such remission will apply to instruments executed from 18 February 2005 to 17 February 2010.

It is expected that MLT will benefit from cost savings arising from the remission of stamp duty in relation to instruments executed for the purposes of its future property acquisitions in Singapore where such instruments are executed during the period from 18 February 2005 to 17 February 2010.

(See "Taxation" and Appendix V, "Independent Taxation Report" for further information on the Singapore income tax consequences of the purchase, ownership and disposal of the Units.)

Information on the Properties[(1)]

A summary of the details of each Property is as follows:

70 Alps Avenue Singapore 498801	
Property use	Third Party Logistics
Title	Leasehold estate of 30 years expiring 30 November 2032
Description	A two-storey, ramp-up facility located in the ALPS with mezzanine offices and 21 loading and unloading bays on the first and second levels of the building.
Issue of Certificate of Statutory Completion	2003
Occupancy	100.0%
Land area	20,676.0 sq m
Gross Floor Area ("GFA")	22,551.6 sq m
Lettable area ("Lettable Area")	21,407.9 sq m
Tenants	Multiple tenants, the major ones being UPS SCS (Singapore) Pte. Ltd. (which occupies 34.7% of the Lettable Area (as at 31 May 2005)), DHL Danzas Warehousing & Distribution (Singapore) Pte Ltd (which occupies 14.4% of the Lettable Area (as at 31 May 2005)) and MOL Logistics (Singapore) Pte. Ltd. (which occupies 8.1% of the Lettable Area (as at 31 May 2005))
Appraised Value[(2)]	S$36.5 million
Gross Revenue contribution for the month ended 31 May 2005	12.1%

60 Alps Avenue Singapore 498815	
Property use	Third Party Logistics
Title	Leasehold estate of 30 years ending 30 September 2031 (in respect of Private Lot A20876) and leasehold estate of 29 years 2 months and 15 days ending 30 September 2031 (in respect of Private Lot A20876(a))
Description	A five-storey single-user logistics facility located in the ALPS.
Issue of Certificate of Statutory Completion	2002 and 2003
Occupancy	100.0%
Land area	12,379.0 sq m
GFA	12,674.0 sq m
Lettable Area	12,674.0 sq m
Tenant	Menlo Worldwide Asia-Pacific Pte Ltd
Appraised Value(2)	S$20.0 million
Gross Revenue contribution for the month ended 31 May 2005	6.2%

61 Alps Avenue Singapore 498798	
Property use	Third Party Logistics
Title	Leasehold estate of 30 years expiring 15 October 2033
Description	A four-storey single-user logistics facility located in the ALPS.
Issue of Certificate of Statutory Completion	2004
Occupancy	100.0%
Land area	10,280.0 sq m
GFA	12,388.0 sq m
Lettable Area	12,388.0 sq m
Tenant	Expeditors Singapore Pte Ltd
Appraised Value(2)	S$20.0 million
Gross Revenue contribution for the month ended 31 May 2005	5.7%

6 Changi South Lane Singapore 486400	
Property use	Third Party Logistics
Title	Leasehold estate of 30 + 30 years expiring 31 December 2054
Description	A four-storey logistics building.
Issue of Certificate of Statutory Completion	1997
Occupancy	100.0%
Land area	11,714.0 sq m
GFA	14,523.9 sq m
Lettable Area	14,523.9 sq m
Tenant	Boustead Projects Pte Ltd
Appraised Value(2)	S$13.5 million
Gross Revenue contribution for the month ended 31 May 2005	4.1%

TIC Tech Centre 25 Pandan Crescent, Singapore 128477	
Property use	Third Party Logistics
Title	Leasehold estate of 30 + 30 years expiring 15 May 2056
Description	A six-storey light industrial cum office building and a five-storey warehousing facility.
Issue of Certificate of Statutory Completion	1999
Occupancy	90.5%
Land area	19,141.4 sq m
GFA	37,395.0 sq m
Lettable Area	30,758.0 sq m
Tenants	Multiple tenants, with the main tenant (Teckwah Industrial Corporation Ltd) occupying 83.7% of the Lettable Area as at 31 May 2005
Appraised Value(2)	S$52.5 million
Gross Revenue contribution for the month ended 31 May 2005	15.0%

Lifung Centre 5B Toh Guan Road East, Singapore 608829	
Property use	Third Party Logistics
Title	Leasehold estate of 30 + 30 years expiring 30 November 2050
Description	A three-storey warehouse and office complex with two mezzanine floors.
Issue of Certificate of Statutory Completion	1995
Occupancy	100.0%
Land area	25,391.9 sq m
GFA	23,628.6 sq m
Lettable Area	23,628.6 sq m
Tenant	IDS Logistics Services Pte Ltd
Appraised Value(2)	S$24.5 million
Gross Revenue contribution for the month ended 31 May 2005	5.4%

21/23 Benoi Sector Singapore 629856	
Property use	Distribution Centre
Title	Leasehold estate of 30 + 30 years expiring 15 February 2040
Description	A part single and part two-storey office cum warehouse, two single-storey factories cum warehouses, a part single and part two-storey warehouse cum office with ancillary lean-to shed and an adjoining single-storey warehouse extension, as well as a new single-storey warehouse.
Issue of Certificate of Statutory Completion(3)	1998 (Block A) 1987 (Block B) 1982 (Block C) 1984 (Block D)
Occupancy	100.0%
Land area	36,985.2 sq m
GFA(4)	22,519.0 sq m
Lettable Area(4)	22,519.0 sq m
Tenant	DG Logistik Pte. Ltd.
Appraised Value(2)	S$27.5 million
Gross Revenue contribution for the month ended 31 May 2005	6.0%

Ban Teck Han Building 21 Serangoon North Avenue 5, Singapore 554864	
Property use	Distribution Centre
Title	Leasehold estate of 30 + 30 years expiring 30 September 2056
Description	A five-storey light industrial building with a showroom and a warehousing facility as well as an ancillary seven-storey office tower.
Issue of Certificate of Statutory Completion	1999
Occupancy	100.0%
Land area	6,938.40 sq m
GFA(5)	14,693.7 sq m
Lettable Area(5)	14,693.7 sq m
Tenant	Ban Teck Han Enterprise Co Pte Ltd
Appraised Value(2)	S$21.0 million
Gross Revenue contribution for the month ended 31 May 2005	4.2%

Tentat Districentre 37 Penjuru Lane, Singapore 609215	
Property use	Distribution Centre
Title	Leasehold estate of 30 years expiring 15 August 2026
Description	A five-storey warehouse building with mezzanine floors.
Issue of Certificate of Statutory Completion	2002
Occupancy	100.0%
Land Area	8,958.0 sq m
GFA	13,397.0 sq m
Lettable Area	13,397.0 sq m
Tenant	Tian An Investments Pte. Ltd.
Appraised Value(2)	S$16.5 million
Gross Revenue contribution for the month ended 31 May 2005	4.2%

CIAS Flight Kitchen 50 Airport Boulevard, Singapore 819658	
Property use	Food and Cold Storage Logistics
Title	Leasehold estate of 60 years expiring 6 December 2039
Description	Land leased to Changi International Airport Services Pte Ltd ("CIAS") for the purpose of its Inflight Catering Centre which comprises a single-storey flight kitchen with a two-storey security office building and a four-storey office building.
Issue of Certificate of Statutory Completion	1984
Occupancy	100.0%
Land area	22,135.8 sq m
GFA	18,198.5 sq m
Lettable Area	22,135.8 sq m (land only)
Tenant	CIAS
Appraised Value(2)	S$19.0 million
Gross Revenue contribution for the month ended 31 May 2005	4.0%

201 Keppel Road Singapore 099419	
Property use	Food and Cold Storage Logistics
Title	Leasehold estate of 99 years expiring 30 September 2096
Description	Six blocks of buildings comprising a 11-storey warehouse, two blocks of silos topped by a revolving restaurant, a two-storey warehouse, a four-storey flour mill and a seven-storey office.
Issue of Certificate of Statutory Completion	1978
Occupancy	100.0%
Land area	16,784.4 sq m
GFA	41,914.0 sq m
Lettable area(6)	58,698.4 sq m
Tenant	Prima Limited
Appraised Value(2)	S$26.5 million
Gross Revenue contribution for the month ended 31 May 2005	4.2%

Pulau Sebarok	
Property use	Oil and Chemical Logistics
Title	Land: Leasehold estate of 73 years, 3 months and 13 days expiring 13 January 2071 Six foreshore leases: • leasehold estate of 13 years and 3 months commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25496)[(7)]; • leasehold estate of 18 years and 9 months commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25497)[(7)]; • leasehold estate of 30 years commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25498); • leasehold estate of 22 years 10 months and 22 days commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25499)[(7)]; • leasehold estate of 28 years 7 months and 1 day commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25500); and • leasehold estate of 23 years 8 months and 3 days commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25501)
Description	An island south of Singapore leased mainly for oil, chemical and petroleum storage purposes.
Issue of Certificate of Statutory Completion	N.A.[(8)]
Occupancy	93.3% (Vacant land — 33,865.9 sq m)
Land area	Land area — 468,395.6 sq m (46.9 ha) Foreshore areas — 33,510.3 sq m
GFA	Not applicable as this Property comprises land only
Lettable Area	501,905.9 sq m (land and foreshore areas)
Tenants	Vopak Terminals Singapore Pte Ltd, Singapore Petroleum Company Limited and Singaport Cleanseas Pte Ltd
Appraised Value[(2)]	S$91.0 million
Gross Revenue contribution for the month ended 31 May 2005	16.3%

531 Bukit Batok Street 23 Singapore 659547	
Property use	Industrial Warehousing
Title	Leasehold estate of 30 + 30 years expiring 30 September 2055
Description	A six-storey warehousing and industrial building.
Issue of Certificate of Statutory Completion	1999
Occupancy	100.0%
Land area	7,554.5 sq m
GFA	18,871.0 sq m
Lettable Area	18,871.0 sq m
Tenant	Armstrong Industrial Corporation Limited
Appraised Value(2)	S$22.5 million
Gross Revenue contribution for the month ended 31 May 2005	4.4%

KLW Industrial Building 19 Senoko Loop, Singapore 758169	
Property use	Industrial Warehousing
Title	Leasehold estate of 30 + 30 years expiring 30 April 2054
Description	A four-storey office cum warehouse facility.
Issue of Certificate of Statutory Completion	2000
Occupancy	100.0%
Land area	11,301.9 sq m
GFA	14,970.9 sq m
Lettable Area	14,970.9 sq m
Tenant	KLW Wood Products Pte Ltd
Appraised Value(2)	S$17.0 million
Gross Revenue contribution for the month ended 31 May 2005	4.7%

11 Tai Seng Link Singapore 534182	
Property use	Industrial Warehousing
Title	Leasehold estate of 30 + 30 years expiring 14 February 2064 (in respect of the land) and leasehold estate of 28 years 6 months and 9 days with an option for a further term of 30 years expiring 14 February 2064 (in respect of the new driveway extension)
Description	A five-storey industrial cum warehouse building.
Issue of Certificate of Statutory Completion	2004
Occupancy	100.0%
Land area(9)	4,405.0 sq m
GFA	10,312.5 sq m
Lettable Area	10,312.5 sq m
Tenant	Allied Telesyn International (Asia) Pte Ltd
Appraised Value(2)	S$14.0 million
Gross Revenue contribution for the month ended 31 May 2005	3.5%

Notes:

(1) The details on occupancy, land area, GFA, Lettable Area and tenants are based on information available as at 31 May 2005.

(2) As at 31 May 2005.

(3) As the adjoining single-storey warehouse extension (Block E) was completed in end-2004 and the new single-storey warehouse (Block F) was completed in May 2005, the Certificates of Statutory Completion for both blocks have yet to be issued as at the date of this Prospectus.

(4) This includes the Lettable Area of the new single-storey warehouse (Block F) which was completed in May 2005.

(5) This excludes the floor area of the mezzanine floor added to level 4 of the building on the Property, which is in the course of being regularised.

(6) This includes the land area of 16,784.4 sq m.

(7) The Manager has approached the Singapore Land Authority (''SLA'') with a request for (i) a further lease term in respect of State Foreshore Lease No. 25496 to commence on the date immediately following the date of expiry of State Foreshore Lease No. 25496, (ii) a further lease term in respect of State Foreshore Lease No. 25497 to commence on the date immediately following the date of expiry of State Foreshore Lease No. 25497 and (iii) a further lease term in respect of State Foreshore Lease No. 25499 to commence on the date immediately following the date of expiry of State Foreshore Lease No. 25499, so that all three State Foreshore Leases shall end on 31 December 2024. This request is currently under consideration by the SLA.

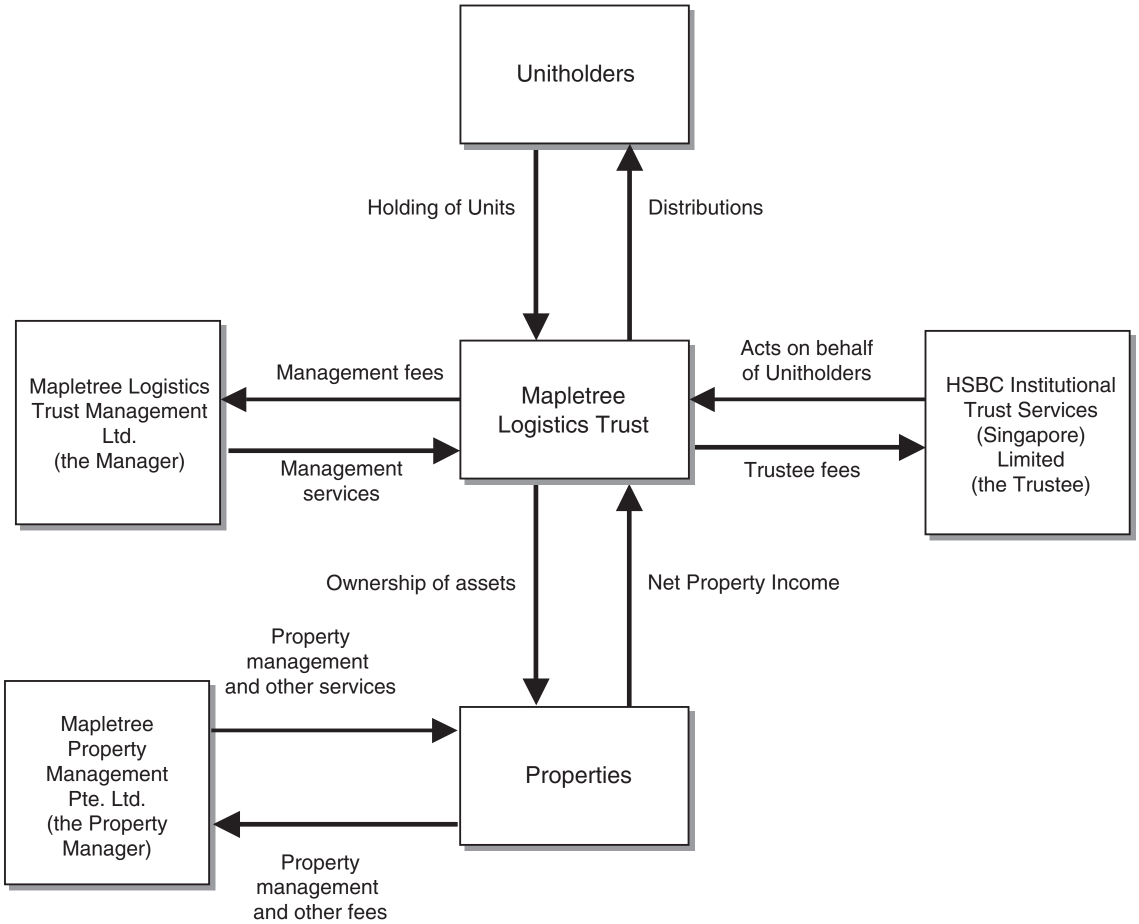
(8) MLT does not own the buildings or other structures (except Jetty 2 and the barge jetty) on the Property.

(9) This includes the new driveway extension.

(See ''Business and Properties'' for further details.)

STRUCTURE OF MLT

The following diagram illustrates the relationship between MLT, the Manager, the Property Manager, the Trustee and the Unitholders:



Mapletree Logistics Trust Management Ltd., the manager of MLT, is responsible for MLT's investment and financing strategies, asset acquisition and disposal policies and for the overall management of MLT's real estate and real estate-related assets.

Mapletree Property Management Pte. Ltd., the Property Manager, provides, among other things, property management, lease management, project management, marketing and property tax services for the properties in MLT's portfolio.

The Manager: Mapletree Logistics Trust Management Ltd.

The Manager was incorporated in Singapore under the Companies Act, Chapter 50 of Singapore (the ''Companies Act'') on 19 January 2005. It has a paid-up capital of S$1.0 million and its registered office is located at 1 Maritime Square, #13-01 HarbourFront Centre, Singapore 099253.

The Manager is an indirect wholly owned subsidiary of the Sponsor. The Sponsor, its subsidiaries and associates are engaged in the investment in, and the development and management of, properties, including those which are wholly or partly used for logistics purposes, in Singapore and elsewhere in the Asia-Pacific region.

The Board of Directors of the Manager (the ''Board'') is made up of individuals with a broad range of commercial experience, including expertise in fund management and the property industry. The Board consists of Mr Paul Ma Kah Woh, Mr Wong Meng Meng, Mr Ng Quek Peng, Mr Cheah Kim Teck, Mr Zafar Momin, Mr Hiew Yoon Khong, Mr Tan Boon Leong and Mr Chua Tiow Chye.

Generally, the Manager will provide the following services to MLT:

- *Investment strategy.* These include formulating and executing MLT's investment strategy, including determining the location, sub-sector type and other characteristics of MLT's property portfolio.
- *Acquisitions and disposals.* These include making recommendations to the Trustee on the acquisition and disposal of properties.
- *Financing.* These include providing advisory services regarding plans for equity and debt financing for MLT's property acquisitions, distribution payments, expense payments and capital expenditure payments.
- *Planning and reporting.* These include making periodic property plans, including budgets and reports, relating to the performance of MLT's properties.
- *Administrative and advisory services.* These include performing day-to-day administrative services as MLT's representative, such as providing administrative services relating to meetings of Unitholders when such meetings are convened.
- *Investor relations.* These include communicating and liaising with Unitholders and potential investors.
- *Compliance management.* These include making all regulatory filings on behalf of MLT, and ensuring that MLT is in compliance with the applicable provisions of the Securities and Futures Act and all other relevant legislation, the Listing Manual of the SGX-ST (the "Listing Manual"), the Code on Collective Investment Schemes issued by the MAS (the "CIS Code"), the Trust Deed, the Tax Ruling and all relevant contracts.
- *Accounting records.* These include maintaining accounting records and prepare or cause to be prepared accounts and annual reports.

(See "The Manager and Corporate Governance — The Manager of MLT".)

The Property Manager: Mapletree Property Management Pte. Ltd.

The Property Manager was incorporated in Singapore under the Companies Act on 29 March 2005. Its registered office is located at 1 Maritime Square, #13-01 HarbourFront Centre, Singapore 099253. The Property Manager is a direct wholly owned subsidiary of the Sponsor.

The Manager, the Trustee and the Property Manager have entered into the Property Management Agreement under which the Property Manager will provide, among other things, the following services for MLT's properties, subject to the overall management of the Manager:

- *Property management services.* These include recommending third party service contracts for provision of property maintenance services, supervising the performance of contractors, arranging for adequate insurance and ensuring compliance with building and safety regulations.
- *Lease management services.* These include coordinating tenants' fitting-out requirements, administration of rental collection, management of rental arrears and administration of all property tax matters.
- *Marketing services.* These include providing marketing and marketing co-ordination services, such as initiating lease renewals and negotiation of terms.
- *Project management services.* These services are in relation to the development or redevelopment (unless otherwise prohibited by the Property Funds Guidelines or any other laws or regulations), the refurbishment, retrofitting and renovation works to a property, including recommendation of project budget and project consultants, and supervision and implementation of the project.
- *Property tax services.* These include the submission of property tax objections to the IRAS on the proposed annual value of a property.

(See "Certain Agreements Relating to Mapletree Logistics Trust and the Properties — Property Management Agreement".)

The Sponsor: Mapletree Investments Pte Ltd

The Sponsor is a leading real estate company in Singapore with a local asset base of approximately S$2.6 billion as at 31 March 2005, comprising office, logistics, industrial, hi-tech industrial and retail/ lifestyle properties.

(See "The Sponsor" for further details.)

The Trustee: HSBC Institutional Trust Services (Singapore) Limited

The Trustee, HSBC Institutional Trust Services (Singapore) Limited, is a company incorporated in Singapore and registered as a trust company under the Trust Companies Act, Chapter 336 of Singapore. The Trustee has a place of business in Singapore located at 21 Collyer Quay, #14-01 HSBC Building, Singapore 049320. The Trustee's powers and duties include:

- acting as trustee of MLT;
- holding the properties of MLT for the benefit of the Unitholders; and
- exercising all the powers of a trustee and the powers accompanying ownership of the properties of MLT.

(See "The Formation and Structure of Mapletree Logistics Trust — The Trustee".)

Certain Fees and Charges

The following is a summary of the amounts of certain fees and charges payable by the Unitholders in connection with the subscription for 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	Clearing fee for trading of Units on the SGX-ST at the rate of 0.05% of the transaction value, subject to a maximum of S$200.00 per transaction.

Note:

(1) As the Units will be listed and traded on the SGX-ST and Unitholders will have no right to request the Manager to 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 MLT in connection with the establishment and ongoing management and operation of MLT:

	Payable by MLT	Amount payable
(a)	Manager's management fees	**Base Fee** 0.5% per annum of the value of the Deposited Property. **Performance Fee** 3.6% per annum of the Net Property Income in the relevant financial year (calculated before accounting for the Performance Fee in that financial year). The management fees are payable to the Manager in the form of cash and/or Units (as the Manager may elect).
(b)	Trustee's fee	A maximum of 0.1% per annum of the value of the Deposited Property, subject to a minimum of S$10,000 per month, excluding out-of-pocket expenses and Goods and Services Tax ("GST"). The actual fee payable will be determined between the Manager and the Trustee from time to time. The Trustee's fee is presently charged on a scaled basis of up to 0.03% per annum of the value of the Deposited Property. MLT will also pay the Trustee a one-time inception fee of S$10,000.
(c)	Any other substantial fee or charge (*i.e.* 0.1% or more of MLT's asset value)	
	(i) Property management fee (payable to the Property Manager)	2.0% per annum of the Gross Revenue of the relevant property.
	(ii) Lease management fee (payable to the Property Manager)	1.0% per annum of the Gross Revenue of the relevant property.
	(iii) Acquisition fee (payable to the Manager)	1.0% of the acquisition price of real estate or real estate-related assets acquired directly or indirectly through one or more special purpose vehicles, pro-rated if applicable to the proportion of MLT's interest. For the purposes of this acquisition fee, real estate-related assets include all classes and types of securities relating to real estate. No acquisition fee is payable for the acquisition of the Properties. The acquisition fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect).

	Payable by MLT	Amount payable
	(iv) Disposal fee (payable to the Manager)	0.5% of the sale price of real estate or real estate-related assets disposed, pro-rated if applicable to the proportion of MLT's interest. For the purposes of this disposal fee, real estate-related assets include all classes and types of securities relating to real estate. The disposal fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect).
	(v) Marketing services commissions[1] (payable to the Property Manager)	(i) One month's gross rent inclusive of service charge, for securing a tenancy of three years or less; (ii) Two months' gross rent inclusive of service charge, for securing a tenancy of more than three years; (iii) Half month's gross rent inclusive of service charge, for securing a renewal of tenancy of three years or less; and (iv) One month's gross rent inclusive of service charge, for securing a renewal of tenancy of more than three years.
	(vi) Project management fees (payable to the Property Manager)	In relation to development and redevelopment (if not prohibited by the Property Funds Guidelines or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on a property: (i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs; and (iv) where the construction costs exceed S$50.0 million, a fee to be mutually agreed by the parties.

	Payable by MLT	Amount payable
	(vii) Property tax services fees (payable to the Property Manager)	In respect of property tax objections submitted to the tax authority on any proposed annual value of a property and as a result of such objections, the proposed annual value is reduced resulting in property tax savings for the relevant property: (i) where the proposed annual value is S$1.0 million or less, a fee of 7.5% of the property tax savings; (ii) where the proposed annual value is more than S$1.0 million but does not exceed S$5.0 million, a fee of 5.5% of the property tax savings; and (iii) where the proposed annual value is more than S$5.0 million, a fee of 5.0% of the property tax savings. The above-mentioned fee is a lump sum fixed fee based on the property tax savings calculated on a 12-month period.

Note:

(1) If a third party agent secures a tenancy, the Property Manager will be responsible for all marketing services commissions payable to such third party agent, and the Property Manager will be entitled to a marketing services commission of:

(i) 1.2 months' gross rent inclusive of service charge for securing a tenancy of three years or less; and

(ii) 2.4 months' gross rent inclusive of service charge for securing a tenancy of more than three years.

The Offering

MLT	MLT is a real estate investment trust established in Singapore and constituted by the Trust Deed.
The Manager	Mapletree Logistics Trust Management Ltd.
The Trustee	HSBC Institutional Trust Services (Singapore) Limited.
The Sponsor	Mapletree Investments Pte Ltd.
The Offering	310,877,000 Units offered under the Placement Tranche and the Public Offer.
The Placement Tranche	Units offered by way of an international placement to investors, including institutional and other investors in Singapore. 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 or to, or for the account of, U.S. persons (as defined in Regulation S). The Units are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.
The Public Offer	The Public Offer Units offered by way of a public offer in Singapore, including the Mapletree Reserved Units. A minimum of 30,000,000 Units will be offered under the Public Offer.
Mapletree Reserved Units	17,697,000 Units reserved for subscription by the directors, management, employees and business associates of the Sponsor and its subsidiaries. (See "Ownership of the Units — Subscription for Mapletree Reserved Units".) In the event that any of the Mapletree Reserved Units are not subscribed for, they will be made available to satisfy excess applications (if any) under the Placement Tranche and/or the Public Offer.
Clawback and Re-allocation	The Units may be re-allocated between the Placement Tranche and the Public Offer in the event of an excess of applications in one and a deficit of applications in the other.
Mapletree Partnership Units	Separate from the Offering, 24,998,000 Units have been pre-committed and reserved for subscription by the Investing Vendors at the Offering Price. (See "Ownership of the Units — Subscription for Mapletree Partnership Units".) The Sponsor has indicated that, in the event that any of the Mapletree Partnership Units are not subscribed for, such Units will be taken up by the Sponsor and/or one or more of its wholly owned subsidiaries.
Sienna Units	46,500,000 Units to be placed to SPL and to be lent to the Underwriters to cover the over-allotment of Units (if any).
Mapletree Sponsor Units	163,924,998 Units to be issued to MLPPL and MPL as part repayment of certain loans granted to MLT (see "Ownership of the Units").
Offering Price Range	S$0.63 to S$0.68 per Unit.
Price Determination	The Offering Price of between S$0.63 to S$0.68 will be determined following a book-building process by agreement between the Underwriters and the Manager on the Price Determination Date, which is expected to be 22 July 2005 and is subject to change. Failing such agreement on the Price Determination Date, the Offering Price will be S$0.63 (the minimum subscription price of the Offering Price Range). Among the factors that will be taken into account in determining the Offering Price are the demand for the Units under the Offering and the prevailing conditions in the

	securities markets. Notice of the actual Offering Price will be published in one or more major Singapore newspapers, such as *The Straits Times, The Business Times and Lianhe Zaobao*, not later than two calendar days after the Price Determination Date.
Subscription for the Public Offer	Investors applying for Units by way of Application Forms or Electronic Applications (both as referred to in Appendix VI "Terms, Conditions and Procedures for Application for and Acceptance of the Offering Units in Singapore") in the Public Offer will pay the maximum subscription price of the Offering Price Range of S$0.68 per Unit 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, (ii) the Offering does not proceed for any reason, or (iii) the Offering Price is less than the maximum subscription price for each Unit. 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 Offer will have to pay S$680.00, 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 1,000. Investors in Singapore must follow the application procedures set out in Appendix VI, "Terms, Conditions and Procedures for Application for and Acceptance of the Offering Units in Singapore". Subscriptions under the Public Offer must be paid for in Singapore dollars. No fee is payable by applicants for the Units, save for an administration fee of S$1.00 for each application made through automated teller machines and the internet banking websites of certain Participating Banks.
Over-allotment Option	In connection with the Offering, the Underwriters have been granted the Over-allotment Option by SPL. The Over-allotment Option is exercisable by the Stabilising Manager, in consultation with the other Underwriter, in full or in part, within 30 days from the Listing Date, to purchase from SPL up to an aggregate of 46,500,000 Units at the Offering Price, solely to cover over-allotment of Units (if any). The total number of Units in issue immediately after the close of the Offering will be 546,300,000 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 constitute up to 15.0% of the total number of Units under the Offering.
Lock-ups	Each of MLPPL, MPL and SPL (to the extent that any of the Sienna Units are returned to it) has agreed to (a) a lock-up arrangement during the First Lock-up Period in respect of all of their Units and (b) a lock-up arrangement during the Second Lock-up Period in respect of 50.0% of their Units, subject to certain exceptions. Separately, the Sponsor has agreed to (i) a lock-up arrangement during the First Lock-up Period in respect of its effective interests in all of the Lock-up Units and (ii) a lock-up arrangement during the Second Lock-up Period in respect of its effective interest in 50.0% of the Lock-up Units. Tian An Investments Pte. Ltd. and DG Logistik Pte. Ltd. have each agreed to a 180-day lock-up period, and Boustead Projects Pte Ltd, Ban Teck Han Enterprise Co Pte Ltd and Teckwah Industrial Corporation Ltd have each agreed to a 90-day lock-up period, from

	and including the Listing Date in respect of their Units, subject to certain exceptions. (See "Plan of Distribution — Lock-up Arrangements".)
Capitalisation	Between S$432,129,000 (based on the minimum subscription price of the Offering Price Range) and S$432,154,000 (based on the maximum subscription price of the Offering Price Range) (see "Capitalisation").
Use of Proceeds	See "Use of Proceeds" and "Certain Agreements Relating to Mapletree Logistics Trust and the Properties".
Listing and Trading	Prior to the Offering, there has been 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, the Mapletree Partnership Units, the Sienna Units, the two Units subscribed by MLPPL upon the establishment of MLT, the Mapletree Sponsor Units, as well as all the Units which may be issued to the Manager from time to time in full or part payment of the Manager's fees (see "The Manager and Corporate Governance — Management Fees"). Such permission will be granted when MLT is admitted to the Official List of the SGX-ST. The Units will, upon their issue, listing and quotation on the SGX-ST, 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 1,000 Units.
Stabilisation	In connection with the Offering, the Stabilising Manager may, in consultation with the other Underwriter, 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. 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, if commenced, may be discontinued at any time and shall not be effected after the earlier of (i) date falling 30 days from the Listing Date or (ii) the date when the over-allotment of the Units which are the subject of the Over-allotment Option has been fully covered (through the purchase of the Units on the SGX-ST and/or the exercise of the Over-allotment Option by the Stabilising Manager, on behalf of itself and the other Underwriter).
Commissions Payable by MLT to the Underwriters	The Manager, on behalf of MLT, has agreed to pay the Underwriters for their services in connection with the offering of Units under the Offering, underwriting, selling and management commissions (the "Underwriting, Selling and Management Commissions") of S$6.7 million (assuming that the Offering Price is the maximum subscription price of the Offering Price Range of S$0.68 per Unit and that the Over-allotment Option is exercised in full), excluding GST on the Underwriting, Selling and Management Commissions.
Risk Factors	**Prospective investors should carefully consider certain risks connected with an investment in the Units, 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
19 July 2005, 8.00 a.m.	Opening date and time for the Offering.
22 July 2005, 8.00 a.m.	Closing date and time for the Offering.
22 July 2005	Price Determination Date.
22 July 2005	Balloting of applications, 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.
28 July 2005, at or before 9.00 a.m.	Completion of the acquisition of the Properties not already owned by MLT.
28 July 2005, 9.00 a.m.	Commence trading on a ''ready'' basis.
2 August 2005	Settlement date for all trades done on a ''ready'' basis on 28 July 2005.

The above timetable is indicative only and is subject to change. It assumes (i) that the closing of the application list for the Public Offer (the ''Application List'') is 22 July 2005, (ii) that the Listing Date is 28 July 2005, (iii) compliance with the SGX-ST's unitholding spread requirement and (iv) that the Units will be issued and fully paid up prior to 9.00 a.m. on 28 July 2005. All dates and times referred to above are Singapore dates and times.

Trading in the Units through the SGX-ST on a ''ready'' basis is expected to commence at 9.00 a.m. on 28 July 2005 (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), as the completion of the acquisition of the Properties not already owned by MLT is expected to take place at or before 9.00 a.m. on 28 July 2005 (see ''Certain Agreements Relating to Mapletree Logistics Trust and the Properties''). If MLT is terminated by either the Manager or the Trustee under the circumstances specified in the Trust Deed prior to, or the acquisition of the Properties not already owned by MLT is not completed by, 9.00 a.m. on 28 July 2005 (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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee and SPL).

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*.

Investors should consult the SGX-ST announcement on the ''ready'' listing date on the internet (at the SGX-ST website), INtv or the newspapers, or check with their brokers on the date on which trading on a ''ready'' basis will commence.

The Manager will provide details and results of the Public Offer 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 therefor, 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, or if the Offering Price is less than the maximum subscription price of the Offering Range Price for each Unit, 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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee or SPL.

Where an application is not successful, the full amount 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 two Market Days (or such shorter period as the SGX-ST may require) 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 VI, ''Terms, Conditions and Procedures for Application and Acceptance of the Offering 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 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 VI, ''Terms, Conditions and Procedures for Application and Acceptance of the Offering 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 VI, ''Terms, Conditions and Procedures for Application and Acceptance of the Offering Units in Singapore'').

PROFIT FORECAST AND PROFIT PROJECTION

Statements contained in this section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set out on pages 55 to 60 of this Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. In 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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee, SPL or any other person, nor that these results will be achieved or are likely to be achieved (see ''Forward-looking Statements'' and ''Risk Factors''). 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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee and SPL guarantees the performance of MLT, 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 (i) the maximum and minimum subscription prices of the Offering Price Range and (ii) the assumption that the Listing Date is 28 July 2005. Such yields will vary accordingly if the Listing Date is after 28 July 2005 and in relation to investors who purchase Units in the secondary market at a market price that differs from the maximum and minimum subscription prices of the Offering Price Range.

The following table sets forth MLT's forecast and projected Statements of Net Investment Income and Distribution for the Forecast Period 2005 and the Projection Year 2006, respectively. The financial year-end of MLT is 31 December. MLT's first accounting period is for the period from 5 July 2004, being the date of its establishment, to 31 December 2005 and its next accounting period will be for the period from 1 January 2006 to 31 December 2006. The profit forecast and profit projection is based on the assumptions set out in ''Profit Forecast and Profit Projection''. The assumptions have been reviewed and the computations have been checked by KPMG (the ''Independent Reporting Accountants''). The profit forecast and profit projection should be read together with the report set out in Appendix I, ''Independent Accountants' Report on the Profit Forecast and Profit Projection'', as well as the assumptions and the sensitivity analysis set out in ''Profit Forecast and Profit Projection''.

Forecast and Projected Statements of Net Investment Income and Distribution

	Forecast Period 2005 (Five months from 1 August 2005 to 31 December 2005)		Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)	
	Based on maximum subscription price of S$0.68 (S$'000)	**Based on minimum subscription price of S$0.63 (S$'000)**	**Based on maximum subscription price of S$0.68 (S$'000)**	**Based on minimum subscription price of S$0.63 (S$'000)**
Gross Revenue	**16,153**	**16,153**	**39,103**	**39,103**
Less Property Expenses	(3,899)	(3,899)	(8,863)	(8,863)
Net Property Income	**12,254**	**12,254**	**30,240**	**30,240**
Manager's management fees	(1,332)[(1)]	(1,332)[(1)]	(3,221)	(3,221)
Trustee's fee	(50)	(50)	(120)	(120)
Other trust expenses	(520)	(520)	(524)	(524)
Interest income	55	55	140	138
Borrowing costs[(2)]	(1,499)	(1,732)	(3,652)	(4,211)
Net Investment Income before tax and distributions	**8,908**	**8,675**	**22,863**	**22,302**
Non-tax deductible expenses[(3)]	73	73	176	176
Taxable Income available for distribution to Unitholders	**8,981**	**8,748**	**23,039**	**22,478**
Offering Price (S$)	0.68	0.63	0.68	0.63
Number of Units in issue ('000)	546,300	546,300	546,300	546,300
Distribution per Unit[(4)] (cents)	1.64	1.60	4.22	4.11
Annualised distribution yield (%)	6.0%[(5)]	6.3%[(5)]	6.2%	6.5%

Notes:

(1) The Manager's Base Fee and the Trustee's fee have been computed based on MLT's Deposited Property less the amount of GST recoverable in respect of both the acquisition of certain Properties and unit issue costs incurred (where applicable) at the relevant payment dates during the Forecast Period 2005.

(2) The amount to be drawn down under the Facility will vary according to the Offering Price, and will represent the difference between (a) the cost of establishing MLT (which include the costs associated with the acquisition of the Properties as well as the issuance of the Units under the Offering and the Sienna Units) and (b) the aggregate proceeds from the Offering as well as the issuance of the Mapletree Partnership Units and the Sienna Units.

(3) These include the fees paid to the Trustee and the amortisation of the upfront fee on the Facility, which are non-deductible for tax purposes.

(4) Unitholders who have subscribed for the Units pursuant to the Offering will not be entitled to any distributions made for the period from 5 July 2004 (being the date of the establishment of MLT as a private trust, see "The Formation and Structure of Mapletree Logistics Trust — Background") and ending on the day immediately preceding the Listing Date. (See "Distributions".)

(5) Annualised distribution yield has been computed by extrapolating the revenue and expenses of MLT for the five months from 1 August 2005 to 31 December 2005, except that "Other trust expenses" have not been extrapolated as such expenses are expected to remain unchanged regardless of the length of the financial period under review.

RISK FACTORS

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.

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

As an investment in a collective investment scheme 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 in a collective investment scheme, 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 the relevant advisers about their particular circumstances.

Risks Relating to the Properties

There are specific risks in relation to the Properties (see also "Certain Agreements Relating to Mapletree Logistics Trust and the Properties" for more information about the specific risks).

The loss of key tenants or a downturn in the businesses of MLT's tenants could have an adverse effect on its financial condition and results of operations.

The ten largest tenants of the Properties (in terms of their contributions to the total Gross Revenue for the month ended 31 May 2005) accounted for approximately 63.3% of the total Gross Revenue of the Properties for the said period and approximately 68.7% of the aggregate Lettable Area of the Properties as at 31 May 2005. Accordingly, MLT's financial condition and results of operations and ability to make distributions may be adversely affected by the bankruptcy, insolvency or downturn in the businesses of one or more of these tenants, as well as the decision by one or more of these tenants not to renew its lease or to terminate its lease before it expires.

Further, each of 60 Alps Avenue, 61 Alps Avenue, 6 Changi South Lane, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, CIAS Flight Kitchen, 201 Keppel Road, 531 Bukit Batok Street 23, KLW Industrial Building and 11 Tai Seng Link is entirely let to a single lessee. These single-lessee properties accounted for 56.5% of the total Gross Revenue and 30.1% of the total Lettable Area as at 31 May 2005.

The Manager expects that MLT will continue to be dependent upon these tenants for a significant portion of its Gross Revenue. If these key tenants terminate their leases, do not renew their leases at expiry, or reduce their leased space in the Properties, the Gross Revenue of MLT could be adversely affected. Replacement tenants on satisfactory terms may not be found in a timely manner or at all.

The loss of one or more of the key tenants of the Properties could result in periods of vacancy, which could adversely affect MLT's rental income. In addition, the amount of rent and the terms on which lease renewals and new leases are agreed may be less favourable than current leases.

Replacement of the tenants in CIAS Flight Kitchen and Pulau Sebarok, if necessary, is constrained by the limited pool of potential tenants for these two Properties.

The pool of potential tenants for CIAS Flight Kitchen and Pulau Sebarok is limited. The State Lease for the land on which CIAS Flight Kitchen is situated provides that, if the whole or any part of the Property ceases to be used as an Inflight Catering Centre, the Property or the relevant part thereof must be surrendered to the President of the Republic of Singapore. In other words, the Property can only be used as an Inflight Catering Centre. Similarly, the State Lease for Pulau Sebarok provides that the Property shall be used as a slop reception and treatment centre, and for other related and port facilities purposes. There are only a few companies in Singapore involved in the inflight catering business or the oil storage and oil waste management business. If the tenants in these two Properties decide not to renew their leases or terminate their lease before they expire, replacement tenants may not be found easily and in a timely manner, or at all. This could adversely affect MLT's financial condition and results of operations as well as its ability to make distributions.

The properties in MLT's initial property portfolio on the Listing Date are located in Singapore, which exposes MLT to economic and real estate market conditions in Singapore (including increased competition in the real estate market).

The Properties are situated in Singapore. As a result, MLT's Gross Revenue and results of operations depend, to a large extent, on the performance of the Singapore economy. A decline in Singapore's economy could adversely affect MLT's results of operations and future growth.

The performance of MLT may also be adversely affected by a number of local real estate market conditions, such as the attractiveness of competing logistics properties or an oversupply of logistics properties or reduced demand for logistics properties.

MLT's acquisition of the Properties may be subject to risks associated with property acquisitions.

While the Manager believes that reasonable due diligence investigations have been conducted with respect to the Properties prior to their acquisition, there can be no assurance that the Properties will not have defects or deficiencies requiring significant capital expenditures, repair or maintenance expenses, or payment or other obligations to third parties, other than those disclosed in this Prospectus. The experts' reports that the Manager has relied upon as part of its due diligence investigations of the Properties may contain inaccuracies and deficiencies, as certain building defects and deficiencies may be difficult or impossible to ascertain due to the limitations inherent in the scope of the inspections, the technologies or techniques used or other factors.

In addition, there may be breaches of laws and regulations (including those in relation to real estate) or non-compliance with certain regulatory requirements, in respect of some of the Properties, which the Manager's due diligence investigations did not uncover. As a result, MLT may incur additional financial or other obligations in relation to such breaches or non-compliance.

In particular, the representations, warranties and indemnities granted in favour of MLT by the Sponsor and the vendors of certain Properties are subject to limitations as to their scope and as to the amount and timing of claims which can be made thereunder. There can be no assurance that MLT would be entitled to be reimbursed under such representations, warranties and indemnities for all losses or liabilities suffered or incurred by it as a result of its acquisition of the Properties.

MLT will hold the Properties on leases from Jurong Town Corporation ("JTC"), the Housing and Development Board (the "HDB") and the SLA, and these leases contain certain provision that may have an adverse effect on the financial condition and results of operations of MLT.

The Trustee, on behalf of MLT, will hold the Properties pursuant to separate leases from JTC, HDB and SLA, each of which contains a clause that requires the Trustee to surrender free of cost to the Singapore Government portions of the respective Properties that may be required in the future for certain public uses, such as roads, drainage and other public improvements. There have been previous instances in which lessees of land from JTC have been required to surrender portions of their land to the Singapore Government for roads, without compensation, pursuant to similar provisions in the relevant land leases. If MLT is required to surrender a portion of one of the Properties to the Singapore Government, it may have an adverse impact on the Gross Revenue and the value of MLT's property portfolio.

The Properties may be affected by contamination and other environmental issues.

The Properties and other properties owned by MLT may from time to time be affected by contamination or other environmental issues which may not previously have been identified and/or rectified. This raises a number of risks including:

- the risk of prosecution by relevant authorities;
- the requirement for unbudgeted additional expenditure to remedy such issues; and
- the adverse impact on the financial position of tenants arising from the above, affecting their ability to trade and to meet their tenancy obligations.

MLT may not be able to extend the terms of the underlying leases of certain of the Properties which are expressed to be for a leasehold estate of 30 + 30 years.

The underlying leases of certain of the Properties contain a covenant by the relevant lessor thereof to grant a further term of 30 years following the expiry of the current lease term subject to the satisfaction of certain conditions, such as there being no breach of any terms and conditions of the underlying leases. There is no assurance that such conditions for extension will be satisfied or that MLT's tenants while in occupation of the premises will not be in breach of the terms and conditions of the underlying leases or that such breach will be rectified in time or at all. If MLT for whatever reason is not able to extend the lease term of the underlying leases of any of these Properties, MLT will have to surrender such Property to its lessor upon the expiry of the original lease term. The value of the Deposited Property, and consequentially the asset value underlying the Units, may be substantially reduced upon such surrender. Any potential income expected after the extension of the lease term will not be realised. In addition, MLT may be required to incur substantial amounts of money to reinstate the Property to a state and condition acceptable to the lessor, including the demolition of any existing building and/or reinstatements thereof on the Property.

Risks Relating to MLT's Operations

The Manager is an indirect wholly owned subsidiary of the Sponsor and the Property Manager is a direct wholly owned subsidiary of the Sponsor. There may be potential conflicts of interest between MLT, the Manager, the Property Manager and the Sponsor.

The Sponsor, its subsidiaries, related corporations and associates are engaged in the investment in, and the development and management of, among other things, real estate which is wholly or partially used for logistics purposes in Singapore and elsewhere in the Asia-Pacific region. The Sponsor's wholly owned subsidiaries, MLPPL and MPL, will, immediately after the completion of the Offering, respectively hold 81,963,000 Units (constituting approximately 15.0% of the total number of Units expected to be in issue then) and 81,962,000 Units (constituting approximately 15.0% of the total number of Units expected to be in issue then).

Further, SPL, a wholly owned subsidiary of the Sponsor, will loan 46,500,000 Units (constituting approximately 8.5% of the total number of Units expected to be in issue immediately after the completion of the Offering) to the Underwriters to cover the over-allotment of Units (if any). Any such Units which are not purchased pursuant to the exercise of the Over-allotment Option will be re-delivered to SPL.

The Sponsor may exercise influence over the activities of MLT through the Manager, which is an indirect wholly owned subsidiary of the Sponsor.

As a result, the strategy and activities of MLT may be influenced by the overall interests of the Sponsor. Moreover, the Sponsor may in the future sponsor, manage or invest in other real estate investment trusts or other vehicles which may also compete directly with MLT. There can be no assurance that conflicts of interest will not arise between MLT and the Sponsor in the future, or that MLT's interests will not be subordinated to those of the Sponsor, whether in relation to the future acquisition of additional properties or property-related investments or in relation to competition for tenants, in Singapore and elsewhere in the Asia-Pacific region.

Further, the Property Manager, a direct wholly owned subsidiary of the Sponsor, has been appointed to manage the Properties as well as all future properties in Singapore to be acquired by MLT (see "Certain Agreements relating to MLT and the Properties — Property Management Agreement"). There can be no assurance that the Property Manager will not favour properties that the Sponsor has retained in its own property portfolio over those owned by MLT when providing leasing services to MLT, which could lead to lower occupancy rates and/or lower rental income for the properties owned by MLT as a whole and this could adversely affect distributions to Unitholders.

MLT faces certain risks in connection with the acquisition of properties from the Sponsor or parties related to the Sponsor.

MLT may acquire other assets from the Sponsor or parties related to the Sponsor in the future. There can be no assurance that the terms of acquisition of the Properties or other properties which may be acquired in the future from the Sponsor or parties related to the Sponsor, the negotiations with respect to the acquisition of the Properties or such other properties, the acquisition value of the Properties or such other properties and other terms and conditions relating to the purchase of the Properties or such other properties (in particular, with respect to the representations, warranties and/or indemnities agreed) are not or, as the case may be, will not be adverse to MLT or reflect or, as the case may be, will reflect, an arm's length acquisition of the Properties or other properties by MLT.

When MLT acquires other assets from the Sponsor or parties related to the Sponsor in the future, the Manager will obtain appraisals from independent parties and comply with all other requirements applicable to such transactions under the Property Funds Guidelines and the Listing Manual. In any event, Related Party Transactions entered into by MLT in the future (including acquisitions of assets from the Sponsor or parties related to the Sponsor), depending on the materiality of such transactions, may need to be publicly announced or, as the case may be, publicly announced and approved by Unitholders, and will be:

- decided by a majority vote of the directors of the Manager (''Directors''), including the vote of at least one Independent Director;
- reviewed and approved by the Manager's Audit Committee; and
- reviewed and approved by the Trustee (in accordance with, among other things, the Property Funds Guidelines). Under the Property Funds Guidelines, at a Unitholders' meeting which is convened to approve the acquisition of properties from the Sponsor or parties related to the Sponsor, persons who have an interest in the outcome of the proposed acquisition (which would include the Sponsor and its related parties) are not permitted to vote on the resolution approving the proposed acquisition.

Pro forma financial information in relation to the Properties is not available.

The Manager is unable to prepare pro forma statements of total return, cash flow statements and balance sheets to show the pro forma historical financial performance of MLT as:

- the Properties (save for the Sponsor Properties) were acquired from third parties and historical financial information relating to the relevant Properties are not available to MLT;
- several of the Properties (namely, 6 Changi South Lane, TIC Tech Centre, Lifung Centre, KLW Industrial Building, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, and 531 Bukit Batok Street 23) were wholly or partly occupied by their vendors prior to their acquisition by MLT. As such, even if the relevant historical financial information were made available to MLT, MLT would not be able to identify the property-related expenses of these vendors from the expenses incurred by the vendors in connection with their overall business operations. There would also not be any historical rental income for the Properties occupied, wholly or partly, by the vendors; and
- many of the Properties (70 Alps Avenue, 60 Alps Avenue, 6 Changi South Lane, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre and 531 Bukit Batok Street 23) have been owned by MLT for less than two months as at the date of this Prospectus. Any historical pro forma financial information in respect of such a short period is unlikely to be meaningful or accurately illustrate MLT's historical financial performance.

As such, there is no pro forma financial information by which the past performance of any or all of the Properties may be judged. This will make it more difficult for investors to assess their likely future performance. There can be no assurance that the Properties will be able to generate sufficient revenue for MLT to make distributions to Unitholders or that such distributions will be in line with those set out in ''Profit Forecast and Profit Projection''.

MLT's strategy of investing in logistics properties may entail a higher level of risk compared to other types of unit trusts that have a more diverse range of investments.

MLT's principal strategy of investing in real estate which is used for logistics purposes and real estate-related assets may entail a higher level of risk compared to other types of unit trusts that have a more diverse range of investments. A concentration of investments in a portfolio of such real estate assets in Singapore and elsewhere in the Asia-Pacific region may cause MLT to be susceptible to a downturn in the real estate market as well as the logistics industry in Singapore and the relevant regions elsewhere. This may lead to a corresponding decline in rental income for such real estate assets in MLT's portfolio and/or a decline in the capital value of MLT's portfolio, which will have an adverse impact on distributions to Unitholders and/or the results of operations and the financial condition of MLT.

The amount MLT may borrow is limited, which may affect the operations of MLT.

Under the Property Funds Guidelines, MLT is generally permitted to borrow only up to 35.0% of the value of its Deposited Property at the time the borrowing is incurred. The Property Funds Guidelines also provide that if (i) all the borrowings of the real estate investment trust are rated at least A (including any sub-categories or gradations therein) by Fitch, Inc., Moody's or Standard & Poor's or (ii) the credit rating of the real estate investment trust is at least A (including any sub-categories or gradations therein) as rated by Fitch, Inc., Moody's or Standard & Poor's, the real estate investment trust may borrow more than 35.0% of the value of its Deposited Property. Upon its listing on the SGX-ST, MLT will have an initial level of indebtedness of 25.0% of the value of its Deposited Property based on:

- MLT's unaudited pro forma balance sheet as at the Listing Date (see ''Unaudited Pro Forma Balance Sheet as at Listing Date''); and
- the maximum subscription price of the Offering Price Range (S$0.68).

A decline in the value of the Deposited Property may affect MLT's ability to incur further borrowings which are not rated at least A.

Adverse business consequences of this limitation on borrowings may include:

- an inability to fund capital expenditure requirements in relation to MLT's existing portfolio or in relation to the acquisition by MLT of additional properties to expand its portfolio;
- a decline in the value of the Deposited Property may cause the borrowing limit to be exceeded, thus affecting MLT's ability to incur further borrowings; and
- cash flow shortages (including with respect to distributions) which MLT might otherwise be able to resolve by borrowing funds.

MLT may have a higher level of gearing than certain other types of unit trusts.

MLT has in place the Facility, which is an unsecured three-year floating rate term loan facility of S$150.0 million. The Facility will be drawn upon on the Listing Date in an amount of S$109.9 million at the maximum subscription price of the Offering Price Range (S$0.68) and S$128.5 million at the minimum subscription price of the Offering Price Range (S$0.63).

Further, MLT may, from time to time, require additional debt financing to achieve the Manager's investment strategies.

MLT's level of borrowings represents a higher level of gearing 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.

MLT faces risks associated with debt financing.

MLT will be subject to risks associated with debt financing, including the risk that its cash flow will be insufficient to meet required payments of principal and interest under such financing and to make distributions to Unitholders.

MLT will distribute 100.0% of its taxable income and tax-exempt income (if any) for the period from the Listing Date to 31 December 2006. Thereafter, MLT will distribute at least 90.0% of its taxable income and tax-exempt income (if any). As a result of this distribution policy, MLT may not be able to meet all of its obligations to repay principal on its debt obligations through its cash flow from operations. As such, MLT may be required to repay maturing debt with funds from additional debt or equity financing or both. There can be no assurance that such financing will be available on acceptable terms or at all.

MLT will also be subject to the risk that the terms of such refinancing will not be as favourable as the terms of its existing borrowings. In addition, MLT may be subject to certain covenants in connection with any future borrowings that may limit or otherwise adversely affect its operations and its ability to make distributions to Unitholders. Such covenants may also restrict MLT's ability to acquire properties or undertake other capital expenditure or may require it to set aside funds for maintenance or repayment of security deposits. Furthermore, if prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of lenders to make loans in relation to logistics properties) result in higher interest rates upon refinancing, the interest expense relating to such refinanced indebtedness would increase, which would adversely affect MLT's cash flow and the amount of distributions it could make to Unitholders.

Neither MLT nor the Manager, as new entities, has an established operating history.

MLT was established on 5 July 2004 and the Manager was incorporated on 19 January 2005. Accordingly, neither MLT (as a real estate investment trust) nor the Manager (as the manager of a real estate investment trust) has sufficiently long operating histories by which their past performance as such may be judged. This will make it more difficult for investors to assess their likely future performance. There can be no assurance that MLT will be able to generate sufficient revenue from operations 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 may not be able to implement its investment strategy.

The Manager's investment strategy includes growing MLT's portfolio of properties which are wholly or partly used for logistics purposes in Singapore and elsewhere in the Asia-Pacific region, and providing regular and stable distributions to Unitholders. There can be no assurance that the Manager will be able to implement its investment strategy successfully or that it will be able to expand MLT's portfolio at all, or at any specified rate or to any specified size. The Manager may not be able to make acquisitions or investments on favourable terms or within a desired time frame. MLT will be relying on external sources of funding to expand its portfolio, which may not be available on favourable terms or at all. Even if MLT is able to successfully make additional property acquisitions or investments, there can be no assurance that MLT will achieve its intended return on such acquisitions or investments. Since the amount of borrowings that MLT can incur to finance acquisitions is limited by the Property Funds Guidelines (see ''— Risks Relating to MLT's Operations — The amount MLT may borrow is limited, which may affect the operations of MLT.''), such acquisitions are likely to be largely dependent on MLT's ability to raise equity capital, which may result in a dilution of Unitholders' holdings. Potential vendors may also view the prolonged time frame and lack of certainty generally associated with the raising of equity capital to fund any such purchase negatively and may prefer other potential purchasers.

Furthermore, there may be significant competition for attractive investment opportunities from other real estate investors, including logistics facilities development companies, private investment funds and other real estate investment funds or property trusts whose investment policy is also to invest in properties which are wholly or partly used for logistics purposes. There can be no assurance that MLT will be able to compete effectively against such entities.

MLT depends on certain key personnel, and the loss of any key personnel may adversely affect its operations.

MLT's performance depends, in part, upon the continued service and performance of key staff members of the Manager. These key personnel may leave the Manager in the future or compete with the Manager and MLT. The loss of any of these individuals, or of one or more of the Manager's other key employees, could have a material adverse effect on MLT's financial condition and results of operations.

Risks Relating to Investing in Real Estate

While the Properties are located in Singapore, MLT's future acquisitions may be located elsewhere in the Asia-Pacific region, which exposes MLT to economic and real estate market conditions and changes in fiscal policies in such other countries.

The principal investment strategy of MLT is to invest in, among other things, a diversified portfolio of income-producing real estate which is used for logistics purposes in Singapore and elsewhere in the Asia-Pacific region.

Investment in properties in such other countries will expose MLT to the local real estate market conditions in these countries. An economic decline in any one or more of the countries in which the properties of MLT are located could adversely affect MLT's results of operations and future growth. Other local real estate market conditions which may adversely affect the performance of MLT include the attractiveness of competing logistics properties or, for example, if there is an oversupply of logistics properties or reduced demand for logistics properties. MLT may also be exposed to risks associated with exchange rate fluctuations between the Singapore dollar and the local currency of foreign countries.

Further, MLT will be subject to foreign real estate laws, regulations and policies as a result of its property investments in foreign countries. There might be a negative impact on MLT's properties in a foreign country as a result of measures and policies adopted by the relevant foreign governments and regulatory authorities at national, provincial or local levels, such as government control over property investments or regulations in relation to foreign exchange. Legal protection and recourse available to MLT in certain countries may be limited.

In addition, the income and gains derived from investment in properties in such other countries will be subject to various types of taxes in Singapore and these foreign countries, including income tax, withholding tax, capital gains tax and any other taxes that may be imposed specifically for ownership of real estate. All these taxes, which are subject to changes in laws and regulations that may lead to an increase in tax rates or the introduction of new taxes, could adversely affect and erode the returns from these properties and hence the yield to investors. There is also no assurance that MLT will be able to repatriate to Singapore the income and gains derived from investment in properties outside Singapore on a timely and regular basis. Any inability to repatriate the income and gains to Singapore will affect MLT's ability to make distributions to Unitholders out of such income and gains.

The Gross Revenue earned from, and the value of, the Properties may be adversely affected by a number of factors.

The Gross Revenue earned from, and the value of, MLT's properties may be adversely affected by a number of factors, including:

- the Property Manager's ability to collect rent from tenants on a timely basis or at all;
- the amount and extent to which MLT is required to grant rental rebates to tenants due to market pressure;
- defects affecting MLT's Properties which could result in the inability of the relevant tenants to operate on the relevant Properties and thereby resulting in the inability of such tenants to make timely payments of rent;
- tenants requesting waiver of interest on late payment of rent;
- tenants seeking the protection of bankruptcy laws which could result in delays in the receipt of rent payments, inability to collect rental income, or delays in the termination of the tenant's lease, or which could hinder or delay the re-letting of the space in question or the sale of the relevant property;
- the local and international economic climate and real estate market conditions (such as oversupply of, or reduced demand for, logistics properties, changes in market rental rates and operating expenses for MLT's properties);
- vacancies following the expiry or termination of tenancies that lead to reduced occupancy rates which reduce MLT's Gross Revenue and its ability to recover certain operating costs through service charges;
- the amount of rent payable by tenants and other terms on which tenancy renewals and new tenancies are agreed being less favourable than those under current tenancies;
- the Manager's ability to provide adequate management and maintenance or to purchase or put in place adequate insurance in relation to MLT's properties;
- competition for tenants from other logistics properties which may affect rental levels or occupancy levels at MLT's properties;
- changes in laws and governmental regulations in relation to real estate, including those governing usage, zoning, taxes and government charges. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance. Rights related to the relevant properties may also be restricted by legislative actions, such as revisions to the laws relating to building standards or town planning laws, or the enactment of new laws related to condemnation and redevelopment; and

- acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases and other events beyond the control of the Manager.

Properties held by MLT may be subject to increases in Property Expenses and other operating expenses.

MLT's ability to make distributions to Unitholders could be adversely affected if Property Expenses and other operating expenses increase without a corresponding increase in revenue.

Factors which could increase Property Expenses and other operating expenses include:

- increases in property taxes and other statutory charges;
- changes in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies;
- increases in annual rents and/or service charge payable to the lessors under the underlying land leases for the properties held by MLT;
- increases in utility charges;
- increases in sub-contracted service costs;
- increases in the rate of inflation;
- increases in insurance premiums; and
- defects affecting or environmental pollution in connection with MLT's properties which need to be rectified, leading to unforeseen capital expenditure.

MLT may be adversely affected by the illiquidity of real estate investments.

MLT will invest primarily in real estate and real estate-related assets. This involves a higher level of risk as compared to a portfolio which has a diverse range of investments. Property investments are relatively illiquid. Such illiquidity may affect MLT's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, real estate market or other conditions. For instance, MLT 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. Moreover, MLT may face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate due to the illiquid nature of real estate assets. These factors could have an adverse effect on MLT's financial condition and results of operations, with a consequential adverse effect on MLT's ability to deliver expected distributions to Unitholders.

MLT's properties or any part thereof may be acquired compulsorily.

The Land Acquisition Act, Chapter 152 of Singapore gives the Singapore Government the power to acquire any land in Singapore:

- for any public purpose;
- where the acquisition is of public benefit or of public utility or in the public interest; or
- for any residential, commercial or industrial purposes.

The compensation to be awarded pursuant to any compulsory acquisition would be based on the lowest of:

- the market value of the property as at 1 January 1995;
- 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 publication, a declaration of intention to acquire is made by publication in the Government Gazette); and
- the market value of the property as at the date of publication in the Government Gazette of the declaration of intention to acquire.

Accordingly, if the market value of a property (or part thereof) in Singapore which is compulsorily acquired is greater than the lowest of the market values referred to above, the compensation paid in respect of the acquired property will be less than its market value.

MLT's future acquisitions may be located in other countries. The laws of these countries may also provide for a right by the governments of these countries to compulsorily acquire any land or property with no compensation to the owner or with compensation which is below market value. Such compulsory acquisitions would have an adverse effect on the Gross Revenue and the value of MLT's property portfolio.

MLT may suffer material losses in excess of insurance proceeds.

MLT's properties could suffer physical damage caused by fire or other causes or MLT may suffer public liability claims, all of which may result in losses (including loss of rent) that may not be fully compensated by insurance proceeds. In addition, certain types of risks (such as the risk of war and losses caused by the outbreak of contagious diseases and contamination or other environmental breaches) may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. Currently, MLT's insurance policies for the Properties do not cover acts of war, outbreak of contagious diseases or contamination or other environmental breaches. Should an uninsured loss or a loss in excess of insured limits occur, MLT could be required to pay compensation and/or lose capital invested in the affected Property as well as anticipated future revenue from that Property. MLT would also remain liable for any debt or other financial obligation related to that Property. No assurance can be given that material losses in excess of insurance proceeds will not occur in the future.

Risks Relating to an Investment in the Units

The sale or possible sale of a substantial number of Units by MLPPL, MPL, SPL or the Investing Vendors in the public market following the lapse of their lock-up arrangements could adversely affect the price of the Units.

MLPPL and MPL, both of which are wholly owned subsidiaries of the Sponsor, will immediately after the completion of the Offering, hold 163,925,000 Units (constituting approximately 30.0% of the total number of Units expected to be in issue then).

In conjunction with the Offering, 46,500,000 Units (constituting approximately 8.5% of the total number of Units expected to be in issue after the completion of the Offering) will be placed to SPL, a wholly owned subsidiary of the Sponsor, to be lent to the Underwriters to cover the over-allotment of Units (if any). Any such Units which are not purchased pursuant to the exercise of the Over-allotment Option will be re-delivered to SPL.

Further, Investing Vendors have agreed to subscribe for an aggregate of 24,998,000 Mapletree Partnership Units, or approximately 4.6% of the Units in issue on the Listing Date.

Each of MLPPL, MPL and SPL (to the extent that any of the Sienna Units are returned to it) has agreed to (a) a lock-up arrangement in respect of all of their Units for the First Lock-up Period and (b) a lock-up arrangement for the Second Lock-up Period in respect of 50.0% of their Units, subject to certain exceptions. Tian An Investments Pte. Ltd. and DG Logistik Pte. Ltd. have each agreed to a 180-day lock-up period, and Boustead Projects Pte Ltd, Ban Teck Han Enterprise Co Pte Ltd and Teckwah Industrial Corporation Ltd have each agreed to a 90-day lock-up period, from and including the Listing Date in respect of their Units, subject to certain exceptions. (See "Plan of Distribution — Lock-up Arrangements".)

Units will be tradable on the Main Board of the SGX-ST. If any of MLPPL, MPL, SPL or the Investing Vendors (following the lapse of its respective lock-up arrangement or pursuant to any applicable waivers) directly or indirectly sells or is perceived as intending to sell a substantial amount of its Units, or if a secondary offering of the Units is undertaken, the market price for the Units could be adversely affected (see "Plan of Distribution — Lock-up Arrangements" and "Ownership of the Units").

The proceeds from a winding up of MLT may be less than the amount invested by investors under the Offering.

The issue of Units under the Offering at the Offering Price will be at a premium to MLT's net asset value. On the Listing Date, at the maximum subscription price of the Offering Price Range, there will be a premium of approximately 22.4% to the net asset value per Unit. Should MLT be wound up, there is no guarantee that an investor under the Offering will recover all or any part of his investment.

The net asset value per Unit may be diluted if further issues are priced below the current net asset value per Unit.

The Trust Deed contemplates that new issues of Units may occur and the subscription price for which may be above, at or below the then current net asset value per Unit. Where new Units, including Units which may be issued to the Manager in payment of the Manager's management fees, are issued at less than the net asset value per Unit, the net asset value of each existing Unit may be diluted.

MLT may be unable to comply with the terms of the Tax Ruling or the Tax Ruling may be revoked or amended.

MLT has received the Tax Ruling from the IRAS under which tax transparency has been granted to MLT on stipulated terms and conditions. These terms and conditions include undertakings by the Trustee and the Manager to take all reasonable steps necessary to safeguard the IRAS against the loss of tax as a result of the Tax Ruling and to comply with all administrative requirements to ensure ease of tax administration.

The Tax Ruling grants tax transparency to MLT on taxable income that is distributed to Unitholders. The Tax Ruling, either in part or in whole, may be revoked or its terms may be reviewed and amended by the IRAS at any time. If the Tax Ruling is revoked or if MLT is unable to comply with its terms, MLT will be subject to tax on its taxable income and the tax will be assessed on, and collected from, the Trustee, in which case distributions to all Unitholders will be made after tax. If the terms of the Tax Ruling are amended, MLT may not be able to comply with the new terms imposed and this non-compliance could affect MLT's tax transparent status and its ability to distribute its taxable income free of tax deducted at source (see ''Taxation — Terms and Conditions of the Tax Ruling'' and Appendix V, ''Independent Taxation Report'' for more information on the terms of the Tax Ruling).

Foreign Unitholders may not be permitted to participate in future rights issues by MLT.

The Trust Deed provides that in relation to any rights issue, 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 and who have not provided CDP with addresses in Singapore for the service of notices and documents. The rights or entitlements to the Units to which such Unitholders would have been entitled will be offered for sale and sold in such manner, at such price and on such other terms and conditions the Manager may determine, subject to such other terms and conditions as the Trustee may impose. The proceeds of any such sale, if successful, will be paid to the Unitholders whose rights or entitlements have been thus sold, provided that where such proceeds payable to the relevant Unitholder are less than S$10.00, the Manager is entitled to retain such proceeds as part of the Deposited Property. The unitholding of the relevant Unitholder may be diluted as a result of such sale.

Distribution of 100.0% of taxable income and tax-exempt income (if any) for the period from the Listing Date to 31 December 2006 and at least 90.0% of its taxable income and tax-exempt income (if any) thereafter may cause MLT to face liquidity constraints.

The Manager will distribute 100.0% of MLT's taxable income and tax-exempt income (if any) for the period commencing from the Listing Date to 31 December 2006. Thereafter, the Manager will distribute at least 90.0% of MLT's taxable income and tax-exempt income (if any). MLT is required by the Tax Ruling to distribute at least 90.0% of its taxable income. If MLT's taxable income is greater than its cash flow from operations, it may have to borrow to meet ongoing cash flow requirements in order to distribute at least 90.0% of its taxable income since it may not have any reserves to draw on. MLT's ability to borrow is, however, limited by the Property Funds Guidelines (see ''— Risks Relating to MLT's Operation — The amount MLT may borrow is limited, which may affect the operations of MLT.''). Failure to make distributions would put MLT in breach of the terms of the Tax Ruling and MLT would be liable to pay income tax on its taxable income.

The actual performance of MLT and the Properties could differ materially from the forward-looking statements in this Prospectus.

This Prospectus contains forward-looking statements regarding, among other things, forecast and projected distribution levels for the period from 1 August 2005 to 31 December 2006. These forward-looking statements are based on a number of assumptions which are subject to significant uncertainties and contingencies, many of which are outside of MLT's control (see ''Profit Forecast and Profit Projection — Assumptions''). In addition, MLT's revenue is dependent on a number of factors, including the receipt of rent from the Properties, which may decrease for a number of reasons, such as the decline in occupancy and rental rates, insolvency of tenants or delay in rent payment by tenants. This may adversely affect MLT's ability to achieve the forecast and projected distributions as some or all of the events and circumstances assumed may not occur as expected, or events and circumstances, which are not currently anticipated, may arise. Actual results may be materially different from the forecast and projections. While the Manager currently expects to meet the forecast and projected distribution levels, no assurance can be given that the assumptions will be realised and the actual distributions will be as forecast and projected.

Unitholders may bear the effects of tax adjustments on income distributed in prior periods.

Distributions will be based on MLT's taxable income as computed by the Manager. MLT's taxable income as computed by the Manager may, however, be subject to adjustment by the IRAS. The effect of this adjustment would mean that MLT's actual taxable income may either be higher or lower than what was computed by the Manager. The difference between MLT's actual taxable income and MLT's taxable income as computed by the Manager for the purpose of making a distribution to Unitholders will be added to or deducted from the taxable income computed by the Manager for the subsequent distribution to Unitholders and thus affect the amount of these subsequent distributions. Similarly, if MLT distributes gains realised from the disposal of properties and such gains are subsequently assessed for taxation as trading gains by the IRAS, Unitholders in subsequent distribution periods will bear the incidence of such taxes (see Appendix V, ''Independent Taxation Report'' for further details).

The laws, regulations and accounting standards in Singapore to which MLT is subject may change.

MLT may be affected by the introduction of new or revised legislation, regulations or accounting standards. There can be no assurance that any such changes will not have an adverse effect on the ability of the Manager to carry out MLT's investment strategy or on the operations and financial condition of MLT.

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. In particular, 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 Manager is not obliged to redeem Units.

Unitholders have no right to request the Manager to redeem their Units while the Units are listed on the SGX-ST. It is intended that Unitholders may only deal in their listed Units through trading on the SGX-ST.

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.

Prior to the Offering, there is no public market for the Units and an active public market for the Units may not develop or be sustained after the Offering. While 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, listing and quotation 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.

Although it is currently intended that the Units will remain listed on the SGX-ST, there is no guarantee of the continued listing of the Units. MLT may not continue to satisfy the listing requirements for real estate investment trusts.

Further, it may be difficult to assess MLT's performance against either domestic or international benchmarks.

The rights of Unitholders are not identical to, and in some cases less protective than, the rights of shareholders under Singapore laws.

The rights of Unitholders are not identical to those granted to holders of shares in companies incorporated in Singapore.

For example, the Singapore Code on Takeovers and Mergers and the provisions of Sections 138 to 140 of the Securities and Futures Act do not apply to acquisitions of Units. As such, a person may acquire any number of Units without being required to make a general offer to acquire the Units held by other Unitholders. In such an event, there is a risk that Unitholders may not benefit from a possible premium price over the then prevailing market price of the Units.

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 Underwriters and may not be indicative of the market price for the Units after the completion of the Offering. The Units may trade at prices significantly below the Offering Price after the Offering. The trading price of the Units will depend on many factors, including:

- the perceived prospects of MLT's business and investments and the Singapore logistics real estate market;
- differences between MLT'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 MLT'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 future size and liquidity of the Singapore real estate investment trust market;
- any future changes to the regulatory system, including the tax system, both generally and specifically in relation to Singapore real estate investment trusts;
- the ability on MLT's part to implement successfully its investment and growth strategies;
- foreign exchange rates; and
- broad market fluctuations, including weakness of the equity market and increases in interest rates.

For these reasons, among others, Units may trade at prices that are higher or lower than the net asset value per Unit. To the extent that MLT retains operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of its underlying assets, may not correspondingly increase the market price of the Units. Any failure on MLT's part to meet market expectations with regard to future earnings and cash distributions may adversely affect the market price for the Units.

In addition, the Units are not capital-safe products and there is no guarantee that Unitholders can regain the amount invested. If MLT is terminated or liquidated, it is possible that investors may lose all or a part of their investment in the Units.

The Manager may change MLT's investment strategy.

MLT's policies with respect to certain activities including investments and acquisitions will be determined by the Manager. While the Manager has stated its intention to invest, whether directly or indirectly, in a diversified portfolio of income-producing real estate which is used for logistics purposes, whether wholly or partially, in Singapore and elsewhere in the Asia-Pacific region, as well as real estate-related assets, and such strategy may not be changed for a period of three years commencing from the Listing Date (as the Listing Manual prohibits a departure from the Manager's stated investment strategy for MLT for the said period unless otherwise approved by an Extraordinary Resolution of Unitholders), the Trust Deed gives the Manager wide powers of investing in other types of assets, including any real estate, real estate-related assets, as well as listed and unlisted securities in Singapore and other jurisdictions. There are risks and uncertainties with respect to the selection of investments and with respect to the investments themselves.

USE OF PROCEEDS

The Manager intends to raise between an aggregate of S$240.9 million (based on the minimum subscription price of the Offering Price Range of S$0.63 per Unit) and S$260.0 million (based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit) from the Offering as well as the issuance of the Mapletree Partnership Units and the Sienna Units.

The Manager also intends to make a draw down from the Facility. The actual amount to be drawn down will represent the difference between (a) the cost of establishing MLT of approximately S$369.9 million (based on the maximum subscription price of the Offering Price Range of S$0.68) or S$369.4 million (based on the minimum subscription price of the Offering Price Range of S$0.63), as shown in the following tables and (b) the aggregate proceeds from the Offering as well as the issuance of the Mapletree Partnership Units and the Sienna Units. The Manager will draw down an amount of between S$109.9 million (based on the maximum subscription price of the Offering Price Range of S$0.68) and S$128.5 million (based on the minimum subscription price of the Offering Price Range of S$0.63) from the Facility.

The Manager intends to apply the total proceeds from the Offering, the issuance of the Mapletree Partnership Units and the Sienna Units, as well as the draw down from the Facility towards:

(i) payment to the Sponsor of the purchase price of the Sponsor Properties (*i.e.* 201 Keppel Road, Pulau Sebarok and CIAS Flight Kitchen);

(ii) partial repayment of loans granted by MLPPL (S$101.1 million) and MPL (S$168.5 million) to MLT for the purpose of acquiring the Third Party Properties (*i.e.* 70 Alps Avenue, 60 Alps Avenue, 61 Alps Avenue, 6 Changi South Lane, TIC Tech Centre, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, 531 Bukit Batok Street 23, KLW Industrial Building and 11 Tai Seng Link), together with interest of 2.75% per annum payable on such loans; and

(iii) payment of the acquisition costs of the Properties (other than 61 Alps Avenue, TIC Tech Centre, KLW Industrial Building and 11 Tai Seng Link, which are Properties that MLT already owns as at the date of this Prospectus) as well as issue and debt related costs.

The following tables, included for the purpose of illustration, sets out the intended source and application of the total proceeds from the Offering, the issuance of the Mapletree Partnership Units and the Sienna Units, as well as the draw down from the Facility.

Based on the maximum subscription price of the Offering Price Range of S$0.68:

Source	**(S$'000)**	**Application**	**(S$'000)**
Borrowings[(1)]	109,905	Acquisition of Sponsor Properties	127,751[(2)]
Offering	211,396	Partial repayment of loans granted by MLPPL and MPL	230,461
Mapletree Partnership Units	16,999	Transaction costs[(3)]	11,708
Sienna Units	31,620		
Total	**369,920**	**Total**	**369,920**

Based on the minimum subscription price of the Offering Price Range of S$0.63:

Source	**(S$'000)**	**Application**	**(S$'000)**
Borrowings[1]	128,532	Acquisition of Sponsor Properties	127,776[2]
		Partial repayment of loans granted by	
Offering	195,852	MLPPL and MPL	230,461
Mapletree Partnership Units	15,749	Transaction costs[3]	11,191
Sienna Units	29,295		
Total	**369,428**	**Total**	**369,428**

Notes:

(1) Includes upfront debt establishment fee.

(2) Being the total consideration of the Sponsor Properties of S$136.50 million less deferred consideration of S$8.75 million (based on the maximum subscription price of the Offering Price Range of S$0.68) and S$8.72 million (based on the minimum subscription price of the Offering Price Range of S$0.63).

(3) This comprises payment of the acquisition costs of the Properties (other than 61 Alps Avenue, TIC Tech Centre, KLW Industrial Building and 11 Tai Seng Link) and issue and debt related costs, including expenses incurred in relation to the Offering, the issuance of the Mapletree Partnership Units and the Sienna Units, the Facility and GST, where applicable.

As at the Listing Date, MLT will have a cash balance of approximately S$7.9 million. The Manager believes that this cash balance will be sufficient for MLT's working capital requirements over the next 12 months following the close of the Offering. No portion of the proceeds from the Offering is expected to be set aside as working capital as at the Listing Date.

OWNERSHIP OF THE UNITS

Units to be Issued to MLPPL, MPL and SPL

As at the date of this Prospectus, MLPPL is the sole Unitholder of MLT. Two Units were issued to MLPPL at an issue price of S$1.00 per Unit upon the establishment of MLT on 5 July 2004 (see ''The Formation and Structure of Mapletree Logistics Trust — Background'' for details). MLPPL has not been granted any special rights under the Trust Deed that are distinct from the rights enjoyed by any other Unitholder under the Trust Deed.

Loans were granted by MLPPL and MPL to MLT for the acquisition of the Third Party Properties. As at the date immediately preceding the Listing Date, the pro forma aggregate amount owing on these loans will be S$269.5 million, of which S$230.4 million will be repaid to MLPPL and MPL from a portion of the proceeds from the Offering, the issuance of the Mapletree Partnership Units and the Sienna Units, as well as the draw down from the Facility. Also, the Mapletree Sponsor Units (representing approximately 30.0% of the total number of Units expected to be in issue after the completion of the Offering) will be issued to MLPPL and MPL on the Listing Date at an issue price of S$0.24 per Unit in repayment of the remaining S$39.1 million of the outstanding loans from MLPPL and MPL. Assuming that the Mapletree Sponsor Units are issued just before the issue of the Units under the Offering, the Mapletree Partnership Units and the Sienna Units, the notional net asset value per Unit for the Mapletree Sponsor Units would be approximately S$0.33.

Separately, 46,500,000 Units will be placed to SPL, a wholly owned subsidiary of the Sponsor. These Sienna Units, which constitute approximately 8.5% of the total number of Units expected to be in issue after the completion of the Offering, will be lent to the Underwriters to cover the over-allotment of Units (if any).

Subscription for Mapletree Reserved Units

17,697,000 Units have been reserved under the Public Offer for subscription by the directors, management, employees and business associates of the Sponsor and its subsidiaries.

Subscription for Mapletree Partnership Units

Separate from the Offering, 24,998,000 Units have been pre-committed and reserved for subscription by the Investing Vendors. The Investing Vendors had sold certain of the Properties to MLT. The subscription by the Investing Vendors of the Mapletree Partnership Units will cement the ongoing partnership between MLT and them in complementing each other's business objectives.

The Mapletree Partnership Units represent approximately 4.6% of the total number of Units expected to be in issue after the completion of the Offering. The Sponsor has indicated that, in the event that any of the Mapletree Partnership Units are not subscribed for, such Units will be taken up by the Sponsor and/or one or more of its wholly owned subsidiaries.

The following is a brief description of each of the Investing Vendors, their principal business activities and the number of Units which have been subscribed by each of them:

- Tian An Investments Pte Ltd, which has subscribed for 7,353,000 Mapletree Partnership Units, occupies Tentat Districentre. Through its related company, Tentat Singapore Pte Ltd, Tian An Investments Pte Ltd carries out packaging and storage work within the premises. It also provides container and conventional trucking services, local distribution services, material handling services as well as international export and import/freight forwarding services.

- DG Logistik Pte. Ltd. has subscribed for 7,352,000 Mapletree Partnership Units. It occupies 21/23 Benoi Sector and provides third party logistics services, including logistics support and material handling services.

- Boustead Projects Pte Ltd leases 6 Changi South Lane and has subscribed for 4,411,000 Mapletree Partnership Units. Boustead Projects Pte Ltd is a subsidiary of Boustead Singapore Limited, a company listed on the Main Board of the SGX-ST. Boustead Projects Pte Ltd specialises in the designing and building of logistics industrial facilities.

- Ban Teck Han Enterprise Co Pte Ltd has subscribed for 2,941,000 Mapletree Partnership Units. Ban Teck Han Enterprise Co Pte Ltd is the sole occupier of Ban Teck Han Building and is in the business of distributing plastic disposable products.
- Teckwah Industrial Corporation Ltd, which has subscribed for 2,941,000 Mapletree Partnership Units, is a major tenant at TIC Tech Centre. Teckwah Industrial Corporation Ltd is a company listed on the Main Board of the SGX-ST. The principal activities of the company and the group are those relating to the provision of value chain management services, critical parts management, provision of third party logistics services and online distribution of digital content.

Principal Unitholders of MLT and their Unitholdings

The following table sets out the principal Unitholders of MLT and their unitholdings after the Offering and the issuance of the Mapletree Sponsor Units, the Mapletree Partnership Units as well as the Sienna Units:

	Units owned after Offering (assuming that the Over-allotment Option is not exercised)[1]		Units owned after Offering (assuming that the Over-allotment Option is exercised in full)	
	('000)	(%)	('000)	(%)
The Sponsor[1]	210,425	38.5	163,925	30.0
Investing Vendors	24,998	4.6	24,998	4.6
Public and institutional investors[2]	310,877	56.9	357,377	65.4
Total	546,300	100.0	546,300	100.0

Notes:

(1) The Sponsor will hold Units through MLPPL, MPL and SPL. MLPPL will hold 81,963,000 Units constituting approximately 15.0% of the Units in issue on the Listing Date while MPL will hold 81,962,000 Units constituting approximately 15.0% of the Units in issue on the Listing Date. SPL will loan the Sienna Units constituting approximately 8.5% of the total number of Units expected to be in issue after the completion of the Offering, to the Underwriters to cover the over-allotment of Units (if any). Any Sienna Units which are not purchased pursuant to the exercise of the Over-allotment Option will be re-delivered to SPL.

(2) Includes the Mapletree Reserved Units.

Changes in Issued Capital and Net Assets

The following table shows the changes in the issued capital of MLT, and the resulting net assets and net assets per Unit since its establishment:

Date	Type of Issue	Number of Units Issued	Total Number of Units in Issue	Total Net Assets	Net Assets per Unit
				(S$)	(S$)
5 July 2004	Issue of Units to MLPPL upon the establishment of MLT[1]	2	2	2.00	1.00

Note:

(1) See "The Formation and Structure of Mapletree Logistics Trust — Background" for details.

Subscription by the Directors

The Directors may subscribe for Units under the Public Offer and/or the Placement Tranche. Save for the Manager's internal policy which prohibits the Directors from dealing in the Units at certain times (see "The Manager and Corporate Governance" for further details), there is no restriction on the Directors disposing of or transferring all or any part of their unitholdings.

DISTRIBUTIONS

MLT's distribution policy is to distribute at least 90.0% of its taxable income, comprising substantially its income from the letting of its properties and related property services income after deduction of allowable expenses and allowances, and of its tax-exempt income (if any). However, MLT will distribute 100.0% of its taxable income and tax-exempt income (if any) for the period from the Listing Date to 31 December 2006. Thereafter, MLT will distribute at least 90.0% of its taxable income and tax-exempt income (if any), with the actual level of distribution to be determined at the Manager's discretion. Distributions, when paid, will be in Singapore dollars.

On the day immediately preceding the Listing Date, MLT will make a distribution of an aggregate amount based on the Manager's best estimate of MLT's net income (net of tax payable thereon by MLT) for the period from 5 July 2004 (being the date of the establishment of MLT as a private trust — see "The Formation and Structure of Mapletree Logistics Trust — Background") to the day immediately preceding the Listing Date (the "Private Trust Distribution Amount") to MLPPL, which owns 100.0% of the Units immediately prior to the Listing Date. The Manager's estimate of this amount will be reviewed by a firm of certified public accountants.

MLPPL will agree with each of the Trustee and the Manager that the Private Trust Distribution Amount will constitute full and final settlement of its distribution entitlement for the period from 5 July 2004 to the day immediately preceding the Listing Date. Conversely, the Trustee and the Manager have agreed with MLPPL that they will not seek reimbursement from MLPPL if the actual net income of MLT for this period is subsequently determined to be a lesser amount than that estimated by the Manager. Accordingly, MLT will benefit from the surplus if MLT's actual net income for the period is more than the amount estimated by the Manager, or bear the deficit if its actual net income for the period is less than the amount estimated by the Manager.

After MLT has been admitted to the Main Board of the SGX-ST, MLT will make distributions to Unitholders on a quarterly basis, with the amount calculated as at 31 March, 30 June, 30 September and 31 December each year for the three-month period ending on each of the said dates. However, MLT's first distribution after the Listing Date will be for the period from the Listing Date to 31 December 2005 and will be paid by the Manager on or before 1 March 2006. Subsequent distributions will take place on a quarterly basis. Under the Trust Deed, the Manager is required to pay distributions within 60 days after the end of each distribution period.

In the event that there are gains arising from sales of real properties, and only if such gains are surplus to the business requirements and needs of MLT and its taxability or otherwise confirmed by the IRAS, the Manager may, at its discretion, direct the Trustee to distribute such gains. Such gains, if not distributed, will form part of the Deposited Property.

MLT's primary source of liquidity to fund distributions, servicing of debt, payment of non-property expenses and other recurring capital expenditure will be from the receipts of Gross Revenue and the borrowings where appropriate.

Individuals and Qualifying Unitholders will receive their income distributions from MLT free of tax deducted at source. Individuals who hold the Units jointly with other individuals will also receive their income distributions from MLT free of tax deducted at source.

Other Unitholders (including individuals who hold the Units through a partnership) will receive their income distributions net of tax deducted at source at the prevailing corporate tax rate, currently at 20.0% or at the reduced rate of 10.0% as announced in the 2005 Budget on 18 February 2005.

The Singapore Government announced in the 2005 Budget on 18 February 2005 that the tax rate on distributions made by any real estate investment trust listed on the SGX-ST to foreign non-individual investors will be reduced from 20.0% to 10.0% for a five-year period commencing from 18 February 2005. Based on the circular dated 28 February 2005 issued by the MAS, a foreign non-individual investor is one who is not a resident of Singapore for income tax purposes and:

- who does not have a permanent establishment in Singapore; or
- who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used to acquire the units in the real estate investment trust are not obtained from that operation.

Following this announcement, and subject to the precise wording of the legislation that will be enacted for the reduction in tax rate as announced, distributions made to foreign non-individual Unitholders will be subject to tax deduction at source at the reduced rate of 10.0% for a five-year period commencing from 18 February 2005.

Nominees who hold the Units for the benefit of others will receive their income distributions net of tax deducted at source at the prevailing corporate tax rate, currently at 20.0%, except in the following situations:

- where the Units are held for the benefit of individuals or Qualifying Unitholders, tax may not be deducted at source under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units by the nominee to the Trustee and the Manager;
- where the Units are held for the benefit of foreign non-individual Unitholders, tax may be deducted at the reduced tax rate of 10.0% for distributions made during the period from 18 February 2005 to 17 February 2010 under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units by the nominee to the Trustee and the Manager; and
- where the Units are held by the nominees as agent banks or SRS operators acting for individuals who purchased the Units within the CPF Investment Scheme (''CPFIS'') or the Supplementary Retirement Scheme (''SRS'') respectively, tax will not be deducted at source for distributions made in respect of these Units.

Distributions made out of MLT's tax-exempt income, if any, will be made to Unitholders free of tax deducted at source.

(See ''Taxation'' and Appendix V, ''Independent Taxation Report'' for further information on the Singapore income tax consequences of the purchase, ownership and disposition of the Units.)

CAPITALISATION

The following table sets forth the pro forma capitalisation of MLT as at the Listing Date and after application of the total proceeds from the Offering, as well as from the issuance of the Mapletree Partnership Units and the Sienna Units, based on the maximum and minimum subscription prices of the Offering Price Range. The information in the table below should be read in conjunction with "Use of Proceeds".

	Based on maximum subscription price of S$0.68	Based on minimum subscription price of S$0.63
	(S$'000) Pro forma	(S$'000) Pro forma
Long-term unsecured debt	109,905	128,532
Deferred consideration on certain Properties[1]	18,749	18,724
Net assets attributable to Unitholders	303,500	284,873
Total capitalisation	432,154	432,129

Note:

(1) See "Certain Agreements Relating to Mapletree Logistics Trust and the Properties".

Indebtedness

MLT has in place the Facility, which is an unsecured three-year floating rate term loan facility of S$150.0 million from Oversea-Chinese Banking Corporation Limited, The Hongkong and Shanghai Banking Corporation Limited and Standard Chartered Bank. The Facility will be drawn upon on the Listing Date in an amount of S$109.9 million at the maximum subscription price of the Offering Price Range (S$0.68) and S$128.5 million at the minimum subscription price of the Offering Price Range (S$0.63).

The actual amount of the Facility to be drawn down represents the difference between (a) the costs of establishing MLT of approximately S$369.9 million (based on the maximum subscription price of the Offering Price Range of S$0.68) or S$369.4 million (based on the minimum subscription price of the Offering Price Range of S$0.63) and (b) the aggregate proceeds from the Offering as well as the issuance of the Mapletree Partnership Units and the Sienna Units. (See "Use of Proceeds" for further details.)

The Facility Agreement has a number of negative covenants and financial covenants which may limit the ability of MLT to secure its assets and which require, *inter alia*, that:

- MLT's total borrowings shall not at any time exceed the lower of the borrowing limit specified in the Property Funds Guidelines and 50.0% of MLT's Deposited Property; and
- MLT's earnings before interest, tax, depreciation and amortisation expenses (EBITDA) at all times exceeds its interest expense by greater than 1.25 times.

In addition, the Trustee has accepted a letter of offer from Oversea-Chinese Banking Corporation Limited for an unsecured floating rate revolving credit facility of S$20.0 million.

The Manager intends to have MLT enter into interest rate swaps of varying tenures which would result in at least 50.0% of the borrowings under the Facility being subject to fixed interest rates. To this end, the Trustee has accepted a letter of offer in respect of a three-year interest rate swap facility of S$150.0 million from Oversea-Chinese Banking Corporation Limited. Separately, the Trustee has also accepted a letter of offer in respect of a S$10.0 million foreign exchange facility from the same bank.

The Manager, the Trustee and Oversea-Chinese Banking Corporation Limited are finalising the terms and conditions of the revolving credit facility, the interest rate swap facility and the foreign exchange facility, which will have to be definitively agreed before such facilities are extended to MLT.

UNAUDITED PRO FORMA BALANCE SHEET AS AT LISTING DATE

The Manager is unable to prepare pro forma statements of total return, cash flow statements and balance sheets to show the pro forma historical financial performance of MLT as:

- the Properties (save for the Sponsor Properties) were acquired from third parties and historical financial information relating to the relevant Properties are not available to MLT;

- several of the Properties (6 Changi South Lane, TIC Tech Centre, KLW Industrial Building, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre and 531 Bukit Batok Street 23) were wholly or partly occupied by their vendors prior to MLT's acquisition thereof. As such, even if the relevant historical financial information were made available to MLT, MLT will not be able to identify the property-related expenses of these vendors from the expenses incurred by the vendors in connection with their overall business operations. There would also not be any historical rental income for the Properties occupied, wholly or partly, by the vendors; and

- many of the Properties (70 Alps Avenue, 60 Alps Avenue, 6 Changi South Lane, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre and 531 Bukit Batok Street 23) have been owned by MLT for less than two months as at the date of this Prospectus. Any historical pro forma financial information in respect of such short periods is unlikely to be meaningful or accurately illustrate MLT's historical financial performance.

For the reasons stated above, the SGX-ST has granted MLT a waiver from the requirement to prepare historical pro forma statements of total return, cash flow statements and balance sheets. In lieu of such pro forma historical financial statements, the Manager has prepared the pro forma balance sheet below setting out the assets and liabilities of MLT as of the Listing Date (the ''Unaudited Pro Forma Balance Sheet''), upon completion of the Offering and the acquisition of the Sponsor Properties.

The Unaudited Pro Forma Balance Sheet is prepared based on the audited balance sheet of MLT as at 31 March 2005, and incorporates adjustments necessary to reflect the financial position of MLT as if it had acquired the Properties (save for those which were already included in the audited financial statements as at 31 March 2005) on the Listing Date, pursuant to the terms set out in this Prospectus.

The Unaudited Pro Forma Balance Sheet has been prepared on the basis of the assumptions and accounting policies set out in Appendix II, ''Independent Accountants' Report on the Unaudited Pro Forma Balance Sheet as at Listing Date''. The Unaudited Pro Forma Balance Sheet should be read together with these assumptions and accounting policies.

The objective of the Unaudited Pro Forma Balance Sheet of MLT is to show what the financial position of MLT might be at the Listing Date, on the basis as described above. However, the Unaudited Pro Forma Balance Sheet is not necessarily indicative of MLT's actual financial position on the Listing Date. The Unaudited Pro Forma Balance Sheet, because of its nature, may not give a true picture of MLT's financial position.

	Unaudited Pro Forma[(1)]
	(S$'000)
Non-current assets	
Investment properties	422,000
Current assets	
Trade and other receivables	9,046
Cash and other equivalents	7,900
	16,946
Total assets	438,946
Current liabilities	
Trade and other payables[(2)]	(14,169)
Amounts due to related parties[(3)]	(9,161)
Provision for taxation	(380)
	(23,710)
Non-current liabilities	
Other payables[(4)]	(2,000)
Interest-bearing borrowings	(109,736)
	(111,736)
Total liabilities (excluding net assets attributable to Unitholders)	(135,446)
Net assets attributable to Unitholders	303,500
Number of Units in issue ('000)	546,300
Net asset value per Unit (S$)	0.56[(1)]

Notes:

(1) Based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit. Had the unaudited Pro Forma Balance Sheet at Listing Date been prepared based on the minimum subscription price of the Offering Price Range of S$0.63, interest-bearing loans and net assets attributable to Unitholders would be S$128,364,000 and S$284,873,000, respectively. The net asset value per Unit based on the minimum subscription price of the Offering Price Range of S$0.63 would be S$0.52.

(2) Included in "Trade and other payables" is deferred consideration of S$8,000,000 in respect of certain Properties, payable to third parties.

(3) Included in "Amounts due to related parties" is deferred consideration in respect of certain Properties of S$8,749,000.

(4) Relates to the non-current portion of deferred consideration on certain Properties, payable to third parties.

PROFIT FORECAST AND PROFIT PROJECTION

Statements contained in this section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set out 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. In 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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee, SPL or any other person, nor that these results will be achieved or are likely to be achieved (see ''Forward-looking Statements'' and ''Risk Factors''). 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 MLT, the Manager, the Sponsor, the Underwriters, the Trustee and SPL guarantees the performance of MLT, 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 (i) the maximum and minimum subscription prices of the Offering Price Range and (ii) the assumption that the Listing Date is 28 July 2005. Such yields will vary accordingly if the Listing Date is after 28 July 2005 and in relation to investors who purchase Units in the secondary market at a market price that differs from the maximum and minimum subscription prices of the Offering Price Range.

The following table sets forth MLT's forecast and projected Statements of Net Investment Income and Distribution for the Forecast Period 2005 and the Projection Year 2006, respectively. The financial year-end of MLT is 31 December. MLT's first accounting period is for the period from 5 July 2004, being the date of its establishment, to 31 December 2005 and its next accounting period will be for the period from 1 January 2006 to 31 December 2006. The profit forecast and profit projection are based on the assumptions set out in this section of the Prospectus. The assumptions have been reviewed and the computations have been checked by the Independent Reporting Accountants. The profit forecast and profit projection should be read together with the report set out in Appendix I, ''Independent Accountants' Report on the Profit Forecast and Profit Projection'', as well as the assumptions and the sensitivity analysis set out in this section of the Prospectus.

Forecast and Projected Statements of Net Investment Income and Distribution

	Forecast Period 2005 (Five months from 1 August 2005 to 31 December 2005)		Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)	
	Based on maximum subscription price of S$0.68	**Based on minimum subscription price of S$0.63**	**Based on maximum subscription price of S$0.68**	**Based on minimum subscription price of S$0.63**
	(S$'000)	**(S$'000)**	**(S$'000)**	**(S$'000)**
Gross Revenue	**16,153**	**16,153**	**39,103**	**39,103**
Less Property Expenses	(3,899)	(3,899)	(8,863)	(8,863)
Net Property Income	**12,254**	**12,254**	**30,240**	**30,240**
Manager's management fees	(1,332)[(1)]	(1,332)[(1)]	(3,221)	(3,221)
Trustee's fee	(50)	(50)	(120)	(120)
Other trust expenses	(520)	(520)	(524)	(524)
Interest income	55	55	140	138
Borrowing costs[(2)]	(1,499)	(1,732)	(3,652)	(4,211)
Net Investment Income before tax and distributions	**8,908**	**8,675**	**22,863**	**22,302**
Non-tax deductible expenses[(3)]	73	73	176	176
Taxable Income available for distribution to Unitholders	**8,981**	**8,748**	**23,039**	**22,478**
Offering Price (S$)	0.68	0.63	0.68	0.63
Number of Units in issue ('000)	546,300	546,300	546,300	546,300
Distribution per Unit[(4)] (cents)	1.64	1.60	4.22	4.11
Annualised distribution yield (%)	6.0%[(5)]	6.3%[(5)]	6.2%	6.5%

Notes:

(1) The Manager's Base Fee and the Trustee's fee have been computed based on MLT's Deposited Property less the amount of GST recoverable in respect of both the acquisition of certain Properties and unit issue costs incurred (where applicable) at the relevant payment dates during the Forecast Period 2005.

(2) The amount to be drawn down under the Facility will vary according to the Offering Price, and will represent the difference between (a) the cost of establishing MLT (which include the costs associated with the acquisition of the Properties as well as the issuance of the Units under the Offering and the Sienna Units) and (b) the aggregate proceeds from the Offering as well as the issuance of the Mapletree Partnership Units and the Sienna Units.

(3) These include the fees paid to the Trustee and the amortisation of the upfront fee on the Facility, which are non-deductible for tax purposes.

(4) Unitholders who have subscribed for the Units pursuant to the Offering will not be entitled to any distributions made for the period from 5 July 2004 (being the date of the establishment of MLT as a private trust — see "The Formation and Structure of Mapletree Logistics Trust — Background") and ending on the day immediately preceding the Listing Date. (See "Distributions".)

(5) Annualised distribution yield has been computed by extrapolating the revenue and expenses of MLT for the five months from 1 August 2005 to 31 December 2005, except that "Other trust expenses" have not been extrapolated as such expenses are expected to remain unchanged regardless of the length of the financial period under review.

Gross Revenue[1] Contribution of Each Property

The forecast and projected contributions of each Property to Gross Revenue is as follows:

Property	Contribution to Gross Revenue forecast for the Forecast Period 2005 (Five months from 1 August 2005 to 31 December 2005)		Contribution to Gross Revenue projection for the Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)	
	(S$'000)	**(%)**	**(S$'000)**	**(%)**
FTZ Third Party Logistics Properties	**3,849**	**23.8**	**9,244**	**23.6**
70 Alps Avenue	1,944	12.0	4,672	11.9
60 Alps Avenue	993	6.1	2,383	6.1
61 Alps Avenue	912	5.7	2,189	5.6
Non-FTZ Third Party Logistics Properties	**3,976**	**24.6**	**9,650**	**24.7**
6 Changi South Lane	660	4.1	1,599	4.1
TIC Tech Centre	2,439	15.1	5,919	15.1
Lifung Centre	877	5.4	2,132	5.5
Distribution Centre Properties	**2,325**	**14.4**	**5,714**	**14.6**
21/23 Benoi Sector	970	6.0	2,401	6.1
Ban Teck Han Building	681	4.2	1,649	4.2
Tentat Districentre	674	4.2	1,664	4.3
Food and Cold Storage Logistics Properties	**1,326**	**8.2**	**3,191**	**8.2**
CIAS Flight Kitchen	652	4.0	1,573	4.0
201 Keppel Road	674	4.2	1,618	4.2
Oil and Chemical Logistics Property	**2,653**	**16.4**	**6,385**	**16.3**
Pulau Sebarok	2,653	16.4	6,385	16.3
Industrial Warehousing Properties	**2,024**	**12.6**	**4,919**	**12.6**
531 Bukit Batok Street 23	711	4.4	1,734	4.4
KLW Industrial Building	750	4.7	1,825	4.7
11 Tai Seng Link	563	3.5	1,360	3.5
Total	**16,153**	**100.0**	**39,103**	**100.0**

Note:

(1) Including service charges.

Assumptions

The Manager has prepared the profit forecast and profit projection for the Forecast Period 2005 and the Projection Year 2006 based on the maximum (S$0.68) and minimum (S$0.63) subscription prices of the Offering Price Range and 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 MLT.

(I) Gross Revenue

Gross Revenue comprises (a) Gross Rent and (b) other income earned from the Properties. A summary of the assumptions which have been used in calculating the Gross Revenue is set out below:

(a) Gross Rent

Gross Rent refers to net rental income (after rent rebates and provisions for rent free periods), service charge (which is a contribution paid by tenant(s) towards covering the operating maintenance expenses of the properties of MLT) and licence fees (where applicable) for the use of foreshore areas. As at 31 May 2005, 11 of the 32 tenancies comprised in the Properties are long-term tenancies with at least nine years to expiry. These long-term tenancies represent 62.2% of Gross Rent for each of the Forecast Period 2005 and the Projection Year 2006, and have contracted Gross Rent escalations ranging between 1.0% to 5.0% per annum. Gross Rent paid under the remaining 21 tenancies is generally fixed for a period of three years, which is the usual market practice in Singapore.

Net rental income is based on the contractual net rent payable under current lease agreements and the Manager's expectations of any changes on renewals or expiry of existing leases. Factors taken into account in projecting expected net rental income include the estimated effect of supply and demand of similar properties, strength of competing properties as compared to the Properties, assumed tenant retention rates on lease expiry, likely market conditions and inflation levels.

In preparing the profit forecast and profit projection, the Manager has assessed each of the expiring leases and the likelihood of tenant renewals. There are no leases due for renewal during the Forecast Period 2005. During the Projection Year 2006, only four leases (representing 0.5% of total Lettable Area as at 31 May 2005) will be due for renewal. It has been assumed that each of these leases will be renewed as none of the tenants has, before the date of this Prospectus, expressed an intention not to renew its lease.

As at 31 May 2005, the percentage of forecast and projected Gross Rent attributable to committed leases is as follows:

	Forecast Period 2005 (Five months from 1 August 2005 to 31 December 2005)	**Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)**
Percentage of Gross Rent attributable to committed leases(1)	100.0%	98.8%

Note:

(1) Based on contracted leases in respect of the Properties as at the Listing Date.

(b) Other Income

Other income reflects miscellaneous income earned from the Properties. It has been assumed that no such other income will be generated by the Properties for the Forecast Period 2005 and the Projection Year 2006.

(II) Property Expenses

Property Expenses comprise (a) the Property Manager's fees, (b) property tax, (c) payments of land rents to JTC, (d) property maintenance expenses, (e) utilities charges and (f) other property expenses.

A summary of the assumptions which have been used in calculating the Property Expenses is set out below:

(a) Property Manager's fees

The Property Manager is entitled to the following fees, among others, in relation to the Properties:

(i) a fee of 2.0% per annum of the Gross Revenue of each Property (excluding the income support amounts, see "Certain Agreements Relating To Mapletree Logistics Trust and the Properties — Non-FTZ Third Party Logistics Properties — Lifung Centre") for property management services provided by the Property Manager;

(ii) a fee of 1.0% per annum of the Gross Revenue of each Property (excluding the income support amounts, see "Certain Agreements Relating To Mapletree Logistics Trust and the Properties — Non-FTZ Third Party Logistics Properties — Lifung Centre") for lease management services provided by the Property Manager; and

(iii) certain commissions for securing new tenancies or renewal of tenancies pursuant to marketing services of the Property Manager. Only the multi-tenanted Properties will incur marketing services commissions, which is assumed to be one month for every three-year lease secured. In respect of the leases assumed to be renewed during the Projection Year 2006, it is assumed that such renewals are for a period of three years and are secured by the Property Manager (rather than by a third party agent appointed by the Property Manager).

The Property Manager's fees are effectively equivalent to approximately 2.9% and approximately 3.0% of Gross Revenue for the Forecast Period 2005 and the Projection Year 2006, respectively.

(See "Certain Agreements Relating to Mapletree Logistics Trust and the Properties — Property Management Agreement".)

(b) Property tax

For seven of the Properties, it has been assumed that property tax will be at 10.0% of the net rental income for the Properties. Property tax on the vacant land in Pulau Sebarok is assumed to be 10.0% of the latest annual value as assessed by the IRAS. It has also been assumed that no property tax rebate will be given by the tax authorities. Property tax on the remaining eight of the Properties are paid by the relevant tenants themselves.

(c) Payment of land rents to JTC

For seven of the Properties, MLT is required to pay land rents to JTC. The forecast and projected land rents are based on the actual land rents payable to JTC as at 31 May 2005, with a provision for an annual step-up averaging 3.5% per annum (based on the Manager's knowledge of the historical trend of JTC land rent increases).

In respect of Lifung Centre, MLT has elected to pay an upfront land premium of S$9.4 million to JTC for the remaining term of the initial 30-year lease expiring 30 November 2020. In respect of the option for another 30-year lease (expiring 30 November 2050) for the land comprised in Lifung Centre, MLT may opt to either pay an upfront land premium or yearly land rent depending on the then applicable rates.

Land rents for the remaining Properties are either waived or borne by the relevant tenants.

(d) Property maintenance expenses

The forecast and projected property maintenance expenses are based on separate assessments of the scope of MLT's responsibility for each Property, which may generally be grouped as follows: (i) where MLT is required to undertake only preventive maintenance on the mechanical and electrical installations, (ii) where MLT is responsible for the provision of services such as security services and landscaping services in respect of the common areas and (iii) where MLT is responsible for the full property maintenance (in the case of the multi-tenanted Properties).

(e) Utilities charges

MLT's tenants are responsible for the payment of utilities charges. MLT is only responsible for the utilities charges relating to the common areas within the multi-tenanted Properties. In those Properties where such utilities charges are significant, it has been assumed that such utilities charges will increase by 1.5% per annum.

(f) Other property expenses

Other property expenses include insurance, advertising and promotion expenses and legal and professional fees. The other property expenses for the Forecast Period 2005 and the Projection Year 2006 are assumed to amount to 1.2% of the Gross Revenue in each period.

(III) Manager's management fees

Pursuant to the Trust Deed, the Manager is entitled to the Base Fee of 0.5% per annum of the value of the Deposited Property and the Performance Fee of 3.6% per annum of the Net Property Income. The Manager's management fees are payable in the form of cash and/or Units as the Manager may elect. It has been assumed that the management fees for the Forecast Year 2005 and the Projection Year 2006 will be paid in the form of cash. Such fees are accrued daily and paid monthly based on the value of the Deposited Property as at the end of each month and Net Property Income for each month.

(See ''The Manager and Corporate Governance — Management Fees''.)

(IV) Trustee's fee

The Trustee's fee is presently charged on a scaled basis of up to 0.03% per annum of the value of the Deposited Property, subject to a minimum of S$10,000 per month, excluding out-of-pocket expenses and GST. The fee is accrued daily and paid monthly in arrears in accordance with the provisions of the Trust Deed.

(See ''The Formation and Structure of Mapletree Logistics Trust — The Trustee''.)

(V) Other trust expenses

Other trust expenses comprise MLT's recurring operating expenses, which include annual listing fees, registration fees, accounting, audit and tax advisory fees, valuation fees, costs associated with the preparation and distribution of reports to Unitholders, investor communication costs and other miscellaneous expenses.

(VI) Interest income

It has been assumed that MLT will earn interest on its cash at the rate of 1.5% per annum, calculated quarterly, for both the Forecast Period 2005 and the Projection Year 2006.

(VII) Borrowing Costs

MLT has in place the Facility, which is an unsecured three-year floating rate term loan facility of S$150.0 million. The Facility will be drawn upon on the Listing Date in an amount of S$109.9 million at the maximum subscription price of the Offering Price Range (S$0.68) and S$128.5 million at the minimum subscription price of the Offering Price Range (S$0.63). The Manager intends to have MLT enter into interest rate swaps of varying tenures which would result in at least 50.0% of the borrowings under the Facility being subject to fixed interest rates. The Manager has assumed that the Facility will be subject to an average interest rate of approximately 3.09% per annum (based on the maximum subscription price of S$0.68) and approximately 3.08% per annum (based on the minimum subscription price of S$0.63) (inclusive of all margins and amortisation of upfront debt establishment fee) for the Forecast Period 2005 and the Projection Year 2006.

The three-year Singapore dollar swap rate was 2.185% and the one-year Singapore dollar swap rate was 2.075% on 24 June 2005, being the latest practicable date prior to the lodgment of this Prospectus with the MAS (the "Latest Practicable Date").

(See "Strategy — Capital and Risk Management Strategy" for further details.)

An upfront debt establishment fee incurred in relation to the Facility is assumed to be amortised over the term of the Facility and has been included as part of borrowing costs.

Where interest rate swaps are entered into to fix the interest rate for borrowings under the Facility, it is assumed that cash flow hedge accounting is adopted and that there is no ineffective portion of the change in fair value of the hedging instrument to be recognised in the net investment income before tax for the Forecast Period 2005 and the Projection Year 2006.

(VIII) Capital Expenditure

The defects which have been identified in the building audits on the Properties commissioned by MLT have to be rectified by the relevant vendors. As such, the Manager expects that the capital expenditure during the Forecast Period 2005 and the Projection Year 2006 will be minimal.

An allowance for capital expenditure has been included based on the Manager's budget. It has been assumed that such capital expenditure will be funded from internal resources. Capital expenditure incurred is capitalised as part of the Deposited Property and has no impact on MLT's statements of net investment income or distributions other than the interest on borrowings incurred to fund such capital expenditure.

The following table sets out the forecast and projected capital expenditure for the Forecast Period 2005 and the Projection Year 2006:

	Forecast Period 2005 (Five months from 1 August 2005 to 31 December 2005)	Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)
Capital expenditure	S$350,000	S$450,000

(IX) Distribution Reinvestment Arrangement

The Trust Deed allows the Manager, where appropriate, the option of activating an arrangement whereby Unitholders may elect to re-invest all or part of their distribution entitlement in return for an issue of additional Units. It has been assumed that the Manager will not activate the distribution reinvestment arrangement before 31 December 2006. This assumption does not, however, preclude the Manager from exploring the implementation of such a distribution reinvestment arrangement before 31 December 2006.

(X) Issue Costs

The costs associated with the Offering will be paid for by MLT. These costs are deducted directly from the net assets attributable to Unitholders in the balance sheet and have no impact on distributions.

(XI) Properties

The aggregate Appraised Value of the Properties as at 31 May 2005 was S$422.0 million. It is assumed that the Properties will be revalued annually, effective 31 December each year. The next valuation of the Properties will take place on 31 December 2005. For the purposes of the profit forecast and profit projection, the Manager has assumed an increase in the value of the Properties only to the extent of the assumed capital expenditure described in paragraph (VIII) above for each of the relevant periods.

The Manager has made a hypothetical assumption that the values of the Properties (except for the effect of the assumed capital expenditure) will, until 31 December 2006, remain at the amounts at which they were valued as at 31 May 2005.

Any subsequent write-down of the values of the Properties will not affect the forecast and projected distribution per Unit for the Forecast Period 2005 and the Projection Year 2006 because MLT's distributions are based on taxable income, which excludes appreciation and depreciation upon revaluation of the Properties.

(XII) Accounting Standards

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

Significant accounting policies adopted by the Manager in the preparation of the profit forecast and profit projection are set out in Appendix II, ''Independent Accountants' Report on the Unaudited Pro Forma Balance Sheet as at Listing Date''.

(XIII) Other Assumptions

The Manager has made the following additional assumptions in preparing the profit forecast and profit projection for the Forecast Period 2005 and the Projection Year 2006:

- that the property portfolio of MLT remains unchanged for the Forecast Period 2005 and the Projection Year 2006;
- that no further capital will be raised for MLT during the Forecast Period 2005 and the Projection Year 2006;
- that tenancy deposits collected are sufficient to cover any bad debts that may arise during the Forecast Period 2005 and the Projection Year 2006, and that no allowance for doubtful receivables is required;
- that the Facility is available for the Forecast Period 2005 and the Projection Year 2006;
- that there will be no changes in the applicable taxation regime for the Forecast Period 2005 and the Projection Year 2006;
- that the Tax Ruling remains in force for the Forecast Period 2005 and the Projection Year 2006;
- that 100.0% of MLT's taxable income for the Forecast Period 2005 and Projection Year 2006 is distributed; and
- that all leases in relation to the Properties as at 31 May 2005 are enforceable and will be performed in accordance with their terms during the Forecast Period 2005 and the Projection Year 2006.

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 per Unit to changes in the principal assumptions are set as follows.

The sensitivity analysis is intended to provide a guide only and variations in actual performance could exceed the ranges shown. Movement in other variables may offset or compound the effect of a change in any variable beyond the extent shown.

Gross Rent

Changes in the Gross Rent will impact the Net Property Income of MLT and, consequently, the distribution per Unit. The assumptions for Gross Rent have been set out earlier in this section. The effect of variations in the Gross Rent on the distribution per Unit is set out below:

	Distribution per Unit (cents) pursuant to changes in Gross Rent			
	Forecast Period 2005[1] (Five months from 1 August 2005 to 31 December 2005)		Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)	
Offering Price	**S$0.68**	**S$0.63**	**S$0.68**	**S$0.63**
5.0% below base case (cents)	3.75	3.65	3.89	3.79
Base case (cents)	**4.08**	**3.98**	**4.22**	**4.11**
5.0% above base case (cents)	4.40	4.30	4.55	4.44

Note:

(1) Annualised figures.

Property Expenses

Changes in Property Expenses will impact the Net Property Income of MLT and, consequently, the distribution per Unit. The assumptions for Property Expenses have been set out earlier in this section. The effect of variations in Property Expenses on the distribution per Unit is set out below:

	Distribution per Unit (cents) pursuant to changes in Property Expenses			
	Forecast Period 2005[1] (Five months from 1 August 2005 to 31 December 2005)		Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)	
Offering Price	**S$0.68**	**S$0.63**	**S$0.68**	**S$0.63**
5.0% below base case (cents)	4.16	4.06	4.30	4.19
Base case (cents)	**4.08**	**3.98**	**4.22**	**4.11**
5.0% above base case (cents)	4.00	3.90	4.14	4.04

Note:

(1) Annualised figures.

Borrowing Costs

Changes in borrowing costs will affect the net investment income of MLT and, consequently, the distribution per Unit. The effect of variations in borrowing costs on the distribution per Unit is set out below.

	Distribution per Unit (cents) pursuant to changes in borrowing costs			
	Forecast Period 2005[1] (Five months from 1 August 2005 to 31 December 2005)		**Projection Year 2006 (Full year from 1 January 2006 to 31 December 2006)**	
Offering Price	**S$0.68**	**S$0.63**	**S$0.68**	**S$0.63**
Borrowings under the Facility	S$117.2[2] million	S$135.8[2] million	S$118.6[3] million	S$137.2[3] million
25 basis points increase in the applicable interest rate (cents)	4.03	3.91	4.16	4.05
Base case (cents)	**4.08**	**3.98**	**4.22**	**4.11**
25 basis points decrease in the applicable interest rate (cents)	4.13	4.04	4.27	4.18

Notes:

(1) Annualised figures.

(2) As at 31 December 2005.

(3) As at 31 December 2006.

STRATEGY

The principal investment strategy of the Manager is to invest, directly or indirectly, in a diversified portfolio of income-producing real estate that is used for logistics purposes, whether wholly or partially, as well as real estate-related assets.

The initial property portfolio of MLT will comprise the 15 Properties which are all located in Singapore. However, MLT's investment strategy is regional in scope and the Manager envisages investments across the Asia-Pacific region, including Singapore, Malaysia, the PRC, Hong Kong, Thailand, Vietnam, India, Indonesia, the Philippines, South Korea and Japan. Such investments may be by way of direct acquisition and ownership of property by MLT or may be effected indirectly through the acquisition and ownership of companies or other legal entities whose primary purpose is to hold or own real estate or real estate-related assets. It is intended that MLT's investments will be for the long-term.

In accordance with the requirements of the Listing Manual, this investment strategy will be adhered to for at least three years following the Listing Date unless otherwise agreed by Unitholders by Extraordinary Resolution.

The Manager's investment strategy in the Asia-Pacific region will be driven by the following key considerations:

- a "follow-the-client" strategy which involves providing MLT's comprehensive suite of real estate services to support its existing tenants as they expand their operations in the Asia-Pacific region. The Manager intends to actively seek out partnership and co-operation opportunities with MLT's existing tenants as they expand beyond Singapore;
- the relatively finite pool of investment grade logistics assets in Singapore. An investment strategy that extends beyond Singapore will provide MLT with an enlarged geographical pool of potential investment opportunities; and
- better diversification of MLT's property portfolio through exposure to different geographical markets. As the market in each jurisdiction may experience different vacancy rates and rental growth cycles, MLT's strategy offers improved diversification as compared to a 100.0% Singapore-focused investment strategy.

Generally, MLT's investment in the Asia-Pacific region will only be made where the Manager considers such investment to be yield accretive and feasible in the light of regulatory, commercial, political and other relevant considerations. Such investments may be by way of direct property ownership by MLT or indirectly through the ownership of companies or other legal entities whose primary purpose is to hold or own real estate or real estate-related assets.

The Manager's key financial objective is to provide Unitholders with a competitive rate of return for their investment by ensuring regular and stable distributions to Unitholders and long-term growth in distributions and net asset value per Unit. The Manager plans to achieve this financial objective through the following strategies:

- **Acquisition Growth Strategy** — This involves sourcing and acquiring assets in Singapore and elsewhere in the Asia-Pacific region that fit within MLT's investment strategy, enhance the returns of Unitholders through distribution yield accretion and through the potential for future earnings and capital growth, and improve the level of portfolio diversification and asset quality.
- **Active Asset Management Strategy** — This involves implementing pro-active measures to improve the returns from MLT's property portfolio. Such measures include prudent control of property outgoings, active leasing and marketing of any vacancies and future lease expiries, programmes for the regular maintenance of building structures, and asset refurbishment and enhancement projects to maintain the competitive positioning of the assets.
- **Capital and Risk Management Strategy** — This involves employing an appropriate mix of debt and equity in the financing of the acquisitions of the Properties and future acquisitions, and utilising interest rate and currency hedging strategies where appropriate to optimise risk adjusted returns to Unitholders.

Acquisition Growth Strategy

The Manager will pursue opportunities for asset acquisitions that will provide attractive cash flows and yields relative to MLT'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 enhance the diversification of the portfolio by geography, asset and tenant profile, and optimise risk-adjusted returns to Unitholders. The Manager's acquisition strategy will be underpinned by:

- **Demonstrated acquisition capabilities and track record:** The executive officers of the Manager have demonstrated their ability to source for and complete acquisitions of real estate assets used for logistics purposes, having been actively involved in the acquisitions of 12 of the Properties from third party vendors over the year preceding the Listing Date.

- **Key opportunities arising from trends in the logistics industry:**

  Ownership: With more than 3,000 international and local logistics companies established in Singapore alone, the ownership of logistics properties is very fragmented. This is because these logistics service providers own and operate their own logistics facilities, with many benefiting from Singapore Government concessions, including those in relation to the provision of land for the purpose of establishing operations and the development of their own purpose-built facilities. Such fragmentation of ownership of logistics properties means that MLT has an ample pool of properties to acquire.

  Logistics service providers are taking owner-occupied real estate off balance sheet: The logistics fulfilment businesses in various Asian countries are at differing stages of development and sophistication. However, with Asia fast becoming the world's manufacturing hub and its growth into a sizeable consumer market, the growth in the logistics sector is expected to be robust. As the market matures, logistics service providers will need to redeploy capital into core businesses. The sale of owner-occupied logistics facilities to MLT is a way in which capital can be raised with operational certainty preserved through leaseback arrangements. Alternatively, new entrants into the logistics market can pre-lease logistics premises that have been purpose-built by the Sponsor and then transferred to MLT upon commencement of the lease.

  Potential industry consolidation: As the Asian logistics sector matures, industry consolidation and the establishment of larger global logistics service providers who may acquire smaller Asia-focused operators may occur. This may place more pressure on logistics service providers to ensure balance sheet efficiency and maximise the capital available for expansion. The sale and leaseback of owner-occupied real estate may augment such financial efficiencies.

- **Affordability of logistics properties:** Logistics service providers are normally located in industrial locations outside conventional business or shopping centre districts. Industrial land has a lower intrinsic land value compared to land in business or shopping centre districts, which are characterised by limited supply. With lower relative land values, logistics properties generally require less purchase consideration as compared to properties in other sectors, such as retail properties. This will facilitate incremental growth and diversification by MLT.

- **MLT's regional investment strategy:** MLT's Singapore and Asia-Pacific investment strategy will increase the universe of available investment opportunities beyond the pool of logistics assets available in Singapore. This will increase the Manager's ability to identify and negotiate the purchase of assets that meet MLT's investment criteria and that are capable of adding value to MLT's portfolio and for Unitholders over time.

  As the logistics sector in Asia evolves, logistics service providers will expand across the region. MLT can benefit from a "follow-the-client" strategy as articulated by both the Sponsor (as developer and incubator of logistics properties) and MLT (as the potential owner of such properties). MLT will be able to support the regional expansion of their existing and future Singapore tenant base. A regional investment strategy will maximise the partnering ability of MLT with the expanding pool of logistics service providers who are growing their logistics businesses regionally from their Singapore base. MLT, as a logistics real estate investment trust, is positioned to provide its tenants with well located, functional and professionally managed real estate, thereby freeing up tenants' balance sheets for further business expansion.

- **MLT's relationship with the Sponsor:** MLT stands to benefit from the Sponsor's financial strength, market reach and network of contacts in the logistics sector. The Sponsor has the capacity to support the portfolio growth of MLT in the following ways:

  — By allowing the Manager to leverage on the established network of relationships that the Sponsor has developed with logistics service providers, developers, and government agencies both in Singapore as well as in the Asia-Pacific region. The Sponsor has made numerous inroads into Malaysia, Hong Kong and the PRC and has also commenced operations in other regional markets such as Vietnam, Thailand, India, Indonesia, the Philippines, South Korea and Japan. The Manager can also leverage on the Sponsor's overseas presence in Malaysia and the PRC, and continue to build up its presence in other regional countries in pursuit of its overseas strategy.

  — For assets with good long-term income and growth potential but which are unsuitable for acquisition by MLT for reasons such as high current vacancy or an impending major lease expiry or where there is a timing constraint or any other factor which makes them unsuitable for immediate acquisition by MLT, the Sponsor has the capacity to consider acquiring such assets itself first and subsequently offer the assets to MLT.

  — There may be circumstances where the Sponsor undertakes to develop a logistics asset as part of the "follow-the-client" strategy. Such assets may be offered for sale to MLT once completed and leased.

  — MLT has been granted the right of first refusal by the Sponsor over future sales of logistics properties by any Mapletree Entity and offers of logistics properties to any Mapletree Entity, for a period of five years from the Listing Date (for so long as the Manager remains the manager of MLT and the Sponsor and/or any of its related corporations remains a shareholder in the Manager). (See "Certain Agreements Relating to MLT and the Properties — Right of First Refusal" for further details.)

  — The Sponsor has established a pipeline of logistics properties for potential future acquisition by MLT, comprising (i) Singapore and regional logistics properties that may not be feasible for MLT to acquire directly in the first instance and (ii) logistics properties developed or to be developed by the Sponsor in Singapore and elsewhere in the Asia-Pacific region (including logistics properties developed or to be developed under build-to-suit arrangements and properties in logistics parks).

In evaluating future acquisition opportunities, the Manager will focus primarily on the following criteria:

- *Impact on distributions*

  The Manager will seek to acquire properties that provide income yields above MLT's weighted average cost of capital, and are thereby expected to maintain or enhance MLT's distributions per Unit as well as provide future long-term growth prospects which are consistent with MLT's pre-acquisition portfolio.

- *Lease expiry profile*

  The Manager will seek to acquire properties that improve the weighted average lease expiry profile of MLT's property portfolio and/or provide added diversification to the lease expiry profile to minimise MLT's exposure to lease expiry in any one year. The Manager will assess the risk of a tenant vacating upon expiry of its lease term and will factor any likely re-letting period into purchase price considerations. Shorter lease durations may provide opportunities for rental growth if passing rents are below market levels.

- *Location*

  Strategic locations adjacent to airports or seaports provide long-term tenant demand and rental support. The Manager will assess the attractiveness of properties in terms of their location (including proximity to users of logistics services), as well as convenient access to or for major roads, infrastructure nodes like airports and seaports, a skilled workforce and public transportation.

- *Tenant credit quality*

  The Manager will evaluate the credit standing of tenants and will carry out the relevant enquiries and checks where necessary (particularly in the case of single-lessee properties). The Manager will target to achieve a diversified tenant base in order to minimise MLT's exposure to any single tenant. The Manager will seek to attract tenants from a range of industry and operator types and build a tenant list incorporating representation from investment grade rated tenants, listed companies, and international and local brand name tenants.

- *Value adding opportunities*

  The Manager will take into account opportunities to increase occupancy rates, enhance value through pro-active asset management and improve returns to Unitholders. The potential to add value through selective renovations or other enhancements works will also be assessed, subject to compliance with the prevailing planning and other relevant regulations.

- *Building and facilities specifications*

  The Manager will seek to acquire high quality properties that have been designed for logistics purposes with due consideration being given to their size, age, state of maintenance and whether they can be used, or easily altered for use, by other tenants upon the expiry of the existing tenancy or tenancies.

The Manager has a rigorous process for the assessment of potential acquisition opportunities, incorporating:

- the Manager's research-driven investment approach that focuses on the relevant national macro-economic outlook, analysis of the relevant logistics real estate markets (including the forecast level of supply and demand, vacancy and rental), and detailed asset analysis of the location, tenant profile, and risks and enhancement opportunities;
- the completion of detailed physical, legal, tax and accounting due diligence prior to the completion of any acquisition to ensure all risks have been properly assessed;
- independent valuation to support the purchase price; and
- detailed analysis of the impact of a proposed acquisition on distributions and net tangible asset per Unit, earnings growth prospects, portfolio and tenant diversification, and lease expiry profile.

Active Asset Management Strategy

The Manager's strategy for organic growth is to actively manage the properties in MLT's portfolio and develop strong relationships with tenants by providing value-added property related services. Through such active property management, the Manager will seek to maintain high tenant retention levels, reduce vacancy levels and minimise the associated interruptions in rental income, as well as the costs associated with marketing and leasing space to new tenants.

The Manager plans to meet its objective of increasing the yields of existing properties and maximising returns from MLT's property portfolio through the following strategies:

- *Asset enhancements*

  At least two of the Properties, namely TIC Tech Centre and 60 Alps Avenue, have not utilised their plot ratios fully and have potential for further growth through the creation of additional space. Up to an additional 9,600 sq m of Lettable Area may be created at these two Properties, subject to the necessary building and other relevant approvals being obtained. The return on the cost of investment in relation to such additions will generally be above the relevant property yields given that the development costs will exclude a land cost component.

  TIC Tech Centre has been designed, and its foundation has been laid, to allow extra storeys of up to a total of 5,000 sq m of Lettable Area to be built above the existing building. At 60 Alps Avenue, there is available land beside the existing building for the construction of a building extension with about 4,600 sq m of Lettable Area. Under the terms of the lease agreement with Menlo Worldwide Asia-Pacific Pte Ltd, the tenant of 60 Alps Avenue has the right to request the landlord to construct such extension for lease to the tenant at a rent to be agreed upon between the landlord and the tenant. This right expires on 27 September 2006.

When existing tenants require additional space at such existing Properties or when there is a demand for such space by new tenants, the Manager may carry out asset enhancement work so as to meet the expansion needs of existing tenants or demand for space by new tenants.

- *Minimising Property Expenses*

  The Manager will seek to minimise Property Expenses without compromising the quality of services provided so as to further increase Net Property Income.

  The Manager, together with the Property Manager, will constantly explore opportunities for further reduction of Property Expenses, such as cleaning, security, electricity and maintenance expenses. The Manager intends to leverage on the size of MLT's portfolio to achieve economies of scale and cost savings for such expenses.

- *Attracting new tenants and exploring expansion needs of existing tenants*

  The Manager intends to improve occupancy rates by actively marketing any vacancies, pursuing new leasing opportunities and managing lease renewals through conducting negotiations with tenants well in advance of their lease expiry. The Manager's leasing strategy will target new tenants for the Properties while exploring the expansion needs of existing tenants.

- *Improving rental rates while maintaining high occupancy rates*

  The Manager intends to leverage on the expected growth in the logistics sector in Singapore to continue improving rental rates while maintaining current occupancy rates.

  The Manager will actively manage lease renewals and new leases to minimise void periods (particularly for the multi-tenanted Properties, namely TIC Tech Centre and 70 Alps Avenue) through (i) advancing lease negotiations with tenants whose tenancies are due for expiry, (ii) identifying and rectifying leases with passing rents which are below market levels, (iii) active marketing to secure new tenants for impending vacant space and (iv) managing rental arrears to minimise bad debts. Although the other Properties are leased out to tenants on relatively long-term leases, the Manager will nonetheless actively manage the relationships with such tenants to secure further commitments from them upon the expiry of their existing lease terms. In addition, the Manager will leverage on existing relationships with the tenants of the Properties to create asset acquisition and leasing opportunities as these tenants expand in Singapore and the Asia-Pacific region.

  In addition, for short-term leases of three years or less, the Manager will seek to incorporate contractual periodic rental step-up provisions in the tenancy agreements to provide an additional source of organic growth. Currently, most of the long-term leases in the Properties of more than three years have some form of step-up rent provisions. Such provisions are usually linked to the annual consumer price index increase (if any).

Capital and Risk Management Strategy

The Manager aims to optimise MLT's capital structure and cost of capital within the borrowing limits set out in the Property Funds Guidelines and intends to use a combination of debt and equity to fund future acquisitions and asset enhancement works at MLT's properties.

The objectives of the Manager in relation to capital management are to:

- maintain a strong balance sheet by adopting and maintaining a target gearing ratio;
- secure diversified funding sources from both financial institutions and capital markets as MLT grows in size and scale;
- minimise the cost of debt financing; and
- manage the exposure arising from adverse market movements in interest rates and foreign exchange through appropriate hedging strategies.

The Manager will consider diversifying its sources of debt financing in the future by way of accessing the public debt capital markets through a commercial mortgage backed security structure or, alternatively, the establishment of a medium term note program (after securing a long-term rating for MLT). Access to the public debt markets will improve MLT's ability to source debt for acquisitions, refurbishment of its properties and the refinancing of existing loans. The public debt markets may also provide MLT with the ability to secure longer term funding options in a more cost efficient manner.

The Manager's strategy is to actively manage the risk of potential interest rate volatility through the use of interest rate swap contracts and/or fixed rate borrowings. The Manager's strategy is to put in place interest rate hedges (through entering into interest rate swap contracts) over all or a portion of MLT's borrowings to fix the rates for a number of years. Generally, the Manager targets to hedge at least 50.0% (and up to 100.0%) of MLT's borrowings.

MLT has in place the Facility, which is an unsecured three-year floating rate term loan facility of S$150.0 million. The Facility will be drawn upon on the Listing Date in an amount of S$109.9 million at the maximum subscription price of the Offering Price Range (S$0.68) and S$128.5 million at the minimum subscription price of the Offering Price Range (S$0.63).

In addition, the Trustee has accepted a letter of offer from Oversea-Chinese Banking Corporation Limited for an unsecured floating rate revolving credit facility of S$20.0 million.

The Manager intends to have MLT enter into interest rate swaps of varying tenures which would result in at least 50.0% of the borrowings under the Facility being subject to fixed interest rates. To this end, the Trustee has accepted a letter of offer in respect of a three-year interest rate swap facility of S$150.0 million from Oversea-Chinese Banking Corporation Limited.

The Manager's investment strategy includes investing in the Asia-Pacific region. In order to manage the currency risk involved in investing in assets outside of Singapore, the Manager will adopt currency risk management strategies that may include:

- the use of foreign currency denominated borrowings to match the currency of the asset investment as a natural currency hedge;
- the entry into foreign exchange hedges to hedge the foreign currency income received from the offshore assets back into Singapore dollars; and
- the use of cross currency swaps to swap a portion of any Singapore denominated debt into foreign currency to increase the matching of foreign currency denominated debt against the foreign currency equity investment, thereby reducing the underlying currency exposure.

In this respect, the Trustee has accepted a letter of offer in respect of a S$10.0 million foreign exchange facility from Oversea-Chinese Banking Corporation Limited.

The Manager, the Trustee and Oversea-Chinese Banking Corporation Limited are finalising the terms and conditions of the revolving credit facility, the interest rate swap facility and the foreign exchange facility, which will have to be definitively agreed before such facilities are extended to MLT.

The Manager does not intend to hedge the capital value of MLT's investment properties, given the long-term nature of the investments.

BUSINESS AND PROPERTIES

Portfolio Overview

MLT's initial property portfolio will, on the Listing Date, comprise the following properties:

- ***FTZ Third Party Logistics Properties*** — 70 Alps Avenue, 60 Alps Avenue and 61 Alps Avenue are located within the ALPS, a logistics FTZ of approximately 26.0 ha adjacent to the Changi Airport. The ALPS enables logistics service providers and end-users with logistics operations within the park to undertake value-adding logistics activities with greater efficiency by leveraging on the advantages of the FTZ. These properties house tenants which use such properties to provide third party logistics services such as management of their customers' inbound and outbound freight, customs clearance, warehousing, order fulfilment and distribution;

- ***Non-FTZ Third Party Logistics Properties*** — 6 Changi South Lane is located within Changi International LogisPark (South), which is in close proximity to the Changi Airport. Tenants of properties in the Changi International LogisPark (South) can leverage on such proximity as well as the accessibility of Changi International LogisPark (South) via major expressways for their logistics operations. TIC Tech Centre and Lifung Centre are respectively located in the Pandan Crescent industrial belt and Toh Guan LogisPark, both of which are in the southwestern part of Singapore. The activities of the tenants in these properties are similar to the activities of the tenants in the FTZ Third Party Logistics Properties;

- ***Distribution Centre Properties*** — 21/23 Benoi Sector and Tentat Districentre are located in the Jurong Industrial Park while Ban Teck Han Building is located in the Serangoon North Industrial Park. These properties are used primarily by their tenants as distribution centres for their customers' finished products;

- ***Food and Cold Storage Logistics Properties*** — CIAS Flight Kitchen is located in the Changi Airport while 201 Keppel Road is located next to the seaports in the southern part of Singapore. These properties are primarily used by their tenants for the preparation and supply of food;

- ***Oil and Chemical Logistics Property*** — Pulau Sebarok is a 46.8 ha island situated approximately 9.0 kilometres south of the Singapore mainland. This property features large oil storage tanks as well as ancillary buildings, and houses tenants which undertake a range of oil and chemical related logistics services for the oil and chemical industry; and

- ***Industrial Warehousing Properties*** — 531 Bukit Batok Street 23 is located within the Bukit Batok Industrial Estate in the western part of Singapore while KLW Industrial Building and 11 Tai Seng Link are located in the industrial belts of the northern and central parts of Singapore, respectively. These properties are used by their tenants as manufacturing and ancillary storage facilities.

Together, the Properties comprised approximately 792,884.6 sq m of total Lettable Area as at 31 May 2005. Based on the assumptions that (i) all of the Properties had been acquired by MLT on 1 May 2005 and (ii) all of the Properties had been generating revenue for MLT from 1 May 2005 to 31 May 2005 (both dates inclusive), the Properties would have generated total Gross Revenue of S$3.223 million for the month ended 31 May 2005, computed based on the rental rates applicable for the month ended 31 May 2005 in respect of those Properties already acquired by MLT as at 1 May 2005, and, in respect of those Properties not yet acquired by MLT as at 1 May 2005, the applicable rental rates upon such acquisition.

Outlook for Logistics Properties

- *Healthy demand in Singapore*

  The Manager believes that there is a healthy demand for logistics properties in Singapore as a result of proactive government policies and initiatives to strengthen Singapore's position as a leading global logistics hub and SCM nerve centre in Asia. Such policies and initiatives include:

  — securing Singapore's status as a hub for air cargo in the region through the establishment of a S$210.0 million "Air Hub Development Fund" which provides an incentive scheme to attract new and existing airlines to expand their operations at the Changi Airport. Under this incentive scheme, landing fees for airlines as well as warehouse and office rentals at the

Changi Airport and the Seletar Airport have been reduced by 15.0% for three years commencing 1 January 2003;

— improving the competitiveness of Singapore exporters with measures such as the "Bonded Warehouse Scheme" (which lifts the 80.0% export requirement for qualifying operators) and the "Approved International Shipping Enterprise Scheme" (which offers tax breaks on foreign exchange and derivative gains for ship-leasing companies);

— enhancing infrastructure, *e.g.* by developing information technology capabilities to service new geographical markets in order to attract leading logistics companies to establish or increase their presence in Singapore;

— investing in logistics as well as SCM training and education to provide the industry with skilled human resources; and

— ongoing negotiation of free trade agreements with other countries to promote trade and commerce.

- *Opportunities in the Asia-Pacific region*

  The Manager believes that the broader Asia-Pacific region also provides attractive opportunities for investment in logistics properties because of the following factors:

  — the significant and growing 35.5% market share of the Asia-Pacific region in the global logistics industry;

  — the expected GDP growth rate for the Asia-Pacific region (ex-Japan) in 2006 of approximately 5.5%, which is higher than the expected global GDP growth rate of 3.9% for the same year;

  — the transfer of global manufacturing capacity to the PRC and India at increasing rates, which elevates the importance of these countries and their surrounding regions in global trade; and

  — the increasing infrastructure development across the Asia-Pacific region in countries such as Thailand and the Philippines, which will in turn support growth in industries such as manufacturing and trade.

  The above factors are expected to increase demand for logistics properties. Quality and functional logistics properties with good locations are therefore expected to be in demand across the Asia-Pacific region.

Recent Developments

It was announced by JTC on 30 June 2005 that, as part of its ongoing efforts to keep business costs competitive, it will reduce its industrial land rent and prices by an average of 20.0% from 1 July 2005. The same announcement further stated that HDB will also adjust its land rent for the industrial lands under its management. The exact magnitude of reduction in land rent for any particular piece of JTC or HDB industrial land will only be notified to the person who has leased the land from JTC or, as the case may be, HDB closer to the anniversary date of the commencement of the land lease, and will only take effect from such date. As such, the Manager is currently unable to determine the precise impact of such land rent and price reductions on the profit forecast and profit projection for MLT for the Forecast Period 2005 and Projection Year 2006. Moreover, MLT will only enjoy the benefit of such reductions in respect of four of the 11 Properties situated on land leased from JTC (70 Alps Avenue, 6 Changi South Lane, TIC Tech Centre and KLW Industrial Building) as, under its arrangements with the lessees of the other Properties situated on land leased from either JTC or HDB, the lessees themselves pay the land rent or there is income support which offsets the cost of land rent to MLT or MLT has agreed to pay over any savings in land rent to the lessees. Accordingly, the land rent and price reductions are not expected to have a significant effect on the profit forecast and profit projection for MLT for the Forecast Period 2005 and Projection Year 2006.

Competitive Strengths of the Properties

The Manager believes that the Properties enjoy the following competitive strengths:

- *Strategic locations*

  Most of the Properties are strategically located in close proximity to the Changi Airport or the seaports and are supported by good infrastructure and arterial road networks, which enhance their attractiveness to both existing and potential tenants.

  — 70 Alps Avenue, 60 Alps Avenue and 61 Alps Avenue, which together comprise 5.9% of the total Lettable Area of the Properties, are located within the ALPS, the logistics FTZ of approximately 26.0 ha adjacent to the Changi Airport. The ALPS enables third party logistics service providers to provide value-added logistics services with greater efficiency without leaving the FTZ. This is facilitated by the new ALPS Customs Checkpoint, which is available for use by tenants of the ALPS to reduce customs clearance time. The ALPS is the only logistics FTZ in Singapore and its location next to the Changi Airport allows logistics service providers in the park to leverage on the good connectivity and handling efficiency of the airport. Logistics operations in the ALPS also enjoy a tax advantage in that importing of goods into the FTZ and the subsequent sale of such imported goods within the FTZ are not subject to GST. Goods can be stored within the FTZ without any customs documentation until they are released in the Singapore market, or be processed and re-exported with minimum customs formalities.

  — 201 Keppel Road, located in the southern part of Singapore, is next to the Port of Singapore, one of the world's busiest ports, which gives its tenant easy access to the container terminal facilities in the port.

  — The depth of water around Pulau Sebarok allows the berthing of Very Large Crude (Oil) Carriers (VLCCs) of up to 160,000 dwt (deadweight ton) at its piers.

  — Ban Teck Han Building, 531 Bukit Batok Street 23 and 11 Tai Seng Link are located in the Serangoon North Industrial Park, the Bukit Batok Industrial Estate and the Paya Lebar iPark, respectively. Each of these Properties is well connected to the rest of the Singapore island by major expressways.

  — 21/23 Benoi Sector is located just off the AYE and Tentat Districentre is located within a logistics cluster in the Jurong Industrial Park, just off the West Coast Highway and the AYE. Both properties are in close proximity to the Jurong Port, with easy access to the city and the rest of Singapore via the AYE.

- *Long average lease duration*

  The weighted average lease term to expiry (by Gross Revenue) of the tenancies in the Properties is approximately 9.1 years as at 31 May 2005 (see "— Expiries"). Coupled with the provisions for step-up rents in the leases for 11 of the 15 Properties, Unitholders have the assurance of a stable and growing income.

- *Long leasehold for underlying land*

  The weighted average unexpired lease term (including the period covered by the relevant options to renew) for the underlying land (by land area) for all the Properties is approximately 60.3 years as at 31 May 2005. (See "Certain Agreements relating to Mapletree Logistics Trust and the Properties" for details of the options to renew and the conditions relating thereto.)

- *High quality tenant base*

  The tenants of the Properties include the local operating arms of leading multi-national logistics service providers and SCM operators, such as UPS SCS (Singapore) Pte. Ltd., Menlo Worldwide Asia-Pacific Pte Ltd, Expeditors Singapore Pte Ltd, Vopak Terminals Singapore Pte Ltd, DHL Danzas Warehousing & Distribution (Singapore) Pte Ltd, Kuehne & Nagel Pte Ltd, IDS Logistics Services Pte Ltd, as well as companies listed on the Main Board of the SGX-ST, such as Teckwah Industrial Corporation Ltd, Armstrong Industrial Corporation Limited and Singapore Petroleum Company Limited.

- *Diverse tenant trade sectors*

  The tenants of the Properties operate in diverse trade sectors within the logistics industry, which include third party logistics services, distribution centres, oil and chemical logistics services, food and cold storage services and industrial warehousing (see "— Tenant Profile").

  No more than 24.6% of Gross Revenue for the month ended 31 May 2005 is derived from tenants in any one trade sector. Such diversification and non-reliance on any one particular trade sector is expected to enhance the ability of MLT to provide Unitholders with stable income distributions.

- *High occupancy rates of the Properties*

  As at 31 May 2005, the weighted average occupancy rate of the Properties (by Lettable Area) was approximately 95.2%, which is higher than the average occupancy rate for the warehousing sector in Singapore of 86.2% as at 31 March 2005.

  The Manager believes that the healthy demand for logistics properties in Singapore, the long weighted average unexpired lease term of the Properties and the strategic locations of the Properties should enable the Properties to maintain their high occupancy rates over time.

  (See "— Occupancy" for further details.)

- *Low capital expenditure requirements*

  The defects which have been identified in the building audits on the Properties commissioned by MLT have to be rectified by the relevant vendors. As such, the Manager expects that capital expenditure during the Forecast Period 2005 and the Projection Year 2006 will be minimal. In addition, nine out of the 15 Properties are leased on terms under which the tenant will be responsible for the maintenance of the building(s) for the duration of the lease. This will also minimise the capital expenditure requirements of the Properties.

Certain Information about the Properties

The table below sets out certain information with respect to each of the Properties:

Property	**Lettable Area**(1)	**Issue of Certificate of Statutory Completion**	**Land lease expiry**
	(sq m)	**(Year)**	**(Year)**
FTZ Third Party Logistics Properties			
70 Alps Avenue	21,407.9	2003	2032
60 Alps Avenue	12,674.0	2002 and 2003	2031
61 Alps Avenue	12,388.0	2004	2033
Non-FTZ Third Party Logistics Properties			
6 Changi South Lane	14,523.9	1997	2054(2)
TIC Tech Centre	30,758.0	1999	2056(3)
Lifung Centre	23,628.6	1995	2050(4)
Distribution Centre Properties			
21/23 Benoi Sector	22,519.0(5)	Between 1982 and 1998(6)	2040(7)
Ban Teck Han Building	14,693.7(8)	1999	2056(9)
Tentat Districentre	13,397.0	2002	2026
Food and Cold Storage Logistics Properties			
CIAS Flight Kitchen	22,135.8	1984	2039
201 Keppel Road	58,698.4(10)	1978	2096

Property	Lettable Area[1]	Issue of Certificate of Statutory Completion	Land lease expiry
	(sq m)	(Year)	(Year)
Oil and Chemical Logistics Property			
Pulau Sebarok	501,905.9[11]	N.A.[12]	2071 (land)[13]
Industrial Warehousing Properties			
531 Bukit Batok Street 23	18,871.0	1999	2055[14]
KLW Industrial Building	14,970.9	2000	2054[15]
11 Tai Seng Link	10,312.5	2004	2064[16]
Total	**792,884.6**		

Notes:

(1) As at 31 May 2005.

(2) MLT holds the remainder of a 30 + 30 year lease commencing from 1 January 1995.

(3) MLT holds the remainder of a 30 + 30 year lease commencing from 16 May 1996.

(4) MLT holds the remainder of a 30 + 30 year lease commencing from 1 December 1990.

(5) This includes the Lettable Area of the new single-storey warehouse (see Note 6).

(6) The Certificate of Statutory Completion for Block A was obtained in 1998, Block B in 1987, Block C in 1982 and Block D in 1984. As the adjoining single-storey warehouse extension (Block E) was completed in end-2004 and the new single-storey warehouse (Block F) was completed in May 2005, the Certificates of Statutory Completion for both blocks have yet to be issued.

(7) MLT holds the remainder of a 30 + 30 year lease commencing from 16 February 1980.

(8) This excludes the floor area of the mezzanine floor added to level 4 of the building on the Property, which is in the course of being regularised.

(9) MLT holds the remainder of a 30 + 30 year lease commencing from 1 October 1996.

(10) This includes the land area of 16,784.4 sq m.

(11) This comprises the entire land and foreshore areas of Pulau Sebarok.

(12) Not applicable because this Property comprises land leases only and does not include the buildings and other structures thereon which were erected by the tenants.

(13) Apart from the land lease which expires in 2071, Pulau Sebarok also comprises six foreshore leases, each comprising the remainder of a leasehold estate of not more than 30 years commencing 1 October 1997.

(14) MLT holds the remainder of a 30 + 30 year lease commencing from 1 October 1995.

(15) MLT holds the remainder of a 30 + 30 year lease commencing from 1 May 1994.

(16) MLT holds the remainder of a 30 + 30 year lease commencing from 15 February 2004.

Gross Revenue

The Properties generated total Gross Revenue of S$3.223 million for the month ended 31 May 2005. The table below sets out the contribution to Gross Revenue by each of the Properties for the month ended 31 May 2005:

Property	**Gross Revenue for the month ended 31 May 2005**	**Percentage of aggregate Gross Revenue for the month ended 31 May 2005**
	(S$'000)	**(%)**
FTZ Third Party Logistics Properties		
70 Alps Avenue	390	12.1
60 Alps Avenue	199	6.2
61 Alps Avenue	182	5.7
Non-FTZ Third Party Logistics Properties		
6 Changi South Lane	132	4.1
TIC Tech Centre	486	15.0
Lifung Centre	175	5.4
Distribution Centre Properties		
21/23 Benoi Sector	194	6.0
Ban Teck Han Building	136	4.2
Tentat Districentre	135	4.2
Food and Cold Storage Logistics Properties		
CIAS Flight Kitchen	129	4.0
201 Keppel Road	135	4.2
Oil and Chemical Logistics Property		
Pulau Sebarok	526	16.3
Industrial Warehousing Properties		
531 Bukit Batok Street 23	142	4.4
KLW Industrial Building	150	4.7
11 Tai Seng Link	112	3.5
Total	3,223	100.0

Valuation

The Properties were valued by the Independent Valuer as at 31 May 2005. The Appraised Value of each of the Properties is set out in the following table:

Property	Appraised Value[1]	Percentage of aggregate Appraised Value
	(S$ million)	(%)
FTZ Third Party Logistics Properties		
70 Alps Avenue	36.5	8.7
60 Alps Avenue	20.0	4.7
61 Alps Avenue	20.0	4.7
Non-FTZ Third Party Logistics Properties		
6 Changi South Lane	13.5	3.2
TIC Tech Centre	52.5	12.5
Lifung Centre	24.5	5.8
Distribution Centre Properties		
21/23 Benoi Sector	27.5	6.5
Ban Teck Han Building	21.0	5.0
Tentat Districentre	16.5	3.9
Food and Cold Storage Logistics Properties		
CIAS Flight Kitchen	19.0	4.5
201 Keppel Road	26.5	6.3
Oil and Chemical Logistics Property		
Pulau Sebarok	91.0	21.6
Industrial Warehousing Properties		
531 Bukit Batok Street 23	22.5	5.3
KLW Industrial Building	17.0	4.0
11 Tai Seng Link	14.0	3.3
Total	422.0	100.0

Note:

(1) See Appendix III, "Independent Property Valuation Summary Report".

Occupancy

The Properties have a weighted average occupancy rate (by Lettable Area) of 95.2% as at 31 May 2005. The table below sets out information on the occupancy rates of each of the Properties as at 31 May 2005:

Property	Occupancy rate as at 31 May 2005
	(%)
FTZ Third Party Logistics Properties	
70 Alps Avenue	100.0
60 Alps Avenue[1]	100.0
61 Alps Avenue[1]	100.0
Non-FTZ Third Party Logistics Properties	
6 Changi South Lane[1]	100.0
TIC Tech Centre	90.5
Lifung Centre[1]	100.0
Distribution Centre Properties	
21/23 Benoi Sector[1]	100.0
Ban Teck Han Building[1]	100.0
Tentat Districentre[1]	100.0
Food and Cold Storage Logistics Properties	
CIAS Flight Kitchen[1]	100.0
201 Keppel Road[1]	100.0
Oil and Chemical Logistics Property	
Pulau Sebarok	93.3
Industrial Warehousing Properties	
531 Bukit Batok Street 23[1]	100.0
KLW Industrial Building[1]	100.0
11 Tai Seng Link[1]	100.0
Weighted average (by Lettable Area)	**95.2**

Note:

(1) The whole of this Property is let to a single lessee.

Information about the 10 Largest Tenants

The table and the graph below sets out information on the 10 largest tenants of the Properties in terms of their contribution to Gross Revenue for the month ended 31 May 2005:

Tenant	Property	Tenant trade sector	Tenancy expiry date(s)	Gross Revenue for the month ended 31 May 2005 (S$'000)	Percentage of aggregate Gross Revenue for the month ended 31 May 2005 (%)	Percentage of aggregate Lettable Area of the Properties[(1)] (%)
Teckwah Industrial Corporation Ltd	TIC Tech Centre	Third party logistics	July 2014[(2)]	451	14.0	3.2
Vopak Terminals Singapore Pte Ltd	Pulau Sebarok	Oil and chemical logistics	December 2024[(3)]	306	9.5	41.9
Menlo Worldwide Asia-Pacific Pte Ltd	60 Alps Avenue	Third party logistics	August 2012[(4)]	199	6.2	1.6
DG Logistik Pte. Ltd.	21/23 Benoi Sector	Distribution Centre	June 2015[(5)]	194	6.0	2.8
Expeditors Singapore Pte Ltd	61 Alps Avenue	Third party logistics	June 2009[(6)]	182	5.7	1.6
KLW Wood Products Pte Ltd	KLW Industrial Building	Industrial Warehousing	December 2014[(7)]	150	4.7	1.9
Singapore Petroleum Company Limited	Pulau Sebarok	Oil and Chemical Logistics	April 2020	143	4.4	10.5
Armstrong Industrial Corporation Limited	531 Bukit Batok Street 23	Industrial Warehousing	June 2015[(8)]	142	4.4	2.4
Ban Teck Han Enterprise Co Pte Ltd	Ban Teck Han Building	Distribution Centre	June 2015[(9)]	136	4.2	1.9
UPS SCS (Singapore) Pte. Ltd.	70 Alps Avenue	Third party logistics	February 2007[(10)]	136	4.2	0.9
Total	—	—	—	2,039	63.3	68.7

Notes:

(1) As at 31 May 2005.

(2) The tenant has an option to renew for another five years.

(3) The tenant has (i) a lease of land on Pulau Sebarok, (ii) a lease of the foreshore land on Pulau Sebarok and (iii) a licence to use Jetty 2 on Pulau Sebarok. Each of the two leases and the licence is for a period of 20 years commencing on 1 January 2005 and expiring on 31 December 2024. In addition, the tenant has three other agreements in respect of leases of foreshore land on Pulau Sebarok for terms commencing on 1 January 1981 and expiring on 30 December 2010, commencing on 1 July 1986 and expiring on 30 December 2010, commencing on 26 January 1994 and expiring on 30 December 2010 and commencing on 23 August 1990 and expiring on 30 December 2010, respectively. For the lease of land, the tenant has an option to renew for not less than 20 years.

(4) The tenant has three consecutive options to renew the lease for five years each and a fourth option for a term expiring one day before 30 September 2031.

(5) The tenant has an option to renew for another five years. This option is exercisable not later than 12 months prior to the expiry of the lease term in June 2015.

(6) The tenant has an option to renew for another three years. This option is exercisable not later than six months prior to the expiry of the lease term in June 2009.

(7) The tenant has an option to renew for another five years. This option is exercisable not later than 12 months prior to the expiry of the lease term in December 2014.

(8) The tenant has an option to renew for another five years. This option is exercisable not later than 12 months prior to the expiry of the lease term in June 2015.

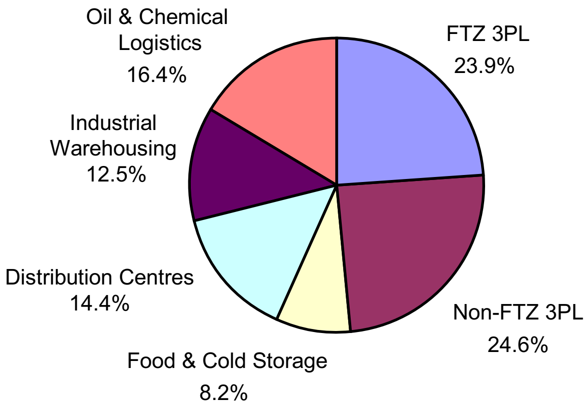
(9) The tenant has an option to renew for up to five years. This option is exercisable not later than 12 months prior to the expiry of the lease term in 2056.

(10) The tenant has an option to renew for another two years. This option is exercisable not earlier than six months and not later than three months prior to the expiry of the lease term in February 2007.

Tenant Profile

The following chart shows the tenant profile of the Properties in terms of contribution to total Gross Revenue for the month ended 31 May 2005 by tenant trade sectors:

Gross Revenue Contribution by Tenant Trade Sector
(for the month ended 31 May 2005)



Expiries

As at 31 May 2005, 11 of the 32 tenancies comprised in the Properties are long-term tenancies with at least nine years to expiry.

The following table sets out the expiry profile of the tenancies in the Properties:

Period	Total number of expiring tenancies	Monthly Gross Revenue of expiring tenancies	Expiring tenancies as a percentage of aggregate Gross Revenue for the month ended 31 May 2005
		(S$'000)	(%)
Forecast Period 2005	—	—	—
Projection Year 2006	4	74	2.3
Year ending 31 December 2007	10	343	10.6
Year ending 31 December 2008	2	134	4.2
Beyond year ending 31 December 2008	16	2,672	82.9
Total	**32**	**3,223**	**100.0**

Capital Expenditure

The defects which have been identified in the building audits on the Properties commissioned by MLT have to be rectified by the relevant vendors. As such, the Manager expects that capital expenditure during the Forecast Period 2005 and the Projection Year 2006 will be minimal. The funding of the improvement works will primarily comprise cash flow from operations and/or further borrowings (see "Profit Forecast and Profit Projection" for further details of forecast and projected capital expenditure).

TIC Tech Centre has been designed, and its foundation has been laid, to allow extra storeys of up to a total of 5,000 sq m of Lettable Area to be built above the existing building. The Manager may consider making such an addition to the Lettable Area of TIC Tech Centre in future should there be demand for such space and if such space generates yield accretive returns for MLT.

At 60 Alps Avenue, there is available land beside the existing building for the construction of a building extension of about 4,600 sq m of Lettable Area. Under the terms of the lease agreement with Menlo Worldwide Asia-Pacific Pte Ltd, the tenant of 60 Alps Avenue has the right to request the landlord to construct such an extension for lease to the tenant at a rent to be agreed upon between the landlord and the tenant. This right expires on 27 September 2006.

Marketing and Leasing Activities

Except for properties which are subject to long-term leases, MLT's Properties will be actively marketed by the Property Manager to prospective tenants in desired target groups through advertisements in the print media, direct calls and property consultants. The consultants and prospective tenants will also be regularly updated with the list of properties in MLT's portfolio which are available for lease. Viewings of the premises will be conducted regularly with prospective tenants.

Tenancy Agreements and Lease Management

The tenancy agreements entered into for the Properties contain terms and conditions generally found in most tenancies for logistics properties in Singapore. The terms are in line with market practice and procedures. In certain instances, these terms have been varied to accommodate the specific needs of major tenants.

When a prospective tenant has committed to a tenancy, a security deposit equal to between three and 12 months' rent (depending on the tenancy or lease term) is usually payable. Security deposits are in the form of cash, bank guarantees or corporate undertakings. Certain tenants are also required to furnish a performance guarantee from their parent company in respect of the tenants' obligations under the tenancy agreements.

Rent and service charge are generally payable either monthly or quarterly in advance. Collections of rent and service charges will be actively monitored by the Property Manager.

As tenant retention is critical to minimising the turnover of tenancies, the Property Manager will maintain close communication and a good working relationship with MLT's tenants. Arrears management procedures will also be strictly enforced to ensure timely payment of rent. The Manager believes that these pro-active steps to retain tenants and reduce rent in arrears will result in a stable income stream for MLT.

Insurance

The Properties are insured in accordance with industry practice in Singapore. Insurance policies taken up include insurance against physical damage (save for Pulau Sebarok where only Jetty 2 and a barge pier are insured as all the other buildings and structures thereon are not owned by MLT), business interruption, public liability (including personal injury) and workmen's compensation as well as all risks insurance. There are no significant or unusual excess or deductible amounts required under these policies. There are, however, certain types of risks that are not covered by such insurance policies, including acts of war, environmental damage and breaches of environmental laws and regulations. The Manager will in the future take up insurance against environmental damage as and when the Manager considers there is a need to do so.

Legal Proceedings

None of MLT, the Manager and the Property Manager is currently involved in any material litigation nor, to the best of the Manager's knowledge, is any material litigation currently contemplated or threatened against MLT, the Manager or the Property Manager.

Competing Properties and Future Competing Developments

The Properties are strategically located in the FTZ, near the Changi Airport, the seaports, industrial parks and areas designated for use by logistics service providers.

The ALPS is the only logistics FTZ park in Singapore and is adjacent to the Changi Airport. While the FTZ Third Party Logistics Properties may face an increase in competition due to the impending availability of new multi-tenant facilities in the FTZ, the Manager believes that there is sufficient demand for existing and new facilities in the ALPS in light of the Singapore Government's attractive industry initiatives. Moreover, any new multi-tenant facility which may be built in the FTZ would be to cater to the additional demand following the completion and full committal of the floor space in other similar multi-tenant facilities located in the ALPS.

Those Properties located in industrial parks are likely to face potential competition from existing or new properties of a similar type within the same area, as well as from the establishment of new industrial parks and areas designated for use by logistics service providers. However, most of the Properties are leased back to their vendors, thus providing a stable and sustainable income stream from such Properties. The Manager will continue to work closely with the tenants to ensure that such Properties continue to meet their changing needs and requirements.

The current development of Jurong Island as a major petroleum and chemical storage hub with well-developed infrastructure will provide an alternative business location for tenants in Pulau Sebarok. Nonetheless, there is no immediate threat to Pulau Sebarok as all of the tenants on Pulau Sebarok are committed to long leases and have made large capital investments on the island.

Competition for Acquisitions

The Manager expects that MLT will face competition for the acquisition of properties in Singapore and the rest of the Asia-Pacific region from other property funds with a focus on properties which are used for logistics purposes. The Manager has adopted a regional investment strategy to deal with such competition and it is intended that MLT will work closely with logistics service providers as well as the Sponsor in furtherance of such a strategy (see "Strategy").

70 Alps Avenue

70 Alps Avenue
Singapore 498801

Description

70 Alps Avenue is located along Alps Avenue, off Changi Coast Road. The building is located within the ALPS, which is adjacent to the Changi Airport and approximately 20.0 kilometres from the city centre.

70 Alps Avenue is a two-storey ramp-up facility with 14 warehouse units for multiple tenants. The ready built warehouse units enable third party logistics service providers to set up operations with speed and ease. The warehouse units have their own mezzanine office spaces and dedicated loading and unloading bays to facilitate the operations of third party logistics service providers. The Property is equipped with modern fire fighting equipment and 24-hour security service. Air-conditioning is installed in some warehouse units.

There are a total of 67 car park lots on the Property.

(See "— Competitive Strengths of the Properties — Strategic locations" for further details regarding the ALPS.)

Land Area

20,676.0 sq m

GFA

22,551.6 sq m

Lettable Area

21,407.9 sq m

Appraised Value

Appraised Value:	S$36.5 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

2003

Title

Leasehold estate of 30 years expiring 30 November 2032.

Tenant Information

70 Alps Avenue has nine tenants. The table below sets out information on these tenants:

Tenant	Tenant trade sector	Expiry date	Lettable Area[1] (sq m)
UPS SCS (Singapore) Pte. Ltd.	Third party logistics	28 February 2007	7,425.1
DHL Danzas Warehousing & Distribution (Singapore) Pte Ltd	Third party logistics	14 February 2007	3,075.2
MOL Logistics (Singapore) Pte. Ltd.	Third party logistics	31 January 2007	1,738.1
Geologistics Pte Ltd	Third party logistics	31 October 2006	1,540.5
KWE-Kintetsu World Express (S) Pte Ltd	Third party logistics	14 March 2006	1,522.0
Airmark Freight Services Pte. Ltd.	Third party logistics	14 February 2007	1,522.0
Kuehne & Nagel Pte Ltd	Third party logistics	30 June 2007	1,522.0
Kerry Logistics (Singapore) Pte Ltd	Third party logistics	28 February 2007	1,522.0
Global Airfreight International Pte Ltd	Third party logistics	31 January 2007	1,541.0
Total			21,407.9

Note:

(1) As at 31 May 2005.

Each of the tenants listed above is the local arm of a multi-national logistics service provider specialising in third party logistics.

60 Alps Avenue

60 Alps Avenue
Singapore 498815

Description

Completed in August 2002, 60 Alps Avenue is a five-storey single-user logistics facility with a mezzanine floor and ancillary offices. The Property is located along Alps Avenue, within the ALPS which is adjacent to the Changi Airport and is approximately 20.0 kilometres away from the city. The Property contains air-conditioned and non-air-conditioned warehouse units from the first to fourth storeys with double volume ceiling height for the first storey units and parts of the third storey warehouse units. Ancillary offices are located on the top and mezzanine floors. The warehouses are designed with a floor loading capacity of approximately 20 KN per sq m and floor-to-floor heights of 8.25 metres for the first storey, and 7.55 metres and 3.34 metres for the third storey. Vertical access within the Property itself is facilitated by both passenger and cargo lifts. The Property is also equipped with modern fire fighting devices and 24-hour security service. In addition, the Property contains both open-air and covered car park lots and 10 loading bays.

Land Area

12,379.0 sq m

GFA

12,674.0 sq m

Lettable Area

12,674.0 sq m

Appraised Value

Appraised Value:	S$20.0 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

2002 and 2003

Title

Leasehold estate of 30 years ending 30 September 2031 (in respect of Private Lot A20876) and leasehold estate of 29 years 2 months and 15 days ending 30 September 2031 (in respect of Private Lot A20876(a)).

Tenant Information

Menlo Worldwide Asia-Pacific Pte Ltd is a subsidiary of Menlo Worldwide, one of the world's largest SCM companies. It is the sole tenant of 60 Alps Avenue. Its lease is for a term of 10 years commencing on 1 September 2002 with four consecutive options to renew. The first three options to renew are for terms of five years each and the fourth option to renew is for a period from the first day following the expiration date of the third option term and expiring one day before 30 September 2031.

The facility serves as the regional logistics hub for Menlo Worldwide, where it integrates its administration activities with its logistics operations for clients such as various multi-national corporations.

61 Alps Avenue

61 Alps Avenue
Singapore 498798

Description

61 Alps Avenue is in the same area of the FTZ as 70 Alps Avenue.

The Property is a four-storey single-user warehouse building with ancillary offices and warehouses used for logistics purposes. There is a ramp leading from the first storey directly to the third storey by the side of the building. It comprises both air-conditioned and non-air-conditioned warehouse units from the first to the fourth storey with double volume ceiling height for the first storey and third storey warehouse units. Ancillary offices are located on the first to fourth storeys and there are also ancillary warehousing units located on the second and fourth storeys. The warehouse units are designed with a floor loading capacity of 20 KN per sq m.

Vertical access within the building itself is facilitated by a passenger lift and two cargo lifts. Open-air and covered car parking lots are also available together with 11 and 12 loading bays located on the first and third storeys, respectively. The Property also comes equipped with modern fire fighting devices, 24-hour security service, a closed circuit television system and an energy saving air-conditioning system.

Land Area

10,280.0 sq m

GFA

12,388.0 sq m

Lettable Area

12,388.0 sq m

Appraised Value

Appraised Value:	S$20.0 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

2004

Title

Leasehold estate of 30 years expiring 15 October 2033.

Tenant Information

Expeditors Singapore Pte Ltd, the sole tenant of 61 Alps Avenue, is in the business of freight forwarding and contract logistics. Its lease is for a term of five years commencing on 15 June 2004, with an option to renew for a further term of three years.

6 Changi South Lane

6 Changi South Lane
Singapore 486400

Description

6 Changi South Lane is a four-storey logistics building located on the southeastern side of Changi South Lane, off Upper Changi Road. It is within the Changi International LogisPark (South), and is located in close proximity to the Singapore Expo, Changi Business Park and the Changi Airport. This Property is also easily accessible via the PIE and AYE.

The Property contains both warehouses and ancillary offices. The Property is equipped with an automated storage and retrieval system that is used and maintained by its existing tenant. All the office areas and part of the warehouse is air-conditioned. Vertical access within the building itself is facilitated by both passenger and cargo lifts as well. There are also 36 car parking lots and 18 loading bays cum lorry parking lots. The Property also comes equipped with modern fire fighting devices and 24-hour security systems.

Land Area

11,714.0 sq m

GFA

14,523.9 sq m

Lettable Area

14,523.9 sq m

Appraised Value

Appraised Value:	S$13.5 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

1997

Title

Leasehold estate of 30 + 30 years expiring 31 December 2054.

Tenant Information

The sole tenant of 6 Changi South Lane is Boustead Projects Pte Ltd. The lease to Boustead Projects Pte Ltd is for a term of three years commencing 8 June 2005.

Boustead Projects Pte Ltd is a subsidiary of Boustead Singapore Limited, a company listed on the Main Board of the SGX-ST. Boustead Projects Pte Ltd specialises in the designing and building of logistics industrial facilities.

TIC Tech Centre

25 Pandan Crescent
Singapore 128477

Description

TIC Tech Centre is a high-tech logistics building with warehousing space, a production area and ancillary office space. It is located within JTC's Pandan Industrial Estate at the end of Pandan Crescent, off the West Coast Highway, and is approximately 14.0 kilometres from the city.

TIC Tech Centre comprises a six-storey light industrial cum office building with a five-storey warehousing facility, with loading bays, two cargo lifts and two passenger lifts. Tenants at TIC Tech Centre can avail themselves of a broadband network which supports video-conferencing. The office block is separately served by two passenger lifts and a fire lift, and has direct access to the basement carpark and an air-conditioned food court. 24-hour security service is provided to the tenants of the Property.

Land Area

19,141.40 sq m

GFA

37,395.0 sq m

Lettable Area

30,758.0 sq m

Appraised Value

Appraised Value:	S$52.5 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

1999

Title

Leasehold estate of 30 + 30 years expiring 15 May 2056.

Tenant Information

TIC Tech Centre has six tenants that, together with the space occupied by the Property Manager for its property management office, account for 90.5% of the Property's Lettable Area. The table below sets out information on these tenants:

Tenant	Tenant trade sector	Expiry date	Lettable Area[1] (sq m)
Teckwah Industrial Corporation Ltd	Third party logistics	31 July 2014[2]	25,732.0
Walter AG Singapore Pte Ltd	Industrial Warehousing	31 January 2007	629.0
Kaiser Pharmaceutical (S) Pte Ltd	Oils and Chemicals	31 December 2006	306.0
Fujitsu General (Asia) Pte Ltd	Distribution Centre	31 August 2006	609.9
Unicon Management & Consultants (S) Pte Ltd	Consultancy services	29 February 2008	111.5
Fuji Xerox Singapore Pte Ltd	Distribution Centre	15 March 2009	390.1
Property management office (occupied by the Property Manager)	—	—	67.1
Total			27,845.6

Notes:

(1) As at 31 May 2005.

(2) There is an option under the lease to renew for a further five years.

Teckwah Industrial Corporation Ltd is a company listed on the Main Board of the SGX-ST and it uses the premises primarily to provide value chain management services, including warehousing services, and to house its corporate functions. Fujitsu General (Asia) Pte Ltd and Fuji Xerox Singapore Pte Ltd use their premises to service their local customers and to manage their regional sales and products distribution, as well as for storage purposes.

Lifung Centre

5B Toh Guan Road East
Singapore 608829

Description

Lifung Centre is a three-storey warehouse cum office complex with two mezzanine floors. Completed in May 1993, Lifung Centre is located on the eastern side of a slip road of Toh Guan Road East, off Toh Guan Road and the PIE. It is located approximately 16.0 kilometres from the city. It is easily accessible by both the PIE and the AYE which allows its tenants to provide integrated distribution services to all parts of Singapore.

There are two levels of warehousing space that are served by five cargo lifts while the office floors are separately served by two passenger lifts. The warehouse is served by a total of 19 loading bays and its floor loading capacity ranges from 7.5 KN per sq m to 32.5 KN per sq m. The Property's large land area provides sufficient space to accommodate 34 containers and other trucks as well as 78 open-air car parking lots. The building is equipped with modern fire fighting devices, a closed circuit television system and a 24-hour security service.

Land Area

25,391.90 sq m

GFA

23,628.6 sq m

Lettable Area

23,628.6 sq m

Appraised Value

Appraised Value:	S$24.5 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

1995

Title

Leasehold estate of 30 + 30 years expiring 30 November 2050.

Tenant Information

IDS Logistics Services Pte Ltd is the sole tenant of Lifung Centre. Its lease is for a term of five years commencing on 22 June 2005 with an option to renew for a further five years. IDS Logistics Services Pte Ltd is owned by IDS Group Ltd, which in turn is wholly owned by Integrated Distribution Services Group Ltd, a company listed on The Stock Exchange of Hong Kong. Integrated Distribution Services Group Ltd provides integrated distribution services in Asia and focuses on serving brand owners of consumer and healthcare products.

21/23 Benoi Sector

21/23 Benoi Sector
Singapore 629856

Description

21/23 Benoi Sector comprises a part single and part two-storey office cum warehouse (Block A), two single-storey factories cum warehouses (Blocks B and C), a part single and part two-storey warehouse cum office with ancillary lean-to shed (Block D) and an adjoining single-storey warehouse extension (Block E), as well as a single-storey warehouse (Block F). The Property is strategically located on the northeastern junction of Benoi Sector/Benoi Crescent within the Jurong Industrial Estate and is approximately 23.0 kilometres from the city. The Property is in close proximity to the Jurong Port, with easy access to the city via the major expressways.

The Property has been developed in phases commencing from 1980. Construction of the latest extension to the Property, Block F, was completed in May 2005. There are two entrances to the Property, providing containers and other trucks with direct access to the respective warehouses from the main road. All warehouse spaces are located on the ground level. The number of loading bays serving each warehouse building ranges between three and 16. The floor loading capacity of each warehouse is 20 KN per sq m. The size of this Property allows for ample open-air parking lots for both trucks and cars. The annexes to the warehouse buildings serve mainly as offices. A canteen operates on part of the ground floor of a warehouse building near one of the entrances. 24-hour security service is provided at the Property.

Land Area

36,985.2 sq m

GFA

22,519.0 sq m[1]

Lettable Area

22,519.0 sq m[1]

Appraised Value

Appraised Value:	S$27.5 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion[2]

1998 (Block A)

1987 (Block B)

1982 (Block C)

1984 (Block D)

Title

Leasehold estate of 30 + 30 years expiring 15 February 2040.

Tenant Information

DG Logistik Pte. Ltd. is the sole tenant of 21/23 Benoi Sector. Its lease is for a term of 10 years commencing on 3 June 2005, with an option to renew for a further five years. The tenant provides third party logistics services, including logistics support and material handling services.

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1 This takes into account the new single-storey warehouse (Block F) which was completed in May 2005.

2 As the adjoining single-storey warehouse extension (Block E) was completed in end-2004 and the new single-storey warehouse (Block F) was completed in May 2005, the Certificates of Statutory Completion for both blocks have yet to be issued as at the date of this Prospectus.

Ban Teck Han Building

21 Serangoon North Avenue 5
Singapore 554864

Description

Ban Teck Han Building is located along the northern side of Serangoon North Avenue 5, near the junction of Serangoon North Avenue 6 and is approximately 11.0 kilometres from the city. The Central Expressway can be easily accessed from Ban Teck Han Building. The Property comprises a five-storey light industrial building with showroom and warehousing facilities, with two cargo lifts, 10 sheltered loading bays and four sheltered container bays with automatic dock levelers and individual shutters to allow external hoisting. In addition, there is an ancillary office tower (with central air-conditioning) spanning seven floors with separate passenger lift access. Ample car parking lots, modern fire fighting devices and 24-hour security service are available at the Property.

Land Area

6,938.40 sq m

GFA

14,693.7 sq m[1]

Lettable Area

14,693.7 sq m[1]

Appraised Value

Appraised Value: S$21.0 million
Date of Appraisal: 31 May 2005

Issue of Certificate of Statutory Completion

1999

Title

Leasehold estate of 30 + 30 years expiring 30 September 2056.

Tenant Information

Ban Teck Han Enterprise Co Pte Ltd, the sole tenant of Ban Teck Han Building, is in the business of distributing plastic disposable products. Its lease is for a term of 10 years commencing on 20 June 2005, with an option to renew for up to five years.

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1 This excludes the floor area of the mezzanine floor added to level 4 of the building on the Property, which is in the course of being regularised.

Tentat Districentre

37 Penjuru Lane
Singapore 609215

Description

Tentat Districentre is a five-storey warehouse building with mezzanine floors located on the eastern end of Penjuru Lane, off Jalan Buroh/Penjuru Road, adjacent to the Jurong Basin and approximately 25.0 kilometres from the city. This Property lies within the Jurong Industrial Estate, just off the West Coast Highway and the AYE. It is in close proximity to the Jurong Port, with easy access to the city via the major expressways.

This Property houses a racking system with both conventional and air-conditioned storage space, and is served by two cargo lifts and two cargo hoists, while the office floors are separately served by a single passenger lift. There are five loading bays with dock levelers and the floor loading capacity on each warehouse floor is 20 KN per sq m. 24-hour security service is provided at the Property.

Land Area

8,958.0 sq m

GFA

13,397.0 sq m

Lettable Area

13,397.0 sq m

Appraised Value

Appraised Value: S$16.5 million
Date of Appraisal: 31 May 2005

Issue of Certificate of Statutory Completion

2002

Title

Leasehold estate of 30 years expiring 15 August 2026.

Tenant Information

Tian An Investments Pte. Ltd. is the sole tenant of Tentat Districentre. Its lease is for a term of 10 years commencing on 3 June 2005, with an option to renew for a further five years. The tenant, through its related company, Tentat Singapore Pte Ltd, carries out packaging and storage work within the premises. It provides container and conventional trucking services, local distribution services, material handling services as well as international export and import/freight forwarding services.

CIAS Flight Kitchen

50 Airport Boulevard
Singapore 819658

Description

Conveniently located within the Changi Airport, CIAS Flight Kitchen comprises a single-storey flight kitchen on 2.2 ha of land leased to CIAS for the purposes of its Inflight Catering Centre, which is equipped to handle approximately 3.5 million meals annually. The Property also comprises a two-storey security office building and a four-storey office building which provides support to the other ground handling operations of CIAS. With the close proximity of CIAS Flight Kitchen to Terminal 2 of the Changi Airport, the location of the site facilitates the offer of services by CIAS to many international airlines.

Land Area

22,135.8 sq m

GFA

18,198.5 sq m (building)

Lettable Area

22,135.8 sq m (land)

Appraised Value

Appraised Value: S$19.0 million
Date of Appraisal: 31 May 2005

Issue of Certificate of Statutory Completion

1984

Title

Leasehold estate of 60 years expiring 6 December 2039.

Tenant Information

CIAS is the sole tenant of CIAS Flight Kitchen. Its lease is for a term of 12 years expiring on 30 June 2016. CIAS was incorporated in 1977 and offers a full range of ground handling and catering services. CIAS is now wholly owned by Dnata, which is in turn wholly owned by the Dubai Government.

201 Keppel Road

201 Keppel Road
Singapore 099419

Description

201 Keppel Road is a 1.68 ha site with six blocks comprising a 11-storey warehouse, two blocks of silos topped by a revolving restaurant, a two-storey warehouse, a four-storey flour mill and a seven-storey office.

For the purposes of facilitating the discharge of wheat grain into their silos by bulk carriers, flourmills should be situated within close proximity of a harbour. The location of 201 Keppel Road is ideal for this purpose since it is situated in the southern part of Singapore and adjacent to the Keppel Terminal, which provides a deep sea harbour as well as a dedicated berth. This facilitates the direct transportation of wheat grain/flour in and out of the silos of the tenant, Prima Limited, for processing and distribution internationally.

Land Area

16,784.4 sq m

GFA

41,914.0 sq m (building)

Lettable Area

58,698.4 sq m (land and building)

Appraised Value

Appraised Value: S$26.5 million
Date of Appraisal: 31 May 2005

Issue of Certificate of Statutory Completion

1978

Title

Leasehold estate of 99 years expiring 30 September 2096.

Tenant Information

Prima Limited is the sole tenant of 201 Keppel Road. Its lease is for a term of 30 years commencing on 1 May 1989. Prima Limited was established in 1961 as the first flourmill in Singapore and one of the pioneer flour millers in Southeast Asia. Since then, Prima Limited has grown to become an industrial group with international operations in the PRC and Sri Lanka.

Pulau Sebarok

Description

Pulau Sebarok is a 46.8 ha island located approximately 9.0 kilometres off the southern coastline of Singapore. Access to the Property is by a short 20-minute ferry ride from the Pasir Panjang Ferry Terminal. The Property features large oil storage tanks with dedicated pipeline systems, pumps, roadways and ancillary buildings that have been purpose-built by the lessees. The jetties on the Property are surrounded by deep water which enables swift movement and berthing of Very Large Crude (Oil) Carriers (VLCCs).

Land Area

468,395.6 sq m

Gross Foreshore Area

33,510.3 sq m

GFA

Not applicable as this Property comprises land only.

Lettable Area

501,905.9 sq m (land and foreshore areas)

Appraised Value

Appraised Value:	S$91.0 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

Not applicable because this Property comprises land only and does not include the buildings and other structures thereon which were erected by tenants.

Title

Land: Leasehold estate of 73 years 3 months and 13 days expiring 13 January 2071.

Six foreshore leases:

- leasehold estate of 13 years and 3 months commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25496)[1];
- leasehold estate of 18 years and 9 months commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25497)[1];
- leasehold estate of 30 years commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25498);
- leasehold estate of 22 years 10 months and 22 days commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25499)[1];
- leasehold estate of 28 years 7 months and 1 day commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25500); and

1 The Manager has approached the SLA with a request for (i) a further lease term in respect of State Foreshore Lease No. 25496 to commence on the date immediately following the date of expiry of State Foreshore Lease No. 25496, (ii) a further lease term in respect of State Foreshore Lease No. 25497 to commence on the date immediately following the date of expiry of State Foreshore Lease No. 25497 and (iii) a further lease term in respect of State Foreshore Lease No. 25499 to commence on the date immediately following the date of expiry of State Foreshore Lease No. 25499, so that all three State Foreshore Leases shall end on 31 December 2024. This request is currently under consideration by the SLA.

- leasehold estate of 23 years 8 months and 3 days commencing from 1 October 1997 (in respect of State Foreshore Lease No. 25501).

Tenant Information

Pulau Sebarok has three tenants. The table below sets out information on these tenants:

Tenant	Tenant trade sector	Expiry date	Land area[1]	Foreshore area
			(sq m)	(sq m)
Vopak Terminals Singapore Pte Ltd[2]	Oil and Chemical Logistics	December 2024	307,780.0	24,558.3
Singapore Petroleum Company Limited	Oils and Chemicals	April 2020	75,571.0	7,893.5
Singaport Cleanseas Pte Ltd	Oil and Chemical Logistics	August 2023	52,237.2	—
Total			**435,588.2**	**32,451.8**

Notes:

(1) As at 31 May 2005

(2) The tenant has (i) a lease of land on Pulau Sebarok, (ii) a lease of the foreshore land on Pulau Sebarok and (iii) a licence to use jetty 2 on Pulau Sebarok. Each of the leases and the licence is for a period of 20 years commencing on 1 January 2005 and expiring on 31 December 2024. In addition, the tenant has three other agreements in respect of leases of foreshore land on Pulau Sebarok, for terms commencing on 1 January 1981 and expiring on 30 December 2010, commencing on 1 July 1986 and expiring on 30 December 2010, commencing on 26 January 1994 and expiring on 30 December 2010 and commencing on 23 August 1990 and expiring on 30 December 2010, respectively.

Vopak Terminals Singapore Pte Ltd is the largest lessee of Pulau Sebarok and occupies approximately 30.78 ha (65.7%) of the island. It has been operating on the island since 1980. Its parent company, Koninklijke Vopak N.V., is listed on the Amsterdam Stock Exchange and is a multi-national operator of independent tank storage terminals. In total, Royal Vopak operates 72 terminals worldwide with a total capacity of 23.4 million cubic metres. The Manager believes that Vopak Terminals Singapore Pte Ltd will provide steady and long-term land rental revenue for Pulau Sebarok.

Singapore Petroleum Company Limited is the other lessee on the island occupying approximately 7.56 ha (16.1%) of the island. It is an oil and gas company founded in 1969. Singapore Petroleum Company Limited commenced its operations in Pulau Sebarok in 1990 and Pulau Sebarok contains its only petroleum storage facilities in Singapore. Singapore Petroleum Company Limited has invested in a sophisticated storage and terminal facility in Pulau Sebarok utilising advanced instrumentation and technology to ensure fast turnaround.

The third lessee on the island is Singaport Cleanseas Pte Ltd, which occupies approximately 5.2 ha (11.1%) of the island. This company has been in the waste oil management and treatment business since 1972.

531 Bukit Batok Street 23

531 Bukit Batok Street 23
Singapore 659547

Description

531 Bukit Batok Street 23 is located within the Bukit Batok Industrial Estate at the fringe of the Bukit Batok housing estate. It is less than three minutes drive from the PIE and is easily accessible by public transportation. 531 Bukit Batok Street 23 is a six-storey warehousing and industrial building with a rooftop cafeteria. The warehouse and production areas are built with a floor loading capacity of 7.5 to 15 KN per sq m. There are six loading and unloading bays with dock levelers, basement car parking lots and a landscaped courtyard. The building is equipped with central and split air-conditioning systems. The Property is served by two passenger lifts and two cargo lifts. The building is equipped with modern fire fighting devices and a closed circuit television system, and enjoys 24-hour security service.

Land Area

7,554.5 sq m

GFA

18,871.0 sq m

Lettable Area

18,871.0 sq m

Appraised Value

Appraised Value:	S$22.5 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

1999

Title

Leasehold estate of 30 + 30 years expiring 30 September 2055.

Tenant Information

Armstrong Industrial Corporation Limited, a company listed on the Main Board of the SGX-ST, is the sole tenant of 531 Bukit Batok Street 23. Its lease is for a term of 10 years commencing on 13 June 2005 with an option to renew for a further five years. Armstrong Industrial Corporation Limited manufactures and sells precision die-cut foam and rubber moulded components for a wide range of technology and other applications.

KLW Industrial Building

19 Senoko Loop
Singapore 758169

Description

KLW Industrial Building is located on the southern flank of Senoko Loop, off Senoko Drive/Admiralty Road West and is approximately 25.0 kilometres from the city. It is a four-storey office cum warehouse facility which provides industrial warehousing for users who require convenient access to Woodlands and Johor (in Malaysia). The first and second warehouse floors have cargo lift access and direct loading bays and can be accessed via a ramped-up driveway. The office block is separately served by a passenger lift, a cargo lift and a direct driveway cum open car park. In addition, the office component of the building is equipped with a split air-conditioning system.

Land Area

11,301.9 sq m

GFA

14,970.9 sq m

Lettable Area

14,970.9 sq m

Appraised Value

Appraised Value:	S$17.0 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

2000

Title

Leasehold estate of 30 + 30 years expiring 30 April 2054.

Tenant Information

KLW Wood Products Pte Ltd is the sole tenant of KLW Industrial Building. Its lease is for a term of 10 years commencing on 6 December 2004 with an option to renew for a further five years.

The tenant has door manufacturing and wood-related production facilities in Malaysia and uses the KLW Industrial Building as its corporate quarters, its distribution cum servicing centre and for holding its corporate functions. The tenant also shares staff and corporate services with Barang Barang Pte Ltd, its related company within the same premises.

11 Tai Seng Link

11 Tai Seng Link
Singapore 534182

Description

11 Tai Seng Link is located in the Paya Lebar iPark on the western side of Tai Seng Link at the junction of Tai Seng Avenue, off Airport Road and Upper Paya Lebar Road and is approximately 10.0 kilometres from the city. The Paya Lebar iPark is strategically located in the central part of Singapore and is near the future Upper Paya Lebar Mass Rapid Transit (''MRT'') station. 11 Tai Seng Link is a five-storey industrial cum warehouse building used for industrial warehousing purposes, and is equipped with a central and split air-conditioning systems. Vertical access within the building is via a passenger lift and two cargo lifts. Modern fire fighting devices, security alarm system and 24-hour security service are provided at the Property. Loading bays, open-air and covered car parking lots and a single-storey guardhouse are also situated within the compound.

Land Area

4,405.0 sq m (inclusive of a new driveway extension)

GFA

10,312.5 sq m

Lettable Area

10,312.5 sq m

Appraised Value

Appraised Value:	S$14.0 million
Date of Appraisal:	31 May 2005

Issue of Certificate of Statutory Completion

2004

Title

Leasehold estate of 30 + 30 years expiring 14 February 2064 (in respect of the land) and leasehold estate of 28 years 6 months and 9 days with an option for a further term of 30 years expiring 14 February 2064 (in respect of the new driveway extension).

Tenant Information

Allied Telesyn International (Asia) Pte Ltd, the sole tenant of 11 Tai Seng Link, is a leading global vendor of end-to-end networking solutions. Its lease is for a term of six years commencing on 4 October 2004 with two consecutive options to renew for a further three years each.

Allied Telesyn International (Asia) Pte Ltd uses this Property as a flagship manufacturing facility and a centre for its sales, marketing, customer service and product management in the Asia-Pacific region.

THE LOGISTICS PROPERTY MARKETS IN SINGAPORE AND THE ASIA-PACIFIC REGION

The Manager commissioned CB Richard Ellis, the Independent Property Consultant, to prepare a report on the logistics property markets in Singapore and the Asia-Pacific region. The following is a summary of the said report.

The Business of Logistics

The definition of logistics adopted by the Council of Supply Chain Management Professionals in the US is "the process of planning, implementing, and controlling the efficient, effective flow and storage of goods, services and related information from point of origin to point of consumption for the purpose of conforming to customer requirements". This definition includes inbound, outbound, internal, and external movements, and return of materials.

Logistics is the business of planning and managing the supply chain of a product or service. Given its integral nature to any business, global logistics is a US$515.0 billion (S$850.0 billion)[1] industry and plays a vital role in product development, manufacturing, marketing, distribution, financial management and exporting.

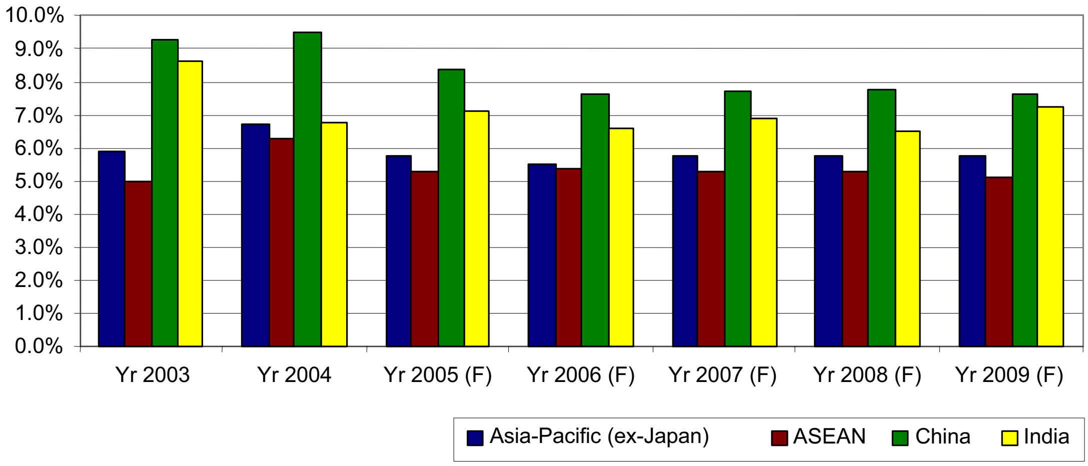
Asian Economic Overview[2]

The global GDP[3] expanded by close to 5.0% in 2004, the strongest growth in two decades. Asia-Pacific (ex-Japan), accounting for 30.0% of the global GDP, posted a GDP growth of 6.7%. Over the same period, most parts of Asia demonstrated stronger growth than global rates. The growth in China was at 9.5%, in India at 6.8% and in the rest of Asia (ex-Japan) at 6.8%. The growth was underpinned by strong external demand and buoyant domestic demand, leading to added business investment in the region.

Going forward, Asia-Pacific (ex-Japan) GDP growth rates, estimated at 5.8% for 2005 and 5.5% for 2006, is expected to be higher than the global GDP growth rate, which is estimated at 4.2% for 2005 and 3.9% for 2006. Economic outlook for South Asia remains bright and the Association of South East Asian Nations (ASEAN) is expected to grow faster than most other emerging markets with the exception of China and India.

In summary, the Asian economies remain healthy and are expected to see a modest pace of expansion in 2005. Asia will continue to be a trading hub and business prospects in the region remain positive.

Real GDP Growth



Source: Economist Intelligence Unit, CB Richard Ellis.

1 Exchange rate of US$1.00 = S$1.65.

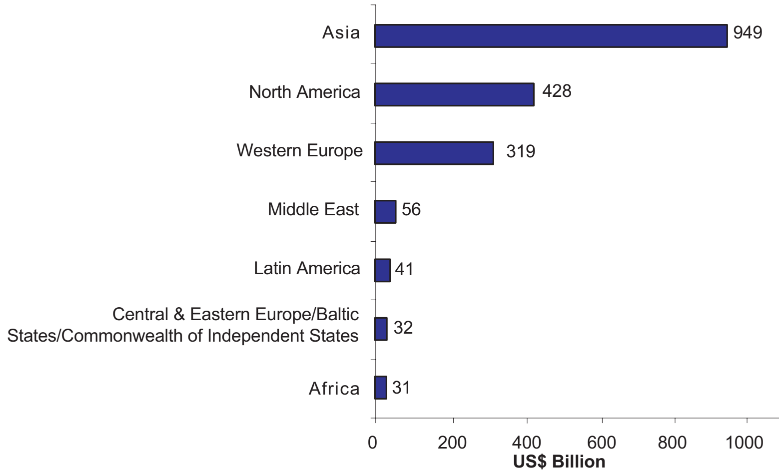
2 All GDP growth rates are from Economist Intelligence Unit.

3 Based on purchasing power parity.

Trade in Asia

Asia accounted for 26.1% of the world exports and 23.0% of the world imports in 2003, making it a key contributor to the global logistics market. Intra-Asia trade accounted for about half of the total volume of exports from Asia with US$1.9 trillion (S$3.1 trillion) recorded in 2003, an evidence of the growing trade integration in the region. Manufacturers accounted for 83.7% of the total exports from Asia, a reminder that Asia is a leading production hub. China, post accession to the World Trade Organisation (WTO) in 2001, has become a key force for both exports and imports.

Intra-regional and inter-regional from Asia, 2003



Source: WTO, CB Richard Ellis.

Infrastructure in Asia

Infrastructure development is key to higher demand for goods and the resulting increase in Asian trade activity. Listed below are the infrastructure capabilities in each of the countries included in this report.

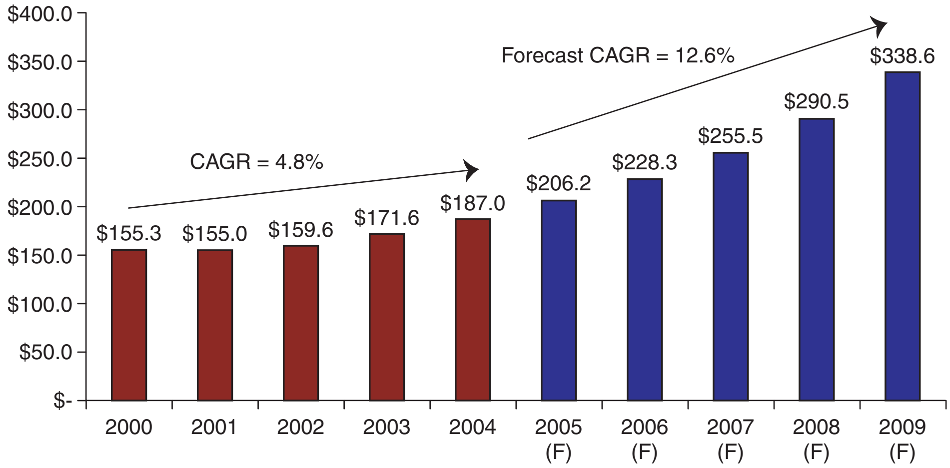
Country	Highways (km)	Railways (km)	No. of paved airport runways	No. of ports
Singapore	3,150	39	9	1
China	1,400,000	71,600	351	20
Hong Kong	1,831	34	3	1
Malaysia	64,672	2,418	35	18
India	3,300,000	63,518	232	7
Thailand	64,600	4,071	62	7
Vietnam	93,300	3,142	24	9
Philippines	119,950	897	82	15
Indonesia	342,700	6,458	153	8

Source: World Factbook 2003.

Size of the Asia-Pacific Logistics Market

The Asia-Pacific logistics market[1] was valued at about US$187.0 billion (S$309.0 billion) comprising 35.5% of the global logistics market in 2004. Over the last five years, the compound annual growth rate (CAGR) of the logistics industry in Asia-Pacific has been 4.8%, compared to 3.6% growth globally (ex-Asia-Pacific). The Asia-Pacific region is expected to lead the global logistics market with an estimated CAGR of 12.6%, from 2005 to 2009. This is significantly higher than the global (ex-Asia-Pacific) CAGR of 3.2%.

Asia-Pacific Logistics Market (US$ Billion)

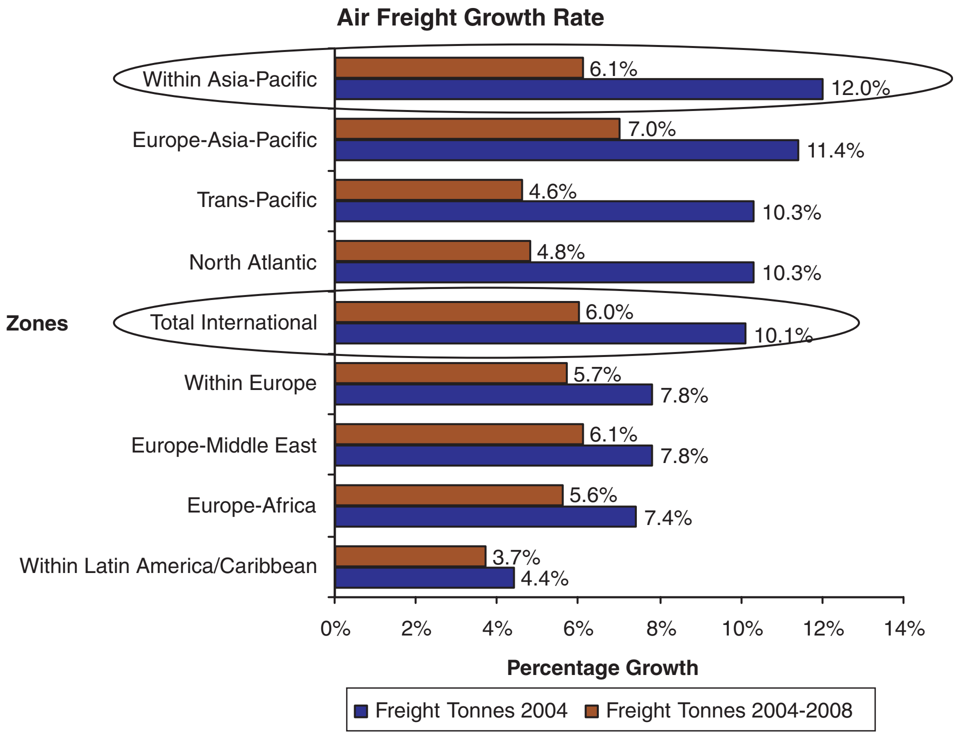


Source: Datamonitor Market Research, CB Richard Ellis.

Asia is becoming a global manufacturing centre. Its logistics industry grew rapidly at 9.0% year-on-year in 2004, which is an increase from the 7.5% year-on-year growth in 2003. The Asia-Pacific market is expected to drive the global logistics market going forward and hence logistics players will need a business presence in the region. In addition, infrastructure development and increased consumer consumption in this region should further grow logistics operators' business. This is likely to translate to positive demand for logistics real estate in the respective markets.

The growth expectation in air freight is reflective of the positive sentiments prevailing in the trading world. The sea freight business is also expected to grow at a CAGR of 10.2% according to the estimates of The Drewery Container Market Quarterly. The increase in air and sea freight volumes is in line with positive forecasts for total trade in Asia-Pacific, which is estimated to grow by a CAGR of 12.6% between 2004 and 2008 according to the Economist Intelligence Unit. Increased trading expectations signify growth potential for logistics operators.

1 According to the Datamonitor Market Research, the logistics market is composed of all expenditure from the transportation, distribution and management of the retail, consumer electronics, automotive, hi-tech and pharmaceutical sectors. This total expenditure includes cost incurred in-house as well as those which are outsourced to an external party.



Source: IATA Freight Forecast, CB Richard Ellis.

Logistics operators

Over the past decade, the Asian logistics sector has evolved from the provision of simple warehousing storage and contracts management to increasingly sophisticated value-added logistics operations, customised transport management and distribution systems. As world economies open up their markets and competition intensifies, the demand for integrated global logistics services in both value and level of sophistication should increase.

Manufacturers and suppliers need to meet increasing demands for the fulfilment of response time targets set by end-customers while having to reduce inventory to maximise returns. Crossborder movement of goods has increased due to regionalisation and globalisation of companies. These have been the factors behind the global outsourcing trend in supply chain management.

Consequently, the outsourcing of this supply chain management and other value-added or specialist service functions enables manufacturers, traders, retailers and suppliers of food services and fast moving consumer goods (FMCG) to focus on their core capabilities. This optimises the value chain for these users, and also presents huge opportunities for logistics providers; especially third party logistics service providers. The logistics fulfilment businesses in the various Asian countries are at different stages of development and sophistication. Growth in the logistics sector is expected to be strong given trends of Asia as a manufacturing hub and increased consumerism.

Within Asia, the PRC is poised to become one of the main sourcing origins for many products while India will progressively increase its importance as a sourcing origin. Other Asian markets, including South Korea, Japan and Southeast Asia will continue to contribute significantly to flow of goods by air or sea within Asia and also from Asia to Europe and North America.

The market in Asia for logistics services is attractive as it is a global cross-border business. Many multi-national logistics players have established or are expanding their Asian operations to support the growing presence of their international clientele in Asia. Local Asian logistics players are also expanding their businesses in recognition of the opportunities in the region.

Third party logistics providers (3PLs) supply/coordinate logistics functions across multiple links in the supply management chain and enable firms to reduce operating costs and increase revenues in new and existing markets. 3PLs provide firms an opportunity to enhance their market value by reducing ownership of assets and providing specialized expertise in managing logistics with contemporary technology and systems. The growth in the logistics business has resulted in the emergence of fourth-party logistics providers. It refers to the evolution in logistics from suppliers focused on warehousing and transportation (3PLs) to suppliers offering management service.

Over 80.0% of the Fortune 500 companies employ the services of a 3PL[1] and the total amount of logistics work outsourced by these companies to 3PLs is expected to increase by 10.0% in 2006. Given that Asia is the production base for many corporations, the increased outsourcing of the logistics business should result in demand for added physical infrastructure services to facilitate the 3PL business.

The key players in the logistics industry in Asia-Pacific are listed below:

Key Logistics Operators in Asia-Pacific	
Air Cargo Companies	Singapore Airlines, Cathay Pacific, Qantas, Japan Airlines (Cargo), Air France Cargo
Sea Cargo/Shipping Companies	Evergreen, OOCL, COSCO Group, Nippon Yusen Kaisha (NYK) Group, Maersk Sealand (AP Moller Group), American President Lines (APL), Peninsular and Oriental Steam Navigation Company (P&O)
Freight Forwarders	DHL Danzas Air & Ocean — Asia-Pacific, Kuehne & Nagel (Asia-Pacific) Management Ltd, Exel, Expeditors, Bax Global, Panalpina
Express/Courier Companies	DHL, FedEx, TNT Express, UPS (United Parcel Service)
Third Party Logistics Operators	Tibbett & Britten, Exel, Maersk Logistics, Schenker AG, DHL Solutions (Logistics), Geodis, NYK Logistics (formerly New Wave Logistics), APL Logistics, GeoLogistics — Asia-Pacific, TNT Logistics, Ryder

Source: Transport Intelligence, 2003.

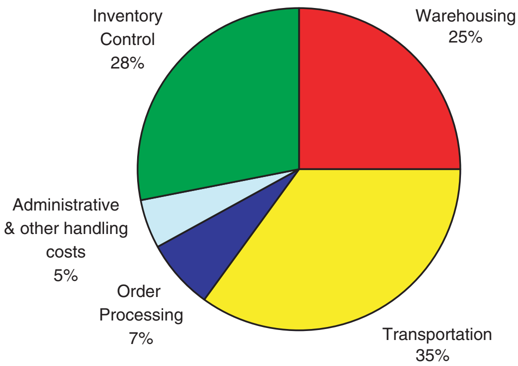
Logistics Cost Breakdown

Logistics services account for 10.0%-15.0% of the final cost of a product in developed countries, which have the required infrastructure for efficient logistics. In developing countries, this cost is higher at 15.0%-25.0% of the final product cost. The key elements of the logistics business and thereby the costs associated with it are: time needed for delivery, the availability and type of product, the movement mode (transport, tele-communications or by capital), the cost, and the partners that link the product or service from one point to another.

Within logistics, warehousing constitutes a quarter of the costs components for a typical logistics service provider. This explains why logistics service providers are increasingly working towards an asset-light strategy in order to redeploy capital into their core business to facilitate business expansion plans.

1 Third Party Logistics Update: Annual U.S. User and Provider Survey 2004, Accenture and Northeastern University.

Physical Distribution of Logistics Costs



Source: Armstrong & Associates, 2001.

Key trends benefiting logistics real estate service providers

The logistics industry remains fragmented with more than 3,000 logistics companies established in Singapore alone. Many of these logistics service providers start by owning and operating their own logistics facilities, mostly due to Singapore Government concessions and benefits for the provision of land for the purpose of establishing operations and the development of their own purpose-built facilities. Such fragmentation of ownership provides logistics real estate service providers with an ample pool of properties to acquire.

The logistics fulfilment businesses in the various Asian countries are at differing stages of development and sophistication. However, with Asia fast becoming the world's manufacturing hub and its growth into a sizeable consumer market, the growth in the logistics sector is expected to be robust. As the market matures, logistics service providers will need to redeploy capital into core businesses. The sale of owner-occupied logistics facilities to logistics real estate service providers is a way in which capital can be raised with operational certainty preserved through sale and leaseback arrangements.

As the Asian logistics sector matures, industry consolidation is likely to occur. This may place more pressure on logistics operators to ensure balance sheet efficiency and maximise the capital available for expansion. The sale and leaseback of owner-occupied real estate may augment such financial efficiencies.

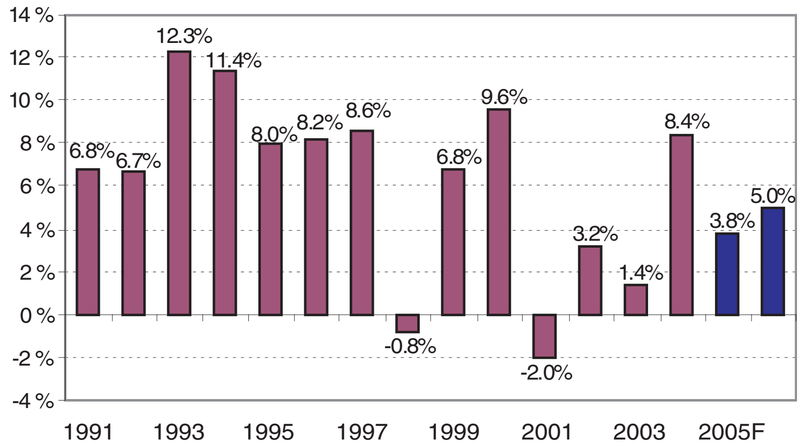
Singapore Logistics Market Overview

Overview of the Economy

The Singapore economy grew by 8.4% in 2004, the best economic performance since 2000. The manufacturing sector, which is a key pillar of the local economy, expanded by 13.9% in 2004 and accounted for 25.2% of the GDP in the same year. The growth in the manufacturing sector was led mainly by the biomedical manufacturing sector and the transport engineering sector and to a lesser extent, the electronics and chemical sectors.

Based on the advance estimates by the Singapore Ministry of Trade and Industry (MTI), the Singapore economy eased in the first quarter of 2005, growing by 2.4% year-on-year versus 7.9% growth for the same period a year ago. The number of factors likely to influence the extent of moderation in 2005 include a slowdown in the global semiconductor cycle, concerns over a possible hard landing in China, and lingering high oil prices. Given the above considerations, the MTI has forecast growth of 2.5%-4.5% for 2005.

Real GDP Growth



Source: Department of Statistics, Monetary Authority of Singapore.
Note: Based on 1995 prices.

Singapore's Trade Performance

Singapore's total external trade grew at a CAGR of 6.7% between 1995 and 2004. Total imports and exports expanded at a CAGR of 5.9% and 7.5% respectively over the same period. In 2004, Singapore's external trade rose by 22%, a strong increase from the 9.6% growth in the previous year. Total trade reached US$352.0 billion (S$580.0 billion) in 2004. The historic high trade volume was fuelled by strong economic recovery in the US, Japan and the European Union, coupled with the robust global electronics demand.

Annual Growth Rate of Total Trade, Imports and Exports

Source: Yearbook of Statistics.

Logistics Market Overview

Singapore's external trade has historically been approximately three times that of its GDP and is largely supported by an active logistics sector. The sector's critical importance to the economy is evidenced by a 8.0%-9.0% contribution to Singapore's GDP in 2003 (US$9.1 billion or S$15.0 billion). The vision of the Singapore government is for the sector to grow to between 9.0%-13.0% of GDP by 2012.

Singapore: A Logistics Hub

With a base of 6,000 MNCs and thousands of smaller enterprises, Singapore is naturally viewed as a logistics hub, with over half of the world's top 3PL operators setting up significant operations in Singapore.

Singapore also offers strong connectivity to the Asia-Pacific region via extensive air and sea linkages. Its air linkage connects Singapore to 50 countries and sea linkages connect it to more than 740 ports worldwide, making Singapore a focal point for over 400 shipping lines. Strong transport linkages allow Singapore to adopt a hub-and-spoke strategy, and to function effectively as a base for both large players as well as smaller enterprises that wish to transport their goods regionally. To facilitate this trade movement, air-to-air transhipment can be completed in an hour while sea-air transhipment can be completed in 12 hours within the Free Trade Zone at Changi.

Even though competition within the international logistics industry intensified in the region in 2004, Singapore maintained its competitiveness and attractiveness as a logistics hub. Singapore ports handled a record 21.3 million twenty-foot equivalent units (TEUs) in 2004, an increase of 15.9% from the year before. Changi Airport registered its air cargo throughput at 1.78 million tonnes in 2004, an increase of 10.6% from the preceding year. In 2004, the projects secured by the logistics industry generated US$245.0 million (S$405.0 million) in total business spending, an increase from the US$162.0 million (S$268.0 million) in the previous year.

Government Initiatives

With the target of developing Singapore into the premier integrated logistics centre for Asia by 2010, the Singapore government has put in place a framework to develop a full range of logistics capabilities to support manufacturing and business services. In addition, there are initiatives to develop the intellectual capabilities in the logistics sector, such as the establishment of The Logistics Institute — Asia Pacific, a collaboration between Georgia Institute of Technology and the National University of Singapore.

The establishment of Free Trade Zones is also one of the steps taken to enhance Singapore's connectivity to major trading hubs and manufacturing bases overseas.

To reduce the cost of operations for logistics operators, the government plans to widen the Bonded Warehouse Scheme from 1 January 2006 by lifting the 80.0% export requirement for qualifying operators. Under this scheme, goods imported and traded within designated warehouses will not face any goods and services tax charges. This will provide operators with greater flexibility in storing and moving goods between pre-approved warehouses.

The government in the recent 2005 Budget statement announced that ship-leasing companies would enjoy tax breaks on foreign exchange and derivative gains as part of an extension of the Approved International Shipping Enterprise scheme. The move will offer shipping companies more flexibility in managing their fleets and help grow Singapore's ship financing sector.

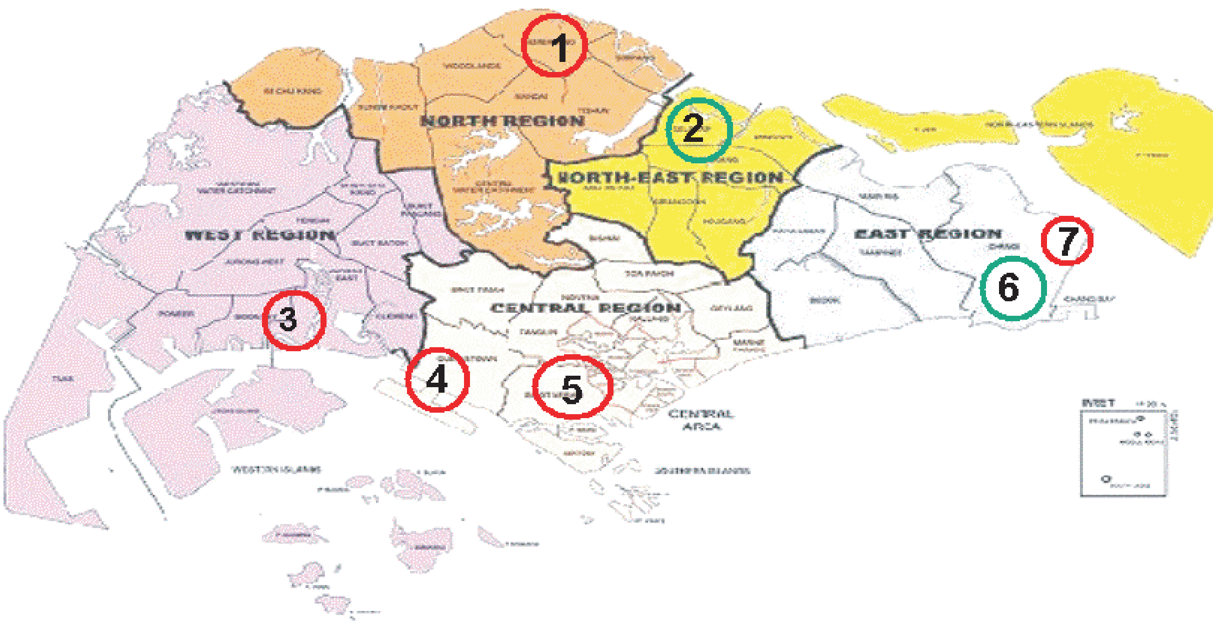
In addition, the Global Trader Programme (GTP) will also be widened for companies to enjoy concessionary tax rates for Singapore-dollar denominated transactions. The GTP encourages global trading companies to use Singapore as their regional or global base to conduct activities along the total trade value-add chain from procurement to distribution, in order to expand into the region and beyond.

The Major Exporter Scheme (MES) caters to GST- registered companies that are major exporters and also have significant imports. Most logistics companies in Singapore have an MES status. Companies registered under MES are not liable to pay GST for the import of non-dutiable goods in Singapore. This scheme allows foreign companies that intend to import goods and redistribute them from Singapore to employ a logistics company with an MES status to manage its imports and redistribution, thereby reducing its own reporting obligations.

Also, the Singapore government has put in place the Approved Third-Party Logistics Company (3PLC) scheme to ensure that no GST is payable when companies import goods either for itself or for its overseas principals. The approved 3PLC will also be able to supply the imported goods locally to a MES customer or to other approved 3PLCs without being charged for GST. The benefit of this scheme is that it allows foreign companies to maintain their inventory with an approved 3PLC in Singapore.

The Singapore government also intends to invest US$30.0 million (S$50.0 million) to develop an integrated IT platform for the trade and logistics industry. This IT platform will enable better exchange of information between shippers, freight forwarders, carriers and financial institutions to facilitate the flow of goods within, through and out of Singapore, thereby increasing its competitiveness as a port and logistics hub.

Key Infrastructure Nodes



Legend:

1 – Sembawang Wharves (Free Trade Zone)

2 – Seletar Airport

3 – Jurong Port

4 – Pasir Panjang Distripark and Terminal and Alexandra Distripark (Free Trade Zone)

5 – Tanjong Pagar Distripark, Keppel Distripark and Pulau Brani Terminal (Free Trade Zone)

6 – Changi International Airport

7 – Changi Airfreight Centre, Airport Logistics Park of Singapore (Free Trade Zone)

Source: EDB, JTC, MTI, CB Richard Ellis.

The major infrastructure nodes are located on the southern and eastern parts of Singapore with the exception of Sembawang Wharves located in the North. Most main terminals and distriparks are situated along the Pasir Panjang and Keppel belts as these areas have traditionally been Singapore's main port routes. PSA intends to add 15 new berths by 2011, which will increase the annual handling capacity of 20 million TEUs to 31 million TEUs. Three of these berths will be operational by the third quarter of 2005, and another five in 2006.

The Free Trade Zones near Changi International Airport serve to strengthen Singapore's position as an attractive logistics and Supply Chain Management (SCM) nerve centre. Air cargo in Singapore is handled through the Changi Airfreight Centre (CAC). Since CAC is a free-trade zone, there is minimal documentation required for the goods. Only goods leaving the CAC require paperwork to pass through customs and security check. The Civil Aviation Authority of Singapore (CAAS) is also enhancing its infrastructure to make Changi Airport a cargo hub for perishable goods by developing cold room facilities.

Infrastructure Projects

In 2003, there was the opening of two specialised infrastructure projects for the logistics industry, namely the Airport Logistics Park of Singapore (ALPS) along Changi Coast Road and Banyan LogisPark on Jurong Island. These two projects have since received good response from industry players.

The ALPS, a 26-ha development, had good take-up from leading logistics players in 2004. The floor space was fully committed in 2004 for the newly built SALC 1 multi-tenant facility. A second such facility will be built this year to cater to additional demand.

Banyan LogisPark on Jurong Island is a 220-ha development with two significant chemical logistics projects. The first project is by Vopak Terminals Singapore Pte Ltd, which announced plans to invest US$378.8 million (S$625.0 million) to build its largest petroleum and chemical storage terminal. Secondly, Horizon Singapore Terminals also announced that it would invest US$200.0 million (S$330.0 million) in a bulk liquids terminal, its first in Asia.

Key Players In The Logistics Market

- DHL operates a regional distribution centre out of Singapore. Its facility has grown from a 5,574 sq m (60,000 sq ft) operation in Changi in 2000 to a 19,510 sq m (210,000 sq ft) establishment spread over three sites. The business is growing at 30.0% per annum, which essentially may result in a 46,452-sq m (500,000 sq ft) set up in five years.
- Sembcorp Logistics (SembLog) is a Singapore-based supply chain solutions company, which manages logistics services for fast moving consumer goods, retail, healthcare, automotive, high tech and industrial section, and oil and gas facilities in Asia. SembLog manages some 743,225 sq m (8 million sq ft) of warehouse space. SembLog also manages an extensive Asia-Pacific physical fulfilment and information technology-based logistics network covering Singapore, China, Hong Kong, Japan, South Korea, Taiwan, Australia, India, Sri Lanka, Thailand, Malaysia, Myanmar and the UAE.
- Exel is the largest airfreight forwarder and contract logistics provider in Singapore. It opened its new US$13.9 million (S$23.0 million) Supply Chain Hub in February 2004. Located at ALPS, the facility houses Exel's Asia-Pacific headquarters as well as its Singapore office.
- Expeditors started operating its 12,388 sq m (133,344 sq ft) facility at ALPS in June 2004.
- FedEx established its 150-man Asia-Pacific Financial Services Centre in Singapore to serve 13 countries in the region.
- Stolt Nielsen S. A. Group and Poh Tiong Choon Logistics Limited (PTC) have opened the Stolt Container Terminal Pte Ltd (SCTPL), a 18,581 sq m (200,000 sq ft) facility at Jurong Island. Stolt-Nielsen is a world leader in bulk liquid chemicals, edible oils, acids and other speciality liquid transportation services. PTC's core business consists of third-party logistics, transportation, bulk cargo handling, warehousing and terminal management.
- UPS Supply Chain Solutions is building a 39,484 sq m (425,000 sq ft) distribution and logistics hub within the ALPS. The facility will serve as one of the company's key operations centres for South Asia.
- Vopak Terminals Singapore Pte Ltd is investing US$378.8 million (S$625 million) in a fourth storage terminal for oil and chemicals in Singapore. Construction of the first phase started in December 2004 and is scheduled for completion by April 2006. The fully completed terminal will have an oil-storage capacity of 900,000 cubic metres and chemicals-storage capacity of 550,000 cubic metres.

Key Factors Influencing the Growth of the Singapore Logistics Sector

According to the Economic Development Board of Singapore, the outlook for Singapore's logistics sector is expected to be positive in 2005 with investment levels similar to the US$227.3 million (S$375 million) achieved in 2004.

The health of the logistics sector is linked to the transportation of services and goods. The following factors are important in ensuring growth in this sector:

- Stable economic growth in Asia, which is increasingly becoming a more important manufacturing and consumer market, will spur intra-regional trading activity and lead to continued movement of goods and services.
- Increased trade partnerships with other countries. Singapore is a highly trade-dependent economy and trade activities have historically been, and will continue to be, important for the economy. Singapore has already established Free Trade Agreements (FTAs) with New Zealand, Japan, European Free Trade Association, Australia, the United States and Hashemite Kingdom of Jordan. More FTAs are under negotiations and when they materialise, both exports and imports will grow, which should lead to a rise in the logistics activity in Singapore.
- Continued global security increases trade growth and therefore should allow Singapore to leverage on the trade links that have been established over the past years.

Singapore Warehouse Market Review

Industrial Market Overview

The Singapore industrial market is a dynamic market. Generally, the performance of the sector is closely linked to global economic conditions (such as hike in oil prices, increases in interest rates and manufacturing imports and exports) and local (economic restructuring, unemployment rates and GDP growth). At the same time, other factors such as the government land sales programmes, land regulations and policies as well as supply of land by the private sector play a role in defining the industrial landscape.

Key infrastructure/logistics parks in Singapore

Legend:

1 – Sungei Kadut Warehousing Zone

2 – Logistics 21 facility by Sembawang Kimtrans

3 – Banyan LogisPark

4 – Logis Hub @ Clementi, Clementi West Distripark, General warehousing for logistics at Toh Guan, Toh Tuck and Clementi West

5 – Keppel Distripark and Tanjong Pagar Distripark

6 – Airport Logistics Park of Singapore and Changi International Logis Park

7 – Changi South Aviation Distrizone and General warehousing at Changi

Source: JTC, URA, CB Richard Ellis.

The various warehousing zones and distribution centres across the island help to enhance the country's position as a distribution hub and SCM "control tower" by capitalising on Singapore's world class infrastructure, excellent connectivity and total cost competitiveness. To cope with increasing demand, the Banyan LogisPark on Jurong Island, Singapore Airport Logistics Centre and Changi International LogisPark in Changi are built to enable logistics service providers to undertake fast turnaround of products regionally from Singapore. These will attract more regional logistics centres and leading logistics companies to establish or enhance their presence in Singapore.

The JTC Corporation (JTC), a government statutory board, is a key player in the Singapore industrial property market. JTC's industrial estates are designed to be self-contained business centres. All supporting infrastructure such as roads, drains, sewers, electricity, water and telecommunication facilities are provided. There are also industrial facilities developed by private developers. All these serve to cater to the varied demands and needs of a wide array of industries, as illustrated in the following table:

Prepared Industrial Lands	Conventional Industrial Spaces	High-tech Industrial Spaces	Technopreneur Spaces	Business Parks	Research & Development Spaces
a) Warehousing land	a) JTC standard factories	a) Techpoint	a) Ayer Rajah Technopreneur Centre	a) Changi Business Park	a) Science Park
b) Waterfront land	b) JTC stack-up factories	b) Techlink	b) Bukit Merah Technopreneur Centre	b) International Business Park	b) One-North
c) Heavy industrial land	c) JTC flatted factories	c) Eunos Techpark 1			
d) Medium and light industrial land		d) Eunos Techpark 2			
e) Food and pharmaceutical land		e) North Tech			
f) Urban industrial land		f) Tech Place 1 g) Tech Place 2			

Source: Singapore Real Estate Handbook, CB Richard Ellis.

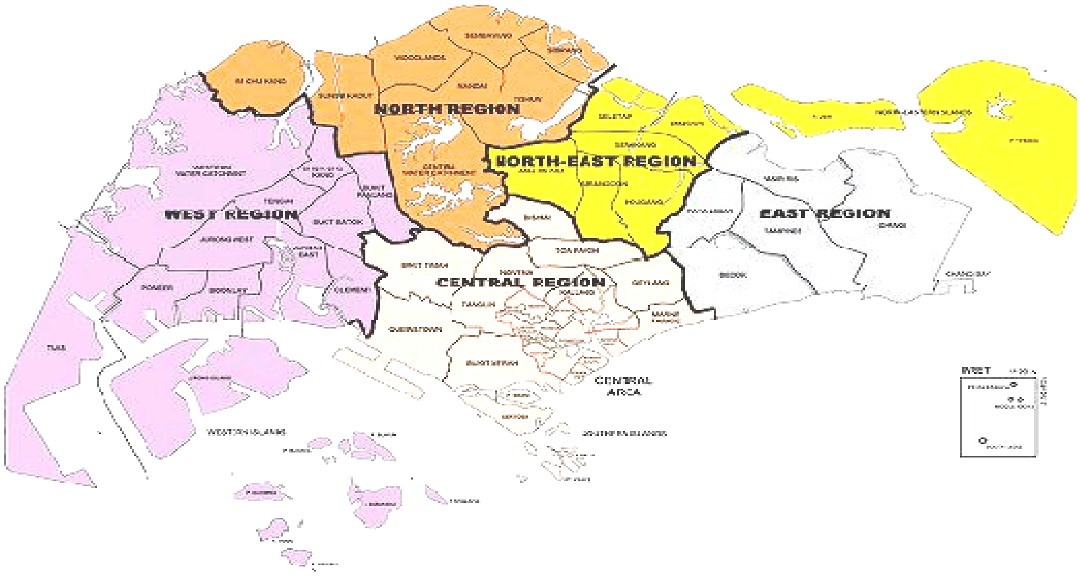
The warehousing land is usually designated for storage and distribution spaces such as warehouse complexes, logistics and distribution facilities.

A warehouse is a commercial building for storage of goods. They are usually large buildings in industrial parts of towns and come equipped with loading docks to load and unload trucks, and are normally located by railways, seaports, airports and expressways.

Islandwide Warehouse Stock

According to the Urban Redevelopment Authority, at the end of the first quarter of 2005, the total cumulative warehouse stock in Singapore was 5.73 million sq m (61.66 million sq ft). 98.6% of the warehouse stock was owned by the private sector with the remaining 1.4% by the government. The distribution of the warehouse stock can be categorised into five planning regions as designated by the URA. These planning regions are the Central Region, the East Region, the North-East Region, the North Region and the West Region.

The map below depicts the five planning regions.



Source: URA.

Future Supply

According to URA statistics, 300,000 sq m (3.23 million sq ft) of new warehouse space is expected to come on stream from 2005 onwards. Of this new space, 223,000 sq m (2.40 million sq ft) is currently under construction while the remaining 77,000 sq m (828,820 sq ft) is still being planned.

Of the space under construction, a total of 161,000 sq m (1.73 million sq ft) of gross floor area is scheduled to be completed in 2005 while 15,000 sq m (161,456 sq ft) will come on stream in 2006. This will increase to 47,000 sq m (505,903 sq ft) in 2007. This compared favourably to the 10-year historical average annual warehouse demand of 173,729 sq m (1.87 million sq ft) of net floor area between 1995 and 2004. In terms of known new supply, there will be the completion of a development at Toa Payoh of about 10,230 sq m (110,115 sq ft) and a warehouse development at Changi North Street 1/Upper Changi Road North of 13,380 sq m (144,021 sq ft) in 2005.

For 2006, a total of 34,740 sq m (373,938 sq ft) will be completed, of which majority space (77%) will be available in the North-East region. In 2007, there is also a warehouse development of 46,790 sq m (503,643 sq ft) of space targeted to come on stream in the North region.

Known Future Private Warehouse Supply (2005-2007)

Expected Completion	Proposed Project	Location	Region	Developer	*Planning Status	GFA (sf)	Total GFA (sf)
2005	Hersing Hub at Toa Payoh	Lorong 4 Toa Payoh	Central	Storhub Self Storage Pte Ltd	WP	110,115	
	Warehouse	Changi North Street 1/Upper Changi Road North	East	eSys Technology Pte Ltd	WP	144,021	
				TOTAL FOR 2005			**254,136**
2006	Warehouse	Tagore Avenue	North-East	Singapura Developments Pte Ltd	WP	286,643	
	Warehouse	Lorong 17 Geylang	Central	Nanyang Gum Benjamin Manufacturing Pte Ltd	WP	87,295	
				TOTAL FOR 2006			**373,938**
2007	Warehouse	Mandai Estate	North	Mandai Properties Pte Ltd	WP	503,643	
				TOTAL FOR 2007			**503,643**
				GRAND TOTAL			**1,131,717**

Source: URA, CB Richard Ellis.

Note: *Planning Status: WP — written permission granted

Other Private Warehouse Supply

Expected Completion	Proposed Project	Location	Region	Developer	*Planning Status	GFA (sf)	Total GFA (sf)
u.p.	Warehouse	Changi North Way	East	Futar Enterprises (Pte) Ltd	PP	84,820	
u.p.	Extension and additions/alterations to existing warehouse	Joo Koon Circle	West	Grocery Logistics of Singapore Pte Ltd	WP	186,646	
u.p.	Warehouse	Tagore Drive	North	Infocommcentre Pte Ltd	WP	185,354	
u.p.	Warehouse	Tuas View Link	West	Tuas Hi-Tech Park Pte Ltd	WP	323,778	
u.p.	Extension and additions/alterations to existing warehouse	Benoi Sector	West	DG Logistik Pte Ltd	WP	130,351	
u.p.	Warehouse	Penjuru Lane	West	C&P Holdings Pte Ltd	WP	673,497	
				TOTAL			**1,584,446**

Source: URA, CB Richard Ellis.

Note: u.p: under planning

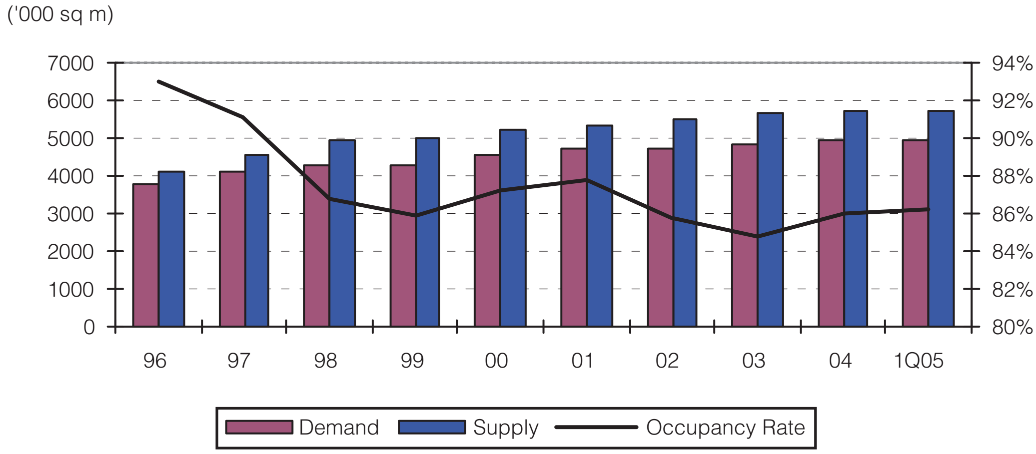
* Planning Status: WP-Written permission granted, PP-provisional permission granted

Islandwide Warehouse Demand and Occupancy

Based on URA statistics, net warehouse demand in the first quarter of 2005 was 15,000 sq m (161,459 sq ft) compared to 21,000 sq m (226,042 sq ft) in the previous quarter. This represents an increase of 0.3% in cumulative demand for warehouse space, which totalled 4.94 million sq m (53.15 million sq ft) at end of the first quarter of 2005. The 10-year historical average annual demand between 1995 and 2004 was 173,729 sq m (1.87 million sq ft). At the same time, the average GDP growth rate was 5.1%, which is the upper end of the long-term economic growth forecast by the government. Future demand for warehouse space is therefore likely to be approximately equal to the

10-year historical average of 173,729 sq m (1.87 million sq ft). The islandwide occupancy rate for warehouse increased to 86.2% in first quarter of 2005, from 86.0% in the preceding quarter.

Cumulative Warehouse Demand, Supply and Occupancy

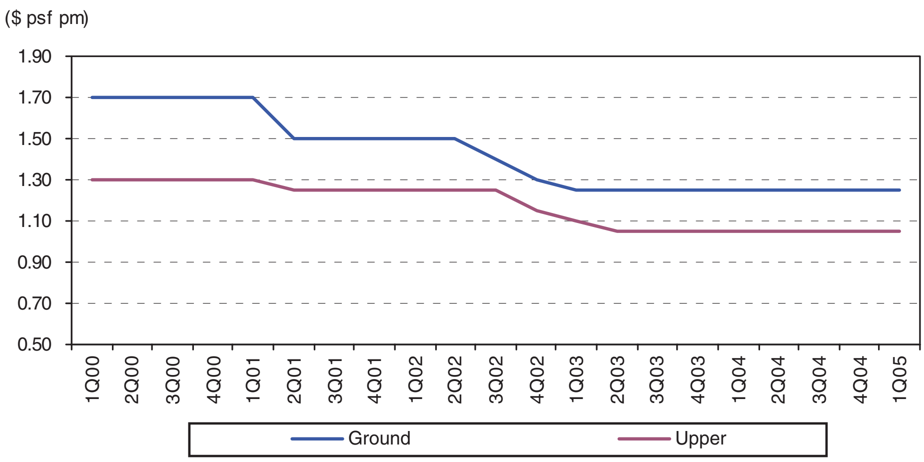


Source: URA, CB Richard Ellis.

Rentals and capital values

At the end of the first quarter of 2005, the average monthly prime rent for flatted warehouse space, islandwide, was unchanged at US$0.76 (S$1.25) per sq ft for ground floor and US$0.64 (S$1.05) per sq ft for upper floors compared to a quarter ago. Similarly, the URA rental index for flatted warehouse space remained flat quarter-on-quarter.

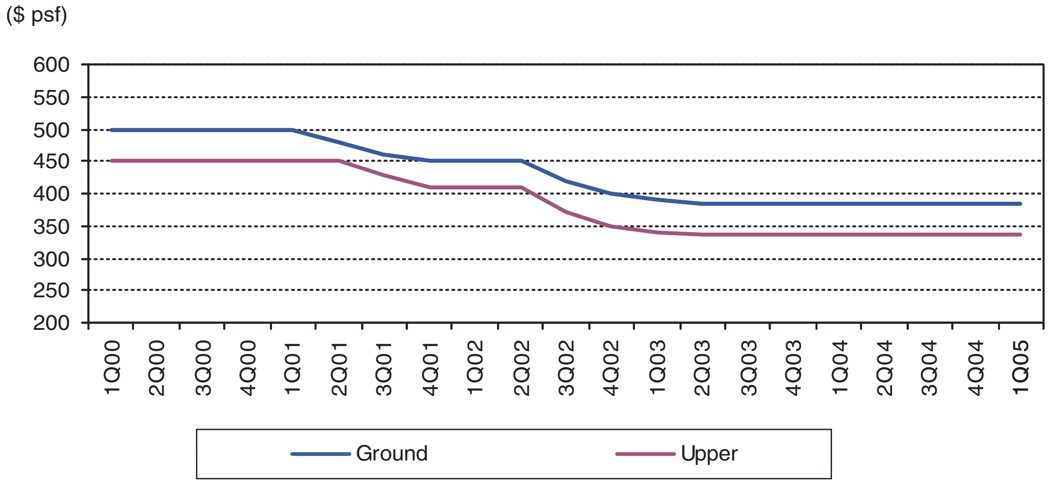
Rents of Prime Flatted Warehouse Space
(Ground floor and Upper floors)



Source: CB Richard Ellis.

At the end of the first quarter of 2005, the valuation-based average prime capital value for freehold flatted warehouse space islandwide stayed the same at US$233.0 (S$385.0) per sq ft for the ground floor and US$203.0 (S$335.0) per sq ft for the upper floors against the previous quarter. However, the URA property price index for flatted warehouse space edged up by 0.8% quarter-on-quarter.

Capital Values of Prime Freehold Flatted Warehouse Space
(Ground floor and Upper floors)



Source: CB Richard Ellis.

The 10-year historical average annual warehouse supply between 1995 and 2004 was 173,729 sq m (1.87 million sq ft). This compares favourably with the future supply that will come on stream in 2005 (161,000 sq m/1.73 million sq ft). In 2006, there will be 15,000 sq m (161,456 sq ft) of space, which will increase to 47,000 sq m (505,903 sq ft) in 2007. Going forward, we expect rentals to hold firm for the warehouse market.

Investment Market for Logistics Properties

In the investment market, A-REIT (Ascendas Real Estate Investment Trust) and Mapletree have been the most active in Singapore. A-REIT has bought 10 logistics and distribution facilities for a total value of US$364.0 million (S$601.0 million) since 2002 to the first quarter of 2005. Going forward, the industrial investment market is likely to be driven by the REIT players.

Potential for Logistics Real Estate Sector

As companies optimise their supply chains and expand their operations, they will look to Singapore as a strategic regional headquarter and distribution centre.

In view of the growing logistics market in the Asia-Pacific region, existing logistics operators in Singapore will likely expand their operations and demand more logistics space. For example, DHL has expanded its facility from 5,574 sq m (60,000 sq ft) in 2000 to the current 19,510 sq m (210,000 sq ft) and there could be more expansion in view of the strong business growth. Vopak Terminals Singapore Pte Ltd is investing US$378.8 million (S$625.0 million) in a fourth storage terminal for oil and chemicals in Singapore.

There will also be new logistics operators who plan to establish their operation base in Singapore. Coupled with the government initiatives to promote Singapore as a premier integrated logistics centre in Asia by 2010 and the completed infrastructure projects for the logistics industry, such as the SALC, and Banyan LogisPark, Singapore is poised to become a key regional logistics centre. The resulting rise in the logistics business volume is likely to lead to an increase in demand for logistics space in Singapore. This said, from the business cost point of view, Singapore has to maintain its cost competitiveness in order to continue to attract logistics operators to run their businesses here. Warehouse rentals and capital values are therefore likely to see a moderate uptrend over the next two years, possibly in tandem with the inflation rate.

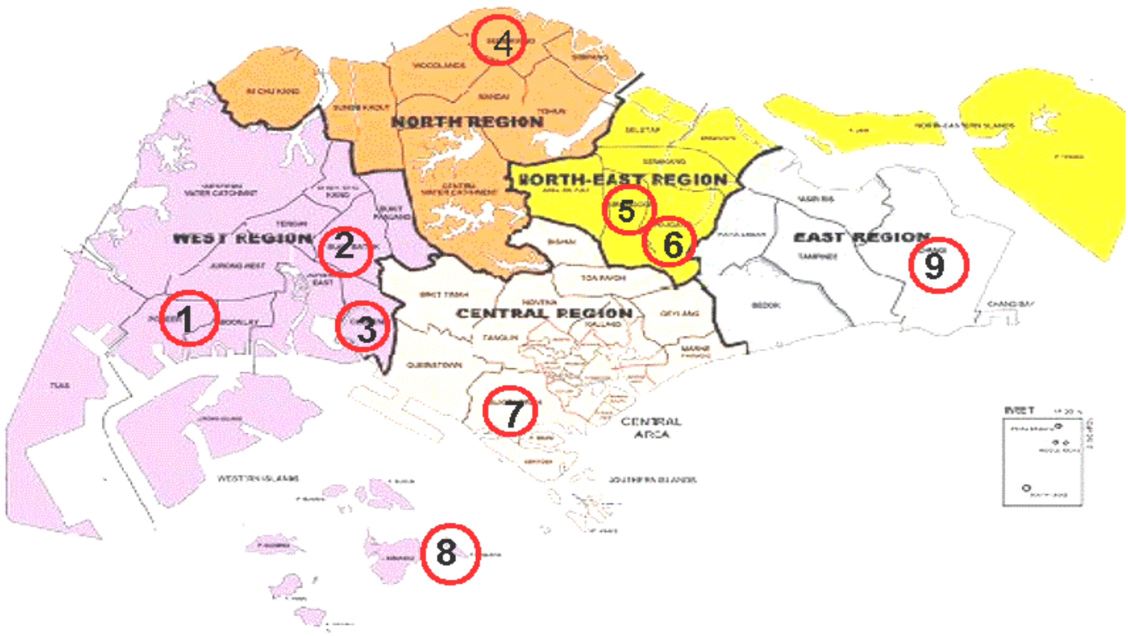
Forecast of Warehouse Rents & Capital Values		
	End-2005	***End-2006***
Expected Change (Year-on-year)	+0-1%	+1-2%

Source: CB Richard Ellis.

MLT Portfolio

Current Portfolio

The map below depicts the locations of MLT's portfolio. The portfolio is spread across Singapore and penetrates the key industrial zones of Singapore and maintains healthy portfolio occupancy of 95.2%, which is higher than the island-wide occupancy of 86.2% as at the end of the first quarter of 2005.



Legend:

1 – Tentat Districentre and 21/23 Benoi Sector

2 – 531 Bukit Batok Street 23

3 – TIC Tech Centre and Lifung Centre

4 – KLW Industrial Building

5 – Ban Teck Han Building

6 – 11 Tai Seng Link

7 – 201 Keppel Road

8 – Pulau Sebarok

9 – CIAS Flight Kitchen, 60 Alps Avenue, 61 Alps Avenue, 70 Alps Avenue and 6 Changi South Lane

Source: URA, MLT, CB Richard Ellis.

MLT's property portfolio can be classified into six categories, which are:

1. FTZ[1] Third Party Logistics Properties
2. Non-FTZ Third Party Logistics Properties
3. Distribution Centre Properties

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1 Free Trade Zone.

4. Food and Cold Storage Logistics Properties
5. Oil and Chemical Logistics Property
6. Industrial Warehousing Properties

Competitive Strengths of MLT's Properties	
FTZ Third Party Logistics Properties	
Property	**Competitive Strengths**
70 Alps Avenue 60 Alps Avenue 61 Alps Avenue	• The three properties are all strategically located within the Airport Logistics Park of Singapore, a Free Trade Zone near the Changi Airport. • Logistics operators within the Centre can leverage on the advantages of the Free Trade Zone. • The three properties are fully occupied.
Non-FTZ Third Party Logistics Properties	
Property	**Competitive Strengths**
6 Changi South Lane	• Located within the Changi International LogisPark (South), which is close to the Changi Airport, Changi Business Park and Singapore Expo. • Easy accessibility by major expressways. • Equipped with automated storage and retrieval system (ASRS). • The property is fully occupied.
TIC Tech Centre	• Located within JTC's Pandan Industrial Estate, near the West Coast Highway. • The property has a high occupancy of 90.5%.
Lifung Centre	• Located in the Toh Guan LogisPark, with easy accessibility to the Pan Island Expressway and the Ayer Rajah Expressway. • The property is fully occupied.
Distribution Centre Properties	
Property	**Competitive Strengths**
21/23 Benoi Sector	• Located in the vicinity of the Jurong Port. • Easy access to the city via major expressways. • The property is fully occupied.
Ban Teck Han building	• Easy access to the Central Expressway. • The property is fully occupied.
Tentat Districentre	• Located in the Jurong Industrial Estate, just off the West Coast Highway and the Ayer Rajah Expressway. • The property is fully occupied.

Competitive Strengths of MLT's Properties	
Food and Cold Storage Logistics Properties	
Property	**Competitive Strengths**
CIAS Flight Kitchen	• Located within the Changi Airport. • A dedicated distribution centre for the preparation and supply of food to selected major international airlines. • Excellent building condition although the property is about 24 years old. • The property is fully occupied.
201 Keppel Road	• Located next to the seaports in the south of Singapore. • The property is fully occupied.
Oil and Chemical Logistics Properties	
Property	**Competitive Strengths**
Pulau Sebarok	• Fully dedicated to the chemical and oil logistics use. • Supply of such facility is extremely limited, thereby enhancing the island's position as a key oil and chemical logistics property. • The facility has a high occupancy of 93.3%.
Industrial Warehousing Properties	
Property	**Competitive Strengths**
531 Bukit Batok Street 23	• Located within the Bukit Batok Industrial Estate which is near the Pan Island Expressway. • The property is fully occupied.
KLW Industrial Building	• Convenient access to Woodlands and Johor (in Malaysia). • The property is fully occupied.
11 Tai Seng Link	• Located near the future Upper Paya Lebar MRT station. • The property is fully occupied.

Portfolio Analysis

The following table depicts the distribution of MLT's property portfolio pursuant to the different planning regions as defined by the URA. It can be seen that the occupancies of all the MLT's properties outperform that of each of the five planning regions. The high occupancies and long leases with the existing tenants ensure stable rental income. The growth potential lies on further acquisitions of logistics assets with high occupancies, both in Singapore and the region.

Benchmarking of Property Portfolio of MLT

Planning Region	Property	GFA (sq m)	Occupancy (%)	Planning Region's occupancy (%)
Central	201 Keppel Road	41,914.0	100%	79.4%
East Region	CIAS Flight Kitchen	18,198.5	100%	91.5%
	60 Alps Avenue	12,674.0	100%	
	61 Alps Avenue	12,388.0	100%	
	70 Alps Avenue	22,551.6	100%	
	6 Changi South Lane	14,523.9	100%	
North-East Region	11 Tai Seng Link	10,312.5	100%	80.7%
	Ban Teck Han Building	14,693.7	100%	
North Region	KLW Industrial Building	14,970.9	100%	83.1%
West Region	531 Bukit Batok Street 23	18,871.0	100%	89.0%
	Lifung Centre	23,628.6	100%	
	TIC Tech Centre	37,395.0	90.5%	
	21/23 Benoi Sector	22,519.0	100%	
	Tentat Districentre	13,397.0	100%	
	Pulau Sebarok	468,395.6 (land area)	93.3%	

Source: URA, CB Richard Ellis.

Strengths of MLT's Portfolio

- The weighted average occupancy of MLT's property portfolio is 95.2%, which is much higher than the Singapore islandwide warehouse occupancy of 86.2% as at the end of the first quarter of 2005. Moreover, as highlighted previously, the occupancy of the individual logistics properties in MLT's portfolio is also higher than the average occupancy for similar properties in the respective government planning regions that the properties are located in.
- 12 out of the 15 properties of MLT's portfolio are single-tenanted for purpose-built functions, or leased to a master lessee. Most of the leases are reasonably long (nine years) as compared to market norm of three years for other sectors. This provides rental stability.
- MLT's portfolio comprises quality and stable tenants. The business nature of the tenants is quite widespread and therefore the risk associated with the overall tenant profile is reasonably diversified.
- Pulau Sebarok is an asset that is one of its kind in that the island is fully dedicated to the oil logistics industry. The limited supply of such facilities in Singapore bodes well for Pulau Sebarok's positioning as a key oil logistics facility.
- MLT's properties are strategically located at close proximity to seaports, airports, industrial zones and offshore petrochemical area. This ensures healthy demand for MLT's properties.

Regional Logistics Market Overview

This section provides overviews of the regional logistics market, which covers:

- China
- Hong Kong
- Malaysia
- India
- Vietnam
- Thailand
- Indonesia
- The Philippines

In the following review, gross yields refer to income net of property outgoings and property tax (but before interest, tax, depreciation and amortisation) divided by the capital value of the property.

Most of the governments of these countries are actively pursuing projects to improve their infrastructure quality. In particular, the logistics market has been actively targeted by the governments of Hong Kong, Thailand and India as an important industry for future economic growth. With such infrastructure improvements, the level of intra-regional as well as international trade is likely to increase, as a large consumer market becomes more accessible.

China

Overview of the Economy

China's economy has been experiencing rapid growth over the past twenty years and its GDP now accounts for 3.4% of the total world GDP. In 2004, GDP growth in China reached an eight-year high, at 9.5%, bringing total GDP to US$1.65 trillion (S$2.72 trillion) and prompting fears of an over-heating economy. Following the introduction of measures to slow down the pace of growth, the Chinese government is aiming GDP growth of 8.5% in 2005.

Both exports and imports have been growing rapidly over the past five years — more than doubling between 1999 and 2003. This trend is expected to continue over the next few years, as China continues to develop. Imports will continue to grow strongly as the country will require increasing amounts of natural resources and raw inputs to fuel its growth. Similarly, exports will continue to grow, driven in large part by exports of manufactured goods (such as textile/garments, toys, home appliances and electronics, *etc*).

Key Players in the Logistics Market

- Sinotrans
- Expeditors
- COSCO Group
- Exel
- Kuehne & Nagel
- DHL
- FedEx
- Maersk Sealand
- IDS Logistics
- BAX Global
- Panalpina

Demand and Supply

Beijing's logistics properties are concentrated in industrial parks located in the city's suburbs, either near the airport or in the southeast, along the Beijing-Tianjin expressway. There were no new industrial completions in Beijing in the fourth quarter of 2004. The building of new facilities has been increasingly difficult as land supply in major industrial districts continues to tighten after many years of development activity. Except for a small number of land parcels repossessed by the management of industrial parks, essentially no vacant sites are currently available in any major industrial district in the capital.

ProLogis has recently signed an agreement for a freight base development with Beijing Airport Logistics Park Development Centre. ProLogis plans to develop over 1,000,000 sq ft of logistics and warehousing facilities with the Beijing Airport Logistics Park, comprising a total investment value of US$35 million. This would represent the largest logistics facility development project in the city.

The market for logistics facilities showed considerable strength in Shanghai in 2004 and the overall industrial market remained quite active during the fourth quarter. Numerous registered WFOEs (Wholly Foreign Owned Enterprises) capitalised on China's continued progressive implementation of market opening measures by expanding their operations, generating more demand for land in the fourth quarter. However, supply of industrial land continued to tighten, despite efforts by the municipal government to ensure adequate supply by lifting restrictions on land quotas.

Most users are leasing developments from the development zones. However, a few private Chinese developers have built speculative properties, which compete with the development zone properties, as in the case of the Baowan International Logistics Centre, which achieved 100% occupancy last year. Baowan recently obtained the development rights to its phase two site after months of delay. The second phase development will provide large, high-volume warehouses in both standard and design-built formats.

Late 2005 should see a large amount of space made available to the market, which is anticipated to be absorbed pre-construction. Further compounding the problem of a tight supply for high-volume logistics warehousing space is the fact that ProLogis are also experiencing delays in the commencement of construction of several large facilities in the strategic Putuo location. It is anticipated that this latter group of warehouse facilities will become available in the third quarter of 2005.

Currently, most logistics facilities in the Pearl River Delta are located around the Chiwan, Shekou and Yantian deepwater ports. Because the land in this area is mostly semi-mountainous, most sites require grading and other preparations. Huangpu Economic and Technological Development Zone (ETDZ) is one of the best performing ETDZs in China due to the facilities and amenities it offers, and major tenants include P&G, Coca-Cola and Motorola.

Given the surge in China's economy over the last five years, there is continued demand for industrial space. However, any company that owns and leases, or constructs a real estate facility, should be a registered developer. This market is currently not open to WFOEs, which leaves only joint ventures (with a registered developer) as a possible route for investment, however as China progresses through the process of deregulation as part of joining the WTO this is likely to change.

Gross Yields

Currently, there is very little available information on industrial property yields. This is partly because most developers are in fact state-owned and driven by future tax revenue rather than investment returns. For a foreign developer, gross yields could be assumed to be in the range of 8.0 to 12.0%. However, it is important to realise that significant leakages will occur and affect the net yield.

Hong Kong

Overview of the Economy

Hong Kong, a Special Administrative Region (''SAR'') of the People's Republic of China, is a world-class financial, trading and business centre, enjoying a high degree of autonomy in its economic, legal and social systems.

The Hong Kong GDP and per capita GDP have been growing at average annual rates of approximately 5.0% and 3.5% over the past two decades in real terms since 1984. In 2004, the nominal GDP in Hong Kong reached approximately US$164.4 billion (S$271.2 billion), representing an annual growth rate of

5.1%, which was the second fastest growth rate seen since 1987. The nominal per capita GDP grew by 3.9% in 2004, reaching a level of US$23,880 (S$39,402) which was among the highest in the world.

On the strength of the pick-up in re-exports, imports grew by 16.9% in 2004 from the previous year to US$270.7 billion (S$446.6 billion). The principal suppliers for imports in 2004 were Mainland China (43.5%), Japan (12.1%), Taiwan (7.3%), USA (5.3%) and Singapore (5.3%).

Hong Kong's total exports increased by 11.7% in 2003 and a further 15.9% in 2004 reaching US$258.9 billion (S$427.1 billion) with a large amount of re-exports recorded from the growing intra-Asia trade of raw materials and value-added products. Growth in total exports in 2005 is expected to return to a more sustainable rate, as economic growth in the USA and China stabilises. Crude oil prices are likely to continue to be volatile in the short term and may have an impact on Hong Kong's exports.

Hong Kong's domestic exports in 2004 were US$16.2 billion (S$26.7 billion) and were dominated by articles of apparel and clothing accessories (50%), followed by electrical machinery, apparatus and appliances, and electrical parts thereof (10.4%). Hong Kong's major export markets are the USA and mainland China which each represents around 30% of total exports. Other important export markets are the United Kingdom, Germany and Taiwan.

Key Players in the Logistics Market

- Maersk Sealand
- Peninsular and Oriental Steam Navigation Company (P&O)
- OOCL
- DHL Express (Hong Kong) Limited
- UPS
- Cathay Pacific Airways
- FedEx
- Panalpina China Ltd
- NYK Logistics (Hong Kong) Ltd
- Exel
- Baltrans
- Kerry Logistics
- Li & Fung Group

Demand and Supply

On the demand side, the strong global economic growth sparked a double-digit rise in re-export volume and air-cargo throughput. Together with the expansion of CEPA (Phase II) as of 1 January 2005, this acted to boost demand for warehouse space by logistics end-users throughout the year 2004 and in early 2005. Whilst pushing rental and capital values upwards, the supply-demand imbalance at the same time exerted downward pressure on vacancy rates. The overall vacancy rate for warehouse properties in Hong Kong for 2004 is only 3.5%. In Kwai Chung, the vacancy rate is at an even lower level at 2%.

Total stock of warehouses at the end of 2004 was 36.5 million sq ft (Source: Rating & Valuation Department). About 80% of the stock was in the New Territories, with predominance in Kwai Chung, Tsuen Wan and Shatin, accounting for 66% of the total space. Supply of industrial/warehouse space has remained stagnant since 1997. Industrial land is gradually being converted into office and residential developments, which are more profitable. New supply is likely to be negligible in the near future except for the government's proposal to construct a logistics park on Lantau Island.

Gross Yields

Based on the recent transactions of logistics properties in Hong Kong, the yield level for logistics properties in Hong Kong is currently in the range of 6.0% to 8.0%.

Malaysia

Overview of the Economy

From a GDP growth rate of only 0.3% in 2001, the Malaysian economy recovered strongly to register growth rates of 4.1% and 5.3% in 2002 and 2003 respectively. The prospects for the Malaysian economy remained favourable with real GDP growing by 7.1% in 2004 and reaching a level of US$65.3 billion (S$107.7 billion).

Malaysia's total gross imports increased by 21% in 2004 reaching US$126.5 billion (S$208.7 billion). Total exports experienced significant growth of 26% in 2004, reaching US$105.2 billion (S$173.7 billion). According to the Ministry of Transport Malaysia, the contribution of the transportation and logistics sector to the GDP is about 4% annually. The logistics sector is expected to follow the strong growth in container volume going forward. Some reasons for the increasing growth in the logistics market include the increased investment in the manufacturing sector, increased exports advancement in technology, introduction of Regional Distribution Centres and increase in global trade.

Key Players in the Logistics Market

- Inland Container Hauling in Malaysia is currently undertaken by five haulers — Kontena Nasional Bhd., Diperdana Corporation Bhd., Konsortium Perkapalan Bhd., MISC Haulage Services Sdn. Bhd. and Multimodal Freight Transportation Sdn. Bhd, Tiong Nam Transport Holdings Berhad

- Integrated Warehouse Sdn Bhd

- International logistics players like Maersk Sealand, BAX Global Malaysia, Nippon Express Malaysia, Exel, DHL Worldwide Express, FedEx Corporation (FedEx), TNT and Schenker Logistics (Malaysia) Sdn Bhd are also active in the market

Demand and Supply

Current warehouse rental levels in Selangor range from US$0.20 to US$0.40 (S$0.33 to S$0.66) per sq ft per month. For container storage spaces, (rentals are measured in cubic feet) the rents vary between US$0.30 and US$0.50 (S$0.40 and S$0.80) per cubic feet per month. Rentals for general warehouses were in the range of US$0.30 to US$0.50 (S$0.40 to S$0.80) per sq ft per month in Penang, and around US$0.30 to US$0.50 (S$0.40 to S$0.80) per sq ft per month in Johor in 2004. Warehouse rental at Maskargo in KLIA is approximately US$0.20 (S$0.33) per sq ft per month.

Occupancy rates within Port Klang, Penang Port and Port of Tanjung Pelepas are observed to be about 80.0% to 100.0%. High occupancy rates were also recorded for industrial estates with good connectivity to transportation networks.

Increased investment in the manufacturing industry is expected to boost the logistics industry as manufacturers increasingly outsource their logistics in an effort to concentrate more on their core business. Expansion of logistics operators of late includes major players like FedEx and Tiong Nam Transport Holdings Berhad. Proposed expansion activities by other major logistics operators are also in the pipeline.

There is a prevalence of supply of industrial properties spread over the many industrial parks across the three states. The trend seen of late is that of custom-built facilities to house the warehousing needs of these logistics operators, for example TNT's facility in Shah Alam. Currently, there is a demand for quality industrial properties particularly warehouses (average built-up-area ranging from 30,000-80,000 sq ft) and even larger spaces of up to 200,000 sq ft to meet their specific requirements. However, quality properties that meet the exacting standards of a logistics operator are of a limited supply. The option to lease is preferred as there is less capital outlay.

Gross Yields

The industrial property market has shown lower levels of activity compared to the other property market sub-sectors in the past few years. Yields have been relatively stable in Selangor, Penang and Johor at 7.0%-9.0%. Custom-built warehouses or large industrial space would generally generate higher yields.

India

Overview of the Economy

The Indian economy registered growth of 8.5% in 2003-04, which was one of the highest annual growth rates since 1988-89. Growth was buoyed by a rebound in the agriculture and allied sector, and a strong showing by the industry and services sector and GDP is expected to grow by about 6.9% in 2004-05 despite escalating oil prices.

Current trends indicate a positive outlook for industrial growth due to improved capacity utilisation, improved industrial climate, expanding external and domestic demand and ease in availability of credit. In 2003-04, India exported goods and services worth US$63 billion (S$104 billion) while importing US$77 billion (S$127 billion) worth of commodities contributing approximately 0.83% of global trade. The logistics market in India is estimated to be worth approximately US$62 billion (S$102.3 billion), which is 13% of GDP.

Key Players in the Logistics Market

- Sea Cargo: Great Eastern Shipping Company, The Shipping Corporation of India and Essar Shipping
- Air cargo: Indian Airlines Cargo and Air-India
- Central Warehousing Corporation and State Warehousing Corporations
- Continental Warehousing Corporation Limited
- GATI
- Indo Arya
- SembCorp Logistics (India) Pvt Ltd

Demand and Supply

The trend of 3PL and 4PL companies expanding into India will hasten in the near future as trade volumes in India rise rapidly. The increased manufacturing and business process outsourcing in the country will drive demand for industrial facilities. Rapid increases in business activity in India have already led to 3PL service providers like GATI, Indo-Arya, and SembCorp doubling their existing storage facilities in the next three to four years. In addition, multinational logistics companies like TNT and DHL are planning to enter the domestic Indian market in the near future.

Gross Yields

The yields for industrial properties in India range from 10.0%-12.0%. However, given the lack of sufficient transactional data in the logistics market and the sheer size of the country, these yields vary from city to city.

Vietnam

Overview of the Economy

In 2004, Vietnam's GDP was US$228.7 billion (S$377.3 billion), a growth of 7.7% over 2003 and the highest level in the previous four years, GDP per capita has grown considerably from US$1,770 (S$2,921) in 1998 to US$2,790 (S$4,604) in 2004.

Export turnover grew to US$26.0 billion (S$42.9 billion) in 2004, which represented about a 30% increase from 2003. The increase in exports is mainly due to the rise in commodities, such as garment, footwear, electronics, plastic products, bike and bike parts, handicrafts, wood products and coal. Import turnover of Vietnam in 2004 was US$31.6 billion (S$52.0 billion), which was an increase of 25% over 2003.

The transport, storage and communication sector contributed US$1.4 billion (S$2.4 billion) to the GDP in 2003, which was 7% above the 2002 GDP. Although the logistics related sector showed an increase in monetary terms, its contribution did not exceed the other sectors in the overall GDP. The transport, storage and communication sector's proportion of GDP was 3.73% in 2003, which was lower than 3.94% in 2002 and 4.04% in 2001.

Key Players in the Logistics Market

- Maersk Logistics
- OOCL (Vietnam) Co. Ltd. (OVCL)
- DHL Vietnam
- FedEx
- TNT

Demand and Supply

At present, demand for real estate in industrial parks is mainly driven by Foreign Direct Investment. Although some Vietnamese firms have been exporting under their own brand names, most domestic producers are too small to be regarded as engines of industrial growth. Thus, the rising demand is fuelled by the continuous influx of multinationals into the country. These companies set up manufacturing bases to capitalise on the growing opportunities arising from Vietnam's rapid economic development.

The general supply of Industrial Parks (IPs) in Vietnam is sufficient. In Ho Chi Minh City (HCMC), the supply of land in Export Processing Zones (EPZs) and IPs is tight and land is only available when new projects become defunct or when companies opt to sell their industrial facilities. The HCMC government authorities are planning to build industrial parks in the outlying district of Cu Chi as part of a 15-year plan to boost the city's economy. To meet the demand for the short-term, the government is trying to expedite negotiations with landowners in order to acquire more land for expanding the boundaries of some of the industrial zones. The fact that much site clearance involves resettlement is becoming a major obstacle to the expansion. As a result of the lack of available space, EPZs and IPs in HCMC tend to spill over into industrial zones located within nearby provinces such as Binh Duong, Dong Nai, Long An and Tay Ninh.

Gross Yields

Due to a lack of transactions, the information on yield level of logistics properties in Vietnam is indicative and estimated at 10.0%–13.0%, based on expectations from potential buyers.

Thailand

Overview of the Economy

In 2004, GDP growth was 6.1% year-on-year bringing total GDP to US$163.2 billion (S$269.3 billion). This decrease in growth rate versus the GDP growth of 6.9% in 2003 was due to increasing oil prices, drought, the bird flu outbreak and the ongoing unrest in the southern provinces. The GDP forecast for 2005 is between 5.5% and 6.5%. The key industries driving the economy are the manufacturing, wholesale and retail trade, agriculture and the transport, storage and communications industries. Exports grew to US$100.6 billion (S$165.9 billion) in 2004 and imports grew to US$97.5 billion (S$160.8 billion).

Key Players in Logistics Market

Most of the sector leaders in the logistics market are foreign companies except for air cargo as it is a relatively new industry for Thai businesses.

- Air cargo: Thai Airways, Thai Airport Ground Service (TAG)
- Multi modal/sea cargo: Maersk Sealand, Pioneer, Evergreen, K-Line
- Freight forwarders: Schenker, Kuehne & Nagel, Panalpina, Geodis
- Courier companies: DHL, UPS, FedEx, TNT

Demand and Supply

Thailand's major industrial areas (based on the total value of investments in factory development) are Bangkok, Samut Prakarn, Samut Sakorn, Chonburi, Pathum Thani, Chachoengsao, Nakorn Pathom, Ayutthaya, Nakorn Ratchasima and Rayong. Thailand has created a network of Industrial Estates, which operate similarly to free trade zones, in order to promote exports, foreign investment and economic decentralisation from Bangkok.

Since the logistics property market is at an early stage of development, limited information exists regarding the total stock of logistics related property. Rental levels for properties in the logistics sector including warehouses, distribution centres and factories in popular industrial areas are between US$0.26 and US$0.36 (S$0.43 to S$0.59) per sq ft per month. The completion of the Suvarnabhumi Airport, the improvements to the Laem Chabang Port and other infrastructure development projects will spur the demand for logistics real estate. As demand is expected to increase and there is limited new supply in preferred locations, rental levels are likely to increase in the short to medium term. However, to remain internationally competitive, this increase is likely to be moderated.

Gross Yields

Yields for industrial properties range between 9.0% and 12.0% with recent transactions occurring in Bangkapi, Klongtoey and Vibhavadi in Bangkok and Theparak, Samutprakarn, and Bangpa-In, Ayutthaya.

Indonesia

Overview of the Economy

The GDP of Indonesia has grown steadily from US$165.0 billion (S$272.3 billion) in 2000 to US$257.1 billion (S$424.2 billion) in 2004. This translates to a CAGR of 4.6% during this period. Exports have been the primary engine for growth. Moreover, Indonesia is heavily dependent on maritime transport for international as well as for domestic trade. Currently, the logistics sector contributes about 5% to 6% of Indonesia's GDP.

Key Players in the Logistics Market

- Exel
- Maersk Logistics
- TNT Logistics
- DHL
- Lippo Group

Demand and Supply

The logistics property market in Indonesia is relatively less developed as compared to the rest of the region and not distinct from the industrial property market. Under-utilised factory buildings are converted as warehouse space to cope with the demand of distribution service companies as well as logistics and freight forwarding companies. Recovery in the industrial sector is delayed and growth in this sector is expected to resume in the middle of 2005. Potential for the logistics market in Indonesia comes from the liberalisation of ports and airports initiated by the Indonesian government. It is expected that with the privatisation of the logistics facilities, more global logistics operators will enter the market and results in increase demand for ancillary facilities such as warehousing.

As there are already quite a number of logistics/industrial parks concentrated around the Greater Jakarta metropolitan area and the Soekarno-Hatta International Airport and Tanjung Priok, investors may consider alternative port locations.

Gross Yields

The indicative yields in the industrial market are between 10.0% and 12.0% and are reflective of properties outside the central cities. Additionally, there is evidence of individual property transactions at less than 10.0% in the past.

The Philippines

Overview of the Economy

The GDP of the Philippines has grown steadily from US$75.9 billion in 2000 to US$84.2 billion in 2004, representing a CAGR of 4.6% during this period. Key industries driving the economy include call centres/business process outsourcing (BPO), electronics, assembly, textiles, pharmaceuticals, chemicals, wood products, food processing, petroleum refining and fishing. Currently, the estimated contribution of the logistics industry to the GDP is about 5% to 10%.

Key players in logistics market

Major logistics players in the Philippines include the Fast Moving Consumer Goods (FMCG) manufacturers and the pharmaceutical companies. The third parties logistics service providers, that are mainly concentrated in the Metro Manila, Subic and Clark zone are:

- YCH Group
- United Terminal Services Group
- DHL
- FedEx
- Sumitomo Corporation

Demand and Supply

The industrial property market continued to pick up in late 2004 propelled mainly by the expansion initiatives of BPOs and call centres that are increasingly moving away from Metro Manila as well as by new and additional investments in manufacturing and in logistics operations services.

This has effectively provided some level of recovery in the property market for industrial spaces. Sumitomo Corporation has developed the First Philippines Industrial Park. Logistics companies such as FedEx and UPS extended lease contracts in Subic Bay Freeport and Clark Special Economic Zone and are committing to enlarge their Philippines operations.

Industrial property rental levels were stable in late 2004 but diverse across most locations in the Philippines. The highest lease rates prevailed in metro Manila at an average of US$0.12 (S$0.20) per sq ft per month while the lowest observed in Luzon were in the Subic-Clark Econzones. The rental for warehouse stood at around US$0.10 (S$0.17) per sq ft.

Similarly, Metro Manila industrial properties have among the highest observed capital values with average selling prices at US$22.30 (S$36.80) per sq ft while properties in Calabarzon region and the Bataan-Bulacan corridor averaged at around US$6.97 (S$11.50) per sq ft.

Gross Yields

The logistics real estate market is currently not distinct from the overall industrial market given the nascent stage of development of this sector. Also, the relocation of call centres to industrial properties is altering the income risk profile of this sector. The expected yield level for industrial properties outside the central city of Manila is between 10.0% and 12.0%. However, transactional evidence suggests that there have been properties transacted at yields below 10% within the central city.

Growth Potential for MLT

Economic Growth

The real GDP growth for Asia-Pacific (ex-Japan) in 2004 was 6.7%. This growth was spurred by increased external demand and domestic consumption with strong trade recorded both within Asia and more distant markets. The growing importance of Asia as a trading hub will provide positive sentiments towards the logistics sector. Through continued off-shoring of manufacturing to China and India, the quantum of trade from Asia should rise and thereby increase the business prospects for logistics operators. In addition, more governments in the region are recognising the importance of a successful logistics industry for their country's economic growth, particularly with respect to international trade.

With such government support reducing further restrictions on the transport and processing of products, the logistics market in Asia should experience considerable growth in the future.

Logistics accounts for 10.0% of the total cost of a product in developed markets, while in China, it currently stands at 20.0%. This holds true for most emerging Asian markets and is a reflection of the fragmented transport network, less developed infrastructure, relative quality of warehousing and real estate options and differing levels of government regulations which can prove quite cumbersome in some countries. With continued infrastructure development in the region, linking the inter-regional and intra-regional markets, logistics costs can be reduced and the product movement made easier, leading to increased business for logistics operators.

Investment Opportunities

Investment opportunities for real estate investors in the industrial sector remain favourable in China, given the surge in the economy. The three zones — Bohai Sea, Yangtze River and Pearl River Delta constitute 80.0% of the imports and exports from China, and therefore are the key markets to focus on. With China's entry into the WTO and the lifting of restrictions regarding the logistics industry in 2004, the logistics market is currently experiencing a surge in interest from logistics operators and owners alike. Outsourcing logistics functions to third party providers has been a fairly recent trend in China and China's continued economic growth is listed as the top factor driving the business for 3PL in the region[1].

Hong Kong's logistics market is expected to gain from CEPA and China's accession to the WTO. There is currently a limited supply of logistics properties but this shortage will be partially alleviated by the proposed development of the Lantau Logistics Park, which will give the city 6 million sq ft of space when completed in 2009. Demand for logistics space remains robust, with occupancy levels at existing logistics facilities over 96.0%, resulting in increasing rental levels over the last year. Moreover, there is no restriction on land and property ownership for foreign or local developers.

An increase in the manufacturing industry in Malaysia is expected to boost the logistics industry as manufacturers begin to outsource their logistics in an effort to concentrate on their core business. In view of this, demand for logistics facilities is expected to increase, and given the limited supply of quality properties (average built-up area ranging from 30,000 — 80,000 sq ft) that meet the exact standards of a logistics operator, there is a trend towards custom-built facilities.

The Indian logistics market is likely to see rising demand, as 3PL and 4PL companies are increasingly expanding into the country in anticipation of the rapid rise of trade volumes in India. Existing players are looking at expanding while multinational logistics companies like TNT and DHL are planning to enter the domestic Indian market in the near future.

In Vietnam, foreign direct investment mainly drives demand for logistics or IP space. However, the government authorities in different provinces are competing for foreign direct investment and the lack of central control on the planning and development of IP's may lead to an oversupply and hinder any growth in land value.

In Thailand, the demand in the logistics market will be spurred by the completion of the Suvarnabhumi Airport and the improvements to the Laem Chabang Port, particularly along the eastern seaboard. In view of the government's continued effort to promote the logistics industry, demand for logistics space is expected to increase and provide an upside to a potential investor.

The logistics market in the Philippines is not distinct from the industrial market. The latter is currently driven by the surge in the BPO industry. In Indonesia, the growth of the logistics market will be led by the privatisation of the ports and the development of better infrastructure to integrate the country. Given the nascent stage of development of the market, any demand for logistics properties will be a function of the macro-economic growth and infrastructure development of the two countries.

In summary, the logistics markets across Asia are at various stages of development. China is leading the surge in demand for logistics properties, and especially the Lingang Industrial Area which is linked to the Yangshan Deepwater Port in the south of Shanghai and around Shenzhen, which is leading the growth in the logistics market in the Pearl River Delta. Investment potential of logistics properties in Hong Kong is also high, given the restricted supply and the robust demand for such facilities. In Malaysia, the limited supply of quality logistics properties is leading to the recent trend of built-to-suit

1 CEO perspectives on the current status and future prospects of the third-party logistics industry in the Asia-Pacific region: the 2004 survey, Accenture and Northeastern University.

facilities to house the warehousing needs of these logistics operators. Hence, this represents an opportunity for investors to partner with logistics operators to develop such properties. In India, there is a rising demand for logistics properties from both domestic and foreign logistics operators in view of the escalation in business activity and international trade. Investment potential of logistics properties will increase significantly in cities where infrastructure improvements are successfully implemented. In Vietnam, demand for logistics properties is balanced by sufficient supply at present and therefore the investment potential for these assets could be limited in the short term and future growth in the logistics industry may be constrained by the rate of infrastructure development. In Thailand, though the logistics market is still emerging, the demand for logistics properties will be boosted by the ongoing government-led infrastructure projects such as the new airport and the improvements to the Laem Chabang Port, providing a positive outlook for potential investment. For the Philippines and Indonesia, economic growth and infrastructure development is expected to continue at a steady level, and the logistics market represents an opportunity for investment in the medium to longer term given that the logistics business is at its infancy.

The indicative gross yields in the respective markets are as below. However these are average yields in the countries and can vary within a country from city to city:

Country	**Indicative gross yields* for Warehouse properties**
Singapore	7.0% - 9.0%
China	8.0% - 12.0%
Hong Kong	6.0% - 8.0%
Malaysia	7.0% - 9.0%
India	10.0% - 12.0%
Thailand	9.0% - 12.0%
Vietnam	10.0% - 13.0%
Indonesia	10.0% - 12.0%
The Philippines	10.0% - 12.0%

* Gross yields (not adjusted to the Singapore currency).

THE MANAGER AND CORPORATE GOVERNANCE

The Manager of MLT

The Manager, Mapletree Logistics Trust Management Ltd., was incorporated in Singapore under the Companies Act on 19 January 2005. The Manager is indirectly wholly owned by the Sponsor. The Manager has a paid-up capital of S$1.0 million, its registered office is located at 1 Maritime Square, #13-01 HarbourFront Centre, Singapore 099253 and its telephone number is (65) 6377 6111.

Directors of the Manager

The Board is entrusted with the responsibility for the overall management of the Manager. The following table sets forth information regarding the Directors:

Name	Age	Address	Position
Mr Paul Ma Kah Woh	57	18 Sunset Place Singapore 597366	Chairman and Independent Director
Mr Wong Meng Meng	57	6A Rochalie Drive Singapore 248236	Independent Director
Mr Ng Quek Peng	51	30 Jalan Merlimau Singapore 308719	Independent Director
Mr Cheah Kim Teck	53	530 East Coast Road #10-01 Eucalia Block Ocean Park Condominium Singapore 458970	Independent Director
Mr Zafar Momin	47	11 Tanjong Rhu Road #15-03 The Waterside Singapore 436896	Independent Director
Mr Hiew Yoon Khong	43	7 Eastwood Way Singapore 486404	Director
Mr Tan Boon Leong	52	89 Chuan Drive Singapore 554734	Director
Mr Chua Tiow Chye	46	27B Aida Street Singapore 459954	Executive Director

Experience and Expertise of the Board of Directors

Information on the business and working experience of the Directors is set out below:

Mr Paul Ma Kah Woh is the Chairman and an Independent Director of the Manager. He was a senior partner of KPMG Singapore until his retirement in September 2003. In addition to being in charge of the firm's Audit & Risk Advisory Practice, he was also the partner in charge of the firm's Risk Management function.

Upon his retirement from KPMG Singapore, Mr Ma acted as consultant with the KPMG Asia Pacific Regional Office, assisting the Asia Pacific Risk Management Partner in risk management matters in the Asia-Pacific region.

Mr Ma also holds appointments in the board of directors and the audit committee of a listed company and four public companies. On 2 August 2004, he was appointed to the board of directors and the audit committee (as Chairman) of Golden Harvest Entertainment (Holdings) Limited, a listed company in Hong Kong. On 13 August 2004, he joined the board of directors of Asia General Holdings Limited and was appointed the Chairman of its audit committee. On 22 February 2005, he was appointed to the boards of directors and the audit committees of The Asia Life Assurance Society Limited and the Asia Insurance Company Limited. On 15 July 2005, Mr Ma was appointed to the board of directors of SMRT Corportion Ltd.

Mr Ma is also an independent director of Mapletree Investments Pte Ltd and a member of its audit committee as well as its executive resource and remuneration committee.

Mr Ma is a Fellow of the Institute of Chartered Accountants in England and Wales as well as a Member of the Institute of Certified Public Accountants of Singapore.

Mr Wong Meng Meng is an Independent Director of the Manager. He is the Senior Partner of Wong Partnership. He has been named as one of the world's leading litigation lawyers, and is also ranked as one of the top five litigation lawyers in Singapore, by Euromoney Legal Media Group. The International Who's Who of Business Lawyers (2003 Edition) and The International Who's Who of Commercial Litigators (2003 Edition) also identify him as one of the world's leading lawyers in his field. Mr Wong is also an independent director of Mapletree Investments Pte Ltd and a member of its audit committee.

Mr Wong graduated from the University of Singapore and was admitted to the Singapore Bar in 1972. He was among the pioneer batch of Senior Counsels appointed in January 1997.

Mr Ng Quek Peng is an Independent Director and the Chairman of the Audit Committee of the Manager. Mr Ng has been in the financial industry since 1981, principally as a corporate financier.

He has worked in the corporate finance and securities industry in Singapore and Malaysia, advising clients on corporate restructuring and fund raising matters.

Mr Ng has held various positions in foreign and local financial institutions during his career, including Director of Citicorp Investment Bank (Singapore) Ltd, Managing Director of OCBC Securities Pte Ltd and Executive Vice President of OCBC Bank. He was the Client Coverage Head for Singapore of ABN Amro Bank immediately prior to setting up Halcyon Capital Pte Ltd, a corporate consultancy firm.

Mr Ng also sits on the boards of directors of three listed companies in Singapore. He holds a degree in Civil Engineering from the University of London and is a member of the Institute of Chartered Accountants in England and Wales.

Mr Cheah Kim Teck is an Independent Director of the Manager. Mr Cheah joined the board of directors of Jardine Cycle & Carriage Limited on 1 March 2005. He is the Chief Executive Officer of the motor operations of Jardine Cycle & Carriage Limited and its subsidiaries, excluding those held by PT Astra International Tbk. In this capacity, he oversees the motor operations of Jardine Cycle & Carriage Limited and its subsidiaries in Singapore, Malaysia and Thailand.

He is also an advisory committee member of PT Tunas Ridean Tbk. He sits on the boards of directors of the Singapore Totalisator Board and Trek 2000 International Ltd. Prior to joining Jardine Cycle & Carriage Limited, he had held several senior marketing positions in multinational companies, namely McDonald's Restaurant, Kentucky Fried Chicken and Coca-Cola.

He holds a Master's degree in Marketing from the University of Lancaster, United Kingdom. He is also a council member of the Singapore Sports Council and a member of the Management Committee of the Singapore Turf Club.

Mr Zafar Momin is an Independent Director of the Manager. Mr Momin is a Vice President and Director of The Boston Consulting Group in Singapore and leads the Industrial Goods and Automotive Practices for Asia-Pacific. Based in Singapore for nearly 15 years, Mr Momin has worked with state-owned, local and multinational companies across Asia in areas of business strategy, mergers and acquisitions, distribution and logistics and corporate development. He has extensive experience in South East Asia, China and India and more recently in the Middle East.

Mr Momin has over 20 years of consulting and business experience. Prior to joining The Boston Consulting Group, Mr Momin was in a similar role with A.T. Kearney. He has also held various technical and management positions with major multinational companies like United Technologies Corporation, General Motors and Ford Motor Company in the United States.

Mr Momin holds a Master's of Business Administration from Northwestern University's Kellogg School of Management and a Master's degree in Mechanical Engineering from Purdue University. He also has a Bachelor's degree in Mechanical Engineering from Poona University.

Mr Hiew Yoon Khong is a Director of the Manager and is also the Chief Executive Officer of Mapletree Investments Pte Ltd as well as Managing Director, Special Projects of Temasek Holdings (Private) Limited.

Prior to joining Mapletree Investments Pte Ltd, Mr Hiew held various senior positions in the CapitaLand group of companies. He joined Pidemco Land Limited as Chief Financial Officer in 1996 and became the Chief Financial Officer of CapitaLand Limited following the merger of Pidemco Land Limited and DBS Land Limited in 2000. In February 2002, he was made the Chief Executive Officer of CapitaLand Commercial Limited and CapitaLand Financial Limited. While at CapitaLand, Mr Hiew was responsible for launching Singapore's first real estate investment trust, CapitaMall Trust.

Prior to joining CapitaLand Limited, Mr Hiew held various positions in the areas of corporate finance, management consultancy and project financing over a ten-year period.

He holds a Master of Arts degree in Economics from the University of Warwick as well as a Bachelor of Arts degree in Economics from the University of Portsmouth.

Mr Tan Boon Leong is a Director of the Manager and is also the Chief Operating Officer of Mapletree Investments Pte Ltd.

Prior to joining Mapletree Investments Pte Ltd in 2003, he was a Managing Director at Temasek Holdings (Private) Limited, overseeing private equity investments in the property and infrastructure sectors, both locally and overseas.

A Colombo Plan scholar, Mr Tan studied urban valuation (real estate) at the University of Auckland, New Zealand and worked with the IRAS upon his graduation. While at the IRAS, he rose to become a Superscale Officer and held the appointments of Tax Director (Technical Services – Property) and Head of Property and Valuation Services.

Mr Tan has been appointed a member of the Valuation Review Board by the Minister of Finance from 1 May 2004. He has 29 years of experience in the real estate industry of Singapore and the Asia-Pacific region.

Mr Chua Tiow Chye is both an Executive Director and the Chief Executive Officer of the Manager. Before this, he was Senior Vice President of Logistics Investments in Mapletree Investments Pte Ltd. Prior to joining Mapletree Investments Pte Ltd in October 2002, he was the Managing Director of Vision Century Corporation Ltd, a company which is listed on The Stock Exchange of Hong Kong and which is involved in business parks management and development, residential and commercial property development, as well as information technology, e-infrastructure and educational services in Hong Kong and the PRC.

Before joining Vision Century Corporation Ltd, he was with Ascendas Pte Ltd and its predecessor, JTC International Pte Ltd, for eight years from 1993 to 2001 where his last position was Executive Vice President. His responsibilities included overseeing and managing the company's industrial and business park developments and investments across the Asia-Pacific region, including the PRC, India, Thailand, Indonesia and the Philippines.

Mr Chua's earlier appointments include working as Senior Manager (Finance & Planning) at Singapore Food Industries Pte. Ltd. from 1992 to 1993 and as Assistant Vice President for Malaysian loans and credit at United Overseas Bank Ltd from 1989 to 1992. His first job after graduation was as an Executive Planner involved in the long-term and strategic land use planning for Singapore at the Planning Department of the Ministry of National Development from 1984 to 1989.

Mr Chua holds a Bachelor of Regional and Town Planning (1st Class Honours) degree from the University of Queensland, Australia under a Colombo Plan scholarship. He also holds a Master of Business Administration degree from the University of Strathclyde, United Kingdom.

A list of the present and past principal directorships of each Director of the Manager over the last five years preceding 30 April 2005, in companies other than Mapletree Logistics Trust Management Ltd., is set out in Appendix VIII, "List of Present and Past Principal Directorships of Directors and Executive Officers".

The key roles of the Board are to:

- guide the corporate strategy and directions of the Manager;
- ensure that senior management provides 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 eight Directors. The sole Executive Director is Mr Chua Tiow Chye, who is also the Chief Executive Officer of the Manager. The Audit Committee of the Board comprises Mr Ng Quek Peng (Chairman), Mr Paul Ma Kah Woh and Mr Cheah Kim Teck.

The Board meets to review the key activities and business strategies of the Manager. The Board intends to meet regularly, at least once every quarter, to deliberate the strategic policies of MLT, including acquisitions and disposals, approval of the annual budget and review of the performance of MLT.

Each Director has been appointed on the basis of his professional experience and his potential to contribute to the proper guidance of MLT. The Directors will contribute in different ways, including using their personal networks to further the interest of MLT.

The Board has approved a set of internal controls which sets out approval limits for capital expenditure, investments and divestments and bank borrowings as well as arrangements in relation to cheque signatories. In addition, sub-limits are also delegated to various management levels to facilitate operational efficiency.

Changes to regulations and accounting standards are monitored closely by the members of the Audit Committee. To keep pace with regulatory changes, where these changes have an important bearing on the Manager's or Directors' disclosure obligations, the Directors will be briefed either during Board meetings or at specially convened sessions involving the relevant professionals. Management also provides the Board with complete and adequate information in a timely manner through regular updates on financial results, market trends and business developments.

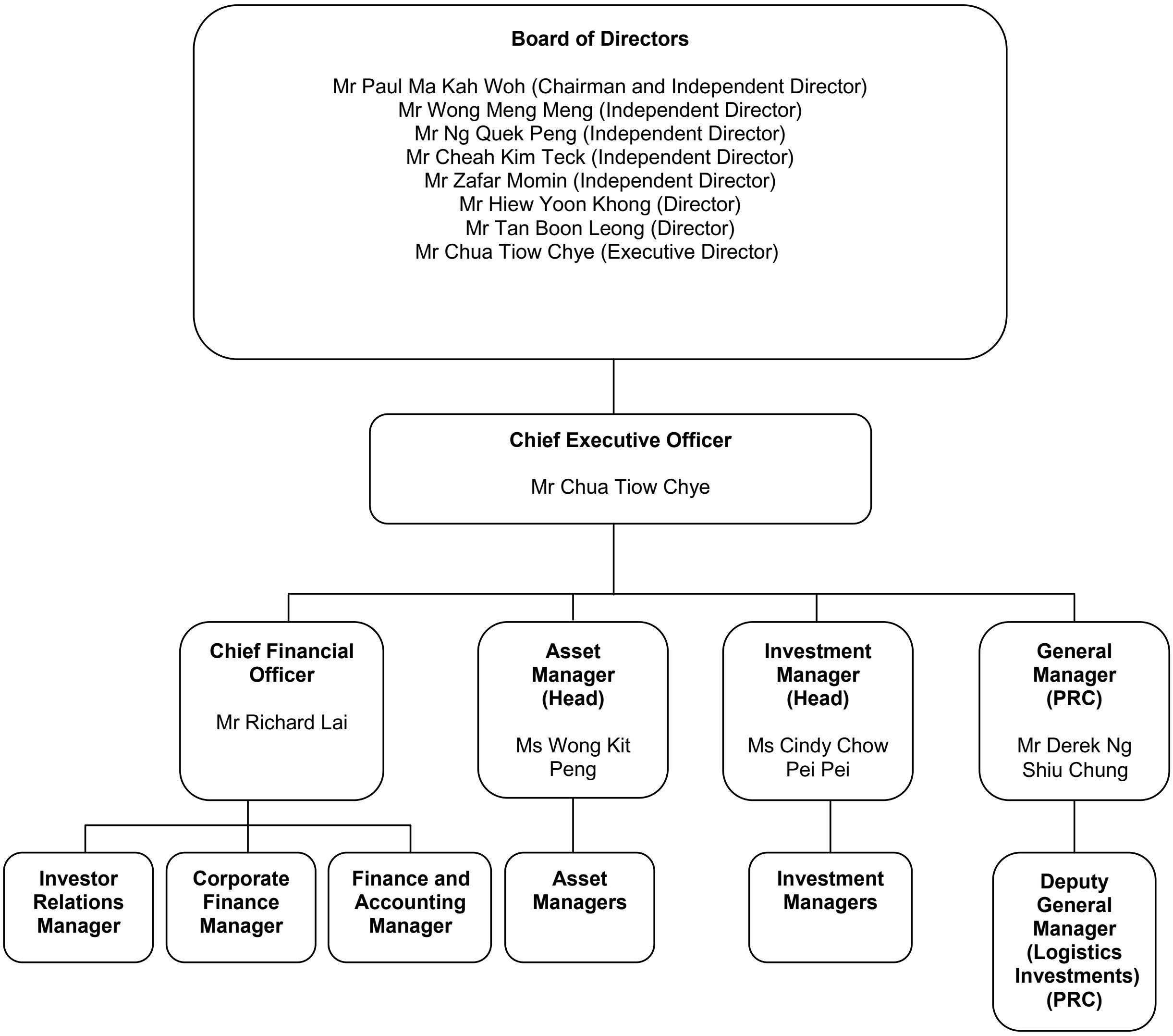
The majority of the Directors are non-executive and independent of the management. This enables the management to benefit from their external, diverse and objective perspective on issues that are brought before the Board. It would also enable the Board to interact and work with the management through 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, provides 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.

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, Mr Paul Ma Kah Woh is an Independent Director, while the Chief Executive Officer, Mr Chua Tiow Chye is an Executive Director.

The Chairman is responsible for the overall management of the Board as well as ensuring that the Directors 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 the business directions 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 at all times. The company secretary attends to corporate secretarial administration matters and attends all Board meetings. The Board also has access to independent professional advice where appropriate.

Management Reporting Structure of the Manager



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 MLT. The Chief Executive Officer will also work with the other members of the Manager's management team to ensure that MLT is operated in accordance with the Manager's stated investment strategy. Additionally, the Chief Executive Officer will be responsible for planning the future strategic development of MLT.

He is also responsible for strategic planning, the day-to-day operations of MLT and working with the Manager's investment, asset management, financial and compliance personnel in meeting the strategic, investment and operational objectives of MLT.

The **Chief Financial Officer** of the Manager will work with the Chief Executive Officer and other members of the Manager's management team to formulate strategic plans for MLT in accordance with the Manager's stated investment strategy. The Chief Financial Officer will be responsible for applying the appropriate capital management strategy, overseeing implementation of MLT's short and medium-term business plans, fund management activities and financial condition, as well as communications with the Unitholders. He is supported in his tasks by the Investor Relations Manager, the Corporate Finance Manager and the Finance and Accounting Manager.

The **Corporate Finance Manager** focuses on the financial management of MLT by working with the Chief Financial Officer in bridging the gap between investment opportunities and funding of these investments. The Corporate Finance Manager is responsible for evaluating and assessing acquisition opportunities as well as devising and evaluating the appropriate capital management strategy for MLT. This includes sourcing and maintaining general economic and industry-wide research, assessing various debt and equity financing methods, considering appropriate hedging techniques as well as developing financial models for evaluating potential acquisitions and their impact on MLT.

The **Finance and Accounting Manager** is responsible for the keeping and reporting of MLT's financial condition as well as the development of a comprehensive system of business score cards and key performance indicators to facilitate the effective management of MLT's assets. The Finance and Accounting Manager will work closely with the Corporate Finance Manager to provide the projection of the rental returns, carry out accounting in relation to the rental collections and the operating expenses incurred in the course of managing and operating the properties in MLT's portfolio, and monitor any outstanding rents. The Finance and Accounting Manager's responsibilities also cover the preparation of statutory accounts, co-ordination with external auditors, management of tax affairs as well as the preparation of MLT's performance reports for Unitholders.

The **Investment Manager (Head)** is in charge of the Investment Team, which is responsible for identifying, researching and evaluating potential acquisitions and related investments with a view to enhancing MLT's portfolio or divestments where a property is no longer strategic, fails to enhance the value of MLT's portfolio or fails to be yield accretive. The Investment Team led by the Investment Manager also recommends and analyses potential asset enhancement initiatives. In order to support these various initiatives, the team develops financial models to test the financial impact of different courses of action. These findings will be research-driven to help develop and implement the proposed initiatives both in Singapore and overseas.

The **Asset Manager (Head)** is in charge of the Asset Management Team, which is responsible for formulating the business plans in relation to MLT's properties with short, medium and long-term objectives, and with a view to maximising the rental income of MLT *via* active asset management. The Asset Managers work closely with the Property Manager to implement MLT's strategies so as to ensure that the properties in MLT's portfolio maximise their income generation potential and minimise their expense base without compromising their marketability. The Asset Management Team led by the Asset Manager focuses on the operations of MLT's properties, the implementation of the short to medium-term objectives of MLT's portfolio and supervises the Property Manager in the implementation of MLT's property-related strategies.

The **General Manager (PRC)** is in charge of sourcing, structuring and acquiring logistics properties in the PRC and Hong Kong in collaboration with the Investment Manager to enhance MLT's portfolio and returns. Further, the General Manager (PRC) is also in charge of identifying suitable land for the development of logistics parks in the PRC as well as providing build and lease packages to logistics companies. He is assisted by the Deputy General Manager (Logistics Investments) (PRC) who is responsible for sourcing and evaluating suitable income generating assets in the PRC and Hong Kong.

The **Investor Relations Manager** is responsible for facilitating communications and liaison with Unitholders. This includes regular statutory reporting, such as producing annual reports to Unitholders, and reporting to the SGX-ST in compliance with the Listing Manual. The principal objective of the Investor Relations Manager is to provide exceptional service to Unitholders by maintaining continuous disclosure and transparent communications with Unitholders and the market. The Investor Relations Manager will assist the Chief Financial Officer in facilitating and coordinating the formulation of strategic plans focused primarily on the creation of value for Unitholders, and in promoting and marketing MLT to Unitholders, prospective investors and the media through regular communications, roadshows, events and a website.

Executive Officers of the Manager

Information on the working experience of the executive officers of the Manager is set out below:

Mr Chua Tiow Chye is the Chief Executive Officer of the Manager. Details of his working experience have been set out in "— Directors of the Manager".

Mr Richard Lai is the Chief Financial Officer and Investor Relations Manager of the Manager. Prior to this, he was with Mapletree Investments Pte Ltd, which he joined in 2005. He has also served a brief stint with Alliance Merchant Bank Berhad in Malaysia as a Director, Investment Banking.

Before that, Mr Lai was with Standard Chartered Bank Malaysia Berhad where he started in 2000 as Head, Structured Products in Malaysia. In the same year, he was made Head, Debt Capital Markets for Malaysia and served till 2004. Reporting to the Head of Asian Fixed Income in Singapore, he was responsible for setting up and developing the bank's origination business in the debt capital market of Malaysia. This included all aspects of origination and structuring of debt securities as well as underwriting and participating in fixed income primary issues. During this period, Mr Lai successfully arranged the issuance of a series of structured bonds for Divine Vista Sdn Bhd, a special purpose vehicle set up to raise the financing necessary to complete the construction of Avenue K, a designer boutique mall opposite the KLCC in Kuala Lumpur. Mr Lai is also experienced with Islamic debt and was actively involved in the US$600 million Government of Malaysia's Sukuk issuance in 2002, the first internationally accepted Syariah-compliant bond issuance for Malaysia.

Mr Lai has more than 12 years of experience in the lending, treasury and capital markets aspects of banking. He started his career in 1992 with one of the top local merchant banks in Malaysia, AmMerchant Bank Berhad (then known as Arab-Malaysia Merchant Bank Berhad), where he gained considerable experience in real estate financing for residential, commercial and industrial properties.

In 1994, Mr Lai joined the merchant banking arm of Schroders. Based in Singapore and Malaysia, he spent six years advising on and arranging various form of quasi-debt and debt raising for companies in Peninsular Malaysia, Borneo and the Philippines. During his tenure with Schroders, Mr Lai also gained considerable debt restructuring experience through his involvement in restructuring some of the largest conglomerates in Malaysia.

Mr Lai holds an Honours degree in Economics, majoring in Accounting and Finance from the University of Manchester in the United Kingdom.

Ms Loke Huey Teng is the Corporate Finance Manager as well as the Finance and Accounting Manager of the Manager. Before this, she was the Corporate Finance Manager in the Logistics Investments division of Mapletree Investments Pte Ltd.

Prior to joining Mapletree Investments Pte Ltd in 2004, Ms Loke was with PSA Corporation Limited for six years from 1998 to 2004 where she held various appointments, including Deputy Regional Manager of the International Business Division where she was responsible for identifying, evaluating and assessing acquisition opportunities for PSA Corporation Limited outside of Singapore.

Prior to joining PSA Corporation Limited, Ms Loke was with the Budget Division of the Ministry of Finance, Singapore, from 1995 to 1998 where her last held position was Assistant Director responsible for budget policies and expenditure allocations.

Ms Loke holds a Bachelor of Accountancy degree with Honours (2nd Upper) from the Nanyang Technological University, Singapore.

Ms Cindy Chow Pei Pei is the Investment Manager (Head) of the Manager. Before this, Ms Chow was an Investment Manager with the Logistics Investments division of Mapletree Investments Pte Ltd.

Prior to joining Mapletree Investments Pte Ltd in 2002, she was based in Hong Kong as a Senior Manager of Business Development with Vision Century Corporation Ltd from 2001 to 2002 where she was responsible for initiating business park activities for the company and negotiating and structuring joint venture agreements and land development contracts.

After obtaining her university degree, Ms Chow first worked as a Centre Manager with Pidemco Land Limited, and then as an Investment Analyst with Peregrine Securities (Singapore) Pte Ltd before joining Ascendas Pte Ltd (previously JTC International Pte Ltd) as a Senior Manager of Business Development from 1997 to 2001 where she conducted financial and project appraisal of investment and development opportunities for industrial and business parks in the region. She was also instrumental in revamping and jump-starting the marketing department at the International Tech Park in Bangalore, India, during the period she was based there.

Ms Chow graduated with Honours (2nd Upper) from the National University of Singapore with a Bachelor of Science (Estate Management) degree. In addition to earning a Master of Science in Real Estate from the National University of Singapore, Ms Chow is also a Licensed Appraiser of lands and buildings.

Ms Pang Hui Siang is an Investment Manager of the Manager. Before this, she was an Investment Manager with the Logistics Investments division of Mapletree Investments Pte Ltd, where she procured some of the Properties for inclusion in MLT's portfolio.

Her previous experience in the financial industry included helping clients to manage their portfolios of equity investments. Prior to that, she worked in the corporate banking division of DBS Bank Ltd where she was in charge of a portfolio of companies in the real estate industry, assessing and managing their financing needs and credit facilities. Upon graduation from university, she joined the Urban Redevelopment Authority of Singapore where she was responsible for property acquisitions, feasibility studies and communications with the public.

She graduated with Honours from the National University of Singapore with a Bachelor of Science in Estate Management. She also has a Master of Business Administration degree from Indiana University, United States of America.

Ms Tham Chin Ming is an Investment Manager of the Manager. Prior to joining the Manager, she was the Investment Manager for Titan Capital, a private equity investment consultancy firm involved in evaluating and marketing some S$1.0 billion of investments, including real estate investments in Indonesia, Malaysia and Thailand, to private equity and institutional investors. Before this, she was the Deputy Manager in the Corporate and Investment Banking Group (Real Estate) of DBS Bank Ltd, overseeing real estate and construction loans.

From 2001 to 2004, Ms Tham was Assistant Manager of Corporate Finance and Investments (Asia) in Jones Lang LaSalle where she was involved in sourcing, evaluating and structuring real estate investment and financing opportunities worth over S$1.5 billion in Asia. These transactions included the establishment of a S$160.0 million joint venture partnership to acquire car park assets regionally, the potential securitisation of a S$160.0 million cross-border property portfolio, the potential establishment of a S$160.0 million property fund in China, as well as raising S$300.0 million to finance a prime integrated development in China.

Prior to joining Jones Lang LaSalle, she was with Singapore Airlines under its Administrative Officer programme. She had also worked in the Urban Redevelopment Authority of Singapore as a Property Research Officer from 1998 to 1999, where she was responsible for putting up recommendations for the annual Government Land Sales programme, as well as identifying prime commercial land parcels under this programme.

Ms Tham is a Chartered Financial Analyst and has a First Class Honours degree in Economics and a Bachelor of Arts (Merit) degree in Economics and Statistics from the National University of Singapore.

Ms Wong Kit Peng is the Asset Manager (Head) of the Manager. Prior to this, she was an Asset Manager of the Logistics Investments division of Mapletree Investments Pte Ltd.

Prior to joining Mapletree Investments Pte Ltd, Ms Wong was with Ascendas Land Pte Ltd from 1997 to 2003, where she was the Assistant Vice President of Marketing. In this role, she was responsible for the marketing and leasing of properties in the portfolio of Ascendas Real Estate Investment Trust.

Ms Wong has more than 15 years of experience working with a diverse range of tenants, including small and medium enterprises and multi-national corporations in relation to their business space requirements. Her experience as a corporate real estate/facilities manager overseas has seen her operating and managing marketing/sales operations in Taipei, Shanghai, Hong Kong, Shenzhen and Bangkok.

Ms Wong holds a Bachelor of Science (Honours) degree in Estate Management from the National University of Singapore.

Mr Chan Tuck Kay is an Asset Manager of the Manager. Before this, he was an Asset Manager with the Asset and Property Management division of Mapletree Investments Pte Ltd where he managed a portfolio of properties and developed strategies to enhance the physical value and financial yields of these properties for purposes of injecting them into MLT.

Prior to joining Mapletree Investments Pte Ltd in 2001, Mr Chan had been involved in the sale and leasing of commercial assets for Suntec City Development Pte Ltd from 1994 to 2000 as a Leasing Manager.

From 1982 to 1994, he was with United Overseas Bank Ltd in its Property Division where he was involved in the sourcing of suitable sites for development and in the appraising of investments. In this role, Mr Chan was also instrumental in providing inputs to the design of new projects from viewpoint of the end-user and was also involved in marketing the properties of United Overseas Bank Ltd, including UOB Plaza and BP Tower.

Mr Chan started his career at the IRAS where he handled property tax matters.

He holds a Bachelor of Science degree in Estate Management from the National University of Singapore as well as a Master of Arts in Marketing Management from the University of Hull. His other professional affiliations include degree membership of the Singapore Institute of Surveyors and Valuers, Marketing Institute of Singapore, Institute of Marketing (UK) and the Singapore Institute of Management.

Ms Ang Cheng Lang is an Asset Manager of the Manager. Prior to this, she was with JTC Corporation from 1997 to 2005 and oversaw the marketing, project and asset management of industrial properties. In 2002, she played a key role in setting up the Logistics Parks Development Department in JTC Corporation and was instrumental in the conceptualisation, development and marketing of the ALPS.

While she was with JTC Corporation, Ms Ang also led the conceptualisation and conversion of an office building, The Enterprise, into a conducive business centre for foreign small and medium enterprises venturing into Singapore for the first time. In addition, she played a key role in the development of Woodlands Spectrum, JTC Corporation's first mega stack-up factories development.

Ms Ang obtained a Bachelor of Science in Estate Management degree with Honours (2nd Upper) from the National University of Singapore and a Post-Graduate Diploma in Financial Management from the Singapore Institute of Management.

Ms Tan Hui Ling is a Property Executive of the Manager. Before this, she was with the Logistics Investments division of Mapletree Investments Pte Ltd, where she assessed the suitability of selected logistics assets for injection into MLT.

In addition to handling land leases and tenants, Ms Tan dealt with the property tax aspects of the properties owned by the Mapletree group of companies and devised strategies to enhance various industrial properties.

Prior to joining Mapletree Investments Pte Ltd, Ms Tan worked with Singapore Airlines Properties Pte Ltd, from 1999 to 2002 where she was mainly involved with matters pertaining to the leases of the Singapore Airlines group of companies in the Changi area and administering of leases of properties owned or leased by Singapore Airlines in America, North Asia and South East Asia.

Ms Tan graduated with a Diploma in Building and Real Estate Management from Ngee Ann Polytechnic.

Mr Derek Ng Shiu Chung is the General Manager (PRC) of the Manager. Before joining Mapletree Investments Pte Ltd, he had over 12 years of real estate experience in the PRC, having been stationed in the PRC for 10 years as the Executive Director and head of the national business unit of DTZ Debenham Tie Leung. In this capacity, he managed nine of DTZ Debenham Tie Leung's PRC offices, namely in Shanghai, Hangzhou, Beijing, Tianjin, Dalian, Chongqing, Chengdu, Guangzhou and Shenzhen, where he was involved in corporate client and investment businesses.

Mr Ng holds a Bachelor of Science Degree in Surveying from the University of Hong Kong. He also has a Master of Business Administration from Peking University's Guang Hua School of Management, the PRC.

Mr Quek Sze Kheng is the Deputy General Manager (Logistics Investments) (PRC) of the Manager. Prior to this, he was a Business Development Manager at Mapletree Investments Pte Ltd where he was responsible for sourcing and evaluating suitable assets locally and overseas to be included in MLT.

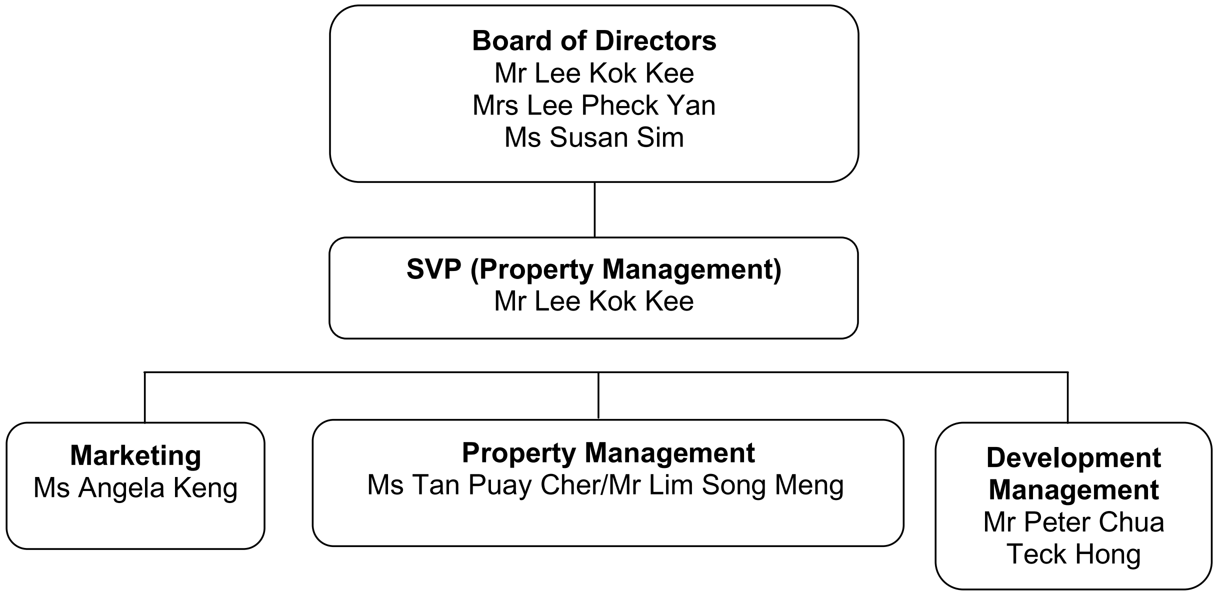
Prior to joining Mapletree Investments Pte Ltd in 2004, Mr Quek served as a Senior Business Development Manager at Ascendas Land (Singapore) Pte Ltd, where he was involved in assessing and evaluating the acquisition of properties as well as the negotiating and structuring of build and lease deals for customers in Singapore, China and the Philippines.

Mr Quek had also worked as a Senior Quantity Surveyor in JTC International Pte Ltd (now Ascendas Pte Ltd) between 1997 and 2004 and as a Contract Manager in the Ministry of Defence's Land and Estate Organisation between 1989 and 1997.

Mr Quek graduated with Honours (2nd Upper) from the National University of Singapore with a Bachelor of Science in Estate Management. He also holds a Master of Business Administration majoring in accounting from the Nanyang Technological University.

A list of the present and past principal directorships of those executive officers of the Manager who held appointments as directors over the last five years preceding 30 April 2005 is set out in Appendix VIII, "List of Present and Past Principal Directorships of Directors and Executive Officers".

Management Reporting Structure of the Property Manager



Directors and Executive Officers of the Property Manager

Mapletree Property Management Pte. Ltd. has been appointed as the property manager of MLT. Information on the working experience of the Executive Officers of the Property Manager is set out below:

Mr Lee Kok Kee is the Senior Vice President (Property Management) of the Property Manager. He is also concurrently the Senior Vice President of the Asset and Property Management division of Mapletree Investments Pte Ltd.

Prior to joining Mapletree Investments Pte Ltd in September 2004, Mr Lee was with Exel Singapore Pte Ltd. He joined Exel Singapore Pte Ltd as its Regional Corporate Account Manager in 1997 and was promoted to the position of General Manager of Logistics Solutions for South East Asia in 1999. As the General Manager of Logistics Solutions, he was responsible for developing and managing the logistics operations of Exel Singapore Pte Ltd in Singapore, Malaysia, Indonesia and Brunei.

Mr Lee has more than 17 years of experience in the logistics industry, having begun his career with Hewlett Packard Pte Ltd in 1984 where he eventually became its Physical Distribution Manager for the Asia-Pacific, Personal Computer Division in 1993.

Mr Lee holds a Bachelor of Business degree, majoring in transport and logistics management, from the Royal Melbourne Institute of Technology.

Mrs Lee Pheck Yan is concurrently the Senior Vice President of Development Management at Mapletree Investments Pte Ltd, where she oversees the development management, project management and contract procurement of the Mapletree group's properties.

Prior to joining Mapletree Investments Pte Ltd, she was the Executive Director of Equus Holdings Pte Ltd. In this capacity, she was responsible for the property portfolios of Equus and the Cathay group of companies.

Mrs Lee also served as General Manager of United Engineers Developments Pte Ltd, where she oversaw the marketing, leasing and development management of the UE Square, ParkAvenue Suites Serviced Apartments and UE Tech Park projects.

She started her career with the Housing Development Board as an architect and town planner. Mrs Lee has more than 20 years of experience in developing and managing a range of large scale public and private real estate projects ranging from commercial, residential, serviced apartments to industrial properties.

Mrs Lee, a registered architect, holds a Bachelor of Architecture degree from the National University of Singapore which she obtained under a Merit Scholarship from the Singapore Government. She also holds a Diploma in Business Administration and a Master of Science from the National University of Singapore.

Ms Susan Sim is concurrently the Senior Vice President of Marketing at Mapletree Investments Pte Ltd. Prior to joining Mapletree Investments Pte Ltd, she was the Director of Marketing at DBS Land Limited, now CapitaLand Limited. She has extensive experience in conceptualising and developing retail centres both in Singapore and in the Asia-Pacific region, notably, Indonesia and PRC. One of her achievements included the successful conceptualisation and launch of Clarke Quay.

Prior to joining the real estate industry, Ms Sim had worked in the information technology and travel industries. She began her career at the Singapore Tourism Promotion Board (now Singapore Tourism Board) as a Senior Convention Officer in April 1985, where she was instrumental in coordinating the Miss Universe Pageant held in Singapore in 1987.

Ms Sim holds a Bachelor of Science (Honours) from the University of Southern Illinois.

Ms Angela Keng is concurrently the Marketing Manager with Mapletree Investments Pte Ltd. Her key responsibilities include overseeing the marketing and leasing of the logistics assets under the portfolio of MLT.

Ms Keng previously served as the Senior Manager of the Tenant Representation Group with property consultants Jones Lang LaSalle where she advised corporations on their real estate planning and implementation of processes which included drawing up master plans and conducting strategic review of assets.

Prior to that, Ms Keng was an Assistant Manager with CapitaLand Commercial Limited where she worked closely with major property consultants and corporations on acquisition and renewal of office space under CapitaLand Limited's commercial portfolio.

Ms Keng obtained a Bachelor of Arts, majoring in Economics and Sociology from the National University of Singapore. She also holds a Master of Business Administration, majoring in Marketing from City University, State of Washington.

Ms Tan Puay Cher is concurrently the Assistant Manager of Property and Leasing Management of Mapletree Investments Pte Ltd and is responsible for the overall operations of the portfolio of MLT. Ms Tan works closely with the Asset Managers of the Manager to achieve targeted objectives for MLT.

Prior to joining Mapletree Investments Pte Ltd, Ms Tan held various property management related positions with property consultants such as Premas International Limited, Chambers Property Management Pte Ltd and Jones Lang LaSalle. Her scope of property management experience includes handling property management issues and formulating and implementing new work processes to enhance efficiency and tenants' relationship.

Among the industrial properties which Ms Tan was actively involved in are Technopark@Chai Chee, Corporation Place and Ubi Techpark.

Ms Tan holds a Bachelor of Science (Estate Management) (Honours) degree from the National University of Singapore and a Master of Business Administration from the University of Nottingham.

Mr Lim Song Meng is concurrently Security Manager for Mapletree Investments Pte Ltd. He is responsible for overall security strategy and operations in Mapletree Investments Pte Ltd's portfolio of properties.

Prior to joining Mapletree Investments Pte Ltd, Mr Lim was security manager for Maxtor Peripherals (S) Pte Ltd, a leading disk drive manufacturer. He was responsible for security and loss prevention in the company's manufacturing facilities in Singapore and Suzhou as well as its supply chain in Asia. Before joining Maxtor Peripherals (S) Pte Ltd, Mr Lim was security manager for DFS Venture (Singapore) Pte Ltd, a leading retailer in Singapore. He started his career with the Singapore Police Force and his last posting was Head Operations & Training of Geylang Police Division.

Mr Lim holds a Bachelor of Business Administration (Honours) degree from the National University of Singapore.

Mr Albert Yow is concurrently a Property Executive of Mapletree Investments Pte Ltd. In this capacity he plans, procures, formulates and oversees maintenance programmes for MLT's properties.

Prior to joining Mapletree Investments Pte Ltd, Mr Yow held the position of Building Manager at CPG FM Ltd where he was responsible for all maintenance related issues for industrial buildings.

Mr Yow graduated with a Diploma in Materials Engineering from Singapore Polytechnic and is a qualified Fire Safety Manager registered with Fire Safety Bureau. He is currently pursuing a Bachelor of Business Administration degree at the University of South Australia.

Mr Peter Chua Teck Hong has been the Project Manager with the Development Management division of Mapletree Investments Pte Ltd since 2002. Concurrently, he oversees the management of asset enhancement projects in respect of MLT's properties.

Prior to joining Mapletree Investments Pte Ltd, Mr Chua was a practising architect with RDC Architects from 1977 to 1986 and with Wong & Ouyang & Associates up to 1998. He was a partner with Akitek Regional until 2002.

The projects that he was involved in include Wheelock Place and Cisco's headquarters in Singapore, the Holiday Inn Hotels in Penang and Jakarta, the Holiday Plaza/Holiday Inn in Johor Bahru, the Bank Bumi Daya headquarters in Jakarta and the Liberty Plaza in Sri Lanka.

Mr Peter Chua holds a Bachelor of Architecture degree from the National University of Singapore.

Roles and Responsibilities of the Manager

The Manager has general powers of management over the assets of MLT. The Manager's main responsibility is to manage MLT's assets and liabilities for the benefit of Unitholders.

The Manager will set the strategic direction of MLT and give recommendations to the Trustee on the acquisition, divestment or enhancement of assets of MLT in accordance with its stated investment strategy.

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 and to ensure that the business of MLT is carried on and conducted in a proper and efficient manner and to conduct all transactions with or for MLT at arm's length.

Further, the Manager will prepare asset management plans on a regular basis, which may contain proposals and forecasts on net income, capital expenditure, sales and valuations, explanations of major variances to previous forecasts, written commentaries on key issues and any relevant assumptions. The purpose of these plans is to explain the performance of MLT's properties.

The Manager will also be responsible for ensuring compliance with the applicable provisions of the SFA and all other relevant legislation, the Listing Manual, the CIS Code (including the Property Funds Guidelines), the Trust Deed, the Tax Ruling and all relevant contracts. The Manager will be responsible for all regular communications with Unitholders.

The Manager may require the Trustee to borrow on behalf of MLT (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, among other things, that such borrowings are necessary or desirable in order to enable MLT to meet any liabilities or to finance the acquisition of any property. However, the Manager must not direct the Trustee to incur a borrowing if to do so would mean that MLT's total borrowings exceed 35.0% of the value of its Deposited Property (or such other limit as may be stipulated by the MAS, including in the Property Funds Guidelines) immediately prior to the time the borrowing is incurred.

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 the 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 MLT 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.

Management Fees

The Manager is entitled under the Trust Deed to the following management fees:

- a Base Fee of 0.5% per annum of the value of the Deposited Property; and
- a Performance Fee of 3.6% per annum of the Net Property Income in the relevant financial year (calculated before accounting for the Performance Fee in that financial year).

The management fees are payable to the Manager in the form of cash and/or Units (as the Manager may elect). Any portion of management fees payable in the form of Units shall be payable quarterly in arrears and any portion of management fees payable in cash shall be payable monthly in arrears. When management fees are payable in the form of Units, the Manager shall be entitled to receive such number of Units as may be purchased with the relevant amount of the management fees at an issue price equivalent to the ''market price'', *i.e.* the volume weighted average price per Unit for all trades on the SGX-ST, in the ordinary course of trading, for the last 10 Business Days of the relevant period in which the management fees accrue. Units issued to the Manager in payment of its management fees are equally entitled to receive distributions as with all other Units. Subject to the Manager's undertaking to the MAS not to deal in the Units during certain specified periods (see ''— Corporate Governance of the Manager'' for further details), the Manager may sell any Units issued in payment of its management fees and is entitled to keep any gains made on such sale.

The Manager currently intends to take its management fees entirely in cash and will make an announcement if it subsequently elects otherwise.

Any increase in the rate or any change in the structure of the Manager's management fees must be approved by an Extraordinary Resolution of Unitholders passed at a Unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed.

The Manager is also entitled to:

- 1.0% of the acquisition price of real estate or real estate-related assets acquired directly or indirectly through one or more special purpose vehicles, pro-rated if applicable to the proportion of MLT's interest. For the purposes of this acquisition fee, real estate-related assets include all classes and types of securities relating to real estate; and
- 0.5% of the sale price of real estate or real estate-related assets disposed, pro-rated if applicable to the proportion of MLT's interest. For the purposes of this disposal fee, real estate-related assets include all classes and types of securities relating to real estate.

The acquisition fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect, such election to be irrevocable and made prior to the payment of the acquisition fee). The acquisition fee is payable as soon as practicable after completion of the relevant acquisition. When some or all of the acquisition fee is payable in the form of Units, the Manager shall be entitled to receive such number of Units as may be purchased for the relevant amount of the acquisition fee at:

- where Units are also issued to finance or part finance the acquisition in respect of which the Manager's acquisition fee is payable, the issue price of such other Units; or
- where Units are not issued to finance or part finance the acquisition in respect of which the Manager's acquisition fee is payable, an issue price per Unit equivalent to the volume weighted average price per Unit for all trades on the SGX-ST, in the ordinary course of trading, for the 10 Business Days immediately preceding the issue of such Units.

No acquisition fee is payable for the acquisition of the Properties.

The disposal fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect, such election to be irrevocable and made prior to the payment of the disposal fee). The disposal fee is payable as soon as practicable after completion of the disposal. When some or all of the disposal fee is payable in the form of Units, the Manager shall be entitled to receive such number of Units as may be purchased for the relevant amount of the disposal fee at an issue price per Unit equivalent to the volume weighted average price per Unit for all trades on the SGX-ST, in the ordinary course of trading, for the 10 Business Days immediately preceding the issue of such Units.

Any payment to third party agents or brokers in connection with the acquisition or divestment of any real estate of MLT shall be paid by the Manager to such persons out of the acquisition fee or the disposal fee received by the Manager, and not additionally out of the Deposited Property of MLT.

Any increase in the maximum permitted level of the Manager's acquisition fee or disposal fee must be approved by an Extraordinary Resolution of Unitholders passed at a Unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed.

Annual Reports

An annual report will be issued by the Manager to Unitholders within three months from the end of each accounting period of MLT, containing, among other things, the following key items:

(i) details of all real estate transactions entered into during the accounting period;

(ii) details of MLT's real estate assets;

(iii) if applicable, with respect to investments other than real property:

  (a) a brief description of the business;

  (b) proportion of share capital owned;

  (c) cost;

  (d) (if relevant) Directors' valuation and in the case of listed investments, market value;

  (e) dividends received during the year (indicating any interim dividends);

  (f) dividend cover or underlying earnings;

  (g) any extraordinary items; and

  (h) net assets attributable to investments;

(iv) cost of each property held by MLT;

(v) annual valuation of each property of MLT;

(vi) analysis of provision for diminution in value of each property of MLT (to the extent possible);

(vii) occupancy rates for each property of MLT;

(viii) remaining term for each of MLT's leasehold properties;

(ix) amount of distributable income held pending distribution;

(x) details of assets other than real estate;

(xi) details of MLT's exposure to derivatives;

(xii) details of MLT's investments in other property funds;

(xiii) details of borrowings by the Trustee and other financial accommodation to the Trustee in relation to MLT;

(xiv) value of the Deposited Property and the net asset value of MLT at the beginning and end of the financial year under review;

(xv) the prices at which the Units were quoted at the beginning and end of the accounting period, and the highest and lowest prices at which the Units were traded on the SGX-ST during the accounting period;

(xvi) volume of trade in the Units during the accounting period;

(xvii) the aggregate value of all transactions entered into by the Trustee (for and on behalf of MLT) with an "interested party" (as defined in the Property Funds Guidelines) or with an "interested person" (as defined in the Listing Manual) during the financial year under review;

(xviii) total operating expenses of MLT in respect of the accounting period, including expenses paid to the Manager and interested parties (if any) and the Trustee, and taxation incurred in relation to MLT's properties;

(xix) historical performance of MLT, including rental income obtained and occupancy rates for each property in respect of the accounting period and other various periods of time (*e.g.* one-year, three-year, five-year or 10-year) and any distributions made;

(xx) total amount of fees paid to the Trustee;

(xxi) name of the manager of MLT, together with an indication of the terms and duration of its appointment and the basis of its remuneration;

(xxii) total amount of fees paid to the Manager and the price(s) at which they were issued in part payment thereof;

(xxiii) total amount of fees paid to the Property Manager;

(xxiv) an analysis of realised and unrealised surpluses or losses, stating separately profits and losses as between listed and unlisted investments, if applicable; and

(xxv) any extraordinary items.

The first report will cover the period from the Listing Date to 31 December 2005.

Additionally, MLT will announce its net asset value on a quarterly basis. Such announcements will be based on the latest available valuation of MLT's real estate and real estate-related assets, which will be conducted at least once a year (as required under the Property Funds Guidelines). The first such valuation will be conducted by 31 December 2005.

Retirement or Removal of the Manager

The Manager shall have the power to retire in favour of a corporation approved by the Trustee to act as the manager of MLT.

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 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 fails or neglects after reasonable notice from the Trustee to carry out or satisfy any material obligation imposed on the Manager by the Trust Deed;
- the Unitholders, by a resolution duly passed by a majority consisting of 75.0% or more of the total number of votes represented by all the Units in issue entitled to vote on the matter (a "Special Extraordinary Resolution") at a Unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed, shall so decide;
- for good and sufficient reason, the Trustee is of the opinion, and so states in writing, that a change of the 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. Any decision made pursuant to such arbitration proceedings is binding upon the Manager, the Trustee and all Unitholders.

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 MLT. All Board members participate in matters relating to corporate governance, business operations and risks, financial performance and the nomination and review of the performance of Directors. The Board has established a framework for the management of the Manager and MLT, including a system of internal control and a business risk management process. The Board consists of eight members, five of whom are Independent Directors. None of the Directors has entered into any service contract directly with MLT.

The composition of the Board is determined using the following principles:

- the Chairman of the Board should be a non-executive Director;
- the Board should comprise Directors with a broad range of commercial experience including expertise in fund management and the property industry; and
- at least one-third of the Board should comprise Independent Directors.

The composition of the Board will be reviewed regularly to ensure that the Board has the appropriate mix of expertise and experience.

Audit Committee

The Audit Committee is appointed by the Board from among the Directors and is composed of three members, a majority of whom (including the Chairman of the Audit Committee) are required to be Independent Directors. As at the date of this Prospectus, the members of the Audit Committee are Mr Ng Quek Peng, Mr Paul Ma Kah Woh and Mr Cheah Kim Teck, all of whom are Independent Directors. Mr Ng Quek Peng has been appointed as the Chairman of the Audit Committee. The role of the Audit Committee is to monitor and evaluate the effectiveness of the Manager's internal controls. The Audit 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 Committee's responsibilities also include:

- 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;
- monitoring the procedures in place to ensure compliance with applicable legislation, the Listing Manual and the Property Funds Guidelines;
- reviewing the financial statements of MLT and the internal audit report; and
- monitoring the procedures established to regulate Related Party Transactions, including ensuring compliance with the provisions of the Listing Manual relating to "interested person transactions" (as defined therein) and the provisions of the Property Funds Guidelines relating to "interested party transactions" (as defined therein) (both such types of transactions constituting "Related Party Transactions").

Dealings in Units

The Trust Deed requires each Director to give notice to the Manager of his acquisition of Units or of changes in the number of Units which he holds or in which he 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 he holds or in which he has an interest. (See "The Formation and Structure of Mapletree Logistics Trust — Directors' Declaration of Unitholdings".)

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 MLT's annual and semi-annual results and (where applicable) property valuations and two weeks before the public announcement of MLT'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.

In addition, the Manager has given an undertaking to the MAS that it will announce to the SGX-ST the particulars of its holdings in the Units and any changes thereto within two Business Days after the date on which it acquires or disposes of any Units, as the case may be. The Manager has also undertaken that it will not deal in the Units in the period commencing one month before the public announcement of MLT's annual and semi-annual results and (where applicable) property valuations and two weeks before the public announcement of MLT's quarterly results, and ending on the date of announcement of the relevant results or, as the case may be, property valuations.

Management of Business Risk

The Board will meet quarterly or more often if necessary and will review the financial performance of the Manager and MLT against a previously approved budget. The Board will also review the business risks of MLT, examine liability management and will act upon any comments from the auditors of MLT.

The Manager has appointed experienced and well-qualified management personnel to handle the day-to-day operations of the Manager and MLT. In assessing business risk, the Board will consider the economic environment and risks relevant to the property industry. It reviews management reports and feasibility studies on individual development projects prior to approving major transactions. The management meets regularly to review the operations of the Manager and MLT and discuss any disclosure issues.

Conflicts of Interest

The Manager has instituted the following procedures to deal with conflicts of interest issues:

- The Manager will not manage any other real estate investment trust which invests in the same type of properties as MLT.

- All executive officers will be employed by the Manager. For operational reasons, Mr Derek Ng Shiu Chung has been seconded to a PRC-incorporated subsidiary of the Sponsor and is based in the PRC to seek logistics properties for potential acquisition by MLT. To mitigate any potential conflict of interests, as part of the terms of his secondment, Mr Ng shall undertake to report to the Manager and not the Sponsor during the period of secondment, and shall owe his duties and obligations to the Manager as well as act in the best interests of MLT. To further align Mr Ng's interests with that of MLT, his remuneration by the Sponsor's subsidiary shall be reimbursed by the Manager. Additionally, Mr Ng will be required to make regular reports to the Manager on properties in the PRC he identifies as being suitable for acquisition by MLT.

- All resolutions of the Directors in relation to matters concerning MLT must be approved by a majority of the Directors, including at least one Independent Director.

- At least one-third of the Board shall comprise Independent Directors.

- In respect of matters in which the Sponsor and/or its subsidiaries have an interest, direct or indirect, any nominees appointed by the Sponsor and/or its subsidiaries to the Board to represent its/their interests will abstain from voting. In such matters, the quorum must comprise a majority of the Independent Directors and must exclude nominee Directors of the Sponsor and/or its subsidiaries.

- 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 MLT with a related party of the Manager, the Manager shall be obliged to consult with a reputable law firm (acceptable to the Trustee) which shall provide legal advice on the matter. If the said law firm is of the opinion that the Trustee, on behalf of MLT, 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. The 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 MLT with a related party of the Manager and the Trustee may take such action as it deems necessary to protect the rights of Unitholders and/or which is in the interests of 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.

Related Party Transactions

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 MLT and the Unitholders. As a general rule, the Manager must demonstrate to its Audit Committee that such transactions satisfy the foregoing criteria, which may entail obtaining (where practicable) quotations from parties unrelated to the Manager, or obtaining one or more valuations from independent professional valuers (in accordance with the Property Funds Guidelines).

The Manager will maintain a register to record all Related Party Transactions which are entered into by MLT and the bases, including any quotations from unrelated parties and independent valuations obtained to support such bases, 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 MLT. The Audit 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. In addition, the Trustee will also have the right to review such audit reports to ascertain that the Property Fund Guidelines have been complied with. Further, the following procedures will be undertaken:

- 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 MLT's net tangible assets will be subject to review by the Audit 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 MLT's net tangible assets will be subject to the review and prior approval of the Audit Committee. Such approval shall only be given if the transactions are on normal commercial terms 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 MLT'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 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. Further, under the Listing Manual and the Property Funds Guidelines, such transactions would have to be approved by the Unitholders at a meeting of Unitholders.

Where matters concerning MLT relate to transactions entered into or to be entered into by the Trustee for and on behalf of MLT with a related party of the Manager (which would include relevant Associates thereof) or MLT, 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 MLT and the Unitholders, and are in accordance with all applicable requirements of the Property Funds Guidelines and/or the Listing Manual relating to the transaction in question. Further, 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 MLT. If the Trustee is to sign any contract with a related party of the Manager or MLT, the Trustee will review the contract to ensure that it complies with the requirements relating to interested party transactions in the Property Funds Guidelines (as may be amended from time to time) and the provisions of the Listing Manual relating to interested person 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 real estate investment trusts.

Save for the transactions described under "— Related Party Transaction in Connection with the Setting Up of MLT" and "— Exempted Agreements", MLT will comply with Rule 905 of the Listing Manual by announcing any interested person transaction in accordance with the Listing Manual if 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 MLT'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 MLT's annual report for the relevant financial year.

Role of the Audit Committee for Related Party Transactions

The Audit Committee will periodically review all Related Party Transactions to ensure compliance with the Manager's internal control system and with the relevant provisions of the Listing Manual as well as the Property Funds Guidelines. The review will include the examination of the nature of the transaction and its supporting documents or such other data deemed necessary to the Audit Committee.

If a member of the Audit 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.

Related Party Transactions in Connection with the Setting Up of MLT

The Trustee, on behalf of MLT, has entered into a number of transactions with the Manager and certain related parties of the Manager in connection with the setting up of MLT. These Related Party Transactions are as follows:

- The Trustee has entered into the Trust Deed with the Manager. The terms of the Trust Deed are generally described in ''The Formation and Structure of Mapletree Logistics Trust''.
- The Trustee and the Manager have entered into the Property Management Agreement with the Property Manager for the operation, maintenance, management and marketing of the Properties and all other properties in Singapore subsequently acquired by MLT. This agreement is more particularly described in ''Certain Agreements Relating to Mapletree Logistics Trust and the Properties — Property Management Agreement''.

  The Manager considers that the Property Manager has the necessary expertise and resources to perform the property management, lease management and marketing services for the Properties.

  Based on its experience, expertise and knowledge of contracts, the Manager believes that the Property Management Agreement was made on normal commercial terms and is not prejudicial to the interests of MLT and the Unitholders.
- On completion of the sale and purchase of 201 Keppel Road, the Trustee will enter into the Mapletree (Prima) Call Option Agreement pursuant to which the Trustee will grant to the Sponsor a call option to require the Trustee to sell 201 Keppel Road to the Sponsor (see ''Certain Agreements Relating to Mapletree Logistics Trust and the Properties — Mapletree (Prima) Call Option Agreement'').

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 MLT.

Exempted Agreements

The fees and charges payable by MLT to the Manager under the Trust Deed and to the Property Manager under the Property Management Agreement (collectively, the ''Exempted Agreements''), each of which constitutes 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 there is no subsequent change to the rates and/or bases of the fees charged thereunder which will adversely affect MLT. However, the renewal of such agreements will be subject to Rules 905 and 906 of the Listing Manual.

Future Related Party Transactions

As a real estate investment trust, MLT is regulated by the Property Funds Guidelines and the Listing Manual. The Property Funds Guidelines regulate, among other things, transactions entered into by the Trustee (for and on behalf of MLT) with an interested party relating to MLT's acquisition of assets from or sale of assets to an interested party, MLT'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 MLT's properties. Depending on the materiality of transactions entered into by MLT 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 Guidelines 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 Guidelines. Depending on the materiality of the transaction, MLT 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 real estate investment trusts.

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 leases and/or licence agreements to be entered into with interested persons, and 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 MLT and the Unitholders.

Both the Property Funds Guidelines and the Listing Manual requirements would have to be complied with in respect of a proposed transaction which is *prima facie* governed by both sets of rules. Where matters concerning MLT relate to transactions entered or to be entered into by the Trustee for and on behalf of MLT with a related party (either an ''interested party'' under the Property Funds Guidelines or an ''interested person'' under the Listing Manual) of the Manager or MLT, the Trustee is required to ensure that such transactions are conducted in accordance with applicable requirements of the Property Funds Guidelines and/or the Listing Manual relating to the transaction in question.

The Manager is not prohibited by either the Property Funds Guidelines 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 MLT) 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 MLT 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.

THE SPONSOR

The Sponsor, Mapletree Investments Pte Ltd, is a leading real estate company in Singapore with an asset base of approximately S$2.6 billion (as at 31 March 2005) comprising office, logistics, industrial, hi-tech industrial and retail/lifestyle properties. Its business philosophy is to shape new ways to deliver value to its stakeholders from real estate and related investments. It aims to be a strategic real estate partner providing real estate solutions, including capital management and quality property-related services and products, to its business partners. It is a wholly owned subsidiary of Temasek Holdings (Private) Limited.

The Sponsor's key focus areas are:

- development and management of logistics properties;
- development and rejuvenation of large, integrated, multi-use developments;
- development and management of real estate investment products; and
- provision of asset, property, lease and development management and property-related capital management services.

The Sponsor has a long-standing and close relationship with logistics and shipping companies and therefore, one of the Sponsor's key business focus is to develop and manage logistics properties in Singapore and in the Asia-Pacific region to support these logistics service providers. As these operators expand regionally, the Sponsor will endeavour to be their real estate partner to expand overseas with them. Apart from Singapore, the Sponsor has identified Malaysia, Hong Kong, the PRC, Vietnam, Thailand, India, Indonesia, the Philippines, South Korea and Japan as countries with good potential for growth in the logistics industry.

One priority of the Sponsor is to procure continuous growth for MLT through the provision of acquisition pipelines for properties both in Singapore and, wherever possible, the Asia-Pacific region. The Sponsor has made numerous inroads into Malaysia, Hong Kong and the PRC and is in the process of opening up other regional markets such as Vietnam, Thailand, India, Indonesia, the Philippines, South Korea and Japan. The Sponsor has established networks of relationships with clients, developers and government agencies in these countries as part of its strategy to expand its business in such countries. In pursuing its overseas strategy, the Sponsor has set up an overseas presence in Malaysia and the PRC and will continue to build up its operations in other countries.

The Sponsor's strategy is to "follow-the-client" to support them wherever they need real estate infrastructure so as to enable them to expand quickly and be asset-light. In this context, the Sponsor undertakes:

- sale and leaseback arrangements; and
- outright purchase of real estate which is used for logistics purposes.

For low yielding logistics properties with the potential for improvement through asset enhancement works and properties which are not suitable for direct purchase by MLT, *e.g.* because of timing issues, the Sponsor is prepared to purchase these assets first and then offer them to MLT subsequently.

To supplement the pipeline creation, in countries where the quality and quantity of logistics assets are not sufficient, the Sponsor will undertake the development, marketing and leasing of these assets. Once completed and leased, the Sponsor will offer these assets to MLT for consideration. Under this approach, the Sponsor will:

- undertake the development of build-to-suit logistics facilities where the Sponsor will build a particular facility according to the logistics service provider's building specifications and structure a leaseback arrangement for it; and

- undertake the development and management of logistics parks which will have both build-to-suit as well as multi-tenancy properties which are used for logistics purposes.

The Sponsor has received acceptances of its offers for and, in some cases completed the acquisitions of, 11 properties in Singapore, Malaysia and Hong Kong with approximately 160,000 sq m of total Lettable Area, all of which are expected to be available for potential future acquisition by MLT.

In addition, the Sponsor has granted a right of first refusal to MLT over future sales of logistics properties by any Mapletree Entity and logistics properties offered to any Mapletree Entity, for a period of five years from the Listing Date (for so long as the Manager remains the manager of MLT and the Sponsor and/or any of its related corporations remains a shareholder in the Manager). (See "Certain Agreements Relating to Mapletree Logistics Trust and the Properties — Right of First Refusal".)

The Sponsor will continue to support MLT by developing and warehousing assets that fit within MLT's investment strategy for asset enhancement or until yields become accretive.

MLT is well positioned to benefit from the Sponsor's regional presence and network.

THE FORMATION AND STRUCTURE OF MAPLETREE LOGISTICS TRUST

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 MLT. The Trust Deed is available for inspection at the registered office of the Manager located at 1 Maritime Square, #13-01 HarbourFront Centre, Singapore 099253.

Background

MLT was constituted as a private trust on 5 July 2004 under the Trust Deed, which was originally entered into between the Sponsor (as manager of the private trust) and Mapletree Trustee Pte. Ltd. (as trustee of the private trust). Mapletree Trustee Pte. Ltd. is a wholly owned subsidiary of the Sponsor. The private trust was established to acquire real estate assets which are wholly or partly used for logistics purposes with the intention that it would eventually be converted into a listed real estate investment trust. To this end, the Manager replaced the Sponsor as manager of MLT on 14 June 2005 and HSBC Institutional Trust Services (Singapore) Limited replaced Mapletree Trustee Pte. Ltd. as trustee of MLT on 24 June 2005. The Trust Deed was amended by a Supplemental Deed of Appointment and Retirement of Manager dated 14 June 2005, the Supplemental Deed of Appointment and Retirement of Trustee and an amending and restating deed (both dated 24 June 2005) to comply with the requirements of, among others, the MAS and the SGX-ST for a listed real estate investment trust.

The Trust Deed

MLT is a real estate investment trust constituted by the Trust Deed and is principally regulated by the SFA and the CIS Code (including the Property Funds Guidelines).

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.

The provisions of the SFA and the CIS Code (including the Property Funds Guidelines) prescribe certain terms of the Trust Deed and certain rights, duties and obligations of the Manager, the Trustee and the Unitholders under the Trust Deed. The Property Funds Guidelines also impose certain restrictions on real estate investment trusts in Singapore, including a restriction on the types of investments which real estate investment trusts in Singapore may hold, a general limit on their level of borrowings (up to a maximum of 35.0% of the value of their deposited property at the time the borrowing is incurred or unless such borrowing is permitted in accordance with the Property Funds Guidelines) and certain restrictions with respect to interested party transactions.

Operational Structure

MLT is established to invest in real estate and real estate-related assets and the Manager must manage MLT so that the principal investments of MLT 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 or real estate-related assets). The principal investment strategy of MLT is to invest, whether directly or indirectly, in a diversified portfolio of income-producing real estate which is used for logistics purposes, whether wholly or partially, in Singapore and elsewhere in the Asia-Pacific region, as well as real estate-related assets.

Generally, MLT's investment in the Asia-Pacific region will only be made where the Manager considers such investment to be yield accretive and feasible in the light of regulatory, commercial, political and other relevant considerations. Such investments may be by way of direct property ownership by MLT or indirectly through the ownership of companies or other legal entities whose primary purpose is to hold or own real estate or real estate-related assets.

MLT aims to generate returns for its Unitholders by owning, buying and actively managing such properties in line with its investment strategy (including by selling of any property that has reached a stage that offers only limited scope for growth).

Subject to the restrictions and requirements in the Property Funds Guidelines, the Listing Manual and the Tax Ruling, the Manager is also authorised under the Trust Deed to invest in investments other than real estate. Although the Manager may use certain financial derivative instruments for hedging purposes or efficient portfolio management provided that such financial derivative instruments are not used to gear MLT's overall investment portfolio or are intended to be borrowings of MLT, the Manager presently does not have any intention for MLT to invest in options, warrants, commodities, futures contracts and precious metals.

For further details of the investment objectives and policies of the Manager, see Clause 10 of the Trust Deed.

The Units and Unitholders

The rights and interests of Unitholders are set out in the Trust Deed. Under the Trust Deed, these rights and interests are safeguarded by the Trustee.

Each Unit represents an undivided interest in MLT. A Unitholder has no equitable or proprietary interest in the underlying assets of MLT and is not entitled to the transfer to it of any asset (or any part thereof) or of any real estate, any interest in any asset and real estate-related assets (or any part thereof) of MLT. A Unitholder's right is limited to the right to require due administration of MLT 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 it will not commence or pursue any action against the Trustee or the Manager seeking an order for specific performance or for injunctive relief in respect of the assets of MLT (or any part thereof), including all its Authorised Investments (as defined in the Trust Deed), and waives any rights it may otherwise have to such relief. If the Trustee or the Manager breaches or threatens to breach its duties or obligations to the 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.

Further, unless otherwise expressly provided in the Trust Deed, a Unitholder may not interfere or seek to interfere with the rights, powers, authority or discretion of the Manager or the Trustee, exercise any right in respect of the assets of MLT or any part thereof or lodge any caveat or other notice affecting the real estate assets and real estate-related assets of MLT (or any part thereof), or require that any Authorised Investments forming part of the assets of MLT 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 MLT is listed, quoted and traded on the SGX-ST and/or any other Recognised Stock Exchange and the Units have not been suspended from such listing, quotation and trading for more than 60 consecutive calendar days or de-listed permanently, the Manager shall pursuant to the Depository Services Agreement appoint CDP as the Unit depository for MLT, 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 lock-up and the expiry date of such lock-up 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.

Issue of Units

The following is a summary of the provisions of the Trust Deed relating to the issue of Units in MLT.

The Manager has the exclusive right to issue Units for the account of MLT. For so long as MLT is listed on the SGX-ST, the Manager may, subject to the provisions of the Listing Manual and the Trust Deed, issue further Units at Issue Prices to be determined in accordance with the following provisions:

(1) Units may be issued on a Business Day at the "market price" per Unit, which is the volume weighted average price per Unit for all trades on the SGX-ST, in the ordinary course of trading, for

the period of 10 Business Days immediately preceding the relevant Business Day or, where the Manager believes that such market price is not a fair reflection of the market price of a Unit, such 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.

(2) The Issue Price of a Unit for a rights issue offered on a *pro rata* basis to all existing Unitholders must not be less than 50.0% of the "market price" per Unit on the Business Day preceding the day on which the intention to make the offer or issue is announced. If required and not waived by the SGX-ST and MAS, any such rights entitlement must be tradable on the SGX-ST or the Recognised Stock Exchange on which MLT is listed. The Trustee must ensure that such a rights issue is made at a price that is in accordance with the terms specified in this sub-paragraph (2).

(3) The Issue Price of a Unit for any reinvestment of distribution arrangement under the Trust Deed must not be less than 90.0% of the "market price" of a Unit as at the Business Day immediately following the Record Date (as defined in the Trust Deed) for the determination of Unitholders' entitlements to distributions. The Trustee must ensure that such an issue is made at a price that is in accordance with the terms specified in this sub-paragraph (3).

(4) 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 must be determined in accordance with the conditions set out in sub-paragraphs (5), (6) or (7) below, as applicable.

(5) New Units may be issued, other than by way of a rights issue offered on a *pro rata* basis to all existing Unitholders, without the prior approval of Unitholders in a meeting of Unitholders if:

   (i) the issue (together with any other issue of Units other than by way of a rights issue offered on a *pro rata* basis to all existing Unitholders in the same financial year, including Units issued to the Manager in payment of the Manager's fees) would not, immediately after the issue, exceed 10.0% (or such other percentage as may, from time to time, be prescribed by the MAS) of the value of the Deposited Property (including the value of any property acquired or to be acquired by MLT, for which the new Units are issued), provided that the number of Units which would be represented by such percentage does not exceed the number of Units represented by 20.0% of the Units in issue (or such other percentage of the Units in issue as may, from time to time, be prescribed by SGX-ST); and

   (ii) if such an issue is made at a discount to the "market price", the discount does not exceed 5.0% or such other percentage as may, from time to time, be prescribed by the MAS.

(6) Where Units are listed, any issue of new Units exceeding any of the thresholds in sub-paragraphs (5)(i) and (ii) above will require specific prior approval of Unitholders by Extraordinary Resolution passed at a Unitholders' meeting duly convened and held by the Manager in accordance with the provisions of the Trust Deed. In addition, any issue of new Units, other than by way of a rights issue offered on a *pro rata* basis to all existing Unitholders, must comply with the following:

   (i) where no prior approval of Unitholders has been obtained for such issue, the Trustee must ensure that the conditions set out in sub-paragraphs (5)(i) and (ii) above are complied with; and

   (ii) unless otherwise permitted by the MAS in writing, the Trustee, the Manager and their respective related parties, the directors and immediate family members of the directors of the Trustee and the Manager may only participate in a private placement (which, for the avoidance of doubt, shall not include any issue of Units by way of a preferential offering of Units on a *pro rata* basis to all existing Unitholders or an offering of Units to the public through the Internet or the automated teller machines of participating banks which is carried out without preference to any particular group of investors) with prior specific approval of the Unitholders by Ordinary Resolution at a general meeting at which the person to whom the placement is to be made, its directors and immediate family members of those directors as well as its related corporations must, unless otherwise permitted by the MAS in writing, abstain from voting; and

   (iii) for the purposes of sub-paragraph (5) above and this sub-paragraph (6), "market price" shall mean the volume weighted average price for trades done on the SGX-ST on the day the placement agreement or equivalent agreement is signed. The volume weighted average price shall be calculated based on the trades done for a full market day, or if trading in the listed Units is not available for a full market day, the volume weighted average price shall be calculated based on the trades done on the preceding market day up to the time the placement agreement or equivalent agreement is signed.

(7) Where Units are issued as full or partial consideration for the acquisition of an investment by MLT in conjunction with an issue of Units pursuant to the provisions described in sub-paragraphs (2), (5) or (6) above to raise cash for the balance of the consideration for the said investment (or part thereof) or for acquiring other investments in conjunction with the said investment, the Manager shall have the discretion to determine that the issue price of Units so issued as consideration shall be the same as the issue price for the Units issued in conjunction therewith pursuant to the provisions described in sub-paragraphs (2), (5) or, as the case may be, (6) above.

In addition to the above provisions in the Trust Deed, the aggregate number of additional Units which MLT may issue without obtaining Unitholders' approval in every Prescribed Period shall not exceed 50.0% of the number of Units in issue as at the date of the commencement of the relevant Prescribed Period, of which the aggregate number of Units issued other than on a *pro rata* basis to existing Unitholders shall not exceed 20.0% of the number of Units in issue as at the said date. The first Prescribed Period will commence on the Listing Date and terminate on 31 December 2005.

If in connection with an issue of a Unit, any requisite payment of the Issue Price for such Unit has not been received by the Trustee before the seventh Business Day after the Unit was agreed to be issued (or such other date as the Manager and the Trustee may agree), the Manager may cancel its agreement to issue such Unit and upon notice being given to the Trustee, such Unit will be deemed never to have been issued or agreed to be issued. In such an event, the Manager may, at its discretion, charge the investor (and retain the same for its own account) (i) a cancellation fee of such amount as the Manager may from time to time determine to represent the administrative costs involved in processing the application for such Unit, and (ii) an amount (if any) by which the Issue Price of such Unit exceeds the repurchase price applying if such Unit was requested to have been repurchased or redeemed on the same day.

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, suspend the issue of Units during:

- 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 the Trustee (as the case may be), might seriously prejudice the interests of the Unitholders as a whole or the Deposited Property;
- any breakdown in the means of communication normally employed in determining the price of any assets of MLT or 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 MLT 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 MLT or in the payment for such asset of MLT 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;
- in relation to any general meeting of Unitholders, the 48-hour period before such general meeting or any adjournment thereof; or
- when the business operations of the Manager or the Trustee in relation to MLT are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

Such suspension shall take effect forthwith upon the declaration in writing thereof by the Manager or the Trustee (as the case may be) 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 the Trustee (as the case may be).

In the event of any suspension while MLT is listed on the SGX-ST, the Manager shall ensure that immediate announcement of such suspension is made through the SGX-ST.

Redemption of Units

When Units are Listed on the SGX-ST

Unitholders have no right to request the Manager to repurchase or redeem their Units while the Units are listed on the SGX-ST. It is intended that Unitholders may only deal in their listed Units through trading on the SGX-ST. However, under the Trust Deed, the Manager may decide to make any offer to repurchase or redeem Units (in which case the repurchase price shall be the Current Unit Value per Unit). In the event the Manager so decides, such repurchase or redemption must comply with the Property Funds Guidelines and the listing rules of the SGX-ST. Any offer of repurchase or redemption of Units shall be offered on a *pro rata* basis to all Unitholders.

The Manager may also, subject to the listing rules of the SGX-ST, suspend the repurchase or redemption of Units for any period when the issue of Units is suspended pursuant to the terms and conditions of the Trust Deed (see ''— Suspension of Issue of Units'').

When Listed Units are Suspended or De-listed

If the listed Units have been suspended from trading for at least 60 consecutive calendar days or de-listed from the SGX-ST, the Manager is required to offer to redeem the Units within 30 calendar days from the end of the 60 consecutive calendar days of such suspension or (as the case may be) de-listing. In offering such redemption, the Manager is required to offer to redeem Units representing in value at least 10.0% of the Deposited Property.

Should a trading suspension be lifted within 30 calendar days after the end of the 60 consecutive calendar days of such suspension or (as the case may be) de-listing, the Manager has the option to withdraw any redemption offer made. Should the trading suspension be lifted after the offer period to redeem has commenced, the Manager is required to satisfy all redemption requests which have been received prior to the date the trading suspension is lifted. The Manager will not be obliged to satisfy those redemption requests received after the date the trading suspension is lifted.

When Units are Suspended Indefinitely or Permanently De-listed

If MLT continues to be suspended indefinitely or has been permanently de-listed from the SGX-ST, the Manager is required to offer to redeem Units at least once a year after the first offer to redeem Units on a suspension or de-listing explained above has closed. In other words, MLT will then be treated as an unlisted property fund.

Redemption Procedures

The Manager will send an offer notice to Unitholders in the event of any offer to redeem the Units. Unitholders wishing to redeem will be asked to respond by sending a request for repurchase or redemption. Following receipt of such request for repurchase or redemption, the repurchase price for the Units that are the subject of the request shall be paid by the Manager to the Unitholder as soon as practicable (and as may be prescribed by the Property Funds Guidelines) after the date of the receipt of the request. The repurchase price shall be the Current Unit Value of the relevant Unit on the day the request is accepted by the Manager less the repurchase charge and an amount to adjust the resultant total downwards to the nearest whole cent. The repurchase charge is a charge upon the repurchase or redemption of a Unit of such amount as may from time to time be fixed by the Manager generally or in relation to any specific or class of transaction provided that it shall not exceed 2.0% (or such other percentage as the Manager and the Trustee may agree) of the repurchase price at the time the request for repurchase or redemption of the Unit is accepted by the Manager and that this charge shall not apply while the Units are listed, quoted and traded on the SGX-ST and/or any other Recognised Stock Exchange and the Units have not been suspended from such listing, quotation and trading for more than 60 consecutive calendar days or been permanently de-listed.

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 MLT; and
- participate in the termination of MLT by receiving a share of all net cash proceeds derived from the realisation of the assets of MLT less any liabilities, in accordance with their proportionate interests in MLT.

No Unitholder has a right to require that any asset of MLT be transferred to him.

Further, Unitholders cannot give any directions to the Trustee or the Manager (whether at a meeting of Unitholders or otherwise) if it would require the Trustee or the Manager to do or omit doing anything which may result in:

- MLT ceasing to comply with 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 either or both of the Trustee and the Manager.

The Trust Deed contains provisions that limit the liability of a Unitholder to the amount paid or payable for any Unit. 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 MLT in the event that the liabilities of MLT exceed its assets.

Under the Trust Deed, every Unit carries the same voting rights.

Amendment of the Trust Deed

Subject to the third paragraph below, save where an amendment to the Trust Deed has been approved by an Extraordinary Resolution passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed, no amendment may be made to the provisions 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); or
- is made 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.

Meeting of Unitholders

Under applicable law and the provisions of the Trust Deed, MLT will not hold any meetings for Unitholders unless the Trustee or the Manager convenes a meeting or unless not less than 50 Unitholders or one tenth in number of Unitholders (whichever is the lesser) requests a meeting to be convened.

A meeting of Unitholders when convened may:

- by Extraordinary Resolution and in accordance with 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;
- by Extraordinary Resolution and in accordance with the Trust Deed, sanction a supplemental deed increasing the maximum permitted limit or any change in the structure of the Manager's management fees, acquisition fee and disposal fee and the Trustee's fee;
- by Extraordinary Resolution and in accordance with the Trust Deed, sanction any issue of Units by the Manager other than by way of an issue of Units as described in sub-paragraphs (2) to (6) of "The Formation and Structure of Mapletree Logistics Trust — Issue of Units";

- by Extraordinary Resolution and in accordance with the Trust Deed, remove the auditors;
- by Extraordinary Resolution and in accordance with the Trust Deed, remove the Trustee;
- by Special Extraordinary Resolution and in accordance with the Trust Deed, remove the Manager; and
- by Extraordinary Resolution and in accordance with the Trust Deed, direct the Trustee to take any action pursuant to Section 295 of the SFA.

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, 14 days' notice at the least (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. The quorum at a meeting shall not be less than two Unitholders present in person or by proxy of one-tenth in value of all the Units for the time being in issue. Each notice shall specify the place, day and hour of the meeting, and the terms of the resolutions to be proposed, and each such notice may, in general, be given by advertisement in the daily press and in writing to each stock exchange on which MLT is listed. 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.

Voting at a meeting shall be by a show of hands unless a poll is demanded by the chairman of the meeting, or by five or more Unitholders present in person or by proxy, or holding or representing one tenth in value of all the Units represented at the meeting. Unitholders do not have different voting rights on account of the number of votes held by a particular Unitholder. On a show of hands, every Unitholder has one vote. 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.

Neither the Manager nor any of its 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 or any of its Associates has a material interest.

And for so long as the Manager is the manager of MLT, the controlling shareholders (as defined in the Listing Manual) 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.

Substantial Holdings

Under Section 137B of the Securities and Futures Act, Substantial Unitholders will be required to notify the Trustee of their deemed and direct holdings and any subsequent change in the percentage level of such holdings (rounded down to the next whole number) or their ceasing to hold 5.0% or more of the total number of Units within two Business Days of acquiring such holdings or of such changes or such cessation.

Under Section 137A of the Securities and Futures Act, Substantial Unitholders must also, within the same time limit, submit such notifications to the SGX-ST.

Failure to comply with either Section 137A or Section 137B of the Securities and Futures Act constitutes an offence and will render a Substantial Unitholder liable to a fine on conviction.

Directors' Declaration of Unitholdings

Under the Trust Deed, the Directors are required to give notice to the Manager of their acquisition of Units or of changes to the number of Units which they hold or in which they have 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 they hold or in which they have an interest, as applicable. Upon such notification, the Manager will promptly announce such interests or changes to the SGX-ST.

A Director is deemed to have an interest in Units in the following circumstances:

- Where the Director is the beneficial owner of a Unit (whether directly through a direct Securities Account or indirectly through a depository agent or otherwise), he is deemed to have an interest in that Unit.
- Where a body corporate is the beneficial owner of a Unit and the Director 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, he is deemed to have interest in that Unit.
- Where the Director's spouse or infant child (including step-child and adopted child) has any interest in a Unit, he is deemed to have an interest in that Unit.
- Where the Director, his spouse or infant child (including step-child and adopted child):
  - — 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,

  the Director is deemed to have an interest in that Unit.
- Where the property subject to a trust consists of or includes a Unit and the Director 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, he is deemed to have an interest in that Unit.

The Trustee

The trustee of MLT is HSBC Institutional Trust Services (Singapore) Limited. The Trustee is a company incorporated in Singapore and registered as a trust company under the Trust Companies Act, Chapter 336 of Singapore. It is approved to act as a trustee for authorised collective investment schemes under the SFA. The Trustee has a paid-up capital of S$5,150,000. The Trustee has a place of business in Singapore at 21 Collyer Quay, #14-01 HSBC Building, Singapore 049320.

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 MLT 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 MLT with a related party of the Manager or MLT are conducted on normal commercial terms, are not prejudicial to the interests of MLT and the Unitholders, and in accordance with all applicable requirements under the Property Funds Guidelines and/or the Listing Manual relating to the transaction in question;
- holding the assets of MLT 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 MLT.

The Trustee has covenanted in the Trust Deed that it will exercise all due 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 and 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, including a related party of the Manager, in relation to the management, development, leasing, purchase or sale of any of real estate assets and real estate-related assets.

Although the Trustee may borrow money and obtain other financial accommodation for the purposes of MLT, both on a secured and unsecured basis, the Manager must not direct the Trustee to incur a liability if to do so would mean that total liabilities of MLT exceed 35.0% (or such other limit as may be stipulated by the MAS) of the value of its Deposited Property in accordance with the provisions of the Property Funds Guidelines.

The Trustee must carry out its functions and duties and comply with all the obligations imposed on it and set out in the Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Guidelines), the Tax Ruling and all other relevant laws. It must retain MLT's assets, or cause MLT's assets to be retained, in safe custody and cause MLT's accounts to be audited. It can appoint valuers to value the real estate assets and real estate-related assets of MLT.

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 duty or breach of trust. Any liability incurred and any indemnity to be given by the Trustee shall be limited to the assets of MLT over which the Trustee has recourse, provided that the Trustee has acted without fraud, gross negligence, wilful default, breach of trust or breach of the Trust Deed. The Trust Deed contains certain indemnities in favour of the Trustee under which it will be indemnified out of the assets of MLT 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 fails or neglects after reasonable notice from the Manager to carry out or satisfy any material obligation imposed on the Trustee by the Trust Deed;
    - 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

Under the Trust Deed, the maximum fee payable to the Trustee is 0.1% per annum of the value of the Deposited Property, subject to a minimum of S$10,000 per month, excluding out-of-pocket expenses and GST. In addition, MLT will pay the Trustee a one-time inception fee of S$10,000. The actual fee payable to the Trustee will be determined between the Manager and the Trustee from time to time. The Trustee's fee is presently charged on a scaled basis of up to 0.03% per annum of the value of the Deposited Property.

The Trustee's fee will be subject to annual review commencing on the first anniversary of the Listing Date.

Any increase in the maximum permitted amount or any change in the structure of the Trustee's fee must be passed by an Extraordinary Resolution of Unitholders at a Unitholders' meeting convened and held in accordance with the provisions of the Trust Deed.

Termination of MLT

Under the provisions of the Trust Deed, the duration of MLT shall end on the earliest of:

- the date 20 years after the date of the death of the last survivor of all the lineal descendents male and female of his late Majesty King George VI of England living on 5 July 2004;
- the date on which MLT is terminated by the Manager in such circumstances as set out under the provisions of the Trust Deed, as described below; and
- the date on which MLT 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 MLT by giving notice in writing to all Unitholders 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 to continue MLT;
- if the net asset value of the Deposited Property shall be less than S$50,000,000 after the end of the first anniversary of the date of the Trust Deed or any time thereafter; and
- if at any time MLT becomes unlisted after it has been listed.

Subject to the SFA and any other applicable law or regulation, MLT may be terminated by the Trustee by notice in writing in any of the following circumstances, namely:

- 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 to continue MLT; and
- 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 MLT pursuant to the paragraph above or otherwise. The Manager shall accept the decision of the Trustee and relieve the Trustee of any liability to it therefor and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

Generally, upon the termination of MLT, the Trustee shall, subject to any authorisations or directions given to it by the Manager or the Unitholders pursuant to the Trust Deed, sell the Deposited Property and repay any borrowings incurred on behalf of MLT 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 MLT before distributing the balance of the Deposited Property to the Unitholders in accordance with their proportionate interests in MLT.

Possible Changes to the Regulatory Regime

The MAS issued a consultation paper entitled "Review of the Regulatory Regime Governing REITs" in June 2005 in which it sought views on certain proposed changes to the regulatory regime for real estate investment trusts in Singapore. The consultation paper can currently be viewed on the MAS website: http//www.mas.gov.sg.

As at the date of this Prospectus, it is not known whether the MAS will implement any of the proposed changes and, if implemented, whether the changes will take the form set out in the consultation paper.

CERTAIN AGREEMENTS RELATING TO MAPLETREE LOGISTICS TRUST 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 MLT. The agreements are available for inspection at the registered office of the Manager at 1 Maritime Square, #13-01 HarbourFront Centre, Singapore 099253 for a period of six months from the date of this Prospectus.

- ***FTZ Third Party Logistics Properties***

61 Alps Avenue

A State Lease No. 25081 was issued by the President of the Republic of Singapore, as lessor, in favour of Jurong Town Corporation (''JTC''), as lessee, in respect of the Property for a term of 99 years commencing from 21 September 2001.

Principal terms of State Lease No. 25081 include, *inter alia*, the following:

- JTC must surrender free to the Government such portions of the land as may be required in future for roads and drainage;
- JTC must surrender to the Government such portions of the land which may be required for any public purpose or which are not required for the purpose specified in the State Lease (*i.e.* for light industry development) at the alienation cost plus interest;
- upon final survey, if the actual land area is found to be different from the contractual land area by more than 1.0%, JTC must purchase or surrender (as the case may be) the difference at the alienation cost; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

JTC in turn entered into a building agreement dated 21 January 2004 (the ''Building Agreement'') with B Logistics Pte. Ltd. (''B Logistics''), whereby JTC agreed to grant to B Logistics, a lease for a term of 30 years commencing from 16 October 2003.

Principal terms of the Building Agreement include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the 16th day of October every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon, as determined by JTC whose decision is final;
- provisions for the payment to JTC by the lessee of a service charge calculated at a rate to be specified by JTC for the provision and maintenance of the common areas within the ALPS including the greenery, landscaping, amenities and facilities provided therein (if any) by JTC. The service charge is payable on the same days and in the same manner as the payment of rent. JTC is entitled by written notice to increase the service charge if the costs of services increase;
- except for the subletting to the anchor sublessee, Expeditors Singapore Pte Ltd (''Expeditors''), the lessee is not allowed to demise, assign, charge, create a trust or agency, mortgage, let, sublet, underlet, grant a licence or part with or share the possession or occupation of the whole or part of the Property until the day that the lessee has:
  (i) shown due proof to the satisfaction of JTC that the fixed investment criteria has been met; and

(ii) obtained all the temporary occupation permits from the relevant governmental and statutory authorities for the buildings and structures on the Property,

(the ''Prohibition Period'') except that the lessee may mortgage the Property with JTC's prior written consent;

- after the Prohibition Period, the lessee may not demise, assign, charge, create a trust or agency, mortgage, let, sublet, underlet, grant a licence or part with or share the possession or occupation of the whole or part of the Property without JTC's prior written consent;
- in the event that JTC gives its approval for a demise or assignment of the Property, there is a requirement for the lessee to first make an offer (the ''Offer'') to sell the Property and the remaining lease term to Expeditors free from all encumbrances on terms and conditions to be agreed between the lessee and Expeditors. If Expeditors declines the Offer, the lessee may then assign the Property and the remaining lease term, together with the sublease to Expeditors and any other subleases the lessee may have created, to a party approved in writing by JTC, subject to terms and conditions to be imposed by JTC in its absolute discretion, including, but not limited to, a condition that such party shall not terminate the sublease to Expeditors without JTC's prior written consent;
- if Expeditors does not continue with the sublease of the Property with the lessee after the first three years of the sublease and provided that JTC is satisfied that the lessee has used its reasonable efforts in getting Expeditors to continue, renew or extend the sublease after the said three years, JTC will, at the lessee's request, allow the lessee to sublet the Property to multiple tenants subject to the terms and conditions as determined by JTC at JTC's absolute discretion; and
- on the expiry or sooner termination of the leasehold term granted under the Building Agreement, the lessee is required to carry out an environmental baseline study to determine the level of contaminants at the Property. If the results show that the level of contamination exceeds that of the first baseline study dated 3 March 2004 (the ''First Baseline Study''), the lessee is required to carry out all works, at the lessee's cost, to decontaminate the Property to the state and condition existing at the time of the First Baseline Study and to the satisfaction of JTC and the relevant governmental and statutory authorities.

Pursuant to the terms of the Building Agreement, B Logistics made an offer to Expeditors for Expeditors to purchase the Property and the remaining lease term, which offer was declined by Expeditors. In addition, Expeditors also confirmed that in the event of a transfer of the Property by Mapletree Trustee Pte. Ltd. to a new trustee of MLT, Mapletree Trustee Pte. Ltd. shall not be required to first offer to sell the Property to Expeditors. JTC had also agreed to waive the requirement for the lessee to first make an offer to sell the Property to Expeditors in the event that Mapletree Trustee Pte. Ltd. wishes to transfer the Property to a new trustee of MLT.

A sale and purchase agreement dated 3 January 2005 was entered into between B Logistics and Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) for the sale of the Property together with the plant and equipment in the Property at the price of S$19.6 million. The sale and purchase agreement contains certain limited representations and warranties by B Logistics in respect of, *inter alia*, the Property and the Expeditors Sublease Agreement (as defined below). By its letters of 1 November 2004 and 14 December 2004, JTC granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letters.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the ''Prohibition Period'') except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the ''Restriction'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting,

granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and

- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e*. the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

The sale of the Property was made subject to the sublease agreement dated 15 June 2004 (the "Expeditors Sublease Agreement") made between B Logistics and Expeditors. Completion of the purchase of the Property by Mapletree Trustee Pte. Ltd. took place on 3 January 2005. On completion, the Expeditors Sublease Agreement was assigned to Mapletree Trustee Pte. Ltd..

Principal terms of the Expeditors Sublease Agreement include, *inter alia*, the following:

- the term of the lease is for five years commencing on 15 June 2004 (the "Term");
- a security deposit of an amount equivalent to five months' rent is payable, comprising two point five months' rent in cash and two point five months' rent by way of a bank guarantee;
- the monthly rent payable in respect of the Term under the Expeditors Sublease Agreement comprises:

  (i) rent for the building erected on the Property (the "Building") calculated at the rate of S$1.162 per sq ft per month on the floor area of the Building;

  (ii) rent for the furnishings and fittings listed in the Expeditors Sublease Agreement calculated at the rate of S$0.23 per sq ft per month,

  and shall be subject to adjustment based on the floor area as determined by a registered surveyor;

- subject to JTC's consent, the lessee shall not transfer, assign, sublet, mortgage or encumber the Expeditors Sublease Agreement or the Building or any part thereof without the consent of the lessor which consent shall not be unreasonably withheld. Subject to JTC's consent, the lessee shall also not license, part with or share possession or occupation of the whole or any part of the Building or grant to any third parties any rights over the Building without the consent of the lessor which consent shall not be unreasonably withheld; and
- subject to there being no breach by the lessee of the Expeditors Sublease Agreement throughout the Term, the lessee has an option to renew the lease for a further term of three years on the same terms and conditions as the lease for the Term save for the option to renew and the rent for the renewal term shall comprise the following:

  (i) S$1.23 per sq ft per month for rent of the Building; and

  (ii) the difference (if any) between (i) the monthly rates payable by the lessor to JTC for annual licence fee/rent and service charge and (ii) property tax payable to the Comptroller of Property Tax between the date of commencement of the lease and the date of commencement of the option term.

  The lessee shall also pay rent for the furnishings and fittings at a rate to be mutually agreed between the lessor and the lessee.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the Building Agreement, subject to the Expeditors Sublease Agreement. The Expeditors Sublease Agreement was assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposit furnished by Expeditors under the Expeditors Sublease Agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where the security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

60 Alps Avenue

A State Lease No. 25081 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 21 September 2001.

Principal terms of State Lease No. 25081 include, *inter alia*, the following:

- JTC must surrender free to the Government such portions of the land as may be required in future for roads and drainage;
- JTC must surrender to the Government such portions of the land which may be required for any public purpose or which are not required for the purpose specified in the State Lease (*i.e.* for light industry development) at the alienation cost plus interest;
- upon final survey, if the actual land area is found to be different from the contractual land area by more than 1.0%, JTC must purchase or surrender (as the case may be) the difference at the alienation cost; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

JTC in turn entered into:

(i) a building agreement dated 5 February 2002 with Boustead Projects Investments Pte Ltd (''Boustead''), whereby JTC agreed to grant to Boustead, a lease for a term of 30 years commencing from 1 October 2001 (for Private Lot A20876); and

(ii) a building agreement dated 27 September 2002 with Boustead, whereby JTC agreed to grant to Boustead, a lease for a term of 29 years, 2 months and 15 days commencing from 16 July 2002 (for Private Lot A20876(a)),

(collectively, the ''Building Agreements'').

Principal terms of the Building Agreements include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the first day of October every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon, as determined by JTC whose decision is final;
- provisions for the payment to JTC by the lessee of a service charge calculated at a rate to be specified by JTC for the provision and maintenance of the common areas within the ALPS including the greenery, landscaping, amenities and facilities provided therein (if any) by JTC. The service charge is payable on the same days and in the same manner as the payment of rent. JTC is entitled by written notice to increase the service charge if the costs of services increase;
- except for the subletting to Menlo Worldwide Forwarding, Inc. (formerly known as Emery Air Freight Corporation) (the ''Anchor Sublessee''), the lessee is not allowed to demise, assign, charge, create a trust or agency, mortgage, let, sublet, grant a licence or part with or share the possession or occupation of the whole or part of the Property:

  (i) within two years of 1 October 2001 except that the lessee may mortgage the Property with JTC's prior written consent; and

  (ii) within five years of obtaining all the temporary occupation permits from the relevant governmental and statutory authorities for the buildings and structures on the Property except that the lessee may mortgage or sublet the Property with JTC's prior written consent,

(the ''Prohibition Period'');

- after the Prohibition Period, the lessee may not demise, assign, charge, create a trust or agency, mortgage, let, sublet, grant a licence or part with or share the possession or occupation of the whole or part of the Property without JTC's prior written consent;
- in the event that JTC gives its approval for a demise or assignment of the Property, the lessee must make a first offer (the ''First Offer'') to surrender the Property and the remaining lease term to JTC free from all encumbrances except for the sublease granted by the lessee to the Anchor Sublessee and any other subleases which the lessee may have created. The price payable to the lessee will be the prevailing market rate in respect of the buildings on the land but excluding the land as at the time of JTC's acceptance of the First Offer;
- if JTC declines the First Offer, the lessee must make a second offer (the ''Second Offer'') to sell the Property and the remaining lease term to the Anchor Sublessee free from all encumbrances on terms and conditions to be agreed between the lessee and the Anchor Sublessee;
- if the Anchor Sublessee declines the Second Offer, the lessee may then assign the Property and the remaining lease term, together with the sublease to the Anchor Sublessee and any other subleases which the lessee may have created, to a purchaser approved by JTC in writing, subject to terms and conditions as may be imposed by JTC in its absolute discretion including, but not limited to a condition that the purchaser shall not terminate the Anchor Sublease Agreement (as defined below) without JTC's prior written consent; and
- on the expiry or sooner termination of the leasehold terms granted under the Building Agreements, the lessee is required to carry out an environmental baseline study to determine the level of contaminants at the Property. If the results show that the level of contamination exceeds that of the first baseline study dated 19 November 2001 (in respect of Private Lot A20876) and the first baseline study dated 19 December 2002 (in respect of Private Lot A20876(a)) (each a ''Relevant Baseline Study''), the lessee is required to carry out all works, at the lessee's cost, to decontaminate the Property to the state and condition existing at the time of the Relevant Baseline Study and to the satisfaction of JTC and the relevant governmental and statutory authorities.

Pursuant to the terms of the Building Agreements, Boustead made the First Offer to JTC, which was declined by JTC. JTC also confirmed the waiver of the requirement to make an offer to surrender the Property to JTC in the event of a transfer of the Property by Mapletree Trustee Pte. Ltd. to a new trustee of MLT.

Boustead then made the Second Offer to the Anchor Sublessee and this offer was declined by the Anchor Sublessee. In addition, the Anchor Sublessee and Menlo Worldwide Asia Pacific Pte. Ltd. (''MWAP''), the current tenant of the Property pursuant to the novation of the Anchor Sublease Agreement (as defined below) by the Anchor Sublessee, also confirmed that in the event of a transfer of the Property by Mapletree Trustee Pte. Ltd. to a new trustee of MLT, Mapletree Trustee Pte. Ltd. shall not be required to first offer to sell the Property to MWAP before transferring the Property to a new trustee of MLT. JTC also confirmed that in the event that Mapletree Trustee Pte. Ltd. wishes to transfer the Property to a new trustee of MLT, JTC does not require Mapletree Trustee Pte. Ltd. to first make an offer to sell the Property to MWAP.

A sale and purchase agreement dated 16 June 2005 (the ''Boustead Sale Agreement'') was entered into between Boustead and Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) for the sale of the Property together with the plant and equipment in the Property at the price of S$18.1 million. The Boustead Sale Agreement contains certain limited representations and warranties by Boustead in respect of, *inter alia*, the Property and the Anchor Sublease Agreement. By its letter of 14 December 2004, JTC granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the ''Prohibition Period'') except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;

- after the Prohibition Period, there is a prohibition (the ''Restriction'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

The sale of the Property was made subject to the Anchor Sublease Agreement (as defined below). Completion of the sale and purchase of the Property took place on 16 June 2005. On completion, Boustead's rights and obligations under the Anchor Sublease Agreement were novated to Mapletree Trustee Pte. Ltd..

The sublease to the Anchor Sublessee is constituted by an agreement for lease dated 28 September 2001 as varied and supplemented by subsequent letters and supplemental agreements (collectively, the ''Anchor Sublease Agreement''). The Anchor Sublessee's rights and obligations under the Anchor Sublease Agreement were subsequently novated to MWAP (with the consent of JTC).

Principal terms of the Anchor Sublease Agreement include, *inter alia*, the following:

- the term of the lease is for 10 years commencing on 1 September 2002 and ending on 31 August 2012 (the ''Term'');
- the lessee is to pay to the lessor a cash deposit of S$780,000 and furnish a bank guarantee for S$1,170,000 as security deposit which have been replaced by a bank guarantee for S$1,976,314.70 furnished by the lessee pursuant to the supplemental agreement dated 22 March 2005 referred to below. In the event of any increase in rent or an application of the cash deposit or bank guarantee, the lessee must deposit an additional amount towards the cash deposit and top up the bank guarantee such that the deposit shall always be maintained at an amount equivalent to four months' rent for the cash deposit and six months' rent for the bank guarantee based on the prevailing rent provided that the lessee will only be required to make the foregoing top-ups if the cash top-up exceeds S$25,000 and the bank guarantee top-up exceeds S$100,000;
- the monthly rent payable under the Anchor Sublease Agreement at the rate of S$1.50 per sq ft per month is calculated on the basis of the variables of JTC land rent, service charge and property tax shown in a rent table attached to the Anchor Sublease Agreement, with an adjustment for rent if and when there is any change in one or more of such variables; the rent is calculated on the final surveyed gross floor area as certified by the lessor's surveyor provided that the maximum rent payable shall be based on a maximum area of 103.0% of 130,000 sq ft;
- subject to the lessee not being in default of any of the terms and conditions of the Anchor Sublease Agreement for which default the lessee has received notice, and for which the cure period (where the default is capable of a cure) has expired and the default remains uncured, the lessee has three options to renew the lease for a further term of five years each, and a fourth option to renew commencing on the first day following the date of expiry of the immediately preceding term and ending one day before 30 September 2031. Each option to renew shall be on the same terms and conditions as the lease for the Term, except that there shall be no option to renew in the lease relating to the fourth option term;
- the lessee shall be entitled to extend the Term and/or the subsequent three extension terms of the Anchor Sublease Agreement (as the case may be) for a period of up to three months after the expiration of the relevant term of lease by giving to the lessor at least six months' notice of the lessee's wish to so extend prior to the expiration of the relevant term of lease,

on the same rent and other terms, covenants, conditions, provisions and agreements contained in the Anchor Sublease Agreement;

- the lessee shall not assign the Anchor Sublease Agreement or sublet the Property without the prior written consent of the lessor and JTC, the lessor's consent not to be unreasonably withheld, delayed or subject to unreasonable terms and conditions;

- the lessee has a right of first refusal to purchase the Property, in the event that the lessor wishes to sell the Property and receives a bona fide offer from a third party to buy the Property which the lessor intends to accept; the lessor must notify the lessee in writing of the material terms of the offer *(i.e.* purchase price, completion date and special conditions negotiated between the lessor and the prospective purchaser) within 14 days and this will constitute an irrevocable offer from the lessor to the lessee on the same terms in exchange for the payment of S$1.00 by the lessee to the lessor; the lessee must notify the lessor within 21 days after receipt of the lessor's notice, whether the lessee wishes to purchase the Property on the aforementioned terms, failing which the lessor may sell the Property to the prospective purchaser on the material terms stated in the lessor's notice to the lessee, and in the event that there is any reduction in the purchase price to the prospective purchaser or any change in the material terms, the lessor must issue a further notice to the lessee and give the lessee an opportunity to decide whether it wishes to purchase the Property on the amended terms stated in the lessor's fresh notice. The lessee's right of first refusal is subject to (i) JTC's overriding right of first refusal under the Building Agreements, (ii) the lessee being in occupation and leasing 100.0% of the Property and (iii) there being no existing breaches of the terms and conditions of the Anchor Sublease Agreement by the lessee;

- the lessee is granted a right exercisable within five years from 28 September 2001, to require the lessor to construct on the Property, at the lessor's sole cost and expense, an additional maximum 36,000 sq ft (the ''Expansion Premises'') contiguous to the existing building at the Property (the ''Initial Expansion Right''); within 60 days after the lessor's receipt of the lessee's request for the Expansion Premises, the lessor must prepare and submit to the lessee, a set of concept plans and specifications of the Expansion Premises together with the lessor's offer of rent for the Property (inclusive of the Expansion Premises). Upon the lessee's receipt of the said plans, specifications and offer of rent, the lessee has the option to withdraw or confirm the lessee's request for the Expansion Premises. If the lessee confirms its said notice, the lessee must accept the lessor's offer of rent, or refer any dispute or difference as to the amount of rent to an expert (appointed by mutual agreement or failing such agreement, by the chairperson of the Singapore Institute of Surveyors and Valuers) to determine the prevailing market rent. If the lessee confirms the lessee's request for the Expansion Premises, the lessee shall, within 30 days of agreement or determination of the rent payable for the Expansion Premises by the expert, increase the cash amount of the security deposit to a sum equivalent to four months' rent for the Expansion Premises and furnish a bank guarantee for an amount equivalent to six months' rent for the Expansion Premises. As a condition of the lessee's exercise of the Initial Expansion Right, the Anchor Sublease Agreement will be amended to include the Expansion Premises for the residue of the Term;

- pursuant to a letter of variation dated 22 March 2005 as varied by a subsequent letter dated 15 June 2005, the lessee is granted a right, exercisable by the lessee by no later than 31 December 2005 to require the lessor to construct on the Property, at the lessor's sole cost and expense, an additional maximum 50,000 sq ft (the ''Varied Expansion Premises'') contiguous to the existing building at the Property (the ''Varied Expansion Right''). If the lessee exercises the Varied Expansion Right, the Initial Expansion Right shall be deemed to be irrevocably cancelled. In the event that the lessee exercises the Varied Expansion Right, the lease for the Varied Expansion Premises shall be for a term of three years and six months commencing from the date of issue of temporary occupation permit or certificate of statutory completion for the Varied Expansion Premises, whichever is earlier, with an option to renew for a further term ending on 31 August 2012 (the ''First Option Term'') and three further options to renew for five years each, and a final option to renew commencing on the first day following the date of expiry of the preceding term and ending on 30 September 2031;

- the rent for the Varied Expansion Premises in the event that the lessee exercises the Varied Expansion Right shall be as follows:

  (i) for the first term of three years and six months, calculated at the rate of S$0.78 per sq ft per month on the gross floor area of the Varied Expansion Premises;

  (ii) for the First Option Term and each subsequent option term, not less than the rate of S$0.78 per sq ft per month on the gross floor area of the Varied Expansion Premises.

  If the lessee does not exercise the Varied Expansion Right, the lessee is entitled to exercise the Initial Expansion Right;

- pursuant to a supplemental agreement dated 22 March 2005, the Property leased to the lessee was extended to include an additional mezzanine office extension with a gross floor area of 4,263 sq ft with rent payable at the same rate per sq ft per month as that payable for the property under the agreement for lease dated 28 September 2001. The lessee has furnished to the lessor a fresh bank guarantee for the sum of S$1,976,314.70 which must be renewed by the lessee on an annual renewal basis, being a sum equivalent to 10 months' rent corresponding to the relevant amount(s) of rent payable by the lessee to the lessor during the Term; and

- the lessee may terminate the Anchor Sublease Agreement on the occurrence of certain specified events, namely (i) where the use of the Property by the lessee is impeded, limited or prohibited by any restriction in the title or by any zoning guidelines or laws or other rules or regulations, (ii) where as a result of any governmental order, there is a total loss of the Property or a partial loss rendering it impracticable for the lessee to continue operations of its business on the Property and (iii) in the event of failure by the lessor to perform its obligations under the Anchor Sublease Agreement or make any payments in respect of any encumbrances on the Property following reasonable notice from the lessee. If the Anchor Sublease Agreement is not terminated in the event of a partial loss of the Property under (ii) above, the lessor shall, if practicable, proceed to restore the Property to substantially the same condition existing prior to such partial loss as soon as practicable.

Pursuant to the Boustead Sale Agreement, Boustead agreed that if the lessee under the Anchor Sublease Agreement exercises the Varied Expansion Right, Mapletree Trustee Pte. Ltd. shall engage Boustead as the contractor for the construction and completion of the Varied Expansion Premises, in accordance with a construction agreement to be entered into between Boustead and Mapletree Trustee Pte. Ltd.. The amount payable by Mapletree Trustee Pte. Ltd. to Boustead for the construction and completion of the Varied Expansion Premises shall be S$4.38 million together with goods and services tax thereon. Such amount shall include, without limitation, construction costs, consultants' fees and all payments to the relevant government authorities. The construction agreement shall incorporate the terms and conditions of the appropriate standard form of the building contract as may be agreed between Boustead and Mapletree Trustee Pte. Ltd. and such terms and conditions as may be required by JTC. If the lessee exercises the Initial Expansion Right instead of the Varied Expansion Right, and if required by Mapletree Trustee Pte. Ltd., Boustead shall agree to be engaged as a contractor to construct and complete the Expansion Premises at Mapletree Trustee Pte. Ltd.'s cost and expense, in accordance with the provisions of the Anchor Sublease Agreement.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the leasehold title granted under the Building Agreements, subject to the Anchor Sublease Agreement. The Anchor Sublease Agreement was assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposit furnished by the Anchor Sublessee pursuant to the Anchor Sublease Agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where such security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

70 Alps Avenue

A State Lease No. 25081 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 21 September 2001.

Principal terms of State Lease No. 25081 include, *inter alia*, the following:

- JTC must surrender free to the Government such portions of the land as may be required in future for roads and drainage;
- JTC must surrender to the Government such portions of the land which may be required for any public purpose or which are not required for the purpose specified in the State Lease (*i.e.* for light industry development) at the alienation cost plus interest;
- upon final survey, if the actual land area is found to be different from the contractual land area by more than 1.0%, JTC must purchase or surrender (as the case may be) the difference at the alienation cost; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

JTC in turn entered into a building agreement dated 7 April 2003 (the "Building Agreement") with Singapore Airport Logistics Center 1 Pte. Ltd. (formerly known as Alps 1 Pte. Ltd.) ("SALC 1"), whereby JTC agreed to grant to SALC 1, a lease for a term of 30 years commencing from 1 December 2002.

Principal terms of the Building Agreement include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the first day of December every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon, as determined by JTC whose decision is final;
- provisions for the payment to JTC by the lessee of a service charge calculated at a rate to be specified by JTC for the provision and maintenance of the common areas within the ALPS including the greenery, landscaping, amenities and facilities provided therein (if any) by JTC. The service charge is payable on the same days and in the same manner as the payment of rent. JTC is entitled by written notice to increase the service charge if the costs of services increase;
- the lessee may not demise, assign, charge, create a trust or agency, mortgage, let, sublet, grant a licence or part with or share the possession or occupation of the whole or part of the Property within five years of obtaining the temporary occupation permit for the Property (the "Prohibition Period") save that the lessee may mortgage the Property with the prior written consent of JTC, and may let or sublet the Property or any part thereof on terms and conditions as set out in the Building Agreement;
- after the Prohibition Period, the lessee may not demise, assign, charge, create a trust or agency, mortgage, let, sublet, grant a licence or part with or share the possession or occupation of the whole or part of the Property, without JTC's prior written consent except that the lessee may let or sublet the Property or any part thereon on terms and conditions as set out in the Building Agreement;
- in the event that JTC gives its approval for a demise or assignment of the Property, the lessee must make a first offer (the "First Offer") to surrender the Property and the remaining lease term to JTC free from all encumbrances subject only to the existing subtenancies already created by the lessee. The price payable to the lessee will be the prevailing market rate based only on the buildings but excluding the value of the land. If JTC declines the First Offer, the lessee may assign the Property and the remaining lease term together with any subtenancies already created by the lessee to a third party approved by JTC in writing subject to terms and conditions imposed by JTC; and
- on the expiry or sooner termination of the leasehold term granted under the Building Agreement, the lessee is required to carry out an environmental baseline study to determine

the level of contaminants at the Property. If the results show that the level of contamination exceeds that of the first baseline study dated 17 February 2003 (the "First Baseline Study"), the lessee is required to carry out all works, at the lessee's cost, to decontaminate the Property to the state and condition existing at the time of the First Baseline Study and to the satisfaction of JTC and the relevant governmental and statutory authorities.

Pursuant to the terms of the Building Agreement, SALC 1 made an offer to surrender the Property and the remaining lease term to JTC, which offer was declined by JTC. JTC also confirmed that in the event of a transfer of the Property by Mapletree Trustee Pte. Ltd. to a new trustee of MLT, Mapletree Trustee Pte. Ltd. shall not be required to first offer to surrender the Property to JTC.

A sale and purchase agreement dated 16 June 2005 was entered into between SALC 1 and Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) for the sale of the Property together with the plant and equipment in the Property at the price of S$35.0 million. The sale and purchase agreement contains certain limited representations and warranties by SALC 1 in respect of, *inter alia*, the Property and the Existing Subtenancies (as defined below). By its letter of 16 May 2005, JTC granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the "Prohibition") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the "Prohibition Period") except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the "Restriction") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e*. the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

The sale of the Property was made subject to the subtenancies (the "Existing Subtenancies") made between SALC 1 and various subtenants with varying lease periods. Completion of the sale and purchase of the Property took place on 16 June 2005. On completion, the Existing Subtenancies were assigned by SALC 1 to Mapletree Trustee Pte. Ltd..

After the execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the Building Agreement, subject to the Existing Subtenancies. The Existing Subtenancies were assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposits furnished by the subtenants under the Existing Subtenancies and held by Mapletree Trustee Pte. Ltd. were transferred to the Trustee, and where such security deposits (or part thereof) had been furnished by way of bank guarantees, such bank guarantees (if assignable) were assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

- ***Non-FTZ Third Party Logistics Properties***

6 Changi South Lane

A state lease will be issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property.

The terms of the State Lease when issued will be binding on the purchaser of the Property.

JTC has entered into a building agreement dated 23 August 1996 (the "Building Agreement") with UPS SCS (Singapore) Pte. Ltd. (formerly Fritz Logistics (S) Pte. Ltd.) ("UPS"), whereby JTC agreed to grant to UPS, a lease for a term of 30 years commencing from 1 January 1995. JTC has confirmed that UPS has qualified for a further lease term of 30 years commencing from 1 January 2025 subject to there being no breach of the terms of the Building Agreement.

Principal terms of the Building Agreement include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the first day of January every year, to the prevailing market rent, subject to a maximum increase not exceeding 7.6% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon as determined by JTC whose decision is final;
- a prohibition against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing the possession or occupation of the whole or part of the Property without JTC's prior written consent subject to the terms and conditions as may be imposed by JTC; and
- the lessee must ensure that at least 60.0% of the total floor area of the Property is used for purely warehousing activities and the balance 40.0% shall be used as ancillary stores and offices, neutral areas, communal facilities and other uses which may be approved in writing by JTC and the relevant authorities provided that the said ancillary offices shall not exceed 25.0% of the overall floor area and provided further that the lessee shall not use and occupy the Property for the purpose of commercial office and storage unrelated to the lessee's approved warehousing activity.

A sale and purchase agreement dated 7 June 2005 was entered into between UPS and Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) for the sale of the Property together with the plant and equipment in the Property at the price of S$11.4 million. The sale and purchase agreement contains certain limited representations and warranties by UPS in respect of, *inter alia*, the Property. By its letter of 6 June 2005, JTC granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the "Prohibition") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the "Prohibition Period") except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the "Restriction") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Pursuant to the sale and purchase agreement for the Property dated 7 June 2005 and a separate letter dated 7 June 2005 from UPS to Mapletree Trustee Pte. Ltd. (the "ROFR Agreement"), UPS granted to Mapletree Trustee Pte. Ltd. or its nominee a right of first refusal to purchase the new UPS facility to be erected/constructed at the ALPS, together with the land on which it will be situated at Private Lot A0979100, Plot 1 and 2, Alps Avenue, also known as Lot 4201N pt of Mukim 31 (the "UPS Alps Site"). If UPS wishes to sell the UPS Alps Site within the first five years from the date of the issuance of the temporary occupation permit for the UPS Alps Site, UPS shall give written notice to Mapletree Trustee Pte. Ltd. (or its nominee, as the case may be) of UPS' intention to sell the UPS Alps Site together with the proposed sale price (the "Proposed Sale Price") and the proposed terms and conditions (the "Proposed Terms and Conditions") of the proposed sale. If Mapletree Trustee Pte. Ltd. (or its nominee, as the case may be) does not exercise its right of first refusal to purchase the UPS Alps Site within the period stipulated in the ROFR Agreement, UPS may sell the UPS Alps Site to a third party (a) at a price not less than S$1.0 million below the Proposed Sale Price and (b) on terms no more favourable than the Proposed Terms and Conditions.

Completion of the sale and purchase of the Property took place on 7 June 2005.

Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 26 April 2005 with Boustead Projects Pte Ltd for a sublease of the Property subject to completion of the sale and purchase of the Property. By an email confirmation of 9 March 2005, JTC confirmed that it has, in principle, no objections to (i) the proposed sublease of the Property by Mapletree Trustee Pte. Ltd. to Boustead Projects Pte Ltd for a term of three years and (ii) the proposed sublease by Boustead Projects Pte Ltd to UPS for a term of 12 months. By its letter of 24 June 2005, JTC confirmed that it has no objections to the subletting of the Property by Mapletree Trustee Pte. Ltd. to Boustead Projects Pte Ltd on the terms and conditions of the said letter.

The principal terms of the sublease agreement with Boustead Projects Pte Ltd include, *inter alia*, the following:

- the lease term is for a period of three years commencing from 8 June 2005 (the "Term");
- the annual rent payable by the lessee is as follows:
  - (i) S$1,585,000 for the first year of the Term (inclusive of a sum of S$150,985 as payment of the service charge to the lessor);
  - (ii) S$1,608,775 for the second year of the Term (inclusive of a sum of S$153,250 as payment of the service charge to the lessor); and
  - (iii) S$1,632,907 for the third year of the Term (inclusive of a sum of S$155,549 as payment of the service charge to the lessor).

  The rent is payable monthly in advance and is not subject to any adjustment in the event the land area of the Property as finally surveyed is not 11,714 sq m;
- the lessee must pay to and maintain with the lessor, in cash or by way of a bank guarantee, a security deposit of:
  - (i) for the duration of the first year of the Term, an amount equivalent to 25.0% of the rent payable for the first year of the Term;
  - (ii) for the duration of the second year of the Term, an amount equivalent to 25.0% of the rent payable for the second year of the Term; and
  - (iii) for the duration of the third year of the Term, an amount equivalent to 25.0% of the rent payable for the third year of the Term;
- the lessor shall at its own cost and expense procure and manage services to the Property, save for such maintenance and other costs agreed to be borne by the lessee under the sublease agreement. In the event that the lessee receives compensation or other payment ("Maintenance Fees") from any party for any of the aforesaid services provided by the lessor, such Maintenance Fees shall be for the benefit of the lessor and the lessee shall forthwith pay such Maintenance Fees in full to the lessor upon receipt of the same;
- the lessee shall not assign sublet license or in any way dispose of or part with possession of the Property or any part thereof either by way of subletting sharing or other means whereby any company person or persons not a party to the sublease agreement obtains the use or possession of the Property or any part thereof irrespective of whether or not any rental or other consideration is given for such use or possession and in the event of such transfer or sharing, the sublease agreement shall at the option of the lessor forthwith be determined and the lessee shall forthwith surrender the Property to the lessor with vacant possession.

The lessee may, however, sublet the Property to UPS, subject to the terms and conditions set out in the sublease agreement and subject to the approval of JTC; and

- subject to the consent of JTC and there being no existing breach or non-observance of the sublease agreement at the time notice of the renewal is given to the lessor, the lessee has an option to renew its lease of the Property for a further term of three years commencing on the day after the expiry of the Term on such terms and conditions and at such rental as the lessor and the lessee may mutually agree.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the Building Agreement, subject to the sublease agreement granted to Boustead Projects Pte Ltd. The sublease agreement with Boustead Projects Pte Ltd and the ROFR Agreement were assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposit and other deposits furnished by Boustead Projects Pte Ltd pursuant to the sublease agreement and held by Mapletree Trustee Pte. Ltd. were transferred to the Trustee, and where such deposits (or part thereof) had been furnished by way of bank guarantees, such bank guarantees (if assignable) were assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

Lifung Centre

A State Lease No. 22052 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 7 April 1982.

Principal terms of State Lease No. 22052 include, *inter alia*, the following:

- JTC must surrender:
  - (i) free to the Government such portions of the land as may be required in future for roads, drainage, *etc*;
  - (ii) to the Government such portions of the acquired land which may be required for any public purpose or which are not used for the purpose specified in the State Lease (*i.e.* for warehousing development) at acquisition cost plus interest; and
  - (iii) to the Government such portions of the alienated land which may be required for any public purpose or which are not used for the purpose specified in the State Lease (*i.e.* for warehousing development) at alienation cost plus interest;
- JTC is responsible for the resettlement and clearance at JTC's own expense of any squatters or other encumbrances on the Property; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

A registered Lease No. I/54006L (as varied by First Variation of Lease No. I/49952M and Second Variation of Lease No. I/5652N) comprised in Certificate of Title (SUB) Volume 479 Folio 42 (the "JTC Lease") was issued by JTC to Inchcape Motors Private Limited (formerly known as Inchcape Berhad) for a term of 30 years commencing from 1 December 1990 for the Property. The Property was transferred by Inchcape Motors Private Limited to LFD (Singapore) Pte. Ltd. (formerly known as Inchcape Marketing Services Limited) ("LFD").

Principal terms of the JTC Lease include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the first day of December every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon as determined by JTC whose decision is final;

- a prohibition against the lessee demising, assigning, charging, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent subject to terms and conditions as may be imposed by JTC; and
- a provision that JTC covenants to grant the lessee a further lease term of 30 years commencing from the expiry of the current term subject to there being no breach of the terms of the JTC Lease at the time due proof of fulfilment of the fixed investment criteria is provided and at the expiry of the current term.

Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) entered into a sale and purchase agreement dated 22 June 2005 with LFD for the sale and purchase of the Property together with the plant and equipment in the Property at the price of S$13.7 million. The sale and purchase agreement contains certain limited representations and warranties by LFD in respect of, *inter alia*, the Property. By its letter of 13 June 2005, JTC granted consent for the transfer of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letter. Such terms and conditions include, *inter alia*, the following:

- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the ''Prohibition Period'') except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the ''Restriction'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e*. the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Completion of the sale and purchase of the Property took place on 22 June 2005.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 22 June 2005 with IDS Logistics Services Pte. Ltd. (''IDS'') for a sublease of the Property. By its letter of 23 June 2005, JTC granted consent for the subletting of the Property to IDS on the terms and conditions of the said letter.

The principal terms of the sublease agreement with IDS include, *inter alia*, the following:

- the term of the sublease is for a term of five years commencing from 22 June 2005 (the ''Term'');
- the rent payable by IDS during the Term is an annual sum of S$500,000 for the first year of the Term, an annual sum of S$800,000 for the second year of the Term, an annual sum of S$1,200,000 for the third year of the Term, an annual sum of S$1,850,000 for the fourth year of the Term and an annual sum of S$2,200,000 for the fifth year of the Term;
- at all times during the Term, the security deposit to be maintained by IDS with the lessor is a sum equivalent to six months of the rent which is payable for each year of the Term. Such security deposit may be furnished by IDS in cash or by way of bank guarantee(s);
- IDS is responsible for keeping the Property (including the plant and equipment in the Property) in good and tenantable repair and condition at its cost and expense;
- IDS may not sublet the Property or any part thereof without the prior written consent of the lessor and JTC;

- IDS' parent company, IDS Group Ltd, has furnished a guarantee and indemnity to guarantee IDS' performance and observance of its obligations under the sublease agreement;
- the lessor is responsible for the payment of the land rent and property tax levied on the Property by JTC and the relevant authorities; and
- subject to the consent of JTC, IDS has an option to renew its sublease of the Property for another five years on terms and conditions to be mutually agreed with the lessor.

LFD and Mapletree Trustee Pte. Ltd. have also entered into a Deed of Income Support dated 22 June 2005 (the "Deed of Income Support") on completion of Mapletree Trustee Pte. Ltd.'s purchase of the Property.

The principal terms of the Deed of Income Support include, *inter alia*, the following:

- LFD has agreed to pay to Mapletree Trustee Pte. Ltd.:
  - (i) for the duration of a five-year period (the "five-year period") commencing from (and including) the date of completion of Mapletree Trustee Pte. Ltd.'s purchase of the Property and ending on the date which is one day prior to the fifth anniversary date of completion (both dates inclusive), an annual sum of S$1,604,250 for the first year, an annual sum of S$1,354,250 for the second year, an annual sum of S$1,054,250 for the third year, an annual sum of S$504,250 for the fourth year and an annual sum of S$204,250 for the fifth year (each sum being a "Fixed Sum");
  - (ii) amounts equivalent to the property tax imposed from time to time on or attributable to the Property in respect of the five-year period; and
  - (iii) any GST, imposition, duty and levy which may be payable in respect of the amounts mentioned in (i) and (ii) above.
- LFD has agreed that its liability to pay amounts equivalent to the property tax imposed from time to time on or attributable to the Property will not be affected by the expiry of the five-year period insofar as they relate to such amounts which are equivalent to the retrospective property tax on or attributable to the Property in respect of the five-year period.
- the Deed of Income Support is assignable by Mapletree Trustee Pte. Ltd. to any transferee of the Property without the prior consent of LFD.

A guarantee and indemnity was furnished by Li & Fung (Distribution) Limited, the parent company of LFD to guarantee LFD's performance of LFD's obligations under the Deed of Income Support. The maximum amount payable by Li & Fung (Distribution) Limited under the guarantee and indemnity with respect only to the Fixed Sum payable by LFD under the Deed of Income Support is limited to an aggregate amount of S$4,721,250, and the foregoing limit shall not be applicable to other monies payable by LFD nor to any of the other obligations, liabilities or commitments undertaken or expressed to be undertaken by LFD thereunder.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the JTC Lease, subject to the sublease agreement with IDS. The sublease agreement with IDS, the Deed of Income Support, the guarantee and indemnity furnished by IDS Group Ltd and the guarantee and indemnity furnished by Li & Fung (Distribution) Limited were assigned by Mapletree Trustee Pte. Ltd. to the Trustee. The security deposit furnished by IDS under the sublease agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where such security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

TIC Tech Centre

A State Lease No. 24713 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 1 January 1970.

Principal terms of State Lease No. 24713 include, *inter alia*, the following:

- the lessee must use the land for industrial development and such other purposes as related thereto in accordance with the plan approved by the competent authority;
- JTC must surrender free of charge such portions of the land as may be required for roads and drainage purposes;
- should any part of the land be required for Government development, JTC shall surrender such land at cost except where it is specially directed by the Government that JTC shall contribute such land *gratis*; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

A registered Lease No. I/165660S comprised in Certificate of Title (SUB) Volume 621 Folio 168 (the "JTC Lease") was then issued by JTC to Teckwah Industrial Corporation Ltd ("Teckwah") for a term of 30 years commencing from 16 May 1996 for the Property.

Principal terms of the JTC Lease include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the 16th day of May every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon as determined by JTC whose decision is final;
- a prohibition against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- a covenant by JTC to grant to the lessee a further lease of 30 years commencing from the date of expiry of the current term, subject to there being no breach of the terms of the JTC Lease at the expiry of the current term.

Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) entered into a sale and purchase agreement dated 28 July 2004 (the "Teckwah Sale Agreement") with Teckwah for the sale and purchase of the Property together with the plant and equipment in the Property at the price of S$48.0 million. The Teckwah Sale Agreement contains certain limited representations and warranties by Teckwah in respect of, *inter alia*, the Property and the Existing Subtenancies. Claims for breach of warranties are subject to certain limitations as set forth in the Teckwah Sale Agreement, including, but not limited, to a provision for an aggregate minimum sum claimed and limitation periods on claims and proceedings after completion. By its letter of 19 July 2004, JTC granted consent for the transfer of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the "Prohibition") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the "Prohibition Period") except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the "Restriction") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and

- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Pursuant to a supplemental agreement dated 1 August 2004 (made supplemental to the Teckwah Sale Agreement) made between Teckwah and Mapletree Trustee Pte. Ltd., Teckwah agreed that in the event that the findings of SETSCO Services Pte Ltd (which will be notified to Teckwah) reveals that the foundation, piling and/or column capacity of the building erected on the Property are unable or insufficient to support an additional gross floor area of 5,000 sq m above the existing gross floor area of 37,394.97 sq m, Teckwah undertakes at its own costs and expenses to strengthen the foundation, piling and/or column capacity to a standard necessary to support such future expansion or development of the building of up to an additional gross floor area of 5,000 sq m (''Additional GFA'') above the existing gross floor area of 37,394.97 sq m.

Teckwah is only required to strengthen the foundation, piling and/or column capacity as aforesaid in the event that Mapletree Trustee Pte. Ltd. requires the future expansion of Additional GFA. If Mapletree Trustee Pte. Ltd. does not require Additional GFA during the existence of the term of the sublease granted (as described below) by Mapletree Trustee Pte. Ltd. (as lessor) to Teckwah (as lessee) or any renewed term of such sublease, Teckwah shall pay Mapletree Trustee Pte. Ltd. all costs and expenses of such proposed strengthening works on the foundation, piling and/or column capacity as prescribed above upon the expiry or sooner determination of the sublease, such costs and expenses to be notified by Mapletree Trustee Pte. Ltd. to Teckwah, which notice shall be accepted by Teckwah as conclusive and binding.

Completion of the sale and purchase of the Property took place on 1 August 2004.

The sale of the Property by Teckwah to Mapletree Trustee Pte. Ltd. was made subject to the subtenancies (the ''Existing Subtenancies'') made between Teckwah and various subtenants under varying lease periods. On completion, the Existing Subtenancies were novated by Teckwah to Mapletree Trustee Pte. Ltd. pursuant to novation agreements all dated 1 August 2004.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 1 August 2004 as supplemented by a supplemental agreement dated 1 August 2004 with Teckwah for a sublease of certain premises in the building on the Property, estimated to contain a total floor area of at least 25,732 sq m (the ''Premises''). By its letter of 28 July 2004, JTC confirmed its consent for the subletting of certain parts of the Property to the existing approved subtenants and to Teckwah.

The principal terms of the sublease agreement with Teckwah include, *inter alia*, the following:

- the term of the lease is for a term of 10 years commencing from 1 August 2004 and ending on 31 July 2014 (the ''Term'');
- for the first three years of the Term, the quarterly rent and service charge payable by the lessee during the Term are as follows:
  - (i) a quarterly rent of S$819,600; and
  - (ii) a quarterly service charge of S$546,400;
- the rent and service charge are subject to increase on the expiration of the third year of the Term and thereafter on the expiration of each year of the Term at a rate of increase which is computed based on a rate with reference to the Consumer Price Index in accordance with the formula as set out in the sublease agreement provided that the rate of increase of such rent and service charge shall not exceed 2.5% of the rent and service charge which is payable for the preceding year;
- at all times during the Term, the security deposit to be maintained by the lessee with the lessor shall be at an amount which is equivalent to a quarterly rent and service charge. Such security deposit may be furnished by the lessee in cash or by way of bank guarantee;

- subject to the consent of JTC, the lessee has an option to renew its lease of the Premises for another five years. The rent payable for the first year of the renewed term shall be at a rate to be agreed between the lessor and the lessee provided that such rate shall not be more than or less than 15.0% of the rent and service charge payable for the last year of the Term. Thereafter, the rent for each subsequent year of the renewed term shall be based on a rate with reference to the Consumer Price Index similar to the formula for increase in the rent and service charge during the Term and provided that the rate of increase of such rent and service charge shall not exceed 2.5% of the rent and service charge which is payable for the preceding year. All other terms and conditions of the renewed term shall be similar to those contained in the sublease agreement for the Term save for the option for renewal;
- on the expiry or sooner determination of the Term, the lessor must change the name of the building from "TIC Tech Centre" to any other name which does not include "TIC Tech Centre" or any derivative name sounding similar to "TIC Tech Centre";
- the lessee may sublet or sublicense any part of the Premises subject to the prior written consent of the lessor (such consent not to be unreasonably withheld or delayed) and JTC;
- the lessor has agreed, *inter alia*, to:
  - (i) keep the roof, electricity supply cables, main pipes and drainage and external walls of the building in a proper state of condition and repair and to attend to the maintenance, upkeep, cleaning and lighting of the lifts, air-conditioning plant, public staircases, lavatories, sidewalks and other common areas in accordance with the property management standards set out in the sublease agreement;
  - (ii) insure the building against loss or damage by fire;
  - (iii) pay all land rent due to JTC and all property tax in respect of the Premises; and
  - (iv) notify and consult with the lessee before carrying out any major works (which include any works for future development of additional warehouse space in and/or raising the height of the building erected on the Property) to the Property which may materially affect the Premises;
- the lessor has agreed that in the event that during the Term, floor space in the building erected on the Property becomes available for rent, the lessor shall by written notice, first offer such premises to the lessee on terms (including, at the lessor's option, a rate of rent and service charge or a range of rental rates) similar to those which the lessor intends to offer to another prospective subtenant. The lessee must notify the lessor within seven days from the date of the lessor's notice if the lessee wants to lease the additional premises, failing which the right to lease such additional premises shall lapse;
- in the event that the lessor intends to let out any vacant units during the Term and there shall not be any existing breach or non-observance on the lessee's part of any of the covenants in the sublease agreement, the lessor shall notify the lessee of any intended subletting and take into consideration in good faith for the purpose of determining whether to let out the vacant unit, the views of the lessee in respect of the prospective subtenant (in this regard, the lessor shall take into account the views of the lessee in the event that the lessee informs the lessor that the business of the prospective subtenant will be in direct competition with the business of the lessee at the Premises).

Pursuant to a side letter dated 1 August 2004 from Mapletree Trustee Pte. Ltd. which was accepted by Teckwah, the parties agreed that in the event that:

(i) the occupancy of the Net Lettable Area (as defined below) of the Property exceeds 89.0%, the gross rental received from tenants in relation to the units let out which exceeds 89.0% of such Net Lettable Area shall be apportioned between Mapletree Trustee Pte. Ltd. and Teckwah in the proportion of 70.0% of the gross rental to Mapletree Trustee Pte. Ltd. and 30.0% of the gross rental to Teckwah; and

(ii) the gross rental received by Mapletree Trustee Pte. Ltd. from tenants in relation to units let out in the additional lettable area (i.e the difference between the total lettable area in the Property after the completion of any development or redevelopment of the building which increases the lettable space in the building less the Net Lettable Area) shall be apportioned between Mapletree Trustee Pte. Ltd. and Teckwah in the proportion of 70.0% of the gross rental to Mapletree Trustee Pte. Ltd. and 30.0% of the gross rental to Teckwah.

Teckwah has warranted that the ''Net Lettable Area'' of the Property is 30,657.32 sq m as at the date of the said side letter, subject to further confirmation upon resurvey.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the JTC Lease, subject to the sublease agreement with Teckwah, the Existing Subtenancies and the tenancies entered into by Mapletree Trustee Pte. Ltd. after completion of its acquisition of the Property (the ''Mapletree Tenancies''). The sublease agreement with Teckwah, the Existing Subtenancies and the Mapletree Tenancies were assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposits furnished by Teckwah pursuant to the sublease agreement and the tenants under the Existing Subtenancies and held by Mapletree Trustee Pte. Ltd. were transferred to the Trustee, and where such security deposits (or part thereof) had been furnished by way of a bank guarantee(s), such bank guarantees (if assignable) were assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

- ***Distribution Centre Properties***

21/23 Benoi Sector

The following were issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee in respect of the Property:

(i) State Lease No. 14691 in respect of Lot 1529 of Mukim 6 (formerly Private Lot A22170) for a term of 99 years commencing from 17 October 1962; and

(ii) State Lease No. 14692 in respect of Lot 1530 of Mukim 6 (formerly Private Lot A22170(a)) for a term of 99 years commencing from 17 October 1962,

(collectively, the ''State Leases'').

Principal terms of the State Leases include, *inter alia*, the following:

- the lessee must use the land for industry or purposes approved by the Planning and Building Authorities; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Leases. Upon re-entry, the term of the affected State Lease will cease but without prejudice to any right of action or remedy that the President may have.

There are no restrictions in the State Leases on JTC's right to sublease the Property. The terms of the State Leases will be binding on the purchaser of the Property.

A registered Lease No. I/134200S comprised in Certificate of Title (SUB) Volume 620 Folio 34 (the ''JTC Lease'') was issued by JTC to DG Logistik Pte. Ltd. (''DGL'') for a term of 30 years commencing from 16 February 1980 for the Property.

Principal terms of the JTC Lease include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent in respect of Private Lot A22170 is subject to revision on the 11th day of August every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The annual rent in respect of Private Lot A22170(a) is subject to revision on the 16th day of February every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon as determined by JTC whose decision is final;
- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three

years from 30 April 2003 (the "Prohibition Period") except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage the Property for the purposes of obtaining financing for the working capital requirements of the lessee;

- after the Prohibition Period, there is a prohibition (the "Restriction") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent;
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the transferee of the Property to be subject to the Prohibition for a period of three years from the date of the assignment except that the transferee may sublet or mortgage the Property with JTC's prior written consent, and the payment of monies, fee or deposit; and
- a covenant by JTC to grant to the lessee a further lease of 30 years commencing from the date of expiry of the current term, subject to there being no breach of the terms of the JTC Lease at the expiry of the current term.

Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) entered into a sale and purchase agreement dated 17 May 2005 (the "DGL Sale Agreement") with DGL for the sale and purchase of the Property together with the plant and equipment in the Property at the price of S$27.435 million. The DGL Sale Agreement contains certain limited representations and warranties by DGL in respect of, *inter alia*, the Property.

Principal terms of the DGL Sale Agreement include, *inter alia*, the following:

- the purchase price is payable to DGL in accordance with a deferred payment schedule in the manner as set out in the DGL Sale Agreement;
- the sale and purchase of the Property was conditional upon the simultaneous completion of Mapletree Trustee Pte. Ltd.'s purchase of Tentat Districentre from Tian An Investments Pte. Ltd.; and
- DGL agreed that upon completion, DGL shall have no further lien or claim against the Property, notwithstanding that the balance of the purchase price payable under the DGL Sale Agreement remains unpaid as at completion and that it will not file any caveat against the title of the Property relating to such unpaid balance of the purchase price.

A supplemental agreement dated 17 May 2005 (the "DGL/Tian An Supplemental Agreement") was entered into between DGL, Tian An Investments Pte. Ltd. and Mapletree Trustee Pte. Ltd..

Principal terms of the DGL/Tian An Supplemental Agreement include, *inter alia*, the following:

- Mapletree Trustee Pte. Ltd. agreed that DGL shall deliver the temporary occupation permit for the new building(s) and alterations and additions to the existing buildings on the Property which are in the course of being erected and/or carried out by DGL (the "New Extensions") and the certificate by a qualified person engaged by DGL certifying that the New Extensions have been constructed according to the plans and specifications approved by the Building and Construction Authority (the "New Extensions Certificate"), no later than 31 July 2005 (instead of 30 April 2005, as originally provided in a put and call option agreement dated 22 December 2004 made between DGL, Tian An Investments Pte. Ltd. and Mapletree Trustee Pte. Ltd.);
- in consideration of Mapletree Trustee Pte. Ltd.'s agreement to defer the obtaining by DGL of the temporary occupation permit for the New Extensions and the New Extensions Certificate, Mapletree Trustee Pte. Ltd. has withheld a sum of S$5.0 million from the purchase price pending the same being obtained by DGL. The said sum of S$5.0 million shall be paid by Mapletree Trustee Pte. Ltd. to DGL in the manner as set out in the DGL/Tian An Supplemental Agreement; and
- if for any reason DGL does not deliver the temporary occupation permit for the New Extensions and the New Extensions Certificate by 31 July 2005, DGL must pay to Mapletree Trustee Pte. Ltd. liquidated damages which is calculated on a daily basis at the rate of 12%

per annum on the sum of S$5.0 million and which shall run from the day immediately after 31 July 2005 until the day that Mapletree Trustee Pte. Ltd. receives the temporary occupation permit for the New Extensions and the New Extensions Certificate.

Pursuant to a letter dated 3 June 2005 (the "DGL Undertaking Letter") from Mapletree Trustee Pte. Ltd.'s solicitors and accepted by DGL on 3 June 2005, DGL agreed to (a) repair, rectify and make good, at its own cost and expense, all defects in the Property as listed in the DGL Undertaking Letter by 31 July 2005 ("repair obligations") and (b) deliver the as-built drawings and documents as listed in the DGL Undertaking Letter to Mapletree Trustee Pte. Ltd. by 30 September 2005.

If the payment of the sum of S$5.0 million pursuant to the provisions of the DGL/Tian An Supplemental Agreement is to be made on a date prior to 31 July 2005 and on the date of payment, DGL has not complied with its repair obligations, Mapletree Trustee Pte. Ltd. shall deduct the cost of rectification of the outstanding defects from the said sum of S$5.0 million and such deducted sum shall be paid to DGL upon its compliance with its repair obligations if compliance is before 31 July 2005, failing which Mapletree Trustee Pte. Ltd. shall be entitled to retain the whole of the deducted sum. Mapletree Trustee Pte. Ltd. shall thereafter carry out rectification of the outstanding defects at its own costs. If the payment of the sum of S$5.0 million pursuant to the provisions of the DGL/Tian An Supplemental Agreement is to be made on a date after 31 July 2005 and on 31 July 2005, DGL has not complied with its repair obligations, Mapletree Trustee Pte. Ltd. shall deduct and retain the cost of rectification of the outstanding defects from the said sum of S$5.0 million.

In the event that DGL fails to deliver the as-built drawings and documents to Mapletree Trustee Pte. Ltd. by 30 September 2005, liquidated damages at the rate of S$100 per day subject to a limit of S$30,000 is payable by DGL until the date that such as-built drawings and documents are delivered to Mapletree Trustee Pte. Ltd..

By its letters of 17 March 2005 and 1 April 2005 (the "DGL Approval Letters"), JTC granted consent for the transfer of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the DGL Approval Letters. Such terms and conditions include, *inter alia*, the following:

- a prohibition (the "Prohibition") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the "Prohibition Period") except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;

- after the Prohibition Period, there is a prohibition (the "Restriction") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and

- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Completion of the sale and purchase of the Property took place on 3 June 2005.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 3 June 2005 with DGL for a sublease of the Property. By the DGL Approval Letters, JTC also granted consent for the subletting of the Property to DGL on the terms and conditions of the DGL Approval Letters.

The principal terms of the sublease agreement with DGL include, *inter alia*, the following:

(i) the lease term is for a period of 10 years commencing from 3 June 2005 (the ''Term'');

(ii) the annual rent payable by the lessee for the first year of the Term is S$2,327,000. The annual rent payable for the second year of the Term shall be increased by 5.0% of the annual rent payable for the first year of the Term. The annual rent payable for the third year of the Term shall be increased by 3.0% of the annual rent payable for the second year of the Term. The annual rent payable for the fourth and each succeeding year of the Term shall be increased by 1.5% of the annual rent which is payable for the immediately preceding year. The annual rent shall be paid monthly in advance on the first day of each month;

(iii) the lessee shall furnish to the lessor, a corporate guarantee from its holding company, Tentat Holdings Pte. Ltd., to guarantee payment of the annual rent payable by the lessee under the sublease agreement. The lessee shall procure that throughout the Term, the issued and paid up capital of Tentat Holdings Pte. Ltd. is maintained at a minimum sum of S$15,000,000;

(iv) at all times during the Term, the lessee is to furnish to the lessor a security deposit of S$1,163,500, which is equivalent to 50.0% of the annual rent for the first year of the Term. Such security deposit may be furnished by the lessee in cash or by way of bank guarantee(s);

(v) subject to there being no existing breach of the sublease agreement by the lessee at the time of request for renewal of the Term, the lessee has an option to renew its lease of the Property for a further term of five years commencing on the day immediately after the expiry of the Term. The rent for the renewed term shall be on terms and conditions to be agreed between the lessor and the lessee;

(vi) the lessee is responsible for the payment of the land rent and service charge (if any), subletting fees in the event that the lessee is permitted to sublet any part of the Property, and all rates, taxes, assessments, property tax, impositions and outgoings whatsoever in respect of the Property;

(vii) the lessee is responsible, at its cost and expense, for keeping and maintaining the Property in good and tenantable repair and condition, (including without limitation, the landscaping, common areas, interior and exterior of all buildings on the Property, structures on the Property and plant and equipment in the Property) save that the lessor shall be responsible for repairs and replacement of a capital nature due to fair wear and tear;

(viii) the lessee may sublet or sublicense any part of the Property subject to the prior written consent of JTC and any other competent authorities;

(ix) the lessor shall maintain the roof, foundations, load bearing walls and beams of the buildings, the sewers and underground pipes and cables on the Property in good and tenantable condition; and

(x) the lessor is responsible for repairs and/or replacement of a capital nature in respect of the plant and equipment and the buildings on the Property.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the JTC Lease, subject to the sublease agreement with DGL. The sublease agreement with DGL, the corporate guarantee from Tentat Holdings Pte. Ltd., the DGL/Tian An Supplemental Agreement and the DGL Undertaking Letter were assigned by Mapletree Trustee Pte. Ltd. to the Trustee. The security deposit furnished by DGL pursuant to the sublease agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where the security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

Ban Teck Han Building

A State Lease No. 24740 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 3 September 1982.

Principal terms of State Lease No. 24740 include, *inter alia*, the following:

- JTC must surrender free to the Government such portions of the land as may be required in future for roads and drainage;
- JTC must surrender to the Government such portions of the land, which may be required for any public purpose or which are not required for the purpose specified in the State Lease (*i.e.* for industrial development) at the alienation/acquisition cost plus interest; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

A registered Lease No. I/62660S comprised in Certificate of Title (SUB) Volume 618 Folio 22 (the "JTC Lease") was issued by JTC to Ban Teck Han Enterprise Co Pte Ltd ("Ban Teck Han") for a term of 30 years commencing from 1 October 1996 for the Property.

Principal terms of the JTC Lease include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the first day of October every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon as determined by JTC whose decision is final;
- a prohibition against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- a covenant by JTC to grant to the lessee a further lease of 30 years commencing from the date of expiry of the current term, subject to there being no breach of the terms of the JTC Lease at the expiry of the current term.

Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) entered into a sale and purchase agreement dated 20 June 2005 with Ban Teck Han for the sale and purchase of the Property together with the plant and equipment in the Property at the price of S$20.388 million. The sale and purchase agreement contains certain limited representations and warranties by Ban Teck Han in respect of, *inter alia*, the Property. By its letter of 18 May 2005 (the "BTH Approval Letter"), JTC granted consent for the transfer of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the BTH Approval Letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the "Prohibition") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the "Prohibition Period") except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the "Restriction") against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or

charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Completion of the sale and purchase of the Property took place on 20 June 2005.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 20 June 2005 with Ban Teck Han for a sublease of the Property. By the BTH Approval Letter, JTC also granted consent for the subletting of the Property to Ban Teck Han on the terms and conditions of the BTH Approval Letter.

The principal terms of the sublease agreement with Ban Teck Han include, *inter alia*, the following:

- the lease term is for a period of 10 years commencing from 20 June 2005 (the ''Term'');
- the annual rent payable by the lessee for the first year of the Term is S$1,635,168, which rent is subject to increase on the expiration of each year of the Term at a rate which is 1.5% of the rent which is payable for the preceding year;
- at all times during the Term, the lessee is to furnish to the lessor a security deposit of S$1,635,168, which is equivalent to one year's rent. Such security deposit may be furnished by the lessee in cash or by way of bank guarantee(s);
- the lessee is responsible, at its cost and expense, for keeping and maintaining the Property, the interior of the building erected on the Property and all the plant and equipment in the Property, all fittings, fixtures and installations thereon and therein (excluding any structural parts of the Property which replacement shall be the responsibility of the lessor) in good and tenantable repair and condition, including all necessary replacement and renewal thereof;
- the lessee may not sublet or sublicense the Property or any part thereof without the prior written consent of the lessor (which consent shall not be unreasonably withheld) and JTC and other competent authorities;
- on or before the execution of the sublease agreement, the lessee is to furnish to the lessor a corporate guarantee from the lessee's holding company, such holding company to have a paid up capital of not less than S$5,000,000. If the lessee is unable to furnish to the lessor the corporate guarantee on or before the execution of the sublease agreement, the lessee may furnish a personal guarantee from Mr Tan Thee Sun @ Tan Boon Choo on condition that the lessee furnishes the corporate guarantee no later than 12 months after the date of the sublease agreement whereupon the personal guarantee shall be returned to the personal guarantor for cancellation;
- the lessee is responsible for the payment of JTC land rent, subletting fees in the event that the lessee is permitted to sublet the Property, property tax in respect of the Property and service charge on land (if any); and
- subject to the consent of JTC, the lessee has an option to renew its lease of the Property for a further term not exceeding five years at a rent calculated based on the prevailing market rent two months before the expiry of the Term as determined by a consultant jointly appointed by the lessor and the lessee, and otherwise on the same terms and conditions as the lease for the Term (except for the option to renew).

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the JTC Lease, subject to the sublease agreement with Ban Teck Han. The sublease agreement with Ban Teck Han was novated to the Trustee and the security deposit furnished by Ban Teck Han under the sublease agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where such security deposit (or part thereof) had been furnished by way of a bank guarantee(s), such bank guarantee(s) (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

Tentat Districentre

A State Lease No. 24712 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 1 January 1970.

Principal terms of State Lease No. 24712 include, *inter alia*, the following:

- the lessee must use the land for industrial development and such other purposes related thereto in accordance with the plans approved by the competent authority under the Planning Act;
- JTC must surrender free of charge such portions of the land as may be required for roads and drainage purposes;
- JTC is responsible for the clearance/resettlement of the squatters;
- should any part of the land be required for the Government development, JTC must surrender such land at cost except where it is specifically directed by the Government that JTC shall contribute such land *gratis*; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

JTC in turn entered into a building agreement dated 21 March 1997 (the "Building Agreement") with Tian An Investments Pte. Ltd. ("Tian An") whereby JTC agreed to grant to Tian An a lease for 30 years commencing from 16 August 1996 (the "JTC Lease Term").

Principal terms of the Building Agreement include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the 16th day of August every year, to the prevailing market rent, subject to a maximum increase not exceeding 7.6% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon, as determined by JTC whose decision is final;
- a prohibition against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing the possession or occupation of the whole or part of the Property without JTC's prior written consent subject to the terms and conditions to be imposed by JTC; and
- a provision that the lessee shall use and shall ensure that at least 60.0% of the total floor area of the Property shall be used for purely warehousing activities, and may use the remaining floor area for ancillary production and offices, neutral areas, communal facilities and such other uses as may be approved in writing by JTC and the relevant governmental and statutory authorities, provided that the said ancillary offices shall not exceed 25.0% of the total floor area, And provided further that the lessee shall not use and occupy the Property for the purposes of commercial office and storage unrelated to the lessee's approved activity.

Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) entered into a sale and purchase agreement dated 17 May 2005 (the "Tian An Sale Agreement") with Tian An for the sale and purchase of the Property together with the plant and equipment in the Property at the price of S$15.565 million. The Tian An Sale Agreement contains certain limited representations and warranties by Tian An in respect of, *inter alia*, the Property.

Principal terms of the Tian An Sale Agreement include, *inter alia*, the following:

- the purchase price is payable to Tian An in accordance with a deferred payment schedule in the manner as set out in the Tian An Sale Agreement;
- the sale and purchase of the Property was conditional upon the simultaneous completion of Mapletree Trustee Pte. Ltd.'s purchase of 21/23 Benoi Sector from DG Logistik Pte. Ltd.; and
- Tian An agreed that upon completion, Tian An shall have no further lien or claim against the Property, notwithstanding that the balance of the purchase price payable under the Tian An

Sale Agreement remains unpaid as at completion and that it will not file any caveat against the title of the Property relating to such unpaid balance of the purchase price.

Pursuant to a side letter dated 22 December 2004 (the ''Extension Side Letter''), Tian An agreed to obtain JTC's approval for extension of the JTC Lease Term for a further term of 23 years (the ''Extension'') so that the JTC Lease Term will expire on 15 August 2049, instead of 15 August 2026. In consideration of Tian An obtaining JTC's approval for the Extension and Tian An's compliance and fulfilment of certain conditions set out in the Extension Side Letter including, without limitation, the following conditions:

(i) the approval in writing for the Extension is received no later than six months from the date of signing of a put and call option agreement dated 22 December 2004 entered into between Mapletree Trustee Pte. Ltd., DG Logistik Pte. Ltd. and Tian An;

(ii) all conditions imposed by JTC for the Extension (if any) being acceptable to Mapletree Trustee Pte. Ltd. at its sole discretion; and

(iii) Tian An shall bear the costs and expenses of obtaining JTC's approval for the Extension, including such costs and expenses to be incurred after completion of the sale and purchase of the Property (excluding the stamp duty on the agreement between JTC and Mapletree Trustee Pte. Ltd. for the Extension which shall be borne by Mapletree Trustee Pte. Ltd.),

Mapletree Trustee Pte. Ltd. shall pay Tian An a sum of S$3.0 million. The said sum of S$3.0 million shall be paid in full within 30 days after Mapletree Trustee Pte. Ltd.'s receipt of the approval in writing from JTC that the expiry date of the JTC Lease Term will be extended to 15 August 2049 (or any later date as JTC may grant) with (a) no further conditions imposed by JTC or (b) conditions imposed which are acceptable to Mapletree Trustee Pte. Ltd. (at its sole discretion).

Pursuant to a letter dated 3 June 2005 (the ''Tian An Undertaking Letter'') from Mapletree Trustee Pte. Ltd.'s solicitors and accepted by Tian An on 3 June 2005, Tian An agreed to (a) repair, rectify and make good, at its own cost and expense, all defects in the Property as listed in the Tian An Undertaking Letter by 31 July 2005 (''repair obligations'') and (b) deliver the as-built drawings and documents as listed in the Tian An Undertaking Letter to Mapletree Trustee Pte. Ltd. by 30 September 2005.

If the payment of the sum of S$5.0 million (which was withheld by Mapletree Trustee Pte. Ltd. from the purchase price payable to DG Logistik Pte. Ltd. under the DGL Sale Agreement for 21/23 Benoi Sector) pursuant to the provisions of the DGL/Tian An Supplemental Agreement is to be made on a date after 31 July 2005 and on 31 July 2005 Tian An has not complied with its repair obligations, Mapletree Trustee Pte. Ltd. shall deduct and retain the cost of rectification of the outstanding defects from the said sum of S$5.0 million.

In the event that Tian An fails to deliver the as-built drawings and documents to Mapletree Trustee Pte. Ltd. by 30 September 2005, liquidated damages at the rate of S$100 per day subject to a limit of S$15,000 is payable by Tian An until the date that such as-built drawings and documents are delivered to Mapletree Trustee Pte. Ltd..

By its letters of 17 March 2005 and 1 April 2005 (the ''Tian An Approval Letters''), JTC granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the Tian An Approval Letters. Such terms and conditions include, *inter alia*, the following:

- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the ''Prohibition Period'') except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the ''Restriction'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting,

granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and

- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Completion of the sale and purchase of the Property took place on 3 June 2005.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 3 June 2005 with Tian An for a sublease of the Property. By the Tian An Approval Letters, JTC also granted consent for the subletting of the Property to Tian An on the terms and conditions of the Tian An Approval Letters.

The principal terms of the sublease agreement with Tian An include, *inter alia*, the following:

(i) the lease term is for a period of 10 years commencing from 3 June 2005 (the "Term");

(ii) the annual rent payable by the lessee for the first year of the Term is S$1,618,000. The annual rent payable for the second year of the Term shall be increased by 4.5% of the annual rent payable for the first year of the Term. The annual rent payable for the third year of the Term shall be increased by 2.0% of the annual rent payable for the second year of the Term. The annual rent payable for the fourth and each succeeding year of the Term shall be increased by 1.5% of the annual rent which is payable for the immediately preceding year. The annual rent shall be paid monthly in advance on the first day of each month;

(iii) the lessee shall furnish to the lessor, a corporate guarantee from its holding company, Tentat Holdings Pte Ltd, to guarantee payment of the annual rent payable by the lessee under the sublease agreement. The lessee shall procure that throughout the Term, the issued and paid up capital of Tentat Holdings Pte Ltd is maintained at a minimum sum of S$15,000,000;

(iv) at all times during the Term, the lessee shall furnish to the lessor a security deposit of S$809,000, which is equivalent to 50.0% of the annual rent for the first year of the Term. Such security deposit may be furnished by the lessee in cash or by way of bank guarantee(s);

(v) subject to there being no existing breach of the sublease agreement by the lessee at the time of request for renewal of the Term, the lessee has an option to renew its lease of the Property for a further term of five years commencing on the day immediately after the expiry of the Term. The rent for the renewed term shall be on terms and conditions to be agreed between the lessor and the lessee;

(vi) the lessee is responsible for the payment of the land rent and service charge (if any), subletting fees in the event that the lessee is permitted to sublet any part of the Property, and all rates, taxes, assessments, property tax, impositions and outgoings whatsoever in respect of the Property;

(vii) the lessee is responsible, at its cost and expense, for keeping and maintaining the Property in good and tenantable repair and condition, (including without limitation, the landscaping, common areas, interior and exterior of all buildings on the Property, structures on the Property and plant and equipment in the Property) save that the lessor shall be responsible for repairs and replacement of a capital nature due to fair wear and tear;

(viii) the lessee may sublet or sublicense any part of the Property subject to the prior written consent of JTC and any other competent authorities;

(ix) the lessor shall maintain the roof, foundations, load bearing walls and beams of the buildings, the sewers and underground pipes and cables on the Property in good and tenantable condition; and

(x) the lessor is responsible for repairs and/or replacement of a capital nature in respect of the plant and equipment and the buildings on the Property.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the Building Agreement, subject to the sublease agreement with Tian An. The Extension Side Letter, the sublease agreement with Tian An, the corporate guarantee from Tentat Holdings Pte Ltd and the Tian An Undertaking Letter were assigned by Mapletree Trustee Pte. Ltd. to the Trustee. The security deposit furnished by Tian An under the sublease agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where such security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

- ***Food and Cold Storage Logistics Properties***

CIAS Flight Kitchen

The title to the Property is comprised in a leasehold estate for a term of 60 years commencing from 7 December 1979 subject to the terms and conditions contained in State Lease No. 16581 (as varied by a Deed of Variation dated 12 April 1988) from the President of the Republic of Singapore issued to The Port of Singapore Authority. The registered proprietor of the Property is now Bougainvillea Realty Pte Ltd ("BRPL").

Principal terms of the State Lease (as varied by a Deed of Variation dated 12 April 1988) include, *inter alia*, the following:

- a provision for the payment of annual rent of S$49,585 by the lessee to the President of the Republic of Singapore. The annual rent is subject to revision every 10 years by an amount not exceeding 50.0% of the annual rent for the preceding period of 10 years;
- a provision for the payment to the Director of Civil Aviation Authority of Singapore of an apportioned amount to be determined by the Director of Civil Aviation Authority of Singapore for the provision of basic utilities, services and infrastructures which have been developed to service the facilities provided by the lessee;
- a prohibition against the lessee demising, subletting, mortgaging, charging, assigning or otherwise divesting, parting with, disposing of or dealing with the whole or part of the Property without prior written approval of the President of the Republic of Singapore;
- the lessee shall surrender to the Government such portions of the Property which may be required for the more efficient and effective operation of the airport at the same cost as the alienation of the Property;
- the lessee shall surrender to the Government free of charge such portions of the Property which may be required for public improvement purposes;
- if the whole or any part of the Property ceases to be used as an Inflight Catering Centre, the Property or part thereof must be surrendered to the President of the Republic of Singapore; and
- on the expiry or earlier termination of the term, the lessee shall yield to the State without charge the Property and all buildings thereon in good tenantable repair and condition provided that should the lease be terminated prior to its expiry on the grounds that it appears to the Government that it is in the national interest so to do, the Government shall pay to the lessee such sums as may be agreed between the lessee and the Government.

The terms of the State Lease (as varied by a Deed of Variation dated 12 April 1988) will be binding on the purchaser of the Property.

On 24 June 2005, the Trustee entered into the CIAS Call Option Agreement with BRPL pursuant to which the Trustee was granted the right to require BRPL to enter into a sale and purchase agreement for the sale of the Property to the Trustee at the purchase price of S$19.0 million. The sale and purchase agreement contains certain limited representations and warranties by BRPL in respect of, *inter alia*, the Property. Claims for breach of warranties are subject to certain limitations as set forth in the sale and purchase agreement, including, but not limited to, a provision for an aggregate minimum sum claimed and limitation periods on claims and proceedings after completion. BRPL has agreed that when the call option under the CIAS Call Option Agreement is exercised, BRPL will enter into the sale and purchase agreement with the Trustee on the same day. It is intended that the call option will be exercised by the Trustee on the Listing Date and the sale and purchase of the Property will be completed on the same day. By its letter of 21 June 2005 (which was accepted by BRPL and the Trustee), the Civil Aviation Authority of Singapore ("CAAS"), on behalf of the President of the Republic of Singapore as lessor under the State Lease, granted consent for the transfer of the Property to the Trustee subject to the CIAS Lease Agreement (as defined below).

The sale of the Property is subject to a lease dated 20 September 2004 (the "CIAS Lease Agreement") entered into between BRPL as lessor and Changi International Airport Services Pte Ltd ("CIAS") as lessee. On completion of the sale and purchase of the Property, the CIAS Lease Agreement will be assigned by BRPL to the Trustee and the security deposit furnished by CIAS under the CIAS Lease Agreement and held by BRPL will be transferred to the Trustee. If such security deposit (or part thereof) has been furnished by way of a bank guarantee(s), such bank guarantee(s) (if assignable) will be assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

Principal terms of the CIAS Lease Agreement include, *inter alia*, the following:

- the term of the lease is for 12 years commencing on 1 July 2004 and ending on 30 June 2016 (the "Term");
- the monthly rent payable under the CIAS Lease Agreement for the first year of the Term is S$129,125.50 calculated at the rate of S$70 per sq m per year of the land area of the Property. The rent is subject to increase at the end of every year of the Term at the rate of 1.0% per annum of the rent for the immediately preceding year of the Term;
- the Term can be terminated prior to the expiry date thereof in the event that CAAS at any time before expiry of the Term gives notice in writing requiring that the CIAS Lease Agreement be terminated or CAAS becomes entitled to and re-enters upon the Property;
- the lessee has an option to renew the lease for a further term of eight years on the expiry of the Term but such renewal is conditional upon the prior written consent of CAAS and any other competent authority. The rent for the first year of the renewed term shall be 102.0% of the rent paid for the last year of the Term, and such rent is subject to yearly increase at the rate of 2.0% of the rent payable for the immediately preceding year. All other terms and conditions of the renewed term shall be as agreed between the lessee and the lessor;
- a security deposit representing six months' rent is payable and such security deposit shall be increased on any increase of the rent payable for the Term by way of cash or bank guarantee;
- the lessee shall not demise, mortgage, charge, assign, create a trust or agency, let, sublet, license or sublicense or otherwise part with or share the use or possession of the Property or permit any other party or person by way of a licence or otherwise to occupy the Property for all or any part of the Term irrespective of whether or not any rental or other consideration is given for such use, possession or occupation of any part of the Property except with the prior written consent of the lessor (such consent not to be unreasonably withheld or delayed) and CAAS and other competent authorities and subject always to compliance with any reasonable terms or conditions of the consent of the lessor and any terms or conditions of the consent of CAAS and other competent authorities. All subletting fees and other levies imposed by CAAS on the lessor pursuant to any consent of CAAS to the subletting shall be borne by the lessee;
- the lessee shall surrender to the lessor free of charge the whole or such part of the Property if and when the lessor is required by CAAS or the Government to surrender the same for the more efficient and effective operation of Changi Airport;
- the lessee shall surrender to the lessor free of charge the whole or such part of the Property if and when the lessor is required by CAAS or the Government to surrender the same for public improvement purposes;
- the lessee shall surrender to the lessor free of charge the whole or such part of the Property if and when the lessor is required by CAAS or the Government to surrender the same on the grounds that it appears to the Government that it is in the national interest to do so;

- if the whole or any part of the Property shall cease to be used by the lessee as an Inflight Catering Centre, subject always to clause 16 of the CIAS Lease Agreement, the lessee shall peaceably surrender such whole or part of the Property to the lessor if the lessor is required to surrender the same to CAAS or the Government;
- in the event that the lessee is required to surrender the whole or any part of the Property for any ground as aforesaid, the lessee shall yield up the whole or such part of the Property (whether with or (as directed by the lessor, CAAS or the Government) without the building thereon) in good and tenantable repair and condition;
- pursuant to clause 16 of the CIAS Lease Agreement, if the licence granted to the lessee for operation of a flight kitchen within the Property is revoked or not renewed for any reason whatsoever (except where such revocation or non-renewal is as a result of, in connection with or arises from any fault on the part of the lessee in attaining the standards set by or required by CAAS for purposes of the grant of licence for operation of a flight kitchen and if such fault is capable of remedy and the lessee fails to remedy such fault within a reasonable time period upon receipt of written notice from CAAS requiring the lessee to do so), the lessee may terminate the CIAS Lease Agreement on giving the lessor not less than six months' notice;
- where the licence granted to the lessee is revoked or not renewed not by reason of any fault, omission or negligence of the lessee, the lessee shall use its best endeavours to procure that the lessor shall be fully compensated by CAAS for the loss of Rents (as defined in the CIAS Lease Agreement) (being all Rents which would otherwise have been payable by the lessee had the Term been completed) and all other costs (including all legal fees and expenses on an indemnity basis), losses and damages arising from the termination of the CIAS Lease Agreement and all costs and damages incurred in any re-letting or attempted re-letting of the Property suffered by the lessor; and
- where the licence granted to the lessee is revoked or not renewed by reason of any fault, omission or negligence of the lessee, the lessee shall procure that the lessor shall be fully compensated by CAAS for the loss of Rents (being all Rents which would otherwise have been payable by the lessee had the Term been completed) and all other costs (including all legal fees and expenses on an indemnity basis), losses and damages arising from the termination of the CIAS Lease Agreement and all costs and damages incurred in any re-letting or attempted re-letting of the Property suffered by the lessor and in the event that CAAS shall not pay such loss of Rents, costs, losses, damages and other costs and expenses to the lessor, the lessee shall forthwith fully indemnify the lessor against such sums.

201 Keppel Road

The title to the Property is comprised in Certificate of Title Volume 612 Folio 85 and Certificate of Title Volume 612 Folio 84 for a leasehold estate for a term of 99 years commencing from 1 October 1997 subject to the terms and conditions contained in State Lease Nos. 25061 and 25060 (collectively, the "State Leases") from the President of the Republic of Singapore issued to PSA Corporation Limited ("PSAC"). The registered proprietor of the Property is now HarbourFront Eight Pte. Ltd. ("HF8").

Principal terms of the State Leases include, *inter alia*, the following:

- the term granted under each of the State Leases is for a term of 99 years from 1 October 1997;
- the annual rent of S$12 has been waived with effect from 1 January 1992 until such time as the Minister may determine;
- there is a prohibition against the lessee demising, mortgaging, charging, assigning or otherwise divesting, parting with, disposing of or dealing with the whole or part of the land without prior written approval of the President of the Republic of Singapore (such approval not to be unreasonably withheld);
- in respect of State Lease No. 25060, the lessee shall use the land for the purpose of container freight station and dock/port development only with a gross plot ratio not

exceeding 0.24. The lessee shall not change the use of the land and/or increase the gross plot ratio without the prior written permission of the President of the Republic of Singapore who may grant such permission subject to planning approval and payment of differential premium;

- in respect of State Lease No. 25061, the lessee shall use the land in accordance with the plans approved or to be approved by the competent authority under the Planning Act, Chapter 232 of Singapore;
- the lessee shall surrender to the Government such portions of the land which may be required in future for roads and drainage; and
- the lessor is entitled to exercise the right of re-entry if the lessee fails to perform or observe any of the terms and conditions of any of the State Leases. Upon re-entry, the term of the affected State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

The terms of the State Leases will be binding on the purchaser of the Property.

On 24 June 2005, the Trustee entered into the Prima Call Option Agreement with HF8, pursuant to which the Trustee was granted the right to require HF8 to enter into a sale and purchase agreement for the sale of the Property together with the plant and equipment in the Property to the Trustee at the purchase price of S$26.5 million. The sale and purchase agreement contains certain limited representations and warranties by HF8 in respect of, *inter alia*, the Property. Claims for breach of warranties are subject to certain limitations as set forth in the sale and purchase agreement, including, but not limited to, a provision for an aggregate minimum sum claimed and limitation periods on claims and proceedings after completion. HF8 has agreed that when the call option under the Prima Call Option Agreement is exercised, HF8 will enter into the sale and purchase agreement with the Trustee on the same day. It is intended that the call option will be exercised by the Trustee on the Listing Date and the sale and purchase of the Property will be completed on the same day. By its letter of 19 January 2005 (as amended by its letter dated 6 April 2005), the Singapore Land Authority on behalf of the President of the Republic of Singapore, as lessor under the State Leases, (i) granted consent for the transfer of the Property by HF8 to Mapletree Trustee Pte. Ltd. and (ii) confirmed that Mapletree Trustee Pte. Ltd. is not required to seek the consent of the President of the Republic of Singapore for any subsequent transfers of the Property resulting from a change of trustee of MLT.

The sale of the Property is subject to:

(i) an agreement for lease dated 9 December 1986 made between The Port of Singapore Authority and Prima Limited (''Prima''); and

(ii) the lease dated 21 May 1998 made between PSAC (pursuant to the vesting of the Property in PSAC following the dissolution of The Port of Singapore Authority) and Prima executed pursuant to the said agreement for lease, as supplemented by a supplemental agreement dated 24 June 2005 (the ''Prima Supplemental Agreement'') made between HF8 and Prima,

(collectively, the ''Prima Lease Agreement'').

The Singapore Land Authority on behalf of the President of the Republic of Singapore has consented to the Prima Lease Agreement.

By a State Lease No. 25444, the President of the Republic of Singapore has granted to PSAC, a leasehold estate for a term of 30 years commencing from 1 October 1997 in respect of, *inter alia*, a piece of land with a land area of 692 sq m adjacent to the Property (the ''Car Park Land''). The terms of State Lease No. 25444 will be binding on HF8 and Prima pursuant to the Car Park Land Lease (as defined below) and the Car Park Land Sublease (as defined below) respectively.

HF8 has entered into, *inter alia*, the following agreements:

(i) an agreement for lease dated 24 June 2005 together with side letters (collectively, the ''Car Park Land Lease'') with PSAC pursuant to which PSAC agreed to lease the Car Park Land to HF8; and

(ii) an agreement for sublease dated 24 June 2005 together with side letters (collectively, the "Car Park Land Sublease") with Prima pursuant to which HF8 agreed to sublease the Car Park Land to Prima.

The Singapore Land Authority on behalf of the President of the Republic of Singapore has consented to the Car Park Land Lease.

On completion of the sale and purchase of the Property, the Prima Lease Agreement, the Car Park Land Lease and the Car Park Land Sublease made by HF8 in respect of the Property with PSAC and Prima will be assigned by HF8 to the Trustee. The security deposit (if any) furnished by Prima under the Prima Lease Agreement will be transferred to the Trustee. If such security deposit (or part thereof) has been furnished by way of a bank guarantee(s), such bank guarantee(s) (if assignable) will be assigned by HF8 to the Trustee.

Principal terms of the Prima Lease Agreement include, *inter alia*, the following:

- the term of the lease is for 30 years commencing on 1 May 1989 and ending on 30 April 2019 (the "Term");
- the initial annual rent payable under the Prima Lease Agreement is:
  (i) S$26 per sq m of the land area; and
  (ii) S$253,605 for the lessor's buildings, fixtures and appurtenances on the land as described in the Prima Lease Agreement (collectively, the "Existing Fixtures");
- the annual rent based on the land area shall be increased every five years after 1 May 1989, the first increase to occur on 1 May 1994 and the last increase to occur on 1 May 2014, each increase not to exceed the annual rent then payable by more than 50.0%. If the lessee does not accept any rent increase, the lessee must give to the lessor not less than six months' notice of such non-acceptance, in which case, the lease shall end on the expiry of the said notice but without prejudice to any right of action or remedy of the lessor against the lessee for any antecedent breach of the Prima Lease Agreement;
- the annual rent was subsequently revised with effect from 2001 so that the rent was based on the land area of the Property excluding that part of the land comprising an area of 413 sq m defined as the "Corner Plot" in the Prima Supplemental Agreement;
- the rent payable for the Existing Fixtures is not subject to increase during the Term;
- the lessee shall not charge, assign, underlet, share or otherwise part with possession or use of the Property or the Existing Fixtures or its rights or obligations under the Prima Lease Agreement without first obtaining the written consent of the lessor (which consent shall not be unreasonably withheld);
- if so notified by the lessor at any time during the Term, the lessee shall surrender to the lessor such part of the Property as may be required by the competent authorities without any compensation whatsoever, except that the rent reserved under the Prima Lease Agreement in respect of the Property shall be proportionately reduced from the date of such surrender; and
- if at any time during the Term, the Existing Fixtures or any part thereof are damaged or destroyed by fire or other cause beyond the control of the lessee, the lessee may:
  (i) cause the Existing Fixtures or the affected part or parts thereof to be rebuilt and reinstated to be fit for use as provided in the Prima Lease Agreement within a reasonable time and cause the monies received by virtue of the insurance effected under the Prima Lease Agreement to be used for the rebuilding and reinstating as aforesaid and to make up any deficiencies out of the lessee's monies; or
  (ii) without effecting such rebuilding or reinstatement, to immediately pay to the lessor the monies received by virtue of the insurance effected under the Prima Lease Agreement whereupon the lessee shall be under no obligation to rebuild or reinstate; or
  (iii) in the event of total destruction of the Existing Fixtures and without effecting such rebuilding or reinstatement, give to the lessor three months' written notice of its intention to determine the Prima Lease Agreement and immediately pay to the lessor

the monies received by virtue of the insurance effected under the Prima Lease Agreement and the Prima Lease Agreement shall determine and the lessee shall be under no obligation to rebuild or reinstate,

without prejudice to any right of action or remedy of the lessor against the lessee for any antecedent breach of the Prima Lease Agreement.

Principal terms of the Car Park Land Lease include, *inter alia*, the following:

- the term of the lease is for an initial term of seven years less one day commencing from 19 November 2001 (the ''Term'') with two options to renew for a further term of seven years less one day each and a third option to renew for a further term of five years less one month and 19 days. The lease for each renewal term shall contain like covenants and provisions as are contained in the lease for the preceding term (the necessary changes being made);
- the initial annual rent payable under the Car Park Land Lease is S$1.00 per annum;
- the lessor has agreed to grant to the lessee, the lessee's sublessee, the respective invitees and licensees of the lessee and the sublessee, and all persons duly authorised by the lessee or the sublessee, a right of passage and access, free of charge, over the portion of Lot 1186A of Town Subdivision 23 (the ''Adjoining Access Plot'') as shown edged in the plan annexed to the Car Park Land Lease for so long as the lessee is a lessee of the Car Park Land. In the event the lessor transfers or assigns the Adjoining Access Plot or any part thereof, it shall procure that each of its transferees or assignees (as the case may be) signs a direct undertaking under seal with the lessee agreeing to be bound by and comply with the aforesaid agreement provided that such agreement shall not apply if the Adjoining Access Plot is acquired by the Singapore Land Authority or any other competent authority for any purposes;
- a security deposit of S$12,000 is payable in cash by the lessee to the lessor, as security for the lessee's performance of its obligations under the Car Park Land Lease;
- the lessee is required to reimburse the lessor for property tax payable in respect of the Car Park Land and quit rent payable by the lessor to the President of the Republic of Singapore;
- the lessee shall not assign, mortgage, charge, sublet, license or otherwise dispose, part with or share the use or possession of the whole or any part of the Car Park Land for all or any part of the Term without the lessor's consent, regardless of whether or not any rental or other consideration is given for such use or possession provided always that the lessee may sublet the whole of Car Park Land to Prima for use as a carpark, or the lessee may assign or transfer its rights, benefits, interest and estate in the Car Park Land or arising from, under or pursuant to the Car Park Land Lease to Mapletree Trustee Pte. Ltd. or the Trustee as the trustee of MLT; and
- the lessor may terminate the Car Park Land Lease at any time if the Singapore Land Authority or other authority requires the Car Park Land or any part thereof for any purposes.

Principal terms of the Car Park Land Sublease include, *inter alia*, the following:

- the term of the lease is for three years four months and 25 days commencing on 24 June 2005 and expiring on 17 November 2008 (the ''Term'') with an option to renew for a further term of seven years less one day and a second option to renew for a term expiring on 30 April 2019. The lease for each renewal term shall contain like covenants and provisions as contained in the lease for the preceding term (the necessary changes being made);
- the initial annual rent payable under the Car Park Land Sublease is at the prevailing rate which rent under the Prima Lease Agreement is payable by Prima for the Property;
- the lessor has agreed to grant to the lessee, the lessee's invitees and all persons duly authorised by the lessee, a right of passage and access, free of charge, over the Adjoining Access Plot for so long as the lessee is a lessee of the Car Park Land and the lessor is entitled to do so under the Car Park Land Lease;
- no security deposit is payable by the lessee under the Car Park Land Sublease by the lessee;

- the lessee is required to reimburse the lessor for property tax payable in respect of the Car Park Land and quit rent payable by the lessor to the President of the Republic of Singapore; and
- the lessee shall not assign, mortgage, charge, sublet, license or otherwise dispose, part with or share the use or possession of the whole or any part of the Car Park Land for all or any part of the Term without the lessor's consent, regardless of whether or not any rental or other consideration is given for such use or possession.

On completion of the sale and purchase of the Property, the Trustee will enter into a call option agreement (the "Mapletree (Prima) Call Option Agreement") with the Sponsor pursuant to which the Trustee will grant to the Sponsor a call option which, if exercised by the Sponsor, will require the Trustee to sell the Property to the Sponsor. The principal terms of the Mapletree (Prima) Call Option Agreement are set out in "— Mapletree (Prima) Call Option Agreement".

- ***Oil and Chemical Logistics Properties***

Pulau Sebarok

The Property is comprised in:

(i) Lots 326W, 598V, 599P and 659A of Mukim 34 held under Certificate of Title Volume 613 Folio 55 and subject to the terms and conditions of State Lease No. 25119 issued to PSA Corporation Limited ("PSAC");

(ii) Lots 319X, 320K, 1054A, 1055K and 323L of Mukim 34 held under Certificate of Title Volume 624 Folio 103 and subject to the terms and conditions of State Foreshore Lease No. 25496 issued to PSAC;

(iii) Lots 1077M and 1063M of Mukim 34 held under Certificate of Title Volume 624 Folio 102 and subject to the terms and conditions of State Foreshore Lease No. 25498 issued to PSAC;

(iv) Lot 461C of Mukim 34 held under Certificate of Title Volume 624 Folio 100 and subject to the terms and conditions of State Foreshore Lease No. 25499 issued to PSAC;

(v) Lot 1234N of Mukim 34 held under Certificate of Title Volume 624 Folio 101 and subject to the terms and conditions of State Foreshore Lease No. 25500 issued to PSAC;

(vi) Lot 1056N, 1057X and 1076C of Mukim 34 held under Certificate of Title Volume 624 Folio 104 and subject to the terms and conditions of State Foreshore Lease No. 25501 issued to PSAC; and

(vii) Lot 318N of Mukim 34 held under Certificate of Title Volume 624 Folio 105 and subject to the terms and conditions of State Foreshore Lease No. 25497 issued to PSAC.

The registered proprietor of the Property is Bougainvillea Realty Pte Ltd ("BRPL").

Principal terms of the State Lease No. 25119 include, *inter alia*, the following:

- the term granted under the State Lease is for a term of 73 years, 3 months and 13 days from 1 October 1997;
- the annual rent of S$12 has been waived with effect from 1 January 1992 until such time as the Minister may determine;
- the lessee shall on expiry or earlier determination of the term granted under the State Lease, yield up and surrender to the Government without compensation, the Property and all buildings thereon;
- a prohibition against the lessee demising, mortgaging, charging, assigning or otherwise divesting, parting with, disposing of or dealing with the whole or part of the Property without the prior written approval of the President of the Republic of Singapore (such approval not to be unreasonably withheld);
- the lessee shall use the Property for a slop reception and treatment centre and other related and port facilities use;

- the lessee shall not change the use of the Property without the prior written consent of the President of the Republic of Singapore who may grant such permission subject to planning approval and payment of differential premium;
- the lessee shall surrender to the Government such portions of the Property which may be required in future for roads and drainage; and
- the President of the Republic of Singapore is entitled to exercise the right of re-entry if the lessee fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the President of the Republic of Singapore may have for the recovery of rent or other monies due from the lessee or in respect of any other breach by the lessee of the terms and conditions of the State Lease.

The terms of the State Lease will be binding on the purchaser of the Property.

Principal terms of the State Foreshore Lease Nos. 25496, 25498, 25499, 25500, 25501 and 25497 (collectively, the ''State Foreshore Leases'') include, *inter alia*, the following:

- the terms granted under each of the State Foreshore Leases are as follows:
  - (i) 18 years and 9 months commencing from 1 October 1997 in relation to State Foreshore Lease No. 25497;
  - (ii) 13 years and 3 months commencing from 1 October 1997 in relation to State Foreshore Lease No. 25496;
  - (iii) 30 years commencing from 1 October 1997 in relation to State Foreshore Lease No. 25498;
  - (iv) 22 years, 10 months and 22 days commencing from 1 October 1997 in relation to State Foreshore Lease No. 25499;
  - (v) 28 years, 7 months and 1 day commencing from 1 October 1997 in relation to State Foreshore Lease No. 25500; and
  - (vi) 23 years, 8 months and 3 days commencing from 1 October 1997 in relation to State Foreshore Lease No. 25501.
- a prohibition against the lessee assigning or subletting the foreshore and seabed demised under each of the State Foreshore Leases or any part thereof except with the prior consent in writing of the President of the Republic of Singapore; and
- under each of the State Foreshore Leases, the President of the Republic of Singapore shall have the right of re-entry on failure of the lessee to pay the rent or on the breach of any of the conditions of any such State Foreshore Lease.

The terms of the State Foreshore Leases will be binding on the purchaser of the Property.

On 24 June 2005, the Trustee entered into the Sebarok Call Option Agreement with the registered proprietor of the Property, BRPL, pursuant to which the Trustee was granted the right to require BRPL to enter into a sale and purchase agreement for the sale of the Property to the Trustee at the purchase price of S$91.0 million. The sale and purchase agreement contains certain limited representations and warranties by BRPL in respect of, *inter alia*, the Property. Claims for breaches of warranties are subject to certain limitations as set forth in the sale and purchase agreement, including, but not limited to, a provision for an aggregate minimum sum claimed and limitation periods on claims and proceedings after completion. BRPL has agreed that when the call option under the Sebarok Call Option Agreement is exercised, BRPL will enter into the sale and purchase agreement with the Trustee on the same day. It is intended that the call option will be exercised by the Trustee on the Listing Date and the sale and purchase of the Property will be completed on the same day. By its letter dated 4 April 2005, the Singapore Land Authority, on behalf of the President of the Republic of Singapore, as lessor under the State Lease and the State Foreshore Leases, granted consent for the transfer of the Property to Mapletree Trustee Pte. Ltd. and confirmed that Mapletree Trustee Pte. Ltd. is not required to seek the consent of the President of the Republic of Singapore for any subsequent transfers of the Property resulting from a change of trustee of MLT. On completion, the Trustee is required to pay to BRPL the purchase price of

S$91.0 million less S$8,748,887 (the ''Balance Amount'') which comprises the GST amounts paid or payable on the acquisition of eight of the Properties listed in the sale and purchase agreement for the Property. After completion, as and when the Trustee receives from the tax authority the refund of GST attributable to the GST amount(s) paid on such acquisitions, the Trustee shall within seven days of receipt of such sum(s), pay the said sum(s) to BRPL towards settlement of the Balance Amount.

BPRL is not entitled to make any claim for vendor's lien or unpaid purchase price or file any caveat against the Property relating to the Balance Amount.

The sale and purchase of the Property is subject to the following agreements entered into with the following tenants and licensees with the consent of the Land Office and the Singapore Land Authority (as the case may be) on behalf of the President of the Republic of Singapore as lessor under the State Lease and the State Foreshore Leases:

(i) Vopak Terminals Singapore Pte Ltd:

The agreements (collectively, the ''Vopak Agreements'') made with Vopak Terminals Singapore Pte Ltd are as follows:

(a) a lease agreement dated 24 June 2005 in respect of Lot 1234N of Mukim 34 for a term of 20 years commencing from 1 January 2005 and ending on 31 December 2024 (the ''Vopak Jetty 5 Foreshore Agreement'');

(b) a licence agreement dated 24 June 2005 in relation to Jetty 2 (Lot 1077M of Mukim 34) for a licence period of 20 years commencing from 1 January 2005 and ending on 31 December 2024 (the ''Vopak Jetty 2 Licence Agreement'');

(c) a lease agreement dated 24 June 2005 in respect of Lot 326W of Mukim 34 for a term of 20 years commencing from 1 January 2005 and ending on 31 December 2024 (the ''Vopak Lease Agreement'');

(d) a lease agreement dated 1 September 1994 in respect of foreshore land comprising an area of approximately 896 sq m (now comprised in parts of Lots 1054A and 1055K of Mukim 34) for a term commencing from 26 January 1994 and ending on 30 December 2010;

(e) a lease agreement dated 1 September 1994 in respect of foreshore land and seabed comprising an area of approximately 1,290 sq m (now comprised in Lot 461 of Mukim 34) for a term commencing from 23 August 1990 and ending on 30 December 2010; and

(f) a lease agreement dated 1 July 1987 in respect of New Foreshore Land A (as defined in the lease agreement) and New Foreshore Land B (as defined in the lease agreement) (now comprised in Lots 318N, 319X, 320K, 323L, and parts of Lots 1054A and 1055K all of Mukim 34) for a term commencing from 1 January 1981 and ending on 30 December 2010 in respect of New Foreshore Land A and commencing from 1 July 1986 and ending on 30 December 2010 in respect of New Foreshore Land B.

(ii) Singaport Cleanseas Pte Ltd:

The agreement (the ''Cleanseas Agreement'') made with Singaport Cleanseas Pte Ltd is a lease agreement dated 7 April 1995 in respect of Lot 598V of Mukim 34 for a term of 30 years commencing from 1 September 1993 and ending on 31 August 2023.

(iii) Singapore Petroleum Company Limited:

The agreement made with Singapore Petroleum Company Limited relating to the lease of Lot 659A of Mukim 34 is made pursuant to an agreement dated 10 April 1990 (the ''SPC Agreement'') constituted by the tender document, Singapore Petroleum Company Limited's letter dated 21 November 1989 and The Port of Singapore Authority's letter of acceptance dated 5 April 1990 for a term of 30 years commencing from 1 May 1990 (as supplemented by a supplemental agreement dated 12 September 1994, a second supplemental agreement dated 30 September 1997 and a third supplemental agreement dated 24 June 2005 made by BRPL with Singapore Petroleum Company Limited).

On completion of the sale and purchase of the Property, the Vopak Agreements, Cleanseas Agreement and the SPC Agreement will be assigned by BRPL to the Trustee and the security deposits (if any) furnished by Vopak Terminals Singapore Pte Ltd, Singaport Cleanseas Pte Ltd and Singapore Petroleum Company Limited under the Vopak Agreements, Cleanseas Agreement and the SPC Agreement respectively will be transferred to the Trustee. If such security deposits (or part thereof) have been furnished by way of bank guarantee(s), such bank guarantee(s) (if assignable) will be assigned by BRPL to the Trustee.

Principal terms of the Vopak Jetty 5 Foreshore Agreement include, *inter alia*, the following:

- the rent payable by the lessee under the Vopak Jetty 5 Foreshore Agreement is such rent as may be payable by the lessor to the President of the Republic of Singapore (presently waived); and
- the lessor shall be entitled to assign all its rights and interest under the Vopak Jetty 5 Foreshore Agreement or transfer sell dispose of or otherwise deal with its estate and interest in the foreshore land and seabed leased under the Vopak Jetty 5 Foreshore Agreement or any part thereof at any time and from time to time in the lessor's absolute discretion.

Principal terms of the Vopak Jetty 2 Licence Agreement include, *inter alia*, the following:

- the licence fee payable under the Vopak Jetty 2 Licence Agreement is S$10,325 per month subject to annual increases at the rate of 1.25% per annum of the annual licence fee for the immediately preceding year;
- a security deposit equivalent to three months' licence fee is to be furnished in cash or by way of bank guarantee to the licensor. If during the licence period, the licence fee is increased, the shortfall in the amount secured by the bank guarantee shall be paid by the licensee either by way of cash or by an additional bank guarantee, within 14 days of the licensor's notice requiring payment;
- the licensee has the right to allow the use of Jetty 2 by (i) Singaport Cleanseas Pte Ltd, Singapore Petroleum Company Limited and other sublicensees and shall allow Singaport Cleanseas Pte Ltd, Singapore Petroleum Company Limited and such other sublicensees to use Jetty 2 on such terms as the licensee, Singaport Cleanseas Pte Ltd, Singapore Petroleum Company Limited or other sublicensees (as the case may be) may reasonably agree, in writing or otherwise, and the licensee shall have full discretion over the allocation and scheduling of the use of Jetty 2 for each sublicensee at all times;
- in the event that the licensor decides to sublease the land (the "Vacant Land") comprising an area of approximately 32,807.4 sq m and more particularly delineated in blue in the plan annexed to the Vopak Jetty 2 Licence Agreement as Annex D, the licensee shall have the first right of refusal to take up such sublease at the same rental and on the same terms at which the licensor offers to sublease the Vacant Land to a bona fide third party (the "Offer"). In the event that the licensee does not accept the Offer within the period stipulated in the Offer, which period shall not be less than three months, the licensor shall be at liberty to sublease the Vacant Land to a third party (the "Third Party") upon giving not less than six weeks' written notice to the licensee. In the event that the Vacant Land is subleased to the Third Party, the licensor shall have the right to determine the Vopak Jetty 2 Licence Agreement by giving to the licensee three months' notice in writing to that effect and upon the expiry of such notice the licence period shall absolutely cease and determine and the licensee shall vacate Jetty 2 without compensation from or any claim whatsoever against the licensor but without prejudice to any right of action of either party in respect of any antecedent breach of the Vopak Jetty 2 Licence Agreement by the other party;
- if so required by the licensor at any time during the licence period and after giving the licensee not less than three months' notice thereof, the licensee shall surrender to the licensor such parts of Jetty 2 as may be required by the President of the Republic of Singapore or competent authorities without any compensation or claim whatsoever against the licensor in respect of the surrender and early determination of the Vopak Jetty 2 Licence Agreement except that the licence fee shall be reduced proportionately from the date of such surrender; and

- the licensor shall be entitled to assign all its rights and interest under the Vopak Jetty 2 Licence Agreement or transfer sell dispose of or otherwise deal with its estate and interest in Jetty 2 licensed under the Vopak Jetty 2 Licence Agreement or any part thereof at any time and from time to time in the licensor's absolute discretion.

Principal terms of the Vopak Lease Agreement include, *inter alia*, the following:

- the rent payable under the Vopak Lease Agreement is S$3,548,703.40 per year calculated at the rate of S$11.53 per sq m per annum in respect of the land area of the land leased to the lessee under the Vopak Lease Agreement *i.e.* 307,780 sq m, subject to annual increases at the rate of 1.25% per annum of the annual rent for the immediately preceding year;
- a security deposit equivalent to six months' rent amounting to S$1,774,351.70 is to be furnished in cash or by way of bank guarantee to the lessor. The security deposit shall at all times represent six months' rent and the security deposit shall be increased upon an increase of the rent;
- the lessee shall not except in the ordinary course of the business of the lessee demise, mortgage, charge, assign, sublet or sublicence or otherwise part with or share the use or possession of the land leased under the Vopak Lease Agreement for all or any part of the term irrespective of whether or not any rental or other consideration is given for such use or possession of any part of the land leased under the Vopak Lease Agreement except with the prior written consent of the lessor, the President of the Republic of Singapore and other competent authorities and subject always to compliance with any terms or conditions of such consent; and
- the lessee has the option to renew the Vopak Lease Agreement for a further period of not less than 20 years from 1 January 2025 subject to terms and conditions to be agreed between the lessor and the lessee based on market practice and market conditions then prevailing.

Principal terms of the Cleanseas Agreement include, *inter alia*, the following:

- the annual rent payable under the Cleanseas Agreement for the period from 1 September 1993 to 31 August 1994 is calculated at the rate of S$8.40 per sq m per annum in respect of the land area of the land leased to the lessee under the Cleanseas Agreement. From 1 September 1994 until the expiry of the term of the lease, the annual rent payable shall be at such rate as the lessor shall before 1 September 1994 and thereafter before the expiry of each one year period from 1 September 1994, notify in writing to the lessee provided that no such annual rental rate shall be more than 11.8% of the preceding year's rental rate;
- a security deposit equivalent to one year's rent is to be furnished by way of bank guarantee to the lessor. The security deposit shall at all times represent one year's rent and the security deposit shall be increased upon an increase of the rent. BPPL has informed that for as long as the lessee is paying the annual rent to the lessor in advance, the lessor does not require a security deposit to be furnished;
- the lessee shall not assign, underlet, mortgage, charge, share or part with possession of the land or any part thereof without first obtaining the consent of the lessor in writing which consent shall not be unreasonably withheld. If the lessee assigns, underlets, shares or parts with possession of the said land or any part thereof, the lessor shall have the right to increase the annual rental for the lease of the said land and/or any part thereof, as the case may be; and
- if at any time during the term of the lease, the buildings, tanks, installations, facilities on the land or the improvements thereto (the "said Installations") shall have been damaged or destroyed by fire, the lessee shall:
  - (i) within a reasonable period of time and at its own expense proceed to rebuild, reinstate or repair the said Installations; and
  - (ii) cause all monies received by the lessee by virtue of the insurance effected under the provisions of the Cleanseas Agreement to be forthwith laid out in rebuilding, reinstating and repairing the same and shall make up any deficiency out of the lessee's own monies provided that if the said Installations shall have been destroyed by fire or such

other causes beyond the control of the lessee so as to render the land unfit for use for the purpose of developing and operating slop and sludge reception and treatment facilities and such other related facilities as the lessor may, at the request of the lessee, permit from time to time, the lessee may in lieu of causing the same to be so rebuilt or reinstated give to the lessor three months' notice in writing of its intention to determine the Cleanseas Agreement and in such event the lessee shall pay to the lessor all monies received by virtue of the insurance effected under the provisions of the Cleanseas Agreement and the Cleanseas Agreement shall determine at the expiry of the said notice and the lessee shall be under no obligation to rebuild or reinstate the said Installations.

Principal terms of the SPC Agreement include, *inter alia*, the following:

- the initial yearly rent payable by the lessee with effect from 1 May 2005 up to 30 April 2006 is calculated at the rate of S$13.50 per sq m of the final surveyed land area of 75,571 sq m. For each 12-month period after 30 April 2006, the yearly rental payable for each such 12-month period shall be increased at the rate of 1.25% per annum of the rent payable for the immediately preceding 12-month period;

- a security deposit equivalent to one year's rent is to be furnished by way of bank guarantee to the lessor. The security deposit shall at all times represent one year's rent and the security deposit shall be increased upon an increase of the rent. As the lessee is paying the annual rent to the lessor in advance, BRPL has agreed that the lessee need not furnish BRPL with the security deposit required under the SPC Agreement until such time that BRPL requires the lessee to do so by prior written notice;

- provisions contained in the supplemental agreement relating to, *inter alia*, (i) the use by the lessee of Jetty 1A and Jetty 1B and related structures and facilities, (ii) payment of annual rent, throughput/jetty fees, wharfage fees and other monies payable to the lessor for such use and (iii) payment by the lessor to the lessee of certain throughput fees for the lessor's use of Jetty 1A and Jetty 1B in certain events;

- provisions contained in the second supplemental agreement relating to, *inter alia*, (i) the use by the lessee of Jetty 1C and related structures and facilities and (ii) jetty fees payable to the lessor for such use;

- provisions contained in the third supplemental agreement relating to *inter alia*, (i) the use by the lessee of the Barge Pier and related structures and facilities and (ii) throughput fees payable to the lessor for such use;

- if at any time during the term of the lease, the buildings, tanks, installations, facilities etc. on the land additions alterations improvements thereto and the slop reception centre facilities on the land (before demolition) shall have been damaged or destroyed by fire, the lessee shall:

  (i) within a reasonable period of time and at its own expense proceed to erect, build, construct for use something equivalent thereto in all respects in accordance with the plans specifications prepared by and at the expense of the lessee and previously submitted and approved by the lessor and the relevant competent authorities reinstate or repair same; and

  (ii) cause all monies received by the lessee by virtue of the insurance effected under the provisions of the SPC Agreement to be forthwith laid out in rebuilding reinstating and repairing same and shall make up any deficiency out of the lessee's own monies provided that if the buildings, tanks, etc. as aforesaid shall have been destroyed by fire or such other causes beyond the control of the lessee so as to render the land unfit for use for the purpose of developing and constructing the bulk terminal complex and for all other purposes agreed or permitted in the contract in connection therewith, the lessee may in lieu of causing the same to be so rebuilt or reinstated give to the lessor three months' notice in writing of its intention to determine the SPC Agreement and in such event the lessee shall pay to the lessor all monies received by virtue of the insurance effected under the provisions of the SPC Agreement and the SPC

Agreement shall determine at the expiry of the said notice and the lessee shall be under no obligation to rebuild or reinstate the facilities and the jetties; and

- the lessee shall not assign, underlet, share or part with possession of the land or any part thereof or its interest under the SPC Agreement without first obtaining the written consent of the lessor whose consent shall not be unreasonably withheld.

- ***Industrial Warehousing Properties***

531 Bukit Batok Street 23

A State Lease No. 23454 was issued by the President of the Republic of Singapore, as lessor, in favour of the Housing and Development Board ("HDB"), as lessee, in respect of the Property for a term of 99 years commencing from 1 October 1995.

Principal terms of State Lease No. 23454 include, *inter alia*, the following:

- HDB must surrender free to the Government such portions of the land as may be required in future for roads and drainage;
- HDB must surrender to the Government such portions of the land which may be required for any public purpose or which are not required for the purpose specified in the State Lease (*i.e.* for industrial development) at the alienation cost plus interest; and
- the lessor is entitled to exercise the right of re-entry if HDB fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on HDB's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

A registered Lease No. IA/11892R (the "HDB Lease") was issued by HDB to Armstrong Industrial Corporation Limited ("Armstrong") for a term of 30 years commencing from 1 October 1995.

Principal terms of the HDB Lease include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to HDB in advance by quarterly instalments. The yearly rent payable from 1 September 2004 to 30 September 2005 shall be based on the market rent as at 1 September 2004 and the yearly rent payable from 1 October 2005 and for each succeeding year thereafter on 1 October shall be based on the market rent on the date of such revision determined in the manner following but so that the increase shall not exceed 5.5% of the rent payable for the preceding year.

  The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon, as determined by HDB whose decision is final;

- a prohibition against the lessee demising, transferring, assigning, mortgaging, letting, subletting, underletting, granting a licence or parting with the possession of the whole or part of the Property and effecting any form of reconstruction howsoever bought about including any form of amalgamation or merger with or takeover by another company firm body or party without HDB's prior written consent subject to the terms and conditions as may be imposed by HDB including full revision of the rental to the prevailing market rate from the date of assignment and payment of such administrative fees as determined by HDB; and
- HDB has agreed that upon the written request of the lessee made not less than 12 months before the expiry of the term but not earlier than the 28th year of the term, grant to the lessee a lease of the Property for a further term of 30 years commencing from the date immediately following the date of expiry of the initial lease term, subject to there being no existing breach or non-observance of the lease by the lessee. The further term shall be on the same terms and conditions and contain like covenants as the lease for the initial lease term except for the present covenant for renewal and such variations or modifications as may be imposed by HDB. HDB has imposed a condition that HDB's approval for any demise, transfer, assignment or parting with possession of the Property or any part thereof during the first five years of the further term will only be given upon payment by the lessee of a fee which shall

be equivalent to the value of the buildings as determined by HDB and a full revision of the rent to the prevailing market rent from the date of the assignment and subject to payment of such administrative fee as determined by HDB.

A sale and purchase agreement dated 13 June 2005 was entered into between Armstrong and Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) for the sale of the Property together with the plant and equipment in the Property at the price of S$20.0 million. The sale and purchase agreement contains certain limited representations and warranties by Armstrong in respect of, *inter alia*, the Property. By its letter of 18 May 2005 (the ''HDB Approval Letter''), HDB granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. and the subsequent change of trustee from Mapletree Trustee Pte. Ltd. to the Trustee. Armstrong has agreed, at its cost and expense, to carry out certain alteration and addition works to the Property, and to obtain the temporary occupation permit/certificate of statutory completion in respect of such works. In the event that neither the temporary occupation permit/certificate of statutory completion is issued for such works by completion of the sale and purchase, there is a provision under the sale and purchase agreement for the retention of S$2.0 million by Mapletree Trustee Pte. Ltd. pending the issuance of the temporary occupation permit/certificate of statutory completion and delivery of all certifications (where relevant) from the consultants and qualified persons certifying that the alteration and addition works have been completed in compliance with the approvals granted by the relevant governmental and/or statutory authorities and with all applicable statutory requirements.

Completion of the sale and purchase of the Property took place on 13 June 2005.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. entered into a sublease agreement dated 13 June 2005 with Armstrong for a sublease of the Property. By the HDB Approval Letter, HDB also granted consent for the subletting of the Property to Armstrong on the terms and conditions of the HDB Approval Letter.

The principal terms of the sublease agreement with Armstrong include, *inter alia*, the following:

- the lease term is for a period of 10 years commencing from 13 June 2005 (the ''Term'');
- the rent payable by the lessee during the Term shall be a fixed rent amount for each year of the Term payable in the amounts and manner as set out in the sublease agreement;
- the lessee shall also be liable for the payment of an amount which is equivalent to the land rent (and all increases thereof from time to time) payable by the lessor to HDB less any rebate or reduction granted by HDB to the lessor from time to time (pro-rated, if applicable);
- at all times during the Term, the security deposit to be maintained by the lessee with the lessor is a sum equivalent to 12 months' rent which is payable for the first year of the Term. Such security deposit may be furnished by the lessee in cash or by way of bank guarantee(s);
- the lessee is responsible for the payment of all rates, taxes, charges, assessments, duties and fees levied, assessed or charged by the government authorities in relation to the Property;
- the lessee is responsible for keeping the Property (including the plant and equipment in the Property) in good and tenantable repair and condition at its cost and expense. The lessee is also responsible for maintaining the fire alarm and protection systems, the plumbing and sanitary systems and the air-conditioning and ventilation systems at the Property in good working order and condition at its cost and expense;
- the lessee may not sublet or sublicense the Property or any part thereof without the prior written consent of the lessor and HDB and any other competent authorities; and
- subject to the consent of HDB and there being no subsisting default by the lessee of the provisions of the sublease agreement at the expiry of the Term, the lessee has an option to renew its lease of the Property for another five years on terms and conditions to be mutually agreed.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of HDB) acquired the remainder of the 30 years leasehold title granted under the HDB Lease, subject to the sublease agreement with Armstrong. The sublease agreement with Armstrong was assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposit furnished by Armstrong pursuant to the sublease agreement and held by Mapletree Trustee Pte. Ltd. was transferred to the Trustee, and where the security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

11 Tai Seng Link

A State Lease No. 23852 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 11 June 1999.

Principal terms of State Lease No. 23852 include, *inter alia*, the following:

- JTC must surrender free to the Government such portions of the land which may be required in future for roads and drainage;
- JTC must surrender to the Government such portions of the land which may be required for any public purpose or which are not required for the purpose specified in the State Lease (*i.e.* for light industry development) at the alienation cost plus interest; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

JTC in turn entered into a Building Agreement dated 29 July 2004 (the "Building Agreement") with IPark Pte. Ltd. ("IPark"), whereby JTC agreed to grant to IPark, a lease for a term of 30 years commencing from 15 February 2004 and a further lease term of 30 years commencing from 15 February 2034.

Principal terms of the Building Agreement include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the 15th day of February every year, to the prevailing market rent, subject to a maximum increase not exceeding 5.5% of the immediately preceding annual rent. The market rent is defined to mean the rent per sq m per annum of the Property excluding the buildings and other structures erected thereon, as determined by JTC whose decision is final;
- the lessee is required to pay a service charge to JTC at a rate to be specified by JTC for the provision and maintenance of both the common areas within the Paya Lebar iPark including the greenery, landscaping, amenities and facilities provided therein (if any) by JTC, and the Connector Buffer (as defined in the Building Agreement). The service charge is payable on the same days and in the same manner as the rent. JTC is entitled by written notice to increase the service charge if the costs of the services increase. The Building Agreement and the form of lease attached to the Building Agreement further provide that service charge will not be imposed before 15 February 2007 and the initial service charge rate will not exceed S$2.80 per sq m per annum of the Property subject to JTC's right to increase the service charge as aforesaid;
- except for the subletting to the anchor sublessee, Allied Telesyn International (Asia) Pte Ltd ("Allied Telesyn"), the lessee is not allowed to demise, assign, charge, create a trust or agency, mortgage, let, sublet, underlet, grant a licence or part with or share the possession or occupation of the whole or part of the Property until the day that the lessee has:
  - (i) shown due proof to the satisfaction of JTC that the minimum investment criteria has been met; and

(ii) obtained all the temporary occupation permits from the relevant governmental and statutory authorities for the buildings and structures on the Property,

(the ''Prohibition Period'') except that the lessee may mortgage or sublet the Property with JTC's prior written consent;

- after the Prohibition Period, the lessee shall not demise, assign, charge, create a trust or agency, mortgage, let, sublet, underlet, grant a licence or part with or share the possession or occupation of the whole or part of the Property without JTC's prior written consent;
- in the event that JTC gives its approval for a demise or assignment of the Property, there is a requirement for the lessee to first make an offer to sell the Property and the remaining lease term to Allied Telesyn, subject to any subleases the lessee may have created and on terms and conditions to be agreed between the lessee and Allied Telesyn. If Allied Telesyn declines the offer, the lessee may then, subject to JTC's prior written approval, assign the Property and the remaining lease term, together with the sublease to Allied Telesyn and any other subleases which the lessee may have created, to a party approved in writing by JTC, subject to terms and conditions to be imposed by JTC including, but not limited to, a condition that such purchaser shall not terminate the Allied Telesyn Sublease Agreement (as defined below) without JTC's prior written consent;
- if Allied Telesyn does not continue with the sublease of the Property with the lessee after the first six years of the sublease and provided that JTC is satisfied that the lessee has used its reasonable effort in getting Allied Telesyn to continue, renew or extend the sublease after the said six years, JTC will, at the lessee's request, allow the lessee to sublet the buildings at the Property to multiple tenants subject to the terms and conditions imposed by JTC in its absolute discretion; and
- a covenant by JTC to grant to the lessee a further lease of 30 years commencing from the date of expiry of the current lease term, subject to there being no existing breach of the lease by the lessee at the expiry of the current term.

Pursuant to the terms of the Building Agreement, IPark made an offer to Allied Telesyn to purchase the Property and the remaining lease term, which offer was declined by Allied Telesyn. In addition, Allied Telesyn also confirmed that in the event of a transfer of the Property by Mapletree Trustee Pte. Ltd. to a new trustee of MLT, Mapletree Trustee Pte. Ltd. shall not be required to first offer to sell the Property to Allied Telesyn. JTC has agreed to waive the requirement for Mapletree Trustee Pte. Ltd. to first make an offer to sell the Property to Allied Telesyn in the event that Mapletree Trustee Pte. Ltd. wishes to transfer the Property to a new trustee of MLT.

A sale and purchase agreement dated 3 January 2005 was entered into between IPark and Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) for the sale of the Property together with the plant and equipment in the Property at the price of S$12.5 million. The sale and purchase agreement contains certain limited representations and warranties by IPark in respect of, *inter alia*, the Property. By its letter of 9 December 2004, JTC granted consent for the sale and assignment of the Property to Mapletree Trustee Pte. Ltd. on the terms and conditions of the said letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the ''Prohibition Period'') except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the ''Restriction'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and

- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) to be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e*. the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

The sale of the Property was made subject to the sublease granted by IPark to Allied Telesyn pursuant to a sublease agreement dated 4 October 2004 (the ''Allied Telesyn Sublease Agreement''). Completion of the purchase of the Property by Mapletree Trustee Pte. Ltd. took place on 3 January 2005. On completion, the Allied Telesyn Sublease Agreement was assigned to Mapletree Trustee Pte. Ltd..

Principal terms of the Allied Telesyn Sublease Agreement include, *inter alia*, the following:

- the term of the lease is for six years commencing on 4 October 2004 (the ''Term'');

- the monthly rent payable under the Allied Telesyn Sublease Agreement is S$113,779.10 calculated at the rate of S$1.025 per sq ft per month and shall be adjusted based on the actual surveyed floor area of the building on the Property (the ''Building'') provided that such adjusted rent shall not exceed an amount based on an estimated gross floor area of 111,004 sq ft;

- a security deposit representing six months' rent is payable by way of a bank guarantee. Such security deposit shall be increased such that it is always maintained at an amount equivalent to six months' rent on any increase of the rent payable for the Term. The lessee shall also furnish to the lessor a corporate guarantee from the lessee's parent company, Allied Telesis Kabushiki Kaisha, for the due and punctual performance by the lessee of its obligations under the Allied Telesyn Sublease Agreement. By its letter of 7 October 2004, Allied Telesyn confirmed that other than the corporate guarantee, Allied Telesyn has not furnished to IPark any deposit (whether by way of bank guarantee or cash);

- subject to JTC's consent and there being no breaches of the terms of the Allied Telesyn Sublease Agreement during the Term or the first option term (as the case may be) or at the time of its expiry, the lessee has two options to renew the lease for further terms of three years each. The rent for the first option term shall be agreed between the parties but shall not be less than the current rent for the Term but not more than S$1.60 per sq ft. The rent for the second option term shall be agreed between the parties at the prevailing market rent but shall not be less than the rent for the first option term. All other terms and conditions for each option term shall be on the same terms and conditions as the Allied Telesyn Sublease Agreement, save for, *inter alia*, the provisions for the option to renew; and

- the lessee must not sublet the Building or any part thereof without the prior written consent of the lessor (such consent not to be unreasonably withheld) and the prior written consent of the mortgagee (if any) and JTC.

Pursuant to a letter of offer dated 25 May 2005 (as amended by JTC's letters of 20 June 2005 and 21 June 2005) issued by JTC (the ''Driveway Land Offer Letter''), which Driveway Land Offer Letter was accepted by Mapletree Trustee Pte. Ltd., JTC agreed to grant to Mapletree Trustee Pte. Ltd., a lease of the land known as Private Lot A1898710 at Tai Seng Link also known as part of Government Survey Lot 6267K of Mukim 23, comprising a land area of approximately 280 sq m (subject to survey) (the ''Driveway Land'') for a term of 28 years 6 months and 9 days commencing from 6 August 2005 and an option to renew for a further term of 30 years, on the terms and conditions of the Driveway Land Offer Letter. By its said letter of 21 June 2005, JTC also consented to (i) the lease of the Driveway Land by Mapletree Trustee Pte. Ltd. to Allied Telesyn and (ii) the assignment of the lease of the Driveway Land by Mapletree Trustee Pte. Ltd. to the Trustee.

Pursuant to a lease agreement (the ''Driveway Land Lease Agreement'') dated 23 June 2005 made between Mapletree Trustee Pte. Ltd. and Allied Telesyn, Mapletree Trustee Pte. Ltd. agreed to lease the Driveway Land to Allied Telesyn.

Principal terms of the Driveway Land Lease Agreement include, *inter alia*, the following:

- the term of the lease commences on a date to be notified by the lessor and ends on the date of expiry or sooner determination of the term of the Allied Telesyn Sublease Agreement;
- the monthly rent payable by the lessee for the period commencing on 1 August 2005 (or such other date as the parties may mutually agree) and expiring on 3 October 2010 shall be S$1,887;
- in the event that the lessee exercises its first option to renew under the Allied Telesyn Sublease Agreement, a renewal term is granted for the period (the ''First Renewal Term'') commencing on 4 October 2010 and expiring on 3 October 2013. The monthly rent payable by the lessee in respect of the First Renewal Term shall be at a revised rent to be agreed between the parties, which rent shall not be less than S$1,887 but not more than S$2,944;
- in the event that the lessee exercises its second option to renew under the Allied Telesyn Sublease Agreement, a second renewal term is granted for the period (the ''Second Renewal Term'') commencing on 4 October 2013 and expiring on 3 October 2016. The monthly rent payable by the lessee in respect of the Second Renewal Term shall be at a revised rent to be agreed between the parties, based on the then prevailing market rate but which revised rent shall not be less than S$2,944; and
- a security deposit in cash representing 12 months' rent is payable by the lessee. The lessee shall maintain the security deposit at an amount equivalent to 12 months' rent at all times during the term.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired (i) the remainder of the 30 years leasehold title granted under the Building Agreement, subject to the Allied Telesyn Sublease Agreement and (ii) the remainder of the leasehold title granted under the Driveway Land Offer Letter. The Allied Telesyn Sublease Agreement and the Driveway Land Lease Agreement were assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

KLW Industrial Building

A State Lease No. 21760 was issued by the President of the Republic of Singapore, as lessor, in favour of JTC, as lessee, in respect of the Property for a term of 99 years commencing from 29 December 1971.

Principal terms of State Lease No. 21760 include, *inter alia*, the following:

- the lessee must use the land for industrial development only in accordance with the plans approved or to be approved by the competent authority;
- JTC must surrender *gratis* all lands required for roads or other public improvements; and
- the lessor is entitled to exercise the right of re-entry if JTC fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or remedy that the lessor may have.

There is no restriction in the State Lease on JTC's right to sublease the Property. The terms of the State Lease will be binding on the purchaser of the Property.

A registered Lease No. I/90145P comprised in Certificate of Title (SUB) Volume 580 Folio 164 (the ''JTC Lease'') was issued by JTC to KLW Wood Products Pte Ltd (''KLW'') for a term of 30 years commencing from 1 May 1994 for the Property.

Principal terms of the JTC Lease include, *inter alia*, the following:

- provisions for the payment of annual rent by the lessee to JTC in advance by quarterly instalments. The annual rent is subject to revision on the first day of May every year, to the prevailing market rent, subject to a yearly fixed rental increase of 4.0% over the yearly rent for each immediately preceding year;

- a prohibition against the lessee demising, assigning, mortgaging, letting, subletting, underletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- a covenant by JTC to grant to the lessee a further lease of 30 years commencing from the date of expiry of the current term, subject to there being no breach of the terms of the JTC Lease at the expiry of the current term.

Mapletree Trustee Pte. Ltd., as trustee of MLT (prior to the execution of the Supplemental Deed of Appointment and Retirement of Trustee) entered into a sale and purchase agreement dated 6 December 2004 with KLW for the sale and purchase of the Property together with the plant and equipment in the Property at the price of S$15.666666 million. The sale and purchase agreement contains certain limited representations and warranties by KLW in respect of, *inter alia*, the Property. Claims for breach of warranties are subject to certain limitations as set forth in the sale and purchase agreement, including, but not limited to, provisions for an aggregate minimum sum claimed and for an aggregate maximum liability. By its letter of 24 November 2004 (the ''KLW Approval Letter''), JTC granted consent for the transfer of the Property to Mapletree Trustee Pte. Ltd., on the terms and conditions of the KLW Approval Letter.

Such terms and conditions include, *inter alia*, the following:

- a prohibition (the ''Prohibition'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property within three years from the date of completion of the assignment (the ''Prohibition Period'') except that the lessee may, subject to JTC's prior written consent, sublet the Property or mortgage or charge the Property for the purposes of obtaining financing for the working capital requirements of the lessee;
- after the Prohibition Period, there is a prohibition (the ''Restriction'') against the lessee demising, assigning, charging, creating a trust or agency, mortgaging, letting, subletting, granting a licence or parting with or sharing possession or occupation of the whole or part of the Property without JTC's prior written consent; and
- in granting its consent relating to the Prohibition or the Restriction or otherwise, JTC may impose terms and conditions, including, but not limited to, a condition requiring the assignee (*i.e.* the purchaser) be subject to the Prohibition for a period of three years from the date of the assignment except that the assignee (*i.e.* the purchaser) may sublet or mortgage or charge the Property with JTC's prior written consent, and the payment of monies, fee or deposit.

Completion of the sale and purchase of the Property took place on 6 December 2004.

On completion of the sale and purchase of the Property, Mapletree Trustee Pte. Ltd. (as lessor) had entered into a sublease agreement dated 6 December 2004 with KLW (as lessee) and KLW Holdings Limited (as guarantor) for a lease of the Property to KLW. By the KLW Approval Letter, JTC also permitted the subletting of the Property to KLW on the terms and conditions of the KLW Approval Letter.

The principal terms of the sublease agreement include, *inter alia*, the following:

- the term of the sublease is for a term of 10 years commencing from 6 December 2004 and ending on 5 December 2014 (the ''Term'');
- the initial annual rent payable by the lessee during the first year of the Term is S$1,440,000 and the initial annual service charge is S$360,000. Thereafter, the rent and service charge are subject to increase on the expiration of each year of the Term at a rate which is 1.5% of the rent and service charge which is payable for the preceding year;
- the lessee is to furnish to the lessor a security deposit of S$1,800,000 equivalent to one year's rent and service charge. Such security deposit may be furnished by the lessee in cash or by way of bank guarantee(s);
- the lessee is responsible, at its cost and expense, for keeping and maintaining the Property, the interior of the building erected on the Property and all the plant and equipment in the

Property, all fittings, fixtures and installations thereon and therein in good and tenantable repair and condition, including all necessary replacement and renewal thereof;

- the lessee may not sublet the Property or any part thereof without the prior written consent of the lessor (such consent not to be unreasonably withheld) and JTC and any other competent authorities;
- in consideration of the lessor entering into the lease agreement with the lessee, the guarantor agrees to guarantee the due performance of the lessee's obligations under the sublease agreement;
- the lessee is responsible for the payment of subletting fees levied by JTC and the relevant authorities in the event that the lessee is permitted to sublet the Property;
- subject to the consent of JTC and any other competent authority, the lessee has an option to renew its lease of the Property for a further term of five years on terms and conditions to be mutually agreed between the lessee and the lessor;
- the lessor is responsible for carrying out all certifications and tests of proper maintenance of services such as lifts, fire detection and protection system, emergency generator, emergency lighting, pressurisation systems etc. which are required to be obtained for the periodic renewal of fire safety certificates for the building pursuant to the Fire Safety Act, Chapter 109A of Singapore and all necessary structural inspections to the building by structural engineers once every five years (or within such periods as are required) in accordance with the Building Control Act, Chapter 29 of Singapore; and
- the lessor is responsible for the payment of the JTC land rent and the property tax levied on the Property by relevant authorities.

After execution of the Supplemental Deed of Appointment and Retirement of Trustee, the Trustee (with the consent of JTC) acquired the remainder of the 30 years leasehold title granted under the JTC Lease, subject to the sublease agreement with KLW and KLW Holdings Limited. The sublease agreement with KLW and KLW Holdings Limited was assigned by Mapletree Trustee Pte. Ltd. to the Trustee and the security deposit furnished by KLW pursuant to the sublease agreement and held by Mapletree Trustee Pte. Ltd., was transferred to the Trustee and where the security deposit (or part thereof) had been furnished by way of a bank guarantee, such bank guarantee (if assignable) was assigned by Mapletree Trustee Pte. Ltd. to the Trustee.

Property Management Agreement

The Properties which comprise the initial portfolio of MLT and any properties located in Singapore subsequently acquired by MLT, whether such properties are directly or indirectly held by MLT, or are wholly or partly owned by MLT will be managed by the Property Manager in accordance with the terms of the Property Management Agreement.

The Property Management Agreement was entered into on 24 June 2005 by the Trustee, the Manager and the Property Manager pursuant to which the Property Manager was appointed to operate, maintain, manage and market all the properties of MLT located in Singapore, subject to the overall management by the Manager.

The Property Management Agreement provides that in respect of each Property and in respect of each subsequently acquired property, the Trustee, the Manager and the Property Manager will enter into a separate property management agreement in the form and on the terms set out in a schedule to the Property Management Agreement, in order to incorporate the specific terms set out in the Property Management Agreement in their application to each of such properties.

The initial term of the Property Management Agreement is five years from the Listing Date.

Six months prior to expiry of the initial term of the Property Management Agreement, the Property Manager may request to extend its appointment for a further five years on the same terms and conditions, except for revision of all fees payable to the Property Manager to market rates prevailing at the time of such extension.

Two months before expiry of the initial term, the Trustee will decide the prevailing market rates for the extension term, based on the recommendation of the Manager. If the 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 shall, based on the recommendation of the Manager, agree to extend the appointment of the Property Manager for the extension term, on the revised fees based on the prevailing market rates determined as aforesaid, subject to the approval of the Unitholders of MLT, if such approval is required pursuant to any applicable legislation or regulations (including regulatory requirements on Related Party Transactions relating to real estate investment trusts).

The Trustee shall not be obliged to extend the appointment of the Property Manager if the above conditions are not fulfilled.

Property Manager's Services

The services provided by the Property Manager for each property under its management include the following:

- property management services, recommending third party contracts for provision of property maintenance services, supervising the performance of contractors, arranging for adequate insurances and ensuring compliance with building and safety regulations;
- lease management services, including coordinating tenants' fitting-out requirements, administration of rental collection, management of rental arrears, and administration of all property tax matters;
- marketing and marketing coordination services, including initiating lease renewals and negotiation of terms; and
- project management services in relation to the development or redevelopment (unless otherwise prohibited by the Property Funds Guidelines or any other laws or regulations), the refurbishment, retrofitting and renovation works to a property, including recommendation of project budget and project consultants, and supervision and implementation of the project.

Fees

Under the Property Management Agreement, the Property Manager is entitled to the following fees, 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, the Trustee will pay the Property Manager for each property a property management fee of 2.0% per annum of the Gross Revenue of the relevant property.

In relation to any new property in Singapore which is hereafter acquired by MLT where the property management services to be provided for that property is varied from the scope of services set out in the Property Management Agreement, the Trustee, the Manager and the Property Manager may require an adjustment of the property management fees for such new property so long as it does not exceed the maximum of 2.0% per annum of the Gross Revenue.

Lease management fees

For lease management services, the Trustee will pay the Property Manager for each property a lease management fee of 1.0% per annum of the Gross Revenue of the relevant property.

Property tax services fees

In addition, in relation to the services provided by the Property Manager in respect of property tax objections submitted to the tax authorities on any proposed annual value of a property, the Property Manager is entitled to the following fees if as a result of such objections, the proposed annual value is reduced resulting in a property tax savings for the relevant property:

- where the proposed annual value is S$1.0 million or less, a fee of 7.5% of the property tax savings;

- where the proposed annual value is more than S$1.0 million but does not exceed S$5.0 million, a fee of 5.5% of the property tax savings; and
- where the proposed annual value is more than S$5.0 million, a fee of 5.0% of the property tax savings.

The above-mentioned fee is a lump sum fixed fee based on the property tax savings calculated on a 12-month period. If in compliance with applicable regulatory requirements relating to Related Party Transactions, the approval of Unitholders is required for payment of such fees, such payment will be subject to the obtaining of such Unitholders' approval, and if such approval cannot be obtained within the requisite time period for lodgement of such objections, the Property Manager shall not be obliged to undertake the relevant property tax objections and the Trustee shall be entitled to engage other consultants to undertake the relevant property tax objections.

Marketing services commissions

For marketing services provided for a property, the Trustee will pay the Property Manager the following commissions:

- one month's gross rent inclusive of service charge, for securing a tenancy of three years or less;
- two months' gross rent inclusive of service charge, for securing a tenancy of more than three years;
- if a third party agent secures a tenancy, the Property Manager will be responsible for all marketing services commissions payable to such third party agent, and the Property Manager will be entitled to a marketing services commission of:
  - 1.2 months' gross rent inclusive of service charge for securing a tenancy of three years or less; and
  - 2.4 months' gross rent inclusive of service charge for securing a tenancy of more than three years;
- half month's gross rent inclusive of service charge, for securing a renewal of tenancy of three years or less; and
- one month's gross rent inclusive of service charge, for securing a renewal of tenancy of more than three years.

Project management services fees

For the project management services, the Trustee will pay the Property Manager the following fees for the development or redevelopment (if not prohibited by the Property Funds Guidelines or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on a property:

- where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs;
- where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs;
- where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs; and
- where the construction costs exceed S$50.0 million, a fee to be mutually agreed by the parties.

For the purpose of calculating the fees payable to the Property Manager, "construction costs" means all construction costs and expenditure valued by the quantity surveyor engaged by the Trustee for the project, excluding development charges, differential premiums, statutory payments, consultants' professional fees and GST.

If in compliance with applicable regulatory requirements relating to Related Party Transactions relating to real estate investment trusts, the approval of Unitholders is required for payment of any of the above-mentioned fees for project management services, such payment will be subject to the obtaining of such Unitholders' approval, and if such approval is not obtained, the Property Manager shall not be obliged to undertake the relevant project management services and the Trustee shall be entitled to engage other consultants to undertake the relevant project management services.

Reimbursable Amounts

In addition to its fees, the Property Manager will be fully reimbursed for each property under its management:

- the employment and remuneration costs of the team of personnel employed by the Property Manager for the provision of services to that property; and
- the employment and remuneration costs relating to the centralised team of employees of the Property Manager who provide group services for all properties of MLT under its management, which costs are apportioned by the Property Manager to that property,

as approved in each annual budget by the Trustee following the recommendation of the Manager.

Expenses

The Property Manager is authorised to utilise funds deposited in operating accounts maintained in the name of the Trustee and to make payment of all costs and expenses incurred in the operation, maintenance, management and marketing of each property within each annual budget approved by the Trustee on the recommendation of the Manager.

Provision of office space

Where applicable, the Trustee shall permit employees of the Property Manager engaged to manage a property to occupy suitable office space at such property (as approved by the Trustee on the recommendation of the Manager) without the Property Manager being required to pay any rent, service charge, utility charges or other sums.

Termination

The Trustee or the Manager may terminate the appointment of the Property Manager in relation to all the properties of MLT under the management of the Property Manager on the occurrence of certain specified events, which include the liquidation or cessation of business of the Property Manager.

The Trustee or the Manager may also terminate the appointment of the Property Manager specifically in relation to a property under its management in the event of the sale of such property, but the Property Management Agreement will continue to apply with respect to the remaining properties managed by the Property Manager under the terms of the Property Management Agreement.

In addition, if the Property Manager, within 90 days of receipt of written notice, fails to remedy any breach (which is capable of remedy) of its obligations in relation to a property, the Trustee or the Manager may terminate the appointment of the Property Manager in relation only to such property in respect of which the breach relates, upon giving 30 days' written notice to the Property Manager.

On the termination of the appointment of the Property Manager, the Manager shall, as soon as practicable, 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 Property Management Agreement to a new trustee of MLT or a new manager of MLT appointed in accordance with the terms of the Trust Deed. With the approval of the Trustee, which approval shall not be unreasonably withheld, the Property Manager is also entitled to novate its respective rights, benefits and obligations under the Property Management Agreement to any wholly owned direct or indirect subsidiary of the Sponsor.

Exclusion of Liability

In the absence of fraud, negligence, wilful default or breach of the Property Management Agreement by the 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 Property Management Agreement.

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, negligence, wilful default or breach of the Property Management Agreement by the Property Manager, its employees or agents.

No Restriction on Property Manager

The Property Manager may provide services similar to those contemplated under the Property Management Agreement to other parties operating in the same or similar business as MLT, or in other businesses.

Right of First Refusal

An agreement was entered into on 24 June 2005 between the Trustee and the Sponsor pursuant to which MLT was granted a right of first refusal over properties which are primarily used for logistics purposes and, if applicable, the shares or equity interests in single purpose companies which hold such properties (together, the "Relevant Assets"), which are:

- (in the case of Relevant Assets located in Singapore) wholly owned by a Mapletree Entity; or
- (in the case of Relevant Assets located outside Singapore) wholly or partly owned by a Mapletree Entity.

Where:

- a Mapletree Entity proposes to sell a Relevant Asset (excluding a sale of a Relevant Asset by a Mapletree Entity to any related corporation of such Mapletree Entity pursuant to a reconstruction, amalgamation, restructuring, merger or any analogous event); or
- a proposed offer of sale of a Relevant Asset is made to a Mapletree Entity, and

the Sponsor reasonably determines that such Relevant Asset is suitable as an asset for MLT, the Sponsor shall give written notice thereof to the Trustee, and will grant to the Trustee the first right to purchase the Relevant Asset for the benefit of MLT.

If (i) the Trustee does not enter into a binding commitment for the purchase of the Relevant Asset within 30 days (or such longer period as may be mutually agreed) from the date of the Trustee's receipt of the relevant documents or (ii) the Trustee indicates in writing that it will not be purchasing the Relevant Asset or (iii) the proposed purchase of the Relevant Asset is aborted by the Trustee, the relevant Mapletree Entity is entitled to (as the case may be):

- sell its Relevant Asset to a third party on terms and conditions no more favourable to the third party than those offered by the Mapletree Entity to the Trustee; or
- purchase the Relevant Asset offered to it without any accountability, liability or obligation to the Trustee.

For Relevant Assets located outside Singapore, the right of first refusal shall be subject to the applicable laws, regulations and government policies (including those in other countries relating to property ownership by foreign persons) as well as overriding contractual obligations of the relevant Mapletree Entity (if any).

The right of first refusal was granted by the Sponsor to the Trustee for a period of five years from the Listing Date, for so long as the Manager remains the manager of MLT and the Sponsor and/or any of its related corporations remains a shareholder in the Manager.

Mapletree (Prima) Call Option Agreement

On completion of the sale and purchase of 201 Keppel Road, the Trustee will enter into the Mapletree (Prima) Call Option Agreement with the Sponsor pursuant to which the Trustee will grant to the Sponsor a call option which, if exercised by the Sponsor, will require the Trustee to sell 201 Keppel Road to the Sponsor at a purchase price which is to be the average of two property valuations (taking into account the outline planning approval hereinafter referred to in this paragraph) carried out by property valuers appointed by the Trustee or such higher amount as may be required to comply with the Property Funds Guidelines, and on such other terms as may be prescribed by the Trustee in good faith as arm's length commercial terms which the Trustee will require for independent third party sales transaction, including *inter alia*, the requirement for obtaining Unitholders' approval for such sale and all other relevant governmental and regulatory approvals. The call option may only be exercised by the Sponsor, *inter alia*, (i) after the expiry or earlier termination of the lease agreement with Prima and (ii) in the event the Sponsor is able to obtain an outline planning approval for the redevelopment of such Property to commercial and/or residential use. Under the Mapletree (Prima) Call Option Agreement, the Trustee will undertake not to sell or transfer such Property or grant any other option inconsistent with the Mapletree (Prima) Call Option Agreement provided that the Trustee is not restricted or prevented from creating any mortgage, charge or other encumbrance over such Property and provided that such mortgagee or chargee shall not be restricted or prevented from enforcing its security and exercising its rights of sale of such Property free from all rights granted to the Sponsor under the Mapletree (Prima) Call Option Agreement.

TAXATION

The following summary of certain Singapore income tax consequences of the purchase, ownership and disposition of the Units is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (possibly with retroactive effect). 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. Investors should consult their own tax advisers concerning the application of Singapore income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Units arising under the laws of any other taxing jurisdiction.

The IRAS has issued the Tax Ruling on the taxation of MLT and its Unitholders.

Taxation of MLT

Subject to meeting the terms and conditions of the Tax Ruling, the Trustee will not be taxed in Singapore on MLT's taxable income. Instead, the Trustee and the Manager will deduct income tax at the prevailing corporate tax rate from distributions to Unitholders that are made out of MLT's taxable income. However, to the extent that the beneficial owner is an individual or a Qualifying Unitholder, the Trustee and Manager will make the distributions without deducting any Singapore income tax. To the extent that the beneficial owner is a foreign non-individual Unitholder, the Trustee and Manager will deduct Singapore income tax at the reduced rate of 10.0% for distributions made during the period from 18 February 2005 to 17 February 2010.

A Qualifying Unitholder is a Unitholder who is a:

- tax resident Singapore-incorporated company;
- body of persons registered or constituted in Singapore (for example, town council, statutory board, registered charity, registered co-operative society, registered trade union, management corporation, club and trade and industry association); or
- Singapore branch of a foreign company which has presented a letter of approval from the IRAS granting a waiver from tax deducted at source in respect of distribution from MLT.

To obtain distributions free of tax deducted at source, Unitholders who are Qualifying Unitholders must disclose their tax status in a prescribed form provided by the Trustee (see Appendix V, "Independent Taxation Report").

The Singapore Government announced in the 2005 Budget on 18 February 2005 that the tax rate on distributions made by real estate investment trusts listed on the SGX-ST to foreign non-individual investors during the period from 18 February 2005 to 17 February 2010 will be reduced from 20.0% to 10.0%. A foreign non-individual investor is defined in the circular issued by the MAS on 28 February 2005 as one who is not a resident of Singapore for Singapore income tax purposes and:

- who does not have a permanent establishment in Singapore; or
- who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used by that person to acquire units in the real estate investment trust are not obtained from that operation.

Following this announcement, and subject to the precise wording of the legislation to be enacted for the reduction in tax rate as announced, distributions made to foreign non-individual Unitholders during the period from 18 February 2005 to 17 February 2010 will be subject to tax deduction at source at the rate of 10.0%.

Where the Units are held in joint names, the Trustee and Manager will deduct income tax from the distributions made out of MLT's taxable income, unless all the joint owners are individuals. Where the Units are held through a nominee, the Trustee and Manager will deduct income tax from the distributions made out of MLT's taxable income at the prevailing corporate tax rate except in the following situations:

- where the Units are held for the benefit of individuals or Qualifying Unitholders, tax may not be deducted at source under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units by the nominee to the Trustee and the Manager in a prescribed form provided by the Trustee;

- where the Units are held for the benefit of foreign non-individual Unitholders, tax may be deducted at the reduced tax rate of 10.0% for distributions made during the period from 18 February 2005 to 17 February 2010 under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units by the nominee to the Trustee and the Manager in a prescribed form provided by the Trustee; and
- where the Units are held by the nominees as agent banks or SRS operators acting for individuals who purchased the Units within the CPFIS or the SRS respectively, tax will not be deducted at source for distributions made in respect of these Units.

MLT will distribute 100.0% of its taxable income (other than gains on sale of real properties determined to be trading gains) and tax-exempt income (if any) for the period from the Listing Date to 31 December 2006. Thereafter, MLT will distribute at least 90.0% of MLT's taxable income (other than gains on sale of real properties determined to be trading gains) and tax-exempt income (if any). To the extent of the amount of taxable income not distributed, tax will be assessed on, and collected from, the Trustee on such amount. In the event of a distribution subsequently made out of such retained taxable income, the Trustee and Manager will not have to make a further deduction of income tax from the distribution made.

Gains or profits arising from sale of real properties, if considered to be trading gains derived from a trade or business carried on by MLT, will be taxable under Section 10(1)(a) of the Income Tax Act, Chapter 134 of Singapore. Tax on such gains or profits will be assessed on, and collected from, the Trustee.

The first distribution of MLT will be for the period from the Listing Date to 31 December 2005 and will be paid by the Manager on or before 1 March 2006.

Taxation of MLT's Unitholders

MLT Distributions

Individuals who hold the Units as Investment Assets

Distributions from real estate investment trusts that are authorised under Section 286 of the SFA (excluding distribution out of franked dividends) and paid to individuals are exempt from Singapore income tax. This tax exemption does not apply to distributions that are derived through a partnership in Singapore or from the carrying on of a trade, business or profession.

Individuals who hold the Units as investment assets directly or through a partnership outside Singapore will be exempt from Singapore income tax on distributions received from MLT, including distributions made out of income previously taxed at MLT's level (out of retained taxable income or out of gains or profits taxed as trading gains under Section 10(1)(a) of the Income Tax Act, Chapter 134 of Singapore). These individuals may claim a tax credit for the corresponding amount of tax paid by the Trustee and attributed to the distribution (hereinafter referred to as "imputed tax credit") as a set-off against their Singapore income tax liabilities.

Individuals who hold the Units as trading assets or through a Singapore partnership

Individuals who hold the Units as trading assets or through a Singapore partnership are subject to Singapore income tax on the gross amount of distributions that are made out of MLT's taxable income. Such distributions will be taxed in their hands at their applicable income tax rates.

Distributions made out of income previously taxed at MLT's level (out of retained taxable income or out of gains or profits taxed as trading gains under Section 10(1)(a) of the Income Tax Act, Chapter 134 of Singapore) will also be taxed in the hands of these individuals at their applicable income tax rates. The amount of distribution that is subject to Singapore tax is the re-gross amount (the amount of net distribution and the amount of the imputed tax credit). However, these individuals may claim the imputed tax credit as a set-off against their Singapore income tax liabilities.

Distributions made out of non-taxable capital gains of MLT will also be taxed in the hands of those individuals who hold the Units as trading assets, at their applicable income tax rates.

Non-individuals

Non-individual Unitholders are subject to Singapore income tax on the gross amount of distributions that are made out of MLT's taxable income, irrespective of whether or not tax has been deducted from the distributions by the Trustee and the Manager.

Where tax has been deducted at source at the prevailing corporate tax rate, the tax deducted is not a final tax. Non-individual Unitholders can use such tax deducted at source as a set-off against their Singapore income tax liabilities.

Foreign non-individual Unitholders will, subject to the precise wording of the legislation that will be enacted for the reduction of tax rate as announced by the Singapore Government in the 2005 Budget, be subject to tax at the reduced rate of 10.0% on distributions made by MLT during the five-year period from 18 February 2005 to 17 February 2010. The reduced rate of 10.0% is a final tax on the gross amount of distributions.

Distributions made out of income previously taxed at MLT's level (out of retained taxable income or out of gains or profits taxed as trading gains under Section 10(1)(a) of the Income Tax Act, Chapter 134 of Singapore) will also be taxed in the hands of these non-individuals at their applicable income tax rates. The amount of distribution that is subject to tax is the re-gross amount (the amount of net distribution and the imputed tax credit). However, these non-individuals may claim the imputed tax credit as a set-off against their Singapore income tax liabilities.

Distributions made out of non-taxable capital gains of MLT are not taxable in the hands of non-individual Unitholders provided that the Units are not held by them as trading assets.

Distribution out of tax-exempt income

Unitholders will not be subject to Singapore income tax on distributions made out of the tax-exempt income, if any, of MLT. Tax will also not be deducted at source from such distributions.

Summary of Key Singapore Tax Implications

For the convenience of readers and investors, the key Singapore tax implications on the distributions made out of MLT's taxable income and received by each class of Unitholders are summarised below:

Individuals who hold the Units in MLT directly and not through a partnership	• Taxable income covered by tax transparency will not be taxed at MLT's level. The distribution out of such income will also not be subject to tax deduction at source. • The distribution will be tax-exempt at the individuals' level if the Units are held as investment assets. • The distribution will however be subject to tax at the individuals' level at their applicable income tax rates if the Units are held as trading assets.
Individuals who hold the Units through a partnership	• Taxable income covered by tax transparency will not be taxed at MLT's level. The distribution out of such income will be subject to tax deduction at source at the prevailing corporate tax rate, currently at 20.0%. • The distribution will be taxed at the individuals' level at their applicable income tax rates if the Units are held through a Singapore partnership or as trading assets. The individuals may however claim a credit for the tax deducted at source. • The distribution will be tax-exempt at the individuals' level if the Units are held through a foreign partnership and as investment assets. The individuals may still claim a credit for the tax deducted at source.
Qualifying Unitholders[1]	• Taxable income covered by tax transparency will not be taxed at MLT's level. The distribution out of such income will also not be subject to tax deduction at source. • The distribution will however be subject to tax at the Qualifying Unitholders' level at their applicable income tax rates.
Foreign non-individual Unitholders[2]	• Taxable income covered by tax transparency will not be taxed at MLT's level. The distribution out of such income will be subject to tax deduction at source at the prevailing corporate tax rate. However, the distribution out of such income made during the period from 18 February 2005 to 17 February 2010 will be subject to tax deduction at source at the reduced tax rate of 10.0%. • The tax deducted at 10.0% is a final tax and such Unitholders do not need to pay any further Singapore tax on the distribution. Neither can such Unitholders claim a credit for the tax deducted at source.

Nominee Unitholders	• Taxable income covered by tax transparency will not be taxed at MLT's level. The distributions out of such income will however be subject to tax deduction at source at the prevailing corporate tax rate, currently at 20.0%, except in the following situations: – where the Units are held for the benefit of individuals or Qualifying Unitholders, tax may not be deducted at source under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units to the Trustee and the Manager; – where the Units are held for the benefit of foreign non-individual Unitholders, tax may be deducted at the reduced tax rate of 10.0% for distributions made during the period from 18 February 2005 to 17 February 2010 under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units to the Trustee and the Manager; and – where the Units are held by the nominees as agent banks or SRS operators acting for individuals who purchased the Units within the CPFIS or the SRS respectively, tax will not be deducted at source for distributions made in respect of these Units. • The tax treatment of the distribution in the hands of the beneficial Unitholders will depend on the status of the beneficial Unitholders.
Other Unitholders	• Taxable income covered by tax transparency will not be taxed at MLT's level. The distribution out of such income will however be subject to tax deduction at source at the prevailing corporate tax rate, currently at 20.0%. • The distribution will be taxed at the Unitholders' level at their applicable income tax rates. The Unitholders may claim a credit for the tax deducted at source.

Notes:

(1) A Qualifying Unitholder is a Unitholder who is:

(a) a Singapore-incorporated company which is tax resident in Singapore;

(b) a body of persons registered or constituted in Singapore (for example, town councils, statutory boards, registered charities, registered co-operative societies, registered trade unions, management corporations, clubs and trade and industry associations); or

(c) a Singapore branch of a foreign company which has presented a letter of approval from the IRAS granting a waiver from tax deduction at source in respect of distributions from MLT.

(2) A foreign non-individual Unitholder is a Unitholder who is not tax resident in Singapore and:

(a) who does not have a permanent establishment in Singapore; or

(b) if it has a permanent establishment in Singapore, who did not acquire the Units with funds obtained from the operation carried on in Singapore through that permanent establishment.

Disposal of Units

Any gains on disposal of the Units are not liable to Singapore tax provided the Units are held as investment assets. Where the Units are held as trading assets, any gains on disposal of the Units are liable to tax under Section 10(1)(a) of the Income Tax Act (Chapter 134 of Singapore). Where the Units are not held as trading assets but the Unitholder had the intention or purpose of making a profit at the time of acquiring the Units *i.e.*, the Units are not intended to be held for purposes of long-term investment, any gains on disposal of the Units could be construed as "gains or profits of an income nature" liable to tax under Section 10(1)(g) of the Income Tax Act (Chapter 134 of Singapore).

Terms and Conditions of the Tax Ruling

The application of the Tax Ruling is conditional upon the Trustee and the Manager fulfilling certain terms and conditions. The Trustee and the Manager have given the relevant undertakings to take all reasonable steps necessary to safeguard the IRAS against tax leakages and to comply with all administrative requirements to ensure ease of tax administration.

The IRAS has expressly reserved the rights to review, amend and revoke the Tax Ruling either in part or in whole at any time.

Stamp Duty

The Singapore Government also announced in the 2005 Budget on 18 February 2005 that stamp duty on the instruments of transfer of Singapore immovable properties from a company or an individual to real estate investment trusts to be listed or already listed on the SGX-ST would be remitted for a five-year period from 18 February 2005.

Following this announcement, and subject to the precise wording of the legislation that will be enacted for the stamp duty remission as announced, stamp duty would be remitted on the transfer of Singapore immovable properties from a company or an individual to MLT for a five-year period from 18 February 2005.

In an adjudication obtained from the Commissioner of Stamp Duties, it was confirmed that based on certain terms of the Trust Deed, the sale, purchase and transfer of the Units is not subject to stamp duty.

PLAN OF DISTRIBUTION

The Manager is making an offering of 310,877,000 Units (representing approximately 56.9% of the total number of Units in issue after the Offering) for subscription at the Offering Price under the Placement Tranche and the Public Offer. 17,697,000 Mapletree Reserved Units (representing approximately 5.4% of the Offering) will be reserved for subscription by the directors, management, employees and business associates of the Sponsor and its subsidiaries. A minimum of 30,000,000 Units will be offered under the Public Offer. Units may be re-allocated between the Placement Tranche and the Public Offer in the event of excess applications in one and a deficit of applications in the other.

Separate from the Offering, 24,998,000 Mapletree Partnership Units have been pre-committed and reserved for subscription by the Investing Vendors at the Offering Price.

The Public Offer is open to members of the public in Singapore. Under the Placement Tranche, the Manager intends to offer the Units by way of an international placement through the Underwriters to investors, including institutional and other investors in Singapore.

Under the terms and conditions contained in an underwriting agreement entered into between the Underwriters, the Manager, the Sponsor and SPL on 18 July 2005, the Manager has agreed to issue to the Underwriters, and the Underwriters have severally, and not jointly, agreed to subscribe for 310,877,000 Units at the Offering Price and/or to procure the subscription of those Units at the Offering Price, in the amounts below:

Underwriters	**Number of Units**
DBS Bank Ltd	155,438,500
UBS AG, acting through its business group, UBS Investment Bank	155,438,500
Total	310,877,000

The Units will initially be offered at the Offering Price Range. The Offering Price per Unit in the Placement Tranche and the Public Offer will be identical. The Underwriters have agreed to subscribe and pay for, or procure subscription and payment for, 310,877,000 Units at the Offering Price, less the Underwriting, Selling and Management Commissions and certain costs and expenses of the Offering which are to be borne by MLT.

To the extent of those Sienna Units that are subsequently sold pursuant to the exercise of the Over-allotment Option, MLT will bear the Underwriting, Selling and Management Commissions in respect of such Units.

The Offering Price of between S$0.63 to S$0.68 will be determined, following a book-building process, by agreement between the Underwriters and the Manager on the Price Determination Date, which is expected to be 22 July 2005 but is subject to change. Failing such agreement on the Price Determination Date and subject to the Underwriting Agreement not being terminated, the Offering Price will be S$0.63 (the minimum subscription price of the Offering Price Range). Among the factors that will be considered in determining the Offering Price are the level of investor demand for the Units and the prevailing market conditions in the securities markets.

The Manager and the Sponsor have agreed in the Underwriting Agreement to indemnify the Underwriters against certain liabilities.

The Underwriting Agreement also provides that the obligations of the Underwriters to subscribe for or procure the subscription of the Units in the Offering are subject to certain conditions contained in the Underwriting Agreement.

The Underwriting Agreement may be terminated by the Underwriters at any time prior to payment being made for the Units, upon the occurrence of certain events including, among other things, any change in national or international monetary, financial, political or economic conditions, currency exchange rates, foreign exchange controls or other events in the nature of force majeure, any moratorium on trading of securities generally on the SGX-ST, The Stock Exchange of Hong Kong Limited, London Stock Exchange plc or the New York Stock Exchange, Inc, or any moratorium on banking, foreign exchange, settlement or clearing services affecting Singapore, Hong Kong, London or New York, or any material adverse change or development involving a prospective material adverse change in taxation in

Singapore, in each case the effect of which is such as would be, in the view of the Underwriters, likely to prejudice materially the success of the Offering and distribution of the Units or dealings in the Units in the secondary market.

Subscribers of the Units may be required to pay brokerage (and if so required, such brokerage will be up to 1.0% of the Offering Price) and applicable stamp duties, taxes and other similar charges (if any) in accordance with the laws and practices of the country of subscription, in addition to the Offering Price.

The Underwriters and their affiliates may engage in transactions with, and perform services for, the Manager, the Sponsor, the Trustee, MLT and SPL in the ordinary course of business and have engaged, and may in the future engage, in commercial banking and/or investment banking transactions with the Manager, the Sponsor, the Trustee, MLT and SPL, for which they have received, or may in the future receive, customary compensation.

Over-allotment and Price Stabilisation

SPL has granted the Over-allotment Option to the Underwriters for the purchase of up to an aggregate of 46,500,000 Units at the Offering Price. The number of Sienna Units subject to the Over-allotment Option will not be more than 15.0% of the number of Units under the Offering. The Stabilising Manager, on behalf of itself and the other Underwriter, may exercise the Over-allotment Option, in full or in part, within 30 days after the Listing Date, solely to cover over-allotments of Units (if any) in connection with the Offering.

In connection with the Over-allotment Option, the Stabilising Manager and SPL have entered into a unit lending agreement dated 18 July 2005 pursuant to which the Stabilising Manager may borrow up to an aggregate of 46,500,000 Units from SPL for the purpose of facilitating settlement of the over-allotment of Units (if any) in connection with the Offering. The Stabilising Manager will re-deliver to SPL 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 may, in consultation with the other Underwriter, 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. 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, if commenced, may be discontinued at any time and shall not be effected after the the earlier of (i) the date falling 30 days from the commencement of trading of the Units on the SGX-ST or (ii) the date when the over-allotment of the Units which are the subject of the Over-allotment Option has been fully covered (through the purchase of the Units on the SGX-ST and/or the exercise of the Over-allotment Option by the Stabilising Manager, on behalf of itself and the other Underwriter). Any profit after expenses derived, or any loss sustained, as a consequence of the Over-allotment Option or stabilising activities shall be for the account of the Underwriters.

None of SPL, the Manager, the Underwriters, the Sponsor and 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 SPL, the Manager, the Underwriters, the Sponsor and the Stabilising Manager makes any representation that 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, 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

MLPPL, SPL and MPL

Subject to the exceptions described below, each of MLPPL, SPL and MPL has agreed with the Underwriters that it will not, without the prior written consent of the Underwriters (such consent not to be unreasonably withheld or delayed), directly or indirectly offer, sell or contract to sell or otherwise dispose of (a) any or all of its Units during the First Lock-up Period and (b) more than 50.0% of its Units (adjusted for any bonus issue or subdivision) during the Second Lock-up Period (together, the "Lock-up Periods").

The restriction described in the preceding paragraph does not apply to:

- the transfer of Units between wholly owned subsidiaries of the Sponsor, provided that the transferor procures that each such subsidiary gives a similar undertaking for the remainder of the Lock-up Periods; and
- (in the case of SPL only) any securities lending arrangement with the Underwriters or any sale or transfer of the Sienna Units by SPL pursuant to the exercise of the Over-allotment Option.

The Sponsor

The Sponsor has agreed with the Underwriters that it will not, without the prior written consent of the Underwriters (such consent not to be unreasonably withheld or delayed), directly or indirectly offer, sell or contract to sell or otherwise dispose of its effective interest in (a) any or all of the Lock-up Units during the First Lock-up Period and (b) more than 50.0% of the Lock-up Units during the Second Lock-up Period.

The Investing Vendors

The Investing Vendors have each agreed that they will not directly or indirectly offer, sell or contract to sell or otherwise dispose of their Units (which collectively comprise the Mapletree Partnership Units) or any part thereof, until the date falling 90 days (in the case of Boustead Projects Pte Ltd, Ban Teck Han Enterprise Co Pte Ltd and Teckwah Industrial Corporation Ltd) and 180 days (in the case of DG Logistik Pte. Ltd. and Tian An Investments Pte Ltd) from the Listing Date.

The Manager

The Manager has agreed with the Underwriters that it will not (and will not cause or permit MLT to), for the First Lock-up Period, directly or indirectly, without the prior written consent of the Underwriters (such consent not to be unreasonably withheld or delayed), offer, issue, sell, contract to issue or sell or otherwise dispose of, or enter into a transaction (including a derivative transaction) with a similar effect to the foregoing, deposit any Units (or any securities convertible or exchangeable for Units which carry rights to subscribe for or purchase Units) 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 foregoing transactions.

The restriction described in the preceding paragraph does not apply to the Units to be offered under the Offering, the Mapletree Partnership Units, the Sienna Units and any Units to be issued to the Manager in full or part payment of the Manager's fees under the Trust Deed.

If, for any reason, the Offering is not completed by 1 August 2005, the lock-up arrangements described above will be terminated.

SGX-ST Listing

MLT 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, MLT, the Manager or the Units. It is expected that the Units will commence trading on the SGX-ST on a "ready" basis on or about 28 July 2005.

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.

Issue Expenses

The estimated amount of the expenses in relation to the Offering (based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit and assuming that the Over-allotment Option is exercised in full) includes the Underwriting, Selling and Management Commissions, professional and other fees and all other incidental expenses in relation to the Offering, which will be borne by MLT. A breakdown of these estimated expenses is as follows[1]:

	(S$'000)
Professional and other fees[2]	2,279
Underwriting, Selling and Management Commissions[3]	6,683
Miscellaneous Offering expenses[4]	2,027
Total estimated expenses of the Offering	10,989

Notes:

(1) Amounts exclude GST, where applicable.

(2) Includes financial advisory fees, solicitors' fees and fees for the Independent Reporting Accountants, the Independent Tax Adviser, the Independent Valuer and other professionals' fees.

(3) Assuming that the Over-allotment Option is exercised in full and based on the maximum subscription price of the Offering Price Range of S$0.68 per Unit. Such commissions represent 2.75% of the gross proceeds of the Offering (assuming that the Over-allotment Option is exercised in full) and 2.75% on a per Unit basis.

(4) Includes cost of prospectus production, road show expenses and certain other expenses incurred or to be incurred in connection with the Offering.

Distribution and Selling Restrictions

No action has been or will be taken in any jurisdiction that would permit a public offering of the Units or the possession, circulation or distribution of this Prospectus or any other offering or publicity material relating to MLT or the Units in any country or jurisdiction (other than Singapore, where action for the purpose is required). Accordingly, the Units may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material, circular, form of application or advertisement in connection with the Units may be distributed or published, in or from any country or jurisdiction except under circumstances that will result in compliance with all applicable laws and regulations of any such country or jurisdiction.

United States of America

The Units have not been and will not be registered under the Securities Act and may not be offered sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Units are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. Each Underwriter has severally agreed that it will not offer, sell or deliver the Units, except as permitted by the Underwriting Agreement.

In addition, until 40 days after the commencement of the Offering, an offer or sale of the Units within the United States or to any U.S. person by any dealer (whether or not participating in the Offering) may violate the registration requirements of the Securities Act.

Terms used in this section have the meanings given to them by Regulation S.

United Kingdom

The Units are interests in a collective investment scheme which has not been authorised or reviewed by the Financial Services Authority ("FSA") or any other regulatory authority of the United Kingdom. Accordingly, this Prospectus is not being distributed to, and must not be passed on to, or relied or acted upon by, the public in the United Kingdom.

This Prospectus is for distribution in the United Kingdom only to persons (i) who have professional experience in matters relating to unregulated collective investment schemes, or (ii) who fall within Article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and Article 22(2)(a) to (d) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 each as amended, or (iii) to whom communications relating to unregulated collective investment schemes may otherwise lawfully be made.

Each Underwriter has represented and agreed that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the Units in, from or otherwise involving the United Kingdom.

By way of explanation, the following persons fall within Article 49(2)(a) to (d) and Article 22(2)(a) to (d):

(1) a body corporate which has more than 20 members or which is a subsidiary undertaking of a parent undertaking which has more than 20 members and which has a called up share capital or net assets of not less than £500,000;

(2) any other body corporate, unincorporated association or partnership which has a called up capital or net assets of not less than £5 million;

(3) the trustee of a high value trust (being a trust where the aggregate value of the cash and investments which form part of the trust's assets (before deducting the amount of its liabilities) is (a) £10 million or more, or (b) has been £10 million or more at any time during the year immediately preceding the date on which this communication was first directed); or

(4) any person acting in the capacity of a director, officer or employee of one of the previous three categories of persons and whose responsibilities include him or her engaging in investment activity.

Any investment or investment activity to which this Prospectus relates is only available to such persons or will be engaged in only with such persons and this financial promotion must not be relied or acted upon by persons who do not fall within those Articles. Expressions of interest resulting from this Prospectus will only be responded to if received from persons falling within those Articles.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a ''Relevant Member State''), each Underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the ''Relevant Implementation Date''), it has not made and will not make an offer of Units to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Units which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Units to the public in that Relevant Member State at any time:

(a) to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or

(c) in any other circumstances which do not require the publication by the Manager of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an ''offer of Units to the public'' in relation to any Units in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Units to be offered so as to enable an investor to decide to purchase or subscribe the Units, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **''Prospectus Directive''** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Malaysia

The Units shall not be offered or sold, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia other than pursuant to an offer or invitation as specified in Schedule 2 of the Securities Commission Act 1993 or prescribed by the Minister of Finance under Section 38(1)(b) of the Securities Commission Act 1993.

No Unitholder may sell, transfer or otherwise dispose of all or any part of its legal or beneficial interest in any of the Units to any person unless:

(a) such sale, transfer or disposition is subject to the condition that such person shall undertake to observe the restrictions set out in this section entitled "Distribution and Selling Restrictions", including the requirement in this paragraph (a) to impose similar restrictions on any subsequent Unitholder; and

(b) such sale, transfer or disposition shall not breach the provisions of the Securities Commission Act 1993 (as amended from time to time) or the Exchange Control Act 1953 or any regulations or notices issued thereunder (as amended from time to time).

Save as otherwise expressly authorised by any applicable law, no person may issue any prospectus, circular or other offering material or make any public announcement, general solicitation or general advertising (including, without limitation, in any general advertisement, article, notice or other similar communication published in any newspaper, magazine or similar media or in any broadcast over television or radio or publicly accessible electronic screens or other such similar media) in connection with the offer, sale, purchase, resale, distribution or delivery of any of the Units unless such material has been previously authorised and published by the Manager for any such purpose.

Without limitation to the above, each Unitholder will observe all applicable laws and regulations in any jurisdiction (including Malaysia) in which it may offer, sell, distribute or deliver the Units or distribute any document or other material in connection therewith.

Ireland

The Units may not be offered or sold, directly or indirectly, in Ireland, other than to persons whose ordinary business is to buy or sell shares or debentures whether as principal or agent.

The Netherlands

The Units may not be offered or sold, directly or indirectly, in the Netherlands, as part of the initial distribution of each of the Underwriters or as part of any re-offering, and neither this Prospectus nor any other document in respect of the Offering may be distributed or circulated in the Netherlands, other than to individuals or legal entities who or which, in the conduct of a business or profession, deal or invest in investment objects (*beleggingsobjecten*) within the meaning of article 1 of the Regulation in implementation of section 14 of the Investment Institutions Supervision Act (*Uitvoeringsregeling ex artikel 14 Wet toezicht beleggingsinstellingen*).

Germany

The Units have not been notified for public distribution in Germany under the German Foreign Investment Funds Act (*Auslandinvestment-Gesetz*). Therefore, the Units and this Prospectus and any other document relating to the Units shall not be distributed in Germany by way of a public offer, public advertising or in a similar manner.

France

The Units have not and will not be offered or sold, directly or indirectly, to the public in France and neither this Prospectus nor any other offering material has been nor will be submitted to the clearance procedure of the Autorité des Marches Financiers, and may not be released or distributed to the public in France.

Investors in France may only purchase the securities for their own account and in accordance with article L. 411-2 of the French Monetary and Financial Code, and decree no. 98-880 dated 1 October 1998, provided they are "qualified investors" within the meaning of said decree. Any resale, directly or indirectly, to the public of the securities offered may be effected only in compliance with article L. 411-1 of the French Monetary and Financial Code.

Australia

This Prospectus has not been lodged with the Australian Securities and Investments Commission, and is not a disclosure document or product disclosure statement for the purposes of Australian law.

Units may only be offered in Australia by the holder of an Australian financial services licence ("Licensee") appointed by the Manager under an intermediary authorisation to arrange the issue of Units. A person receiving this Prospectus in Australia should not apply for Units unless this Prospectus is accompanied by an offer from the Licensee to arrange for the issue of the Units.

The provision of this Prospectus to any person in Australia does not constitute an offer of the Units to that person or an invitation to that person to subscribe for the Units unless the recipient is a person to whom an offer of the Units may be made in Australia without the need for a product disclosure statement under Chapter 7.9 of the Corporations Act 2001 (Cwlth). This Prospectus is not, and under no circumstances is to be construed as, an advertisement or a public offering of the Units in Australia. MLT is not registered as a managed investment trust scheme in Australia, and no securities commission or similar authority in Australia has reviewed or in any way passed upon this document or the merits of investing in the Units. The Units may not be resold in Australia within a period of 12 months after the date of issue otherwise than on a basis excluded from disclosure in accordance with sections 1012D or 1012DA of the Corporations Act 2001 (Cwlth).

This is not a securities recommendation or investment advice. You should seek your own financial advice.

The Prospectus has been prepared without taking account of any investor's objectives, financial situation or needs, and before acting on it, investors should consider the appropriateness of the information in this Prospectus, having regard to their own objectives, financial situation and needs.

Italy

The Units may not be offered or sold, directly or indirectly, in Italy except to professional investors (*operatori qualificati*) as defined in Article 31 of CONSOB Regulation No. 11522 of 1 July 1998, as amended, with the exception of asset management companies authorised to manage investment portfolios in accordance with mandates given by investors on a client by client basis and fiduciary companies regulated by art. 60, paragraph 4, of Legislative Decree n.415/96. In Italy, an authorised intermediary, as defined in Article 25 of CONSOB Regulation No. 11522, must conduct any such offer or sale, and any distribution of a prospectus or rendering of advice in relation thereto.

Hong Kong

The Units may not be offered or sold in Hong Kong, by means of any document, other than to "professional investors" as defined in the Securities and Futures Ordinance (Chapter 571) of Hong Kong and any rules made under that Ordinance.

MLT has not been authorised by the Hong Kong Securities and Futures Commission. In the circumstances, no advertisement, invitation or document relating to the Units may be issued, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except by a person permitted to do so under the securities laws of Hong Kong) other than with respect to Units which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance (Chapter 571) of Hong Kong and any rules made under that Ordinance. This Prospectus and the information contained herein may not be used other than by the person to whom it is addressed and may not be reproduced in any form or transmitted to any person in Hong Kong. The offer contained in this Prospectus is not capable of acceptance by any person other than the person to whom it is addressed.

Switzerland

The Units will not be distributed and offered, directly or indirectly, to the public in Switzerland and this Prospectus may not be publicly distributed or otherwise made publicly available in Switzerland. This Prospectus does not constitute a public offering prospectus as that term is understood pursuant to art. 652a or art. 1156 of the Swiss Code of Obligations. Neither the Manager nor the Trustee has applied nor will they apply for a listing of the Units on the SWX Swiss Exchange or any other exchange or regulated securities market in Switzerland, and consequently, the information presented in this Prospectus does not necessarily comply with the information standards set out in the relevant listing rules. The Units being offered pursuant to this Prospectus have not been registered with the Swiss Federal Banking Commission under the Swiss Investment Fund Act. Therefore, investors do not benefit from protection under the Swiss Investment Fund Act or supervision by the Swiss Federal Banking Commission.

The Units will be distributed and offered in Switzerland, and this Prospectus will be distributed or otherwise made available in Switzerland on a private placement basis to a limited number of individually selected and approached institutional investors with a professional treasury without any public distribution, offering or marketing in or from Switzerland.

For United Arab Emirates residents only

Each Underwriter has represented and agreed that the Units have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and/or sale of securities. The information contained in this Prospectus does not constitute a public offer of securities in the United Arab Emirates in accordance with the Commercial Companies Law (Federal Law No. 8 of 1984 (as amended)) or otherwise is not intended to be an offer or an invitation to subscribe for or purchase any Units. Further, the information contained in this Prospectus is not intended to lead to the conclusion of any contract of whatsoever nature within the territory of the United Arab Emirates.

CLEARANCE AND SETTLEMENT

Introduction

A letter of eligibility has been obtained from the SGX-ST for the listing and quotation of the Units. For the purpose of trading on the SGX-ST, a board lot for the Units will comprise 1,000 Units.

Upon listing and quotation on the SGX-ST, 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 accountholders and facilitates the clearance and settlement of securities transactions between accountholders 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 0.05% of the transaction value, subject to a maximum of S$200.00 per transaction. The clearing fee, deposit fee and unit withdrawal fee may be subject to GST (currently 5.0%).

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 third 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, the Independent Reporting Accountants, were responsible for preparing the Independent Accountants' Report on the Profit Forecast and Profit Projection and the Independent Accountants' Report on the Unaudited Pro Forma Balance Sheet as at Listing Date found in Appendix I and Appendix II of this Prospectus, respectively.

Colliers International Consultancy & Valuation (Singapore) Pte Ltd, the Independent Valuer, was responsible for preparing the Independent Property Valuation Summary Report found in Appendix III of this Prospectus.

CB Richard Ellis (Pte) Ltd, the Independent Property Consultant, was responsible for preparing the section of this Prospectus entitled "The Logistics Property Markets in Singapore and the Asia-Pacific Region" and the Independent Logistics Property Market Overview Report found in Appendix IV of this Prospectus.

Ernst & Young, the Independent Tax Adviser, was responsible for preparing the Independent Taxation Report found in Appendix V of this Prospectus.

The Independent Reporting Accountants, the Independent Valuer, the Independent Property Consultant and the Independent Tax Adviser 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, Wong Partnership, Mallesons Stephen Jaques and Shook Lin & Bok 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.

GENERAL INFORMATION

(1) The profit forecast and profit projection contained in "Profit Forecast and Profit Projection" have been stated by the Directors after due and careful enquiry.

(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 MLT 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 consolidated basis) of MLT.

(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 principal directorships of each Director and those executive officers of the Manager who held appointments as directors over the last five years preceding 30 April 2005 is set out in Appendix VIII, "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) Save as disclosed below, none of the Directors or executive officers of the Manager is or was involved in any of the following events:

- a petition under any bankruptcy laws of any jurisdiction filed against him or her at any time during the last 10 years;
- being a partner of any partnership against which a petition under any bankruptcy laws of any jurisdiction has been filed at any time during the last 10 years;
- being a director or a key executive of any corporation against which a petition under any laws of any jurisdiction has been filed for the winding up of that corporation on the ground of insolvency at any time during the last 10 years;
- having an unsatisfied judgment against him or her;
- convicted of any offence, in Singapore or elsewhere, involving fraud or dishonesty which is punishable with imprisonment for three months or more, or being the subject of any criminal proceedings (including any pending criminal proceedings which he or she is aware of) for such purpose;
- convicted 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 being the subject of any criminal proceedings (including any pending criminal proceedings which he or she is aware of) for such breach;
- having any judgment entered against him or her 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 at any time during the last 10 years;
- having any judgment against him or her in any civil proceedings in Singapore or elsewhere involving a finding of fraud, misrepresentation or dishonesty on his or her part at any time during the last 10 years;
- being the subject of any civil proceedings (including any pending civil proceedings which he or she is aware of) involving an allegation of fraud, misrepresentation or dishonesty on his or her part at any time during the last 10 years;
- convicted in Singapore or elsewhere of any offence in connection with the formation or management of any corporation;
- disqualified from acting as a director of any corporation, or taking part in any way directly or indirectly in the management of any corporation;

- been subject to any order, judgment or ruling of any court, tribunal or governmental body permanently or temporarily enjoining him or her from engaging in any type of business practice or activity; and
- to his or her knowledge been concerned with the management or conduct, in Singapore or elsewhere, of the affairs of:
  — any corporation which has been investigated for a breach of any law or regulatory requirement governing corporations in Singapore or elsewhere; or
  — any corporation or partnership 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 or she was so concerned with the corporation or partnership.

Mr Tan Boon Leong was one of the directors of Bintan Lagoon Resort Ltd, which has been placed under compulsory winding up on the ground of insolvency. Mr Tan was nominated to the board of directors of Bintan Lagoon Resort Ltd by a minority shareholder, Seletar Investments Pte Ltd, which held 10.0% of the issued share capital of Bintan Lagoon Resort Ltd. Seletar Investments Pte Ltd is an investment holding company and is a wholly owned subsidiary of Temasek Holdings (Private) Limited. Mr Tan was not involved in the day-to-day management and operations of Bintan Lagoon Resort Ltd.

(7) The financial year-end of MLT is 31 December. The annual audited financial statements of MLT will be prepared and sent to Unitholders within three months of the financial year-end.

(8) A full valuation of each of the real estate assets held by MLT will be carried out at least once a year in accordance with the Property Funds Guidelines. Generally, where the Manager proposes to issue new Units or to redeem existing Units, a valuation of the real properties held by MLT must be carried out in accordance with the Property Funds Guidelines. The Manager or the Trustee may at any other time arrange for the valuation of any of the real properties held by MLT if it is of the opinion that it is in the best interest of Unitholders to do so.

(9) While MLT 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.

(10) The Manager does not intend to receive soft dollars (as defined in the CIS Code) in respect of MLT. 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 MLT, or any part of any fees, allowances or benefits received on purchases charged to MLT.

(11) The dates of, parties to, and general nature of, every material contract which the trustee of MLT 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 MLT) are as follows:

  (a) the Trust Deed;

  (b) Prima Call Option Agreement, the Sebarok Call Option Agreement and the CIAS Call Option Agreement relating to the Sponsor Properties;

  (c) the put and call option agreements, and (for the properties where the acquisitions are completed) the sale and purchase agreements, relating to Properties (other than the Sponsor Properties) as described in ''Certain Agreements relating to Mapletree Logistics Trust and the Properties'';

  (d) the Mapletree (Prima) Call Option Agreement;

  (e) the Property Management Agreement;

  (f) the right of first refusal agreement as described in ''Certain Agreements Relating to Mapletree Logistics Trust and the Properties — Right of First Refusal'';

(g) the separate agreements relating to part repayments in Units of certain loans granted by MLPPL or MPL, as the case may be, to MLT, as described in "Ownership of the Units — Units to be Issued to MLPPL, MPL and SPL"; and

(h) the agreement relating to the distribution of the Private Trust Distribution Amount to MLPPL, as described in "Distributions".

(12) Copies of the following documents are available for inspection at the registered office of the Manager located at 1 Maritime Square, #13-01 HarbourFront Centre, Singapore 099253 for a period of six months from the date of this Prospectus:

(a) the material contracts referred to in paragraph 11 above, save for the Trust Deed (which will be available for inspection for so long as MLT is in existence);

(b) the Underwriting Agreement;

(c) the subscription agreements entered into between each of the Investing Vendors and the Manager in relation to their respective subscriptions for the Mapletree Partnership Units;

(d) the subscription agreement entered into between SPL and the Manager in relation to SPL's subscription for the Sienna Units;

(e) the Independent Accountants' Report on the Profit Forecast and Profit Projection as set out in Appendix I of this Prospectus;

(f) the Independent Accountants' Report on the Unaudited Pro Forma Balance Sheet as at Listing Date as set out in Appendix II of this Prospectus;

(g) the Independent Property Valuation Summary Report as set out in Appendix III of this Prospectus as well as the full valuation reports for each of the Properties;

(h) the Independent Logistics Property Market Overview Report as set out in Appendix IV of this Prospectus;

(i) the Independent Taxation Report as set out in Appendix V of this Prospectus;

(j) the written consents of each of the Independent Reporting Accountants, the Independent Valuer, the Independent Property Consultant and the Independent Tax Adviser, as described in "Experts";

(k) the undertaking of the Manager to the MAS covenanting, among other things, not to deal in the Units during certain stipulated periods as described in "The Manager — Dealings in Units"; and

(l) the Depository Services Agreement.

GLOSSARY

%	Per centum or percentage
3PL	Third party logistics
6 Changi South Lane	The Property known as 6 Changi South Lane Singapore 486400
11 Tai Seng Link	The Property known as 11 Tai Seng Link Singapore 534182
21/23 Benoi Sector	The Property known as 21/23 Benoi Sector Singapore 629856
60 Alps Avenue	The Property known as 60 Alps Avenue Singapore 498815
61 Alps Avenue	The Property known as 61 Alps Avenue Singapore 498798
70 Alps Avenue	The Property known as 70 Alps Avenue Singapore 498801
201 Keppel Road	The Property known as 201 Keppel Road Singapore 099419
531 Bukit Batok Street 23	The Property known as 531 Bukit Batok Street 23 Singapore 659547
ALPS	Airport Logistics Park of Singapore
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 Offer
Appraised Value	In relation to a property, the value for that property as at 31 May 2005 as appraised by the Independent Valuer
Asia-Pacific	Includes Asia, Australia and the Middle East
Associate	Has the meaning ascribed to it in the Listing Manual
AYE	Ayer Rajah Expressway
Ban Teck Han Building	The property at 21 Serangoon North Avenue 5 Singapore 554864 and known as Ban Teck Han Building
Base Fee	0.5% per annum of the value of MLT's Deposited Property
Board	The Board of Directors of the Manager
Business Day	Any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the SGX-ST is open for trading
CB Richard Ellis	CB Richard Ellis (Pte) Ltd
CDP	The Central Depository (Pte) Limited
CIAS Call Option Agreement	The agreement dated 24 June 2005 between the Trustee and Bougainvillea Realty Pte Ltd pursuant to which the Trustee is granted the right to require Bougainvillea Realty Pte Ltd to enter into a sale and purchase agreement for the sale of CIAS Flight Kitchen to the Trustee
CIAS Flight Kitchen	The property at 50 Airport Boulevard Singapore 819658 and known as CIAS Flight Kitchen
CIS Code	The Code on Collective Investment Schemes issued by the MAS
Companies Act	Companies Act, Chapter 50 of Singapore
CPF	Central Provident Fund
CPFIS	CPF Investment Scheme
Current Unit Value	At any time, the net asset value of the Deposited Property divided by the number of Units in issue and deemed to be in issue at that time

DBS Bank	DBS Bank Ltd
Deposited Property	The gross assets of MLT, including the Properties and all the authorised investments of MLT for the time being held or deemed to be held upon the trusts under the Trust Deed
Depository Services Agreement	The depository services agreement dated 24 June 2005 entered into between CDP, the Manager and the Trustee relating to the deposit of the Units in CDP
Director	Director of the Manager
Distribution Centre Properties	21/23 Benoi Sector, Ban Teck Han Building and Tentat Districentre
EDB	Economic Development Board
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
Facility	The unsecured three-year floating rate term loan facility of S$150.0 million granted to MLT by Oversea-Chinese Banking Corporation Limited, The Hongkong and Shanghai Banking Corporation Limited and Standard Chartered Bank
Facility Agreement	The facility agreement dated 25 June 2005 made between the Trustee (as borrower) and Oversea-Chinese Banking Corporation Limited, The Hongkong and Shanghai Banking Corporation Limited and Standard Chartered Bank (as lenders), relating to the Facility
First Lock-up Period	The period commencing from the Listing Date until the date falling 180 days after the Listing Date
Food and Cold Storage Logistics Properties	CIAS Flight Kitchen and 201 Keppel Road
Forecast Period 2005	1 August 2005 to 31 December 2005
FTZ	Free Trade Zone
FTZ Third Party Logistics Properties	70 Alps Avenue, 60 Alps Avenue and 61 Alps Avenue
GDP	Gross Domestic Product
GFA	Gross Floor Area
Gross Foreshore Area	The aggregate of the areas of the foreshore and seabed comprised in the following lots: (i) Lot 319X Mukim 34 containing an estimated area of 235.6 sq m; (ii) Lot 320K Mukim 34 containing an estimated area of 75.4 sq m; (iii) Lot 323L Mukim 34 containing an estimated area of 111.8 sq m; (iv) Lot 1054A Mukim 34 containing an estimated area of 7,102.9 sq m; (v) Lot 1055K Mukim 34 containing an estimated area of 4,312.7 sq m; (vi) Lot 318N Mukim 34 containing an estimated area of 1,586.2 sq m;

	(vii) Lot 1077M Mukim 34 containing an estimated area of 3,956 sq m;
	(viii) Lot 1063M Mukim 34 containing an estimated area of 1,058.5 sq m;
	(ix) Lot 461C Mukim 34 containing an estimated area of 1,263.8 sq m;
	(x) Lot 1234N Mukim 34 containing an estimated area of 5,913.9 sq m;
	(xi) Lot 1056N Mukim 34 containing an estimated area of 2,054 sq m;
	(xii) Lot 1057X Mukim 34 containing an estimated area of 657.6 sq m; and
	(xiii) Lot 1076C Mukim 34 containing an estimated area of 5,181.9 sq m
Gross Rent	Comprises net rental income (after rent rebates and provisions for rent free periods), service charge (which is a contribution paid by tenant(s) towards covering the operating maintenance expenses of the properties of MLT) and licence fees (where applicable)
Gross Revenue	Consists of (i) Gross Rent and (ii) other income earned from MLT's properties
GST	Goods and Services Tax
ha	Hectare(s)
HDB	Housing and Development Board
Hong Kong	The Hong Kong Special Administrative Region of the People's Republic of China
Independent Property Consultant	CB Richard Ellis (Pte) Ltd
Independent Reporting Accountants	KPMG
Independent Tax Adviser	Ernst & Young
Independent Valuer	Colliers International Consultancy & Valuation (Singapore) Pte Ltd
Industrial Warehousing Properties	531 Bukit Batok Street 23, KLW Industrial Building and 11 Tai Seng Link
interested party	Has the meaning ascribed to it in the Property Funds Guidelines
interested party transaction	Has the meaning ascribed to it in the Property Funds Guidelines
interested person	Has the meaning ascribed to it in the Listing Manual
interested person transaction	Has the meaning ascribed to it in the Listing Manual
Investible Savings	The balance in a CPF Ordinary Account plus the net amounts (if any) withdrawn for education and investment
Investing Vendors	Ban Teck Han Enterprise Co Pte Ltd, Boustead Projects Pte Ltd, DG Logistik Pte. Ltd., Teckwah Industrial Corporation Ltd and Tian An Investments Pte. Ltd.
IRAS	Inland Revenue Authority of Singapore
Issue Price	Issue price of each Unit

Joint Financial Advisers, Underwriters and Bookrunners	DBS Bank and UBS
JTC	Jurong Town Corporation, also known as "JTC Corporation"
KLW Industrial Building	The property at 19 Senoko Loop Singapore 758169 and known as KLW Industrial Building
km	Kilometres
KN	Kilonewtons
Latest Practicable Date	24 June 2005, being the latest practicable date prior to the lodgment of this Prospectus with the MAS
Lettable Area	Space comprised in the Properties in respect of which MLT is or will be receiving Gross Rent
Lifung Centre	The property at 5B Toh Guan Road East Singapore 608829 and known as Lifung Centre
Listing Date	The date of admission of MLT to the Official List of the SGX-ST
Listing Manual	The Listing Manual of the SGX-ST
Lock-up Periods	The First Lock-up Period and the Second Lock-up Period
Lock-up Units	The 163,925,000 Units which will be owned by MLPPL and MPL on the Listing Date, the Sienna Units (to the extent that any of them are returned to SPL) and the Mapletree Partnership Units (to the extent that any of them are not subscribed for by the Investing Vendors and are taken up by the Sponsor)
Logistics	The term "logistics" refers to the process of planning, implementing and controlling the efficient, effective flow and storage of goods, services and related information from point of origin to point of consumption for the purpose of conforming to customer requirements, and is intended to cover a broad range of uses, including but not limited to, third party logistics (including contract logistics services), supply chain management, distribution, warehousing and transportation, inventory management including oil and chemical storage, cold storage, and food processing and supply
Manager	Mapletree Logistics Trust Management Ltd., as manager of MLT
Mapletree Entities	The Sponsor and/or its wholly owned subsidiaries
Mapletree Partnership Units	24,998,000 Units pre-committed and reserved for subscription by the Investing Vendors at the Offering Price
Mapletree (Prima) Call Option Agreement	The call option agreement to be entered into by the Trustee in favour of the Sponsor, on completion of the Trustee's acquisition of 201 Keppel Road, pursuant to which the Sponsor is granted a right to require the Trustee to sell 201 Keppel Road to the Sponsor upon the fulfilment of certain conditions precedent
Mapletree Reserved Units	17,697,000 Units reserved for subscription by the directors, management, employees and business associates of Mapletree Investments Pte Ltd and its subsidiaries
Mapletree Sponsor Units	The 163,924,998 Units to be issued to MLPPL and MPL as part repayment of certain loans granted to MLT
Market Day	A day on which the SGX-ST is open for trading in securities
MAS	The Monetary Authority of Singapore

MLPPL	Mapletree Logistics Properties Pte. Ltd., a wholly owned subsidiary of the Sponsor
MLT	Mapletree Logistics Trust
MPL	Mangrove Pte. Ltd., a wholly owned subsidiary of the Sponsor
Net Investment Income	Consists of Net Property Income and any other income of MLT (comprising mainly interest income, if any, but excluding any non-operating income such as gains on disposal or revaluation of properties) less borrowing costs, the Manager's management fees, and trust expenses (comprising recurring operating expenses such as the Trustee's fee, annual listing fees, registry fees, accounting, audit and tax advisory fees, valuation fees, costs associated with the preparation and distribution of reports to Unitholders, investor communication costs and other miscellaneous expenses relating to MLT) (before tax, if any)
Net Property Income	Consists of Gross Revenue less Property Expenses
Non-FTZ Third Party Logistics Properties	6 Changi South Lane, TIC Tech Centre and Lifung Centre
Offering	The offering of 310,877,000 Units by the Manager for subscription at the Offering Price under the Placement Tranche and the Public Offer
Offering Price	The subscription price of each Unit under the Offering, currently expected to be between S$0.63 and S$0.68
Offering Price Range	S$0.63 to S$0.68 per Unit
Oil and Chemical Logistics Property	Pulau Sebarok
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 SPL to the Underwriters to purchase from SPL up to an aggregate of 46,500,000 Units at the Offering Price, solely to cover the over-allotment of Units (if any)
Participating Banks	DBS Bank (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited (the "UOB Group")
Performance Fee	3.6% per annum of the Net Property Income in the relevant financial year (calculated before accounting for this additional fee in that financial year)
PIE	Pan Island Expressway
Placement Tranche	The international placement of Units to investors, including institutional and other investors in Singapore, pursuant to the Offering
PRC or China	The People's Republic of China, excluding, for the purposes of this Prospectus only, Hong Kong Special Administrative Region and the Macau Special Administrative Region of the People's Republic of China
Prescribed Period	For the first Prescribed Period, the period from and including the Listing Date to and including 31 December 2005 and, for any subsequent Prescribed Periods, the period from and including 1 January in one calendar year to and including 31 December in the same calendar year

Price Determination Date	22 July 2005 (subject to change)
Prima Call Option Agreement	The agreement dated 24 June 2005 between the Trustee and HarbourFront Eight Pte Ltd pursuant to which the Trustee is granted the right to require HarbourFront Eight Pte Ltd to enter into a sale and purchase agreement for the sale of 201 Keppel Road to the Trustee
Private Trust Distribution Amount	The distribution by MLT on the day immediately preceding the Listing Date of an aggregate amount based on the Manager's best estimate of MLT's net income (net of tax payable thereon by MLT) for the period from 5 July 2004 to the day immediately preceding the Listing Date
Projection Year 2006	1 January 2006 to 31 December 2006
Properties	70 Alps Avenue, 60 Alps Avenue, 61 Alps Avenue, 6 Changi South Lane, TIC Tech Centre, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, CIAS Flight Kitchen, 201 Keppel Road, Pulau Sebarok, 531 Bukit Batok Street 23, KLW Industrial Building, and 11 Tai Seng Link, and "Property" means any one of them
Property Expenses	Comprises (a) the Property Manager's fees, (b) property tax, (c) payments of land rents to JTC, (d) property maintenance expenses, (e) utilities charges and (f) other property expenses
Property Funds Guidelines	The guidelines for real estate investment trusts issued by the MAS as Appendix 2 to the CIS Code
Property Management Agreement	The master property management agreement dated 24 June 2005 made between the Trustee, the Manager and the Property Manager pursuant to which the Property Manager will provide certain property management, lease management, marketing services and other services for the Properties and for all properties located in Singapore hereafter acquired by MLT
Property Manager	Mapletree Property Management Pte. Ltd.
Public Offer	The offering to the public in Singapore
Pulau Sebarok	The property comprised in the whole of Lots 326W, 598V, 599P, 659A, 319X, 320K, 323L, 1054A, 1055K, 318N, 1077M, 1063M, 461C, 1234N, 1056N, 1057X and 1076C of Mukim 34 and known as Pulau Sebarok
Qualifying Unitholders	Unitholders who are tax resident Singapore-incorporated companies, bodies of persons registered or constituted in Singapore (for example, town councils, statutory boards, registered charities, registered co-operative societies, registered trade unions, management corporations, clubs and trade and industry associations), Singapore branches of foreign companies which have presented a letter of approval from the IRAS granting a waiver from tax deduction at source in respect of distributions from MLT and "Qualifying Unitholder" refers to any one of them
Recognised Stock Exchange	Any stock exchange of repute in any part of the world
Regulation S	Regulation S under the Securities Act
related party	Refers to an "interested person" (as defined in the Listing Manual) and/or, as the case may be, an "interested party" (as defined in the Property Funds Guidelines)

Related Party Transactions	Refers to an ''interested person transaction'' (as defined in the Listing Manual) and/or, as the case may be, an ''interested party transaction'' (as defined in the Property Funds Guidelines)
S$ or Singapore dollars and cents	Singapore dollars and cents, the lawful currency of the Republic of Singapore
SCM	Supply chain management
Sebarok Call Option Agreement	The agreement dated 24 June 2005 between the Trustee and Bougainvillea Realty Pte Ltd pursuant to which the Trustee is granted the right to require Bougainvillea Realty Pte Ltd to enter into a sale and purchase agreement for the sale of Pulau Sebarok to the Trustee
Second Lock-up Period	The period commencing from the day immediately following the First Lock-up Period until the date falling 360 days after the Listing Date
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
SFA or Securities and Futures Act	Securities and Futures Act, Chapter 289 of Singapore
SGX-ST	Singapore Exchange Securities Trading Limited
Sienna Units	46,500,000 Units to be placed to SPL and which will be lent to the Underwriters to cover the over-allotment of Units (if any)
SLA	Singapore Land Authority
Special Extraordinary Resolution	A resolution proposed and passed by a vote representing 75.0% or more of the Units in issue at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed
SPL	Sienna Pte. Ltd., a wholly owned subsidiary of the Sponsor
Sponsor	Mapletree Investments Pte Ltd
Sponsor Properties	Pulau Sebarok, CIAS Flight Kitchen and 201 Keppel Road
sq ft	Square foot or square feet (as the case may be)
sq m	Square metre or square metres (as the case may be)
SRS	Supplementary Retirement Scheme
Stabilising Manager	UBS AG, acting through its business group, UBS Investment Bank
Substantial Unitholder	Any Unitholder with an interest in one or more Units constituting not less than 5.0% of all Units in issue
Supplemental Deed of Appointment and Retirement of Manager	The supplemental deed dated 14 June 2005 effecting the appointment of the Manager and the retirement of the Sponsor as the manager of MLT
Supplemental Deed of Appointment and Retirement of Trustee	The supplemental deed dated 24 June 2005 effecting the appointment of HSBC Institutional Trust Services (Singapore) Limited and the retirement of Mapletree Trustee Pte. Ltd. as the trustee of MLT
TIC Tech Centre	The property at 25 Pandan Crescent Singapore 128477 and known as TIC Tech Centre
Tax Ruling	The tax ruling dated 13 May 2005 issued by the IRAS on the taxation of MLT and its Unitholders
Tentat Districentre	The property at 37 Penjuru Lane Singapore 609215 and known as Tentat Districentre

Third Party Properties	70 Alps Avenue, 60 Alps Avenue, 61 Alps Avenue, 6 Changi South Lane, TIC Tech Centre, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, 531 Bukit Batok Street 23, KLW Industrial Building and 11 Tai Seng Link
Trust Deed	The trust deed dated 5 July 2004 constituting MLT, as amended by a Supplemental Deed of Appointment and Retirement of Manager dated 14 June 2005, the Supplemental Deed of Appointment and Retirement of Trustee and an amending and restating deed (both dated 24 June 2005)
Trustee	HSBC Institutional Trust Services (Singapore) Limited, as trustee of MLT
Unaudited Pro Forma Balance Sheet	The unaudited pro forma balance sheet setting out the assets and liabilities of MLT as at the Listing Date
UBS	UBS AG, acting through its business group, UBS Investment Bank
Underwriters	DBS Bank and UBS
Underwriting Agreement	The underwriting agreement dated 18 July 2005 entered into between the Sponsor, the Manager, the Underwriters and SPL
Underwriting, Selling and Management Commissions	The underwriting, selling and management commissions payable to the Underwriters for their services in connection with the Offering
Unit	An undivided interest in MLT as provided for in the Trust Deed
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
URA	Urban Redevelopment Authority of Singapore
US$ or US dollars	The lawful currency of the United States of America
weighted average occupancy rate	In respect of each Property, is derived by dividing the sum of the average occupied areas of the relevant Property by the total Lettable Area of the Property. The average occupied area of a Property is derived by multiplying the average occupancy rate of that Property by the Lettable Area for that Property

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-acted.

Any reference to a time of day in this Prospectus is made by reference to Singapore time unless otherwise stated.

INDEPENDENT ACCOUNTANTS' REPORT ON THE PROFIT FORECAST AND PROFIT PROJECTION

The Board of Directors
Mapletree Logistics Trust Management Ltd.
(in its capacity as Manager of Mapletree Logistics Trust)
1 Maritime Square
#13-01 HarbourFront Centre
Singapore 099253

HSBC Institutional Trust Services (Singapore) Limited
(in its capacity as Trustee of Mapletree Logistics Trust)
21 Collyer Quay
#14-01 HSBC Building
Singapore 049320

18 July 2005

Dear Sirs

Letter from the Reporting Accountants on the Profit Forecast for the Period from 1 August 2005 to 31 December 2005 and the Profit Projection for the Year Ending 31 December 2006

This letter has been prepared for inclusion in the prospectus (the "Prospectus") to be issued in connection with the offering of 310,877,000 units in Mapletree Logistics Trust ("MLT") at the offering price range of S$0.63 to S$0.68 per unit (the "Offering").

The directors of Mapletree Logistics Trust Management Ltd. (the "Directors") are responsible for the preparation and presentation of the forecast and projected Statements of Net Investment Income and Distribution for the period from 1 August 2005 to 31 December 2005 (the "Profit Forecast") and the year ending 31 December 2006 (the "Profit Projection") as set out on page 55 of the Prospectus, which have been prepared on the basis of their assumptions as set out on pages 56 to 61 of the Prospectus.

We have examined the Profit Forecast of MLT for the period from 1 August 2005 to 31 December 2005 and the Profit Projection for the year ending 31 December 2006 as set out on page 55 of the Prospectus in accordance with Singapore Standard on Assurance Engagements applicable to 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 56 to 61 of the Prospectus on which they are based.

Profit Forecast

Based on our examination of the evidence supporting the assumptions, nothing has come to our attention which causes us to believe that these 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 set out on pages II-10 to II-13 of the Prospectus, and is presented in accordance with the relevant presentation principles of Recommended Accounting Practice 7 (Revised) *"Reporting Framework for Unit Trusts"* (but not all the required disclosures) issued by the Institute of Public Accountants of Singapore ("ICPAS") in May 2005, which is the framework to be adopted by MLT 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 MLT is newly established with a short 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 included 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 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 as set out on pages II-10 to II-13 of the Prospectus, and is presented in accordance with the relevant presentation principles of Recommended Accounting Practice 7 (Revised) *"Reporting Framework for Unit Trusts"* (but not all the required disclosures) issued by the ICPAS in May 2005, which is the framework to be adopted by MLT 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 forecast and projected. For the reasons set out above, we do not express any opinion as to the possibility of achievement of the Profit Forecast and Profit Projection.

Attention is drawn, in particular, to the risk factors set out on pages 32 to 44 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 Directors' Profit Forecast and Profit Projection as set out on pages 61 to 63 of the Prospectus.

Yours faithfully

KPMG
Certified Public Accountants
(Partner-in-charge: Leong Kok Keong)

Singapore

INDEPENDENT ACCOUNTANTS' REPORT ON THE UNAUDITED PRO FORMA BALANCE SHEET AS AT LISTING DATE

The Board of Directors
Mapletree Logistics Trust Management Ltd.
(in its capacity as Manager of Mapletree Logistics Trust)
1 Maritime Square
#13-01 HarbourFront Centre
Singapore 099253

HSBC Institutional Trust Services (Singapore) Limited
(in its capacity as Trustee of Mapletree Logistics Trust)
21 Collyer Quay
#14-01 HSBC Building
Singapore 049320

18 July 2005

Dear Sirs

Unaudited Pro Forma Balance Sheet as at Listing Date

We report on the unaudited pro forma balance sheet of MLT as at Listing Date (the ''Unaudited Pro Forma Balance Sheet'') set out on pages II-3 to II-19 of the prospectus (the ''Prospectus'') to be issued in connection with the offering of 310,877,000 units in Mapletree Logistics Trust (''MLT''), which has been prepared for illustrative purposes only and based on certain assumptions after making certain adjustments.

The Unaudited Pro Forma Balance Sheet as at Listing Date has been prepared on the basis of the assumptions set out on pages II-4 and II-5 to provide information on the financial position of MLT, had the purchase of the properties comprising 70 Alps Avenue, 60 Alps Avenue, 6 Changi South Lane, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, CIAS Flight Kitchen, 201 Keppel Road, Pulau Sebarok and 531 Bukit Batok Street 23 been undertaken by MLT under the same terms set out in the Prospectus on the day MLT is admitted to the Official List of the Singapore Exchange Securities Trading Limited (''Listing Date''). These are in addition to the properties held by MLT as at 31 March 2005 comprising 61 Alps Avenue, TIC Tech Centre, KLW Industrial Building and 11 Tai Seng Link.

The Unaudited Pro Forma Balance Sheet has been prepared for illustrative purposes only and, because of its nature, may not give a true picture of MLT's actual financial position.

The Unaudited Pro Forma Balance Sheet is the responsibility of the directors of Mapletree Logistics Trust Management Ltd. (the ''Directors''). Our responsibility is to express an opinion on the Unaudited Pro Forma Balance Sheet based on our work.

We carried out procedures in accordance with Singapore Statement of Auditing Practice 24 ''*Auditors and Public Offering Documents*''. Our work, which involved no independent examination of the underlying financial information, consisted primarily of:

(i) comparing the Unaudited Pro Forma Balance Sheet to the audited financial statements of MLT for the period from 5 July 2004 (date of constitution) to 31 March 2005; and

(ii) considering the evidence supporting the pro forma adjustments and discussing the Unaudited Pro Forma Balance Sheet with the Directors.

The financial statements of MLT for the period from 5 July 2004 (date of constitution) to 31 March 2005 were audited by another firm of certified public accountants. The auditors' report thereon was not subject to any qualification, modification or disclaimer.

In our opinion:

(A) the Unaudited Pro Forma Balance Sheet has been properly prepared from the audited financial statements of MLT for the period from 5 July 2004 (date of constitution) to 31 March 2005 (which were prepared in accordance with Recommended Accounting Practice (''RAP'') 7 ''*Reporting Framework for Unit Trusts*'' issued by the Institute of Certified Public Accountants of Singapore (''ICPAS'')) and is presented in accordance with the relevant presentation principles of RAP 7 (Revised) issued by the ICPAS in May 2005;

(B) the Unaudited Pro Forma Balance Sheet has been properly prepared in a manner consistent with both the format of the balance sheet and the relevant accounting policies of MLT;

(C) each material adjustment to the information used in the preparation of the Unaudited Pro Forma Balance Sheet is appropriate for the purpose of preparing such a balance sheet; and

(D) the Unaudited Pro Forma Balance Sheet has been properly prepared on the basis of the assumptions set out on pages II-4 and II-5 after making the adjustments described on pages II-7 to II-9.

Yours faithfully

KPMG
Certified Public Accountants
(Partner-in-charge: Leong Kok Keong)

Singapore

(A) INTRODUCTION

Mapletree Logistics Trust (''MLT'') was constituted as a private trust in Singapore pursuant to a trust deed dated 5 July 2004 (''Trust Deed''), as amended by a Supplemental Deed of Appointment and Retirement of Manager dated 14 June 2005, and the Supplemental Deed of Appointment and Retirement of Trustee and an amending and restating deed, both dated 24 June 2005. The trust was established to acquire certain properties and with the intention that the units in MLT will ultimately be listed on the Main Board of the Singapore Exchange Securities Trading Limited (''SGX-ST''). Prior to the date MLT is admitted to the Official List of SGX-ST (the ''Listing Date''), MLT appointed Mapletree Logistics Trust Management Ltd. and HSBC Institutional Trust Services (Singapore) Limited as the Manager and the Trustee, respectively. In addition, MLT has appointed Mapletree Property Management Pte. Ltd. as the Property Manager. The Manager is an indirect wholly-owned subsidiary of Mapletree Investments Pte. Ltd. (the ''Sponsor''). The Property Manager is a direct wholly-owned subsidiary of the Sponsor.

MLT's principal investment strategy is to invest, whether directly or indirectly, in a diversified portfolio of income-producing real estate which is used for logistics purposes, whether wholly or partially, in Singapore and elsewhere in the Asia Pacific region, as well as real estate-related assets. On the Listing Date, MLT's property portfolio will comprise 70 Alps Avenue, 60 Alps Avenue, 61 Alps Avenue, 6 Changi South Lane, TIC Tech Centre, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, CIAS Flight Kitchen, 201 Keppel Road, Pulau Sebarok, 531 Bukit Batok Street 23, KLW Industrial Building and 11 Tai Seng Link (collectively, the ''Properties'').

The Manager is making an offering of 310,877,000 units (the ''Offering'') in MLT at an offering price range of between S$0.63 (the ''Minimum Subscription Price'') and S$0.68 (the ''Maximum Subscription Price'') per unit (the ''Offering Price''). The Offering consists of (i) an international placement to investors, including institutional and other investors in Singapore and (ii) an offering to the public in Singapore, of which 17,697,000 units are reserved for purchase by the directors, management, employees and business associates of the Sponsor and its subsidiaries. Separate from the Offering, the vendors of certain Properties have each entered into subscription agreements with the Manager to subscribe for an aggregate of 24,998,000 units (''Mapletree Partnership Units'') at the Offering Price. Also separate from the Offering, 46,500,000 units (''Sienna Units'') will be placed to Sienna Pte. Ltd. (''SPL''), to be lent to the underwriters to cover the over-allotment of units (if any) (the ''Over-allotment Option''). The units under the Offering, together with the Mapletree Partnership Units, the Sienna Units, the 2 units subscribed by Mapletree Logistics Properties Pte. Ltd. (''MLPPL'') on establishment of MLT and the 163,924,998 units (''Mapletree Sponsor Units'') to be issued to MLPPL and Mangrove Pte. Ltd. (''MPL'') as part repayment of certain loans granted to MLT, will be listed on the Main Board of SGX-ST. SPL, MLPPL and MPL are wholly-owned subsidiaries of the Sponsor.

Details on the Property Manager's fees, Manager's management fees and Trustee's fee are set out in Section G.

(B) PRO FORMA HISTORICAL FINANCIAL INFORMATION

No pro forma statements of total return, cash flow statement and balance sheet have been prepared to show the pro forma historical financial performance of MLT as:

- The Properties (save for CIAS Flight Kitchen, 201 Keppel Road and Pulau Sebarok) were acquired from third parties and historical financial information relating to the relevant Properties are not available to MLT;
- Several of the Properties (6 Changi South Lane, TIC Tech Centre, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre and 531 Bukit Batok Street 23) were wholly or partially occupied by their vendors prior to MLT's acquisition. As such, even if the relevant historical financial information were made available to MLT, MLT will not be able to identify the property-related expenses of these vendors from the expenses incurred by the vendors in connection with their overall business operations. There would also not be any historical rental income for the Properties occupied, wholly or partially, by the vendors; and

- Many of the Properties (70 Alps Avenue, 60 Alps Avenue, 6 Changi South Lane, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre and 531 Bukit Batok Street 23) have been owned by MLT for less than two months as at the date of this Prospectus. Any historical pro forma financial information in respect of such short periods is unlikely to be meaningful or accurately illustrate MLT's historical financial performance.

For the reasons set out above, the SGX-ST has granted MLT a waiver from the requirement to prepare pro forma historical statements of total return, cash flow statements and balance sheets. In lieu of such pro forma historical financial information, a pro forma balance sheet of MLT, setting out its assets and liabilities at the Listing Date, upon completion of the Offering and the acquisition of the Properties, has been compiled by the Manager as set out below.

(C) BASIS OF PREPARATION OF UNAUDITED PRO FORMA BALANCE SHEET AS AT LISTING DATE

An unaudited pro forma balance sheet of MLT as at the Listing Date (''Unaudited Pro Forma Balance Sheet'') is set out in this report. The Unaudited Pro Forma Balance Sheet is prepared for illustrative purposes only and based on certain assumptions after making certain adjustments.

The financial statements of MLT for the period from 5 July 2004 (date of constitution) to 31 March 2005, which were prepared in accordance with Recommended Accounting Practice 7 ''Reporting Framework for Unit Trusts'', were audited by PricewaterhouseCoopers, a firm of certified public accountants. The auditors' report thereon was not subject to any qualification, modification or disclaimer.

The Unaudited Pro Forma Balance Sheet is prepared based on the audited balance sheet of MLT as at 31 March 2005, and incorporating adjustments necessary to reflect the financial position of MLT as if it had acquired all the Properties (save for those which were already included in the audited financial statements as at 31 March 2005, as set out below) on the Listing Date, pursuant to the terms set out in the prospectus to be issued in connection with the Offering (the ''Prospectus''). As at 31 March 2005, MLT had acquired 61 Alps Avenue, TIC Tech Centre, KLW Industrial Building and 11 Tai Seng Link, and paid option fees for certain other Properties.

The Unaudited Pro Forma Balance Sheet has been prepared on the basis of the accounting policies set out in Section F and is to be read in conjunction with Section G. In addition, the Unaudited Pro Forma Balance Sheet has been prepared based on the assumption that the issue price of the units under the Offering, the Mapletree Partnership Units and the Sienna Units is S$0.68 per unit and that the Over-allotment Option is exercised.

The objective of the Unaudited Pro Forma Balance Sheet of MLT is to show what the financial position might have been at the Listing Date, on the basis as described above. However, the Unaudited Pro Forma Balance Sheet is not necessarily indicative of the financial position that would have been actually attained by MLT on the Listing Date. The Unaudited Pro Forma Balance Sheet, because of its nature, may not give a true picture of MLT's financial position.

The Unaudited Pro Forma Balance Sheet has been prepared after incorporating the following key adjustments:

- Adjustments to reflect the acquisition of the Properties (save for those which were already included in the audited financial statements as at 31 March 2005) and the related assets and liabilities (namely cash, security deposits and rental received in advance) attributable to such Properties, on the Listing Date;
- Adjustments to state the Properties at a total valuation of S$422,000,000 (comprising the estimated purchase price of S$406,314,000 plus estimated acquisition costs of S$295,000 and revaluation surplus of S$15,391,000). The valuation is based on an independent valuation carried out by Colliers International Consultancy & Valuation (Singapore) Pte Ltd as at 31 May 2005;
- Adjustments to reflect the write-off of acquisition costs capitalised as at 31 March 2005 relating to the acquisition of a property which was aborted by MLT, to the Statement of Total Return;

- Adjustments to incorporate loans from related parties to partially fund the acquisition of certain Properties;

- Adjustments to reflect the conversion of part of the loans from related parties, amounting to S$39,083,284 to units, through the issuance of 163,924,998 units in MLT at approximately S$0.24 per unit;

- Adjustments to reflect MLT's issuance of 382,375,000 units (comprising 310,877,000 units under the Offering, 24,998,000 Mapletree Partnership Units and 46,500,000 Sienna Units) at S$0.68 per unit for cash amounting to approximately S$260,015,000 and draw-down of bank borrowings of S$109,904,000 to fund the acquisition of certain Properties, debt and issue related costs, and repayment of the balance of the loans from related parties, all on the Listing Date;

- Adjustments to incorporate the issue costs relating to the Offering, which are estimated to be S$10,989,000; and

- Adjustments to reflect the distribution of 100% of MLT's taxable income for the period from 5 July 2004 (date of constitution) to 31 March 2005 to MLPPL, on the day immediately preceding the Listing Date.

In addition, the following assumptions were made:

- The valuations of the Properties adopted as at the Listing Date remain unchanged from those as at 31 May 2005 based on the independent valuation reports by Colliers International Consultancy & Valuation (Singapore) Pte Ltd;

- Deferred consideration on certain Properties of S$18,749,000 remains unpaid as at the Listing Date;

- Goods and services tax receivable from the tax authorities as at 31 March 2005 of S$1,606,000 was received prior to the Listing Date, of which an amount of S$783,000 was used to repay partially the loans from related parties;

- No interest is payable on the loans from related parties for the period 1 April 2005 to the Listing Date;

- There are no significant movements in the current assets (including cash and cash equivalents) and current liabilities of MLT during the period from 1 April 2005 to the Listing Date, other than those arising from the pro forma adjustments and assumptions as described above;

- The net profit of MLT for the period from 1 April 2005 to the Listing Date, generated by the Properties acquired prior to the Listing Date, is distributed to MLPPL on the day immediately preceding the Listing Date. Accordingly, the net profit for this period (including any tax payable thereon) and the related distribution have not been included as pro forma adjustments; and

- At Listing Date, the fair value of the interest rate swap entered into to hedge a portion of the term loan facility and any resulting hedge ineffectiveness is assumed to be zero.

(D) UNAUDITED PRO FORMA BALANCE SHEET AS AT LISTING DATE

The Unaudited Pro Forma Balance Sheet of MLT as at Listing Date has been prepared for inclusion in this Prospectus and is presented below. The assumptions used to prepare the Unaudited Pro Forma Balance Sheet are consistent with those described in Basis of Preparation of Unaudited Pro Forma Balance Sheet as at Listing Date.

	Note	Audited Financial Statements[1]	Pro Forma Adjustments	Unaudited Pro Forma As at Listing Date[2]
		(S$'000)	(S$'000)	(S$'000)
Non-current assets				
Investment properties	2	99,906	322,094	422,000
Current assets				
Trade and other receivables	3	1,903	7,143	9,046
Cash and cash equivalents		5,926	1,974	7,900
		7,829	9,117	16,946
Total assets		107,735	331,211	438,946
Current liabilities				
Trade and other payables	4	(3,597)	(10,572)	(14,169)
Amounts due to related parties	5	(412)	(8,749)	(9,161)
Provision for taxation		(380)	—	(380)
		(4,389)	(19,321)	(23,710)
Non-current liabilities				
Other payables	6	—	(2,000)	(2,000)
Loans from related parties		(101,844)	101,844	—
Interest-bearing borrowings	7	—	(109,736)	(109,736)
		(101,844)	(9,892)	(111,736)
Total liabilities (excluding net assets attributable to unitholders)		(106,233)	(29,213)	(135,446)
Net assets attributable to unitholders		1,502[3]	301,998	303,500
Number of units in issue ('000)	8			546,300
Net asset value per unit (S$)				0.56[2]

Notes:

(1) As at 31 March 2005.

(2) Based on the Maximum Subscription Price of S$0.68. Had the Unaudited Pro Forma Balance Sheet been prepared based on the Minimum Subscription Price of S$0.63, interest-bearing loans and net assets attributable to unitholders would be S$128,364,000 and S$284,873,000 respectively. The net asset value per unit based on the Minimum Subscription Price of S$0.63 would be S$0.52.

(3) Represents Unitholders' Funds in the audited financial statements as at 31 March 2005. This amount is reclassified as Net Assets Attributable to Unitholders for the purpose of the Unaudited Pro Forma Balance Sheet as at Listing Date.

(E) PRO FORMA ADJUSTMENTS

In arriving at the Unaudited Pro Forma Balance Sheet as at Listing Date, the following pro forma adjustments were made to MLT's audited financial statements as at 31 March 2005:

		S$'000
(i)	**Investment properties**	99,906
	Adjustments:	
	Incorporate additional Properties[a] acquired (including acquisition costs)	306,749
	Incorporate net surplus on revaluation of Properties	15,391
	Write-off of acquisition costs relating to the proposed acquisition of a property which was aborted by MLT	(46)
		322,094
	Investment properties per Unaudited Pro Forma Balance Sheet	422,000

Note:

(a) Comprising 70 Alps Avenue, 60 Alps Avenue, 6 Changi South Lane, Lifung Centre, 21/23 Benoi Sector, Ban Teck Han Building, Tentat Districentre, CIAS Flight Kitchen, 201 Keppel Road, Pulau Sebarok and 531 Bukit Batok Street 23

		S$'000
(ii)	**Trade and other receivables**	1,903
	Adjustments:	
	Incorporate input goods and services tax on Properties acquired and issue costs	8,749
	Exclude input goods and services tax receivable as at 31 March 2005 assumed to have been received prior to Listing Date	(1,606)
		7,143
	Trade and other receivables per Unaudited Pro Forma Balance Sheet	9,046
(iii)	**Cash and cash equivalents**	5,926
	Adjustments:	
	Incorporate tenancy deposits and rental received in advance relating to additional Properties (net of refunds)	2,607
	Incorporate input goods and services tax receivable as at 31 March 2005 assumed to be received prior to Listing Date	1,606
	Reflect partial repayment of loans from related parties	(783)
	Distribution of total return for the period from 5 July 2004 (date of constitution) to 31 March 2005 to MLPPL	(1,456)
		1,974
	Cash and cash equivalents per Unaudited Pro Forma Balance Sheet	7,900

		S$'000
(iv)	**Trade and other payables**	(3,597)
	Adjustments:	
	Incorporate tenancy deposits and rental received in advance relating to additional Properties acquired (net)	(2,607)
	Reflect reversal of accrued expenses on settlement	35
	Incorporate the current portion of deferred consideration on certain Properties payable to third party vendors in cash	(8,000)
		(10,572)
	Trade and other payables per Unaudited Pro Forma Balance Sheet	(14,169)
(v)	**Amounts due to related parties**	(412)
	Adjustments:	
	Incorporate the deferred consideration on certain Properties payable to related parties in cash	(8,749)
	Amounts due to related parties per Unaudited Pro Forma Balance Sheet	(9,161)
(vi)	**Other payables**	—
	Adjustments:	
	Incorporate the non-current portion of deferred consideration on certain Properties payable to third party vendors in cash	(2,000)
	Other payables per Unaudited Pro Forma Balance Sheet	(2,000)
(vii)	**Loans from related parties**	(101,844)
	Adjustments:	
	Incorporate the loans from related parties to fund acquisition of certain Properties	(168,447)
	Incorporate the conversion of part of the loans from related parties into units	39,083
	Reflect the repayment of the balance of the loans from related parties	231,208
		101,844
	Loans from related parties per Unaudited Pro Forma Balance Sheet	—
(viii)	**Interest-bearing borrowings**	—
	Adjustments:	
	Incorporate the draw-down of bank borrowings to partially fund the acquisition of certain Properties and repayment of the loans from related parties	(109,904)
	Incorporate the amortisation of transaction costs relating to the bank borrowings	168
		(109,736)
	Interest-bearing borrowings per Unaudited Pro Forma Balance Sheet	(109,736)

		S$'000
(ix)	**Net assets attributable to unitholders**	1,502[(a)]
	Adjustments:	
	Incorporate units issued on conversion of part of the loans from related parties	39,083
	Incorporate units issued under the Offering, the Mapletree Partnership Units and the Sienna Units	260,015
	Incorporate issue costs[(b)]	(10,989)
	Incorporate net surplus on revaluation of Properties	15,391
	Write-off of acquisition costs relating to a proposed acquisition of a property by MLT which has been aborted to Statement of Total Return	(46)
	Distribution of total return for the period from 5 July 2004 (date of constitution) to 31 March 2005 to MLPPL	(1,456)
		301,998
	Net assets attributable to unitholders per Unaudited Pro Forma Balance Sheet	303,500

Note:

(a) *Represents Unitholders' Funds in the audited financial statements as at 31 March 2005. This amount is reclassified as Net Assets Attributable to Unitholders for the purpose of the Unaudited Pro Forma Balance Sheet as at Listing Date.*

(b) *Issue costs (excluding goods and services tax) comprise the following:*

Professional and other fees[(1)]	*(2,279)*
Underwriting, selling and management commissions[(2)]	*(6,683)*
Miscellaneous issue expenses[(3)]	*(2,027)*
	(10,989)

Issue costs have been deducted directly against the proceeds from the issuance of units.

1 *Includes financial advisory fee, solicitors' fees, fees for the reporting accountants, tax consultant and independent property valuers and other professional fees in connection with the Offering.*

2 *Based on the Maximum Subscription Price of S$0.68 per unit and assuming that the over-allotment option is exercised and that underwriting, selling and management commissions are payable on the units under the Offering and the Sienna Units.*

3 *Includes cost of prospectus production and other expenses in connection with the Offering.*

(F) NOTES TO THE UNAUDITED PRO FORMA BALANCE SHEET

1. Significant Accounting Policies of MLT

The significant accounting policies of MLT, which have been consistently applied in preparing the unaudited pro forma financial information set out in this report, are as follows:

(a) Basis of Preparation of Unaudited Pro Forma Balance Sheet

The Unaudited Pro Forma Balance Sheet is prepared in accordance with the bases set out in Section C and applied to financial information prepared in accordance with the Statement of Recommended Accounting Practice (''RAP'') 7 (Revised) ''Reporting Framework for Unit Trusts'' issued by the Institute of Certified Public Accountants of Singapore in May 2005 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.

The Unaudited Pro Forma Balance Sheet, expressed in Singapore dollars and rounded to the nearest thousand, is prepared on the historical cost basis, except that investment properties are stated at valuation and derivative financial instruments are stated at fair value.

The measurement currency of MLT is Singapore dollars.

(b) Investment Properties

Investment properties are accounted for as non-current assets and are stated at valuation. Valuations are determined in accordance with the Trust Deed, which requires the investment properties to be valued by independent registered valuers at least once a year, in accordance with the Code on Collective Investment Schemes issued by The Monetary Authority of Singapore Guidelines.

Any increase or decrease in valuation on revaluation is credited or charged directly to the Statement of Total Return as a net appreciation or depreciation in the value of the investment properties.

When an investment property is disposed of, the resulting gain or loss recognised in the Statement of Total Return is the difference between net disposal proceeds and the carrying amount of the property.

Acquisition of properties is accounted for as acquisition of non-current assets.

(c) Depreciation

Investment properties are not depreciated. The properties are subject to continuing maintenance and are regularly revalued on the basis set out in note 1(b).

(d) Trade and Other Receivables

Trade and other receivables are stated at their cost less allowance for doubtful receivables.

(e) Impairment

The carrying amounts of MLT's assets are reviewed at each balance sheet date to determine whether there is any indication of impairment. If such indication exists, the asset's recoverable amount is estimated at each balance sheet date.

An impairment loss is recognised in the Statement of Total Return whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. An impairment loss in respect of investment property carried at revalued amount is recognised in the same way as a revaluation decrease on the basis set out in note 1(b).

(f) Trade and Other Payables

Trade and other payables are stated at cost.

(g) Interest-Bearing Loans and Borrowings

Interest-bearing borrowings are recognised initially at fair value less attributable transaction costs. Subsequent to initial recognition, interest-bearing borrowings are stated at amortised cost with any difference between cost and redemption value being recognised in the Statement of Total Return over the period of the borrowings on an effective interest basis.

(h) Derivative Financial Instruments

MLT uses derivative financial instruments to hedge its exposure to interest rate risks arising from operational, financing and investment activities. In accordance with its treasury policy, MLT does not hold or issue derivative financial instruments for trading purposes.

Derivative financial instruments are recognised initially at cost. Subsequent to initial recognition, derivative financial instruments are stated at fair value. The gain or loss on remeasurement to fair value is recognised immediately in the Statement of Total Return. However, where derivatives qualify for hedge accounting, recognition of any resultant gain or loss depends on the nature of the item being hedged (see accounting policy 1(i)).

The fair value of interest rate swaps is the estimated amount that MLT would receive or pay to terminate the swap at balance sheet date, taking into account current interest rates and the current credit worthiness of swap counterparties.

(i) Cash Flow Hedges

Where a derivative financial instrument is designated as a hedge of the variability in cash flows of a recognised asset or liability, or a highly probable forecasted transaction, the effective part of any gain or loss on the derivative financial instrument is recognised directly in net assets attributable to unitholders. The ineffective part of any gain or loss is recognised immediately in the Statement of Total Return.

(j) Net Assets Attributable to Unitholders

Net assets attributable to unitholders represents the unitholders' residual interest in MLT's net assets upon termination.

Expenses incurred in connection with the initial public offering of MLT on the Main Board of SGX-ST are deducted directly from the net assets attributable to the unitholders.

(k) Revenue Recognition

(i) Rental income from operating leases

Rental income receivable under operating leases is recognised on a straight-line basis over the term of the lease. Lease incentives granted are recognised on a straight-line basis over the term of the lease.

(ii) Interest income

Interest income is recognised on a time-apportionment basis.

(l) Expenses

(i) Property expenses

Property expenses are recognised on an accrual basis. Included in property expenses are Property Manager's fees which are based on the applicable formula stipulated in Section G note (a).

(ii) Manager's management fees

Manager's management fees are recognised on an accrual basis based on the applicable formula stipulated in Section G note (b).

(iii) Trust expenses

Trust expenses are recognised on an accrual basis. Included in trust expenses is trustee's fee which is based on the applicable formula stipulated in Section G note (c).

(iv) Borrowing costs

Interest expense and similar charges are recognised in the period in which they are incurred on an accrual basis.

(m) Taxation

Taxation on the return for the year comprises current and deferred tax. Income tax is recognised in the Statement of Total Return except to the extent that it relates to items directly related to net assets attributable to unitholders, in which case it is recognised in net assets attributable to unitholders.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the balance sheet date.

Deferred tax is provided using the balance sheet liability method, providing for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The temporary differences on initial recognition of assets or liabilities that affect neither accounting nor taxable profit are not provided for. The amount of deferred tax provided is based on the expected manner of realisation or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the balance sheet date.

A deferred tax asset is recognised only to the extent that it is probable that future taxable profits will be available against which the unused tax losses and credits can be utilised. Deferred tax assets are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

The Inland Revenue Authority of Singapore ("IRAS") has issued a tax ruling on the taxation of MLT for income earned and expenditure incurred after its listing on the SGX-ST. Subject to meeting the terms and conditions of the tax ruling which includes a distribution of at least 90% of the taxable income of MLT, the Trustee will not be taxed on the portion of taxable income of MLT that is distributed to unitholders. Any portion of the taxable income that is not distributed to unitholders will be taxed on the Trustee. In the event that there are subsequent adjustments to the taxable income when the actual taxable income of MLT is finally agreed with the IRAS, such adjustments are taken up as an adjustment to the taxable income for the next distribution following the agreement with the IRAS.

Although MLT is not taxed on its taxable income distributed, the Trustee and the Manager are required to deduct income tax at the applicable corporate tax rate from distributions of such taxable income of MLT (i.e. which has not been taxed in the hands of the Trustee) to certain unitholders. The Trustee and the Manager will not deduct tax from distributions made out of MLT's taxable income to the extent that the beneficial unitholder is:

- An individual (excluding partnership);
- A tax resident Singapore-incorporated company;
- A body of persons registered or constituted in Singapore (e.g. town council, statutory board, registered charity, registered co-operative society, registered trade union, management corporation, club and trade and industry association); and
- A Singapore branch of a foreign company which has presented a letter of approval from the IRAS granting waiver from tax deducted at source in respect of distributions from MLT.

The above tax transparency ruling does not apply to gains from sale of real properties. Such gains, if they are considered as trading gains, are assessable to tax on the Trustee. Where the gains are capital gains, the Trustee will not be assessed to tax and may distribute the capital gains without tax being deducted at source.

(n) Segment Reporting

A segment is a distinguishable component of the Trust that is engaged either in providing products or services (business segment), or in providing products or services within a particular economic environment (geographical segment), which is subject to risks and rewards that are different from those of other segments.

No business segment information has been prepared as the Manager is of the view that all properties are in the business of providing logistics facilities. No geographical segment information has been prepared as all the properties are located within Singapore.

2. Investment Properties

	Pro Forma As at Listing Date
	S$'000
Cost of investment properties	406,314
Acquisition costs	295
	406,609
Surplus on revaluation	15,391
	422,000

Description of Property	Title	Term of Lease (years)	Remaining Term (years)	Location	Existing Use	At Valuation	Percentage of Total Net Assets
						Pro Forma As at Listing Date S$'000	Pro Forma As at Listing Date %
70 Alps Avenue	Leasehold	30	27	70 Alps Avenue Singapore 498801	Third party logistics	36,500	12.0
60 Alps Avenue	Leasehold	30	26	60 Alps Avenue Singapore 498815	Third party logistics	20,000	6.6
61 Alps Avenue	Leasehold	30	28	61 Alps Avenue Singapore 498798	Third party logistics	20,000	6.6
6 Changi South Lane	Leasehold	30(1)	20(1)	6 Changi South Lane Singapore 486400	Third party logistics	13,500	4.4
TIC Tech Centre	Leasehold	30(2)	21(2)	25 Pandan Crescent Singapore 128477	Third party logistics	52,500	17.3
Lifung Centre	Leasehold	30(3)	15(3)	5B Toh Guan Road East Singapore 608829	Third party logistics	24,500	8.1
21/23 Benoi Sector	Leasehold	30(4)	5 (4)	21/23 Benoi Sector Singapore 629856	Distribution centre	27,500	9.1
Ban Teck Han Building	Leasehold	30(5)	21(5)	21 Serangoon North Avenue 5 Singapore 554864	Distribution centre	21,000	6.9
Tentat Districentre	Leasehold	30	21	37 Penjuru Lane Singapore 609215	Distribution centre	16,500	5.4
CIAS Flight Kitchen	Leasehold	60	34	50 Airport Boulevard Singapore 819658	Food and cold storage logistics	19,000	6.3
201 Keppel Road	Leasehold	99	91	201 Keppel Road Singapore 099419	Food and cold storage logistics	26,500	8.7
Pulau Sebarok	Leasehold	73(6)	66(6)	1, 3 and 5 Pulau Sebarok, Singapore 118326, 118327 and 118328	Oil and chemical logistics	91,000	30.0
531 Bukit Batok Street 23	Leasehold	30(7)	20(7)	531 Bukit Batok Street 23 Singapore 659547	Industrial warehousing	22,500	7.4
KLW Industrial Building	Leasehold	30(8)	19(8)	19 Senoko Loop Singapore 758169	Industrial warehousing	17,000	5.6
11 Tai Seng Link	Leasehold	30(9)	29(9)	11 Tai Seng Link Singapore 534182	Industrial warehousing	14,000	4.6
Investment properties, at valuation						422,000	139.0
Other net liabilities						(118,500)	(39.0)
Net assets attributable to unitholders						303,500	100.0

The carrying amounts of the investment properties at the Listing Date are based on an independent valuation undertaken by Colliers International Consultancy & Valuation (Singapore) Pte Ltd on 31 May 2005. The valuations were based on the direct comparison, income, replacement cost and discounted cashflow methods.

Investment properties comprise logistics facilities that are leased to external customers. The leases contain an initial non-cancellable period ranging from 2 to 19 years.

Notes:

(1) MLT has an option to renew the land lease for a further term of 30 years from 2025.

(2) MLT has an option to renew the land lease for a further term of 30 years from 2026.

(3) MLT has an option to renew the land lease for a further term of 30 years from 2020.

(4) MLT has an option to renew the land lease for a further term of 30 years from 2010.

(5) MLT has an option to renew the land lease for a further term of 30 years from 2026.

(6) Apart from the land lease which expires in 2071, Pulau Sebarok also comprises six foreshore leases, each comprising the remainder of a leasehold estate of not more than 30 years commencing from 1 October 1997.

(7) MLT has an option to renew the land lease for a further term of 30 years from 2025.

(8) MLT has an option to renew the land lease for a further term of 30 years from 2024.

(9) MLT has an option to renew the land lease for a further term of 30 years from 2034.

3. Trade and Other Receivables

	Pro Forma As at Listing Date S$'000
Trade receivables	67
Prepayments and deposits	198
Other receivables	8,781
	9,046

Other receivables relate mainly to input goods and services tax to be claimed from the tax authorities.

4. Trade and Other Payables

	Pro Forma As at Listing Date S$'000
Trade payables	14
Other payables	8,522
Tenancy deposits and rental received in advance	5,633
	14,169

Other payables include an amount of S$8,000,000 relating to the current portion of the deferred consideration on the acquisition of certain Properties, payable to third party vendors in cash.

5. Amounts Due to Related Parties

Included in amounts due to related parties is an amount of S$8,749,000 relating to the deferred consideration on the acquisition of certain Properties, payable in cash.

The amounts due to related parties are non-trade in nature, unsecured, interest-free and have no fixed terms of repayment.

6. Other Payables

This relates to the non-current portion of the deferred consideration on the acquisition of certain Properties, payable to third party vendors in cash.

7. Interest-bearing Borrowings

	Pro Forma As at Listing Date
	S$'000
Term loan maturing after 1 year but within 5 years	109,736

MLT has in place an unsecured three-year floating rate S$150 million transferable term loan facility.

The term loan facility will bear interest at the relevant swap offered rate plus a margin of 0.20%, 0.25% and 0.40% per annum for the first, second and third year, respectively. The Manager currently expects to fix the interest rate for the term loan facility using interest rate swaps of varying tenures which may result in at least 50% of the drawn facility being on a fixed interest rate basis. To this end, the Trustee has accepted a letter of offer for a three-year interest rate swap facility of S$150 million.

The assumed effective interest rate of the term loan as at the Listing Date is 3.09%.

Under the terms of the facility agreement, MLT undertakes to maintain the following:

- A ratio of total borrowings to total assets of MLT not exceeding the lower of the borrowing limit specified in the Property Funds Guidelines and 50.0% of MLT's Deposited Property (being the gross assets of MLT, as defined in the Trust Deed); and
- A ratio of earnings before interest, tax, depreciation and amortisation to total interest expenses exceeding 1.25 times.

Separately, the Trustee has also accepted letters of offer for an unsecured floating rate revolving credit facility of $20 million and a foreign exchange facility of $10 million. The terms and conditions of the revolving credit facility, interest rate swap facility and foreign exchange facility are being finalised and will have to be definitively agreed before such facilities are extended to MLT.

8. Units in Issue

	Pro Forma As at Listing Date
	'000
Creation of new units arising from:	
— on establishment	—*
— Mapletree Sponsor Units	163,925
— the Offering	310,877
— Mapletree Partnership Units	24,998
— Sienna Units	46,500
	546,300

* Less than 1,000 units

Each unit in MLT represents an undivided interest in MLT. The rights and interests of unitholders are contained in the Trust Deed and include the right to:

- Receive income and other distributions attributable to the units held;
- Participate in the termination of MLT by receiving a share of all net cash proceeds derived from the realisation of the assets of MLT less any liabilities, in accordance with their proportionate interests in MLT. However, a unitholder does not have the right to require that any assets (or part thereof) of MLT be transferred to him; and
- Attend all unitholders' meetings. The Trustee or the Manager may (and the Manager shall at the request in writing of not less than 50 unitholders or one-tenth in number of the

unitholders, whichever is lesser) at any time convene a meeting of unitholders in accordance with the provisions of the Trust Deed.

The restrictions of a unitholder include the following:

- A unitholder's right is limited to the right to require due administration of MLT in accordance with the provisions of the Trust Deed; and
- A unitholder has no right to request to redeem his units while the units are listed on SGX-ST.

A unitholder's liability is limited to the amount paid or payable for any units in MLT. The provisions of the Trust Deed provide that no unitholders will be personally liable to indemnify the Trustee or any creditor of the Trustee in the event that the liabilities of MLT exceed its assets.

9. Financial Instruments

Financial risk management objectives and policies

Exposure to credit, currency, interest rate and liquidity risks arises in the normal course of MLT's business. MLT has written policies and guidelines, which set out its overall business strategies and its general risk management philosophy.

Credit risk

Credit risk is the potential financial loss resulting from the failure of a customer to settle its financial and contractual obligations to MLT, as and when they fall due.

The Manager has established credit limits for customers and monitors their balances on an ongoing basis. Credit evaluations are performed by the Manager before lease agreements are entered into with customers. Cash and fixed deposits are placed with financial institutions which are regulated.

At the balance sheet date, there were no significant concentrations of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the balance sheet.

Currency risk

The Manager's investment strategy includes investing in the Asia-Pacific region. In order to manage the currency risk involved in investing in assets outside of Singapore, the Manager will adopt currency risk management strategies that may include:

- the use of foreign currency denominated borrowings to match the currency of the asset investment as a natural currency hedge;
- the entry into foreign exchange hedges to hedge the foreign currency income received from the offshore assets back into Singapore dollars; and
- the use of cross currency swaps to swap a portion of any Singapore denominated debt into foreign currency to increase the matching of foreign currency denominated debt against the foreign currency equity investment, thereby reducing the underlying currency exposure.

Interest rate risk

MLT's exposure to changes in interest rates relates primarily to interest-earning financial assets and interest-bearing financial liabilities. The Manager adopts a hedging strategy to manage the risks associated with changes in interest rates.

Liquidity risk

The Manager monitors and maintains a level of cash and cash equivalents deemed adequate by management to finance MLT's operations. In addition, the Manager also monitors and observes the Code on Collective Investment Scheme issued by the Monetary Authority of Singapore concerning limits on total borrowings.

Fair values

The Manager believes that the carrying amounts of the financial assets and liabilities approximate their fair values at the balance sheet date.

10. Commitments

(a) MLT is required to pay land rent to Jurong Town Corporation in respect of certain of its Properties. The annual rent is based on market rent in the relevant year of the current lease term and the lease provides that any increase in annual land rent from year to year shall not exceed 4.0% to 7.6% of the land rent for the preceding year.

(b) MLT leases out its investment properties. Non-cancellable operating lease rentals are receivable as follows:

	Pro Forma As at Listing Date
	S$'000
Receivable	
— Within 1 year	37,904
— After 1 year but within 5 years	132,566
— After 5 years	185,719
	356,189

The terms of certain lease agreements entered into with tenants of certain Properties provide that the operating lease rentals will escalate at rates ranging from 1%-5% per annum. In addition, there are certain lease agreements which provide that operating lease rentals will escalate at a rate which takes into consideration the prevailing consumer price index. The amounts receivable computed above for such leases are based on the estimated rates as at the Listing Date.

(c) MLT has granted a tenant of a property the following expansion rights:

- An initial expansion right, exercisable no later than 27 September 2006, to require MLT to construct on the property an additional maximum 36,000 sq ft; and
- A varied expansion right, exercisable no later than 31 December 2005, to require MLT to construct on the property an additional maximum 50,000 sq ft.

All construction costs arising from the exercise of the above expansion rights by the tenant are to be borne by MLT. The initial expansion right shall be deemed to be cancelled once the varied expansion right is exercised. MLT is required to pay an amount of S$4.38 million for the construction and completion of the expansion if the varied expansion right is exercised.

(d) On completion of the sale and purchase of 201 Keppel Road, the Trustee will enter into a call option agreement with the Sponsor (the "Call Option Agreement") pursuant to which the Trustee will grant to the Sponsor a call option which, if exercised by the Sponsor, will require the Trustee to sell 201 Keppel Road to the Sponsor at a purchase price which is the average of two property valuations (taking into account the outline planning approval hereinafter referred to in this paragraph) carried out by two property valuers appointed by the Trustee or such higher amount as may be required to comply with the Property Funds Guidelines, and on such other terms as may be prescribed by the Trustee in good faith as arm's length commercial terms which the Trustee will require for independent third party sales transaction, including *inter alia*, the requirement for obtaining the unitholders' approval for such sale and all other relevant governmental and regulatory approvals. The call option may only be exercised by the Sponsor (i) after the expiry or earlier termination of the lease agreement with the existing tenant and (ii) in the event the Sponsor is able to obtain an outline planning approval for the redevelopment of such property to commercial and/or residential use.

Under the Call Option Agreement, the Trustee will undertake not to sell or transfer such property or grant any other option inconsistent with the Call Option Agreement provided that the Trustee is not restricted or prevented from creating any mortgage, charge or other encumbrance over such property and provided that such mortgagee or chargee shall not be restricted or prevented from enforcing its security and exercising its rights of sale of such property free from all rights granted to the Sponsor under the Call Option Agreement.

(G) PROPERTY MANAGER'S FEES, MANAGER'S MANAGEMENT FEES AND TRUSTEE'S FEE

(a) Property Manager's Fees

The Property Manager is entitled to receive the following remuneration for the provision of property management, lease management and marketing services:

- Property management fee of 2% per annum of the gross revenue of each Property;
- Lease management fee of 1% per annum of the gross revenue of each Property; and
- Where a tenancy is secured by the Property Manager, a commission of:
    - 1 month's gross rent inclusive of service charge, for securing a tenancy of three years or less;
    - 2 months' gross rent inclusive of service charge, for securing a tenancy of more than three years;
- Where a tenancy is secured by a third party agent, a commission of:
    - 1.2 months' gross rent inclusive of service charge for securing a tenancy of three years or less; and
    - 2.4 months' gross rent inclusive of service charge for securing a tenancy of more than three years.

The Property Manager is responsible for all commissions payable to third party agents.

- 0.5 month's gross rent inclusive of service charge for securing a renewal of tenancy of three years or less; and
- 1 month's gross rent inclusive of service charge for securing a renewal of tenancy of more than three years.

The Property Manager's fees are to be paid on a monthly basis, in arrears.

(b) Manager's Management Fees

Under the Trust Deed, the Manager is entitled to receive the following remuneration:

- A base fee of 0.5% per annum of the value of the Deposited Property (being the gross assets of MLT, as stipulated in the Trust Deed) of MLT; and
- A performance fee of 3.6% per annum of the Net Property Income (being gross revenue less property expenses, as stipulated in the Trust Deed) of MLT in the relevant financial year (calculated before accounting for the performance fee in that financial year).

Any increase in the rate or any change in the structure of the Manager's management fees must be approved by an Extraordinary Resolution of unitholders passed at a unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed.

The management fees payable to the Manager will be paid in the form of cash or/and units (as the Manager may elect). Where the management fees are paid in cash, the amounts are paid monthly, in arrears. Where the management fees are paid in the form of units, the amounts are paid quarterly, in arrears.

(c) Trustee's Fee

Under the Trust Deed, the Trustee's fee shall not exceed 0.1% per annum of the Deposited Property (subject to a minimum of S$10,000 per month) or such higher percentage as may be fixed by an Extraordinary Resolution of a meeting of unitholders. The Trustee's fee is payable out of the Deposited Property of MLT on a monthly basis, in arrears. The Trustee is also entitled to reimbursement of expenses incurred in the performance of its duties under the Trust Deed.

Based on the current agreement between the Manager and the Trustee, the Trustee's fee is charged on a scaled basis of up to 0.03% per annum of the value of the Deposited Property (subject to a minimum of S$10,000 per month).

INDEPENDENT PROPERTY VALUATION SUMMARY REPORT

COLLIERS INTERNATIONAL

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	70 Alps Avenue Singapore 498801
Legal Description	:	Lot 4111K (P/Lot A21822) Mukim 31
Tenure	:	30 years lease commencing 1 December 2002 (with balance lease term of approximately 27.5 years)
Registered Lessee	:	Singapore Airport Logistics Centre 1 Pte Ltd
Brief Description	:	The subject property is a 2-storey ramp-up logistics warehouse building, known as SALC1, located on the eastern flank of Alps Avenue, off Changi Coast Road. It lies within the Airport Logistics Park of Singapore (ALPS), a 26-hectare logistics free trade zone adjacent to Changi Airport and approximately 20 km from the City Centre. The subject land is near trapezoidal in shape. It is generally flat and at access road level. The building comprises 14 warehouse units, all with mezzanine offices. The warehouses on the 1st and 2nd storeys are served by separate access driveways leading to separate entrances/exits. 21 loading and unloading bays and 67 car park lots are provided. Air-conditioning is installed in some units. Modern fire fighting equipment is also provided.
Site Area	:	Approximately 20,676.0 sq metres, subject to final survey
Gross Floor Area	:	Approximately 22,551.63 sq metres, as provided and subject to final survey

Net Floor Area	:	Approximately 21,407.85 sq metres, as provided and subject to final survey
Year of Completion	:	Certificate of Statutory Completion was issued on 5 December 2003
Permitted Use	:	For the purpose of third party logistics services only
Condition	:	The building is in a good state of repair and maintenance.
Tenancy Brief	:	The building is currently let out to 9 tenants and enjoys 100% occupancy. We understand that the lease terms of the tenancies are generally 2 or 3 years and the total monthly gross rent is $389,901.04.
Annual Land Rent	:	The current land rent payable is S$48,286.21 per month including service charge and GST.
Annual Value	:	The annual value has not been assessed yet.
2003 Master Plan Zoning	:	Business 2
Market Value As at 31 May 2005	:	**S$36,500,000/-** (Singapore Dollars Thirty-Six Million and Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

GSL/CN/ct

This valuation certificate is subject to the attached Limiting Conditions

COLLIERS INTERNATIONAL

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Address of Property	:	60 Alps Avenue Singapore 498815
Legal Description	:	Private Lots A20876 and A20876(a) Mukim 31
Tenure	:	30-year commencing 1 October 2001 (for Private Lot A20876) and 29-year, 2 months and 15 days commencing from 16 July 2002 (for Private Lot A20876(a); (with balance lease term of approximately 26.3 years)
Registered Lessee	:	Boustead Projects Investments Pte Ltd
Brief Description	:	A 5-storey single user logistics hub with mezzanine floor and ancillary offices. The subject property is along the western flank of Alps Avenue, within Airport Logistics Park, sited at the fringe of Changi Airport and some 20 km away from City Centre. The building is equipped with air-conditioning/non air-conditioned warehouse units from the 1st to the 4th storey with double volume ceiling height for the 1st storey units and about half of the 3rd storey warehouse units. Ancillary offices are located on the top storey and mezzanine floor. Vertical access is via a passenger lift and 2 cargo lifts and supplemented by staircases. Modern fire fighting devices are installed. Surface and covered car parking and 10 loading and unloading bays/container/lorry parking lots are provided.
Site Area	:	12,379 sq metres or thereabouts.
Gross Floor Area	:	Approximately 12,674 sq metres (as provided and subject to final survey)

60 Alps Avenue
Singapore 498815

Year of Completion	:	Temporary Occupation Permit (TOP) was issued on 13 August 2002 and Certificate of Statutory Completion (CSC) was issued on 31 October 2002
Permitted Use	:	For the purpose of third party logistics services and for such other ancillary uses as may be allowed under JTC documents
Condition	:	Fairly good
Tenancy Brief	:	To be 100% leased back on a 10- year lease wef 1 September 2002 at an annual rental of S$2,382,679/- (excluding GST). The tenant will bear any increase in property tax and land rent. Reduction in property tax and land rent will be passed through to tenant.
Annual Land Rent	:	The current land rent is S$25.87 per sq metre per annum (excluding GST) and there is a service charge of S$0.30 per sq metre per month.
Annual Value	:	S$2,370,000/-
2003 Master Plan Zoning	:	Business 2 with maximum Plot Ratio 1.4
Market Value As at 31 May 2005	:	**S$20,000,000/-** (Singapore Dollars Twenty Million Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

SS/CN/ct

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50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Address of Property	:	61 Alps Avenue Singapore 498798
Legal Description	:	Private Lot A22309 Mukim 31
Tenure	:	30-year lease commencing 16 October 2003 (with balance lease term of approx. 28.4 years)
Registered Lessee	:	Mapletree Trustee Pte Ltd
Brief Description	:	A 4-storey single user warehouse building with ancillary offices and stores designed for logistics use. There is a ramp leading from the 1st storey direct to the 3rd storey by the side of the building. The subject property is along the eastern flank of Alps Avenue, within Airport Logistics Park, sited at the fringe of Changi Airport and some 20 km away from City Centre. The building comprises air-conditioning/non air-conditioned warehouse units from the 1st to the 4th storey with double volume ceiling height for the 1st storey and 3rd storey warehouse units. Ancillary offices are located on the 1st to 4th storeys and ancillary stores are on the 2nd and 4th storeys. Vertical access is via a passenger lift and 1 cargo lift and supplemented by staircases. Loading/unloading bays and open/covered carparks are available within the compound. Modern fire fighting devices, CCTV security as well as VRV air-conditioning systems are installed.
Site Area	:	10,280 sq metres or thereabouts
Gross Floor Area	:	Approximately 12,388 sq metres (as provided and subject to final survey)

Year of Completion	:	Certificate of Statutory Completion (CSC) was issued on 5 May 2004
Permitted Use	:	For the purpose of Freight Forwarding and Contract Logistics only
Condition	:	Fairly good
Tenancy Brief	:	100% leased back to Expeditors Singapore Pte Ltd on a 5-year lease wef 15 June 2004 at a monthly rental of S$185,612/- (excluding GST) with option to renew for another 3 years. The tenant will bear any increase in property tax and land rent. Reduction in property tax and land rent will be passed through to tenant.
Annual Land Rent	:	The current land rent payable is S$26,508.26 per month including service charge and GST.
Annual Value	:	S$1,830,000/-
2003 Master Plan Zoning	:	Business 2 with maximum Plot Ratio 1.4
Market Value As at 31 May 2005	:	**S$20,000,000/-** (Singapore Dollars Twenty Million Only)

…………………………………………………………………………………………..
Colliers International Consultancy & Valuation (Singapore) Pte Ltd

SS/CN/ct

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50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826
RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	6 Changi South Lane Singapore 486400
Legal Description	:	P/Lot A11920 (part of Lot 8815K) Mukim 27
Tenure	:	30 + 30 years lease commencing 1 January 1995 (with balance lease term of approximately 49.6 years)
Registered Lessee	:	UPS SCS (Singapore) Pte Ltd
Brief Description	:	The subject property is a 4-storey logistics warehouse building located on the south-eastern side of Changi South Lane, off Upper Changi Road. It lies within the Changi International LogisPark (South), in close proximity to the Singapore Expo, Changi Business Park and Changi Airport. The subject site is of trapezoidal shape. It is generally flat and at access road level. The building comprises warehouse space with automated storage and retrieval system, conventional warehouse and ancillary office areas. The office areas and part of the warehouse area are air-conditioned. Vertical access within the warehouse area is via 2 goods lifts. 18 loading and unloading bays/ lorry parking lots and 36 car park lots are provided. Modern fire fighting equipment and security system are provided.
Site Area	:	Approximately 11,714.0 sq metres, subject to final survey

Gross Floor Area	:	Approximately 14,523.86 sq metres, as provided and subject to final survey
Year of Completion	:	Certificate of Statutory Completion was issued on 7 July 1997.
Permitted Use	:	For the purpose of central distribution including freight forwarding, packing and crating services only
Condition	:	The building is generally in a good state of repair and maintenance.
Tenancy Brief	:	The building will be 100% leased to Boustead Projects Pte Ltd for a period of 3 years based on a step-up rental arrangement with initial annual gross rent fixed at S$1,585,000/-.
Annual Land Rent	:	The current land rent payable to JTC is S$22,457.20 per month, inclusive of GST.
Annual Value	:	S$1,530,000/- for 2005
2003 Master Plan Zoning	:	Business 2 with gross plot ratio of 2.5
Market Value As at 31 May 2005	:	**S$13,500,000/-** (Singapore Dollars Thirteen Million and Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

GSL/CN/ct

This valuation certificate is subject to the attached Limiting Conditions

COLLIERS INTERNATIONAL

VALUATION CERTIFICATE

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

Date of Valuation	:	31 May 2005
Address of Property	:	25 Pandan Crescent TIC TECH CENTRE Singapore 128477
Legal Description	:	Lot 7810K (Pte Lot A16136) Mukim 5
Tenure	:	30 + 30-year lease commencing 16 May 1996 (Balance lease term is approximately 50.9 years)
Registered Lessee	:	Mapletree Trustee Pte Ltd
Brief Description	:	A part 5/ part 6-storey purpose-built light industrial/ office building with a basement located at the end of Pandan Crescent, off West Coast Highway and some 14 km away from the City Centre. It lies within JTC's Pandan Industrial Estate. It is erected on a near rectangular shaped land with a general flat contour and at road level. The building accommodates ancillary offices, production/ warehouse areas with Automated Storage and Retrieval System (ASRS), water features, koi pond and a basement canteen. The building is centrally air-conditioned and protected by 24-hour security, security alarm and modern fire fighting system. There are 2 cargo lifts, 5 passenger lifts, 22 bays for lorry, 3 bays for 40-foot containers loading/unloading bays, 193 basement car park lots and 6 VIP surface car park lots within the compound.
Site Area	:	19,137.00 sq metres or thereabouts
Gross Floor Area	:	Approximately 37,394.97 sq metres as provided and subject to final survey

Nett Lettable Floor Area	:	Approximately 30,758.0 sq metres as provided and subject to final survey
Year of Completion	:	Temporary Occupancy Permit was issued on 30 September 1998 while the Certificate of Statutory Completion was issued on 28 December 1999
Permitted Use	:	For printing, packaging and related manufacturing and services activities only
Condition	:	Good
Tenancy Brief	:	Leased back to Teckwah Industrial Corporation Ltd for 10 years wef 1 August 2004 with option to renew for another 5 years. The initial annual rental is S$5,464,000/- for the 1st three years and, thereafter, the increase shall follow the changes to the Consumer Price Index (CPI) with a caping of 2.5% of the rent & service charges payable for the preceding year
Annual Land Rent	:	Current annual land rent payable is S$472,808/- (inclusive of GST)
Annual Value	:	S$3,901,970/- for 2004
2003 Master Plan Zoning	:	Business 2 with Plot Ratio 2.5
Market Value As at 31 May 2005	:	**S$52,500,000/-** (Singapore Dollars Fifty-Two Million And Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

SC/CN/ds

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826
RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	5B Toh Guan Road East Singapore 608829
Legal Description	:	Lot 6000P (Pte lot A11842) Mukim 5
Tenure	:	30+30 years commencing from 1 December 1990 (Balance lease term is approximately 45.5 years)
Registered Lessee	:	LFD (Singapore) Pte Ltd
Brief Description	:	A 3-storey warehouse and office building with 2 mezzanine floors located on the eastern side of a slip road of Toh Guan Road East, off Toh Guan Road and Pan Island Expressway, and some 16 km away from the City Centre. The subject property comprises a near triangular shaped site with a long drive way leading to Toh Guan Road East. The site is generally flat and at access road level. Loading and unloading bays, open car parking lots and a single storey guard house are provided within the compound. Some parts of the building is equipped with split air-conditioning system. Vertical access within the building is via 2 passenger lifts, 5 cargo lifts and r.c staircases. Modern fire fighting devices, CCTV and 24-hour security guard service are provided.
Site Area	:	25,401 sq metres or thereabouts, subject to government's final survey
Gross Floor Area	:	Approximately 23,628.6 sq metres, as provided and subject to final survey
Net Lettable Floor Area	:	Approximately 19,351.12 sq metres, as provided and subject to final survey

Year of Completion : Circa May 1993

Permitted Use : For warehousing of consumer products and other general cargoes only

Condition : Average

Tenancy Brief : The property will be 100% leased back to IDS Logistics Services Pte Ltd for 5 years from the date of completion of sale with option to renew for another 5 years at S$1,604,250/- p.a. (from LFD Singapore Pte Ltd) and S$500,000/- p.a. (from IDS Logistics Services Pte Ltd). Tenant will pay land rent and property tax,etc.

Upon commencement of lease, Vendor will also provide income support over a period of 5 years based on the schedule below :

	Income From LFD Singapore Pte Ltd	**Rental From IDS Logistics Services Pte Ltd**
Year 1	S$1,604,250/-	S$ 500,000/-
Year 2	S$1,354,250/-	S$ 800,000/-
Year 3	S$1,054,250/-	S$1,200,000/-
Year 4	S$ 504,250/-	S$1,850,000/-
Year 5	S$ 204,250/-	S$2,200,000/-

Annual Land Rent : Current land rent payable to JTC is around S$39.55 per sq metre per annum excluding GST

Annual Value : S$2,033,000/- for 2005

2003 Master Plan Zoning : Business 1 at plot ratio 2.5

Market Value
As at 31 May 2005 : **S$24,500,000/-**
(Singapore Dollars Twenty-Four Million Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

CN/SS/ct

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	21 & 23 Benoi Sector Singapore 629853/6
Legal Description	:	Lot 2445M [Pte Lot A22170 & A22170(a)] Mukim 6
Tenure	:	30 + 30 years lease with effect from 16 February 1980 (Balance lease term is approximately 34.7 years)
Registered Lessee	:	DG Logistik Pte Ltd
Brief Description	:	Purpose built industrial complex comprising six warehouse blocks located on the north-eastern junction of Benoi Sector/Benoi Crescent within Jurong Industrial Estate and some 23 km from the City Centre. The subject land comprises two adjoining land plots with frontage of approx 317 metres onto Benoi Sector, a splay corner of 18 metres and return frontage of 123 metres onto Benoi Crescent. The buildings are generally constructed of metal framed structures with insulated metal roofs on r.c. floors. Loading and unloading docks / bays, dock levelers, ample car park / lorry parking and a 24-hour security system are available.
Site Area	:	36,985.2 sq metres or thereabouts
Gross Floor Area	:	22,519 sq metres, as provided & subject to survey
Net Lettable Area	:	21,103 sq metres as provided & subject to survey

Year of Completion	:	The buildings were erected in various stages from 1980 to 2004 and extended and renovated over the years. Block F will be completed by mid 2005
Permitted Use	:	For storage, logistic services and engineering only
Condition	:	Good
Tenancy Brief	:	The subject property will be leased back to DG Logistik Pte Ltd for a period of 10 years with an option for further 5 years. The initial rental for the first year is S$2,327,000/-. As set out in the Lease Agreement, the rent will be subject to a 5% increase in the 2nd year, 3% in the 3rd year and 1.5% in the 4th year and each subsequent year thereafter. All property tax, land rent, maintenance, property management, insurance and utility expenses will be borne by tenant from the commencement of the lease.
Annual Land Rent	:	

Lot	Land Rent
A22170	S$201,500.52 p.a. (excluding GST)
A22170(a)	S$268,581.36p.a. (excluding GST)

The rents are subject to revision on 11th August and 16th February every year to the prevailing market rents but the increase, if any, shall not exceed 5.5% of the ground rent for each immediately preceding year.

Annual Value :

Address	Annual Value
No 21 Benoi Sector	S$295,000/-
No 23 Benoi Sector	S$633,000/-
Lot A6207pt	S$26,700/-
Lot A6190pt	S$107,000/-

2003 Master Plan Zoning	**:**	Business 2 with Plot Ratio 1.4
Market Value **As at 31 May 2005**	**:**	**S$27,500,000/-** (Singapore Dollars Twenty-Seven Million & Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

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Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826
RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation : 31 May 2005

Address of Property : 21 Serangoon North Avenue 5
BAN TECK HAN BUILDING
Singapore 554864

Legal Description : Lot 16098P Mukim 18

Tenure : 30+30 years with effect from 1 October 1996 (Balance lease term is approximately 51.3 years)

Registered Lessee : Ban Teck Han Enterprise Co. Pte Ltd

Brief Description : A 5-storey light industrial building with showroom on the 1st storey and 2 mezzanine levels. It is located along the northern side of Serangoon North Avenue 5, near its junction with Serangoon North Avenue 6 and approximately 11 km from the City Centre.

The subject land is almost trapezoidal in shape with frontage onto Serangoon North Avenue 5. It is slightly elevated from access road and has a flat contour generally.

The building is equipped with central/split air-conditioning systems. Vertical access is via 2 passengers lifts, 2 cargo lifts and supplemented by r.c. staircases. Modern fire fighting devices and 24-hour security guard services are provided.

Ten sheltered loading/unloading bays, four sheltered container bays with automatic dock levelers and open parking lots are provided within the subject compound.

Site Area : 6,938.00 sq metres or thereabouts, as provided by your goodselves and subject to final survey

Gross Floor Area : Approximately 14,693.67 sq metres, as provided by your goodselves and subject to final survey

Nett Lettable Floor Area	:	Approximately 11,721.62 sq metres, as provided by your goodselves and subject to final survey
Year of Completion	:	Temporary Occupation Permit was issued on 5 May 1998 and Certificate of Statutory Completion was issued on 11 October 1999
Permitted Use	:	Manufacturing of disposable and packing product, i.e. foam plastic and paper products
Condition	:	Good
Tenancy Brief	:	The property will be 100% leased back to the seller for a term of 10 years with option to renew for another 5 years. The initial annual rental is S$1,635,168/- p.a. and to be increased yearly based on 1.5% p.a. of the rent of each immediately preceding year. The tenant will be responsible for maintenance, utilities, insurance, property tax and land rent from the lease commencement date.
Land Rent	:	Current posted land rent by JTC is around $35.64 psm per year
Annual Value	:	S$1,580,000/- for 2005
2003 Master Plan Zoning	:	Business 1 with Plot Ratio 2.5
Market Value As at 31 May 2005	:	**S$21,000,000/-** (Singapore Dollars Twenty-One Million Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

JC/CN/ds

This valuation report is subject to the attached Limiting Conditions

COLLIERS INTERNATIONAL

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	37 Penjuru Lane TENTAT DISTRICENTRE Singapore 609215
Legal Description	:	Lot 6392T (Pte Lot A16243) Mukim 5
Tenure	:	30 years lease with effect from 16 August 1996 (Balance lease term is approximately 21.2 years)
Registered Lessee	:	Tian An Investments Pte Ltd
Brief Description	:	A 5-storey warehouse building with mezzanine floors located on the eastern flank of the end of Penjuru Lane, off Jalan Buroh/Penjuru Road, adjacent to Jurong Basin and approximately 25 km from the City Centre. The subject land is fairly elongated and regular shape with a flat contour and at access road level. It has a frontage of about 25 metres to Penjuru Lane and maximum depth of 145 metres approximately. The building is constructed of reinforced concrete (r.c.) framed structure, metal deck flat roof with insulated metal roofing sheets on steel trusses, r.c beams and slabs, plastered concrete walls, r.c. floors and r.c. staircases. It is served by 2 cargo lifts, 2 cargo hoists and a passenger lift. Loading and unloading bays with dock levellers at the first storey level facilitates movement of goods.
Site Area	:	8,958 sq metres or thereabouts

Gross Floor Area	:	Approx 13,397 sq metres, as provided & subject to final survey
Net Lettable Area	:	Approx 11,491.2 sq metres as provided & subject to survey
Year of Completion	:	Certificate of Statutory Completion was issued on 29 June 2002
Permitted Use	:	Approved for use for warehousing of general cargoes, stuffing and unstuffing containers and freight forwarding only
Condition	:	Good
Tenancy Brief	:	The subject property will be leased to Tian An Investments Pte Ltd for a period of 10 years with an option for further 5 years from completion of the sale. The initial rental for the first year is S$1,618,000/-and will be subject to a 4.5% increase in the 2nd year, 2% in the 3rd year and 1.5% in the 4th year and each subsequent year thereafter. All property tax, land rent, maintenance, insurance and utility expenses will be borne by the tenant from the commencement of the lease.
Annual Land Rent	:	The current land rent payable to JTC is S$163,286.40 p.a. as at June 2004 (including GST). The rent is subject to revision on 16th August of every year to the prevailing market rent but the increase, if any, shall not exceed 7.6% of the ground rent for the immediately preceding year.
Annual Value	:	S$1,415,000/- (total) for 2004

2003 Master Plan Zoning	:	Business 2 with Plot Ratio 2.5
Market Value As at 31 May 2005	:	**S$16,500,000/-** (Singapore Dollars Sixteen Million & Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

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50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	50 Airport Boulevard Singapore 819658
Legal Description	:	Lot 1264P Mukim 31
Tenure	:	60 years lease commencing 7 December 1979 (with balance lease term of approximately 34.5 years)
Registered Lessee	:	Bougainvillea Realty Pte Ltd
Brief Description	:	The subject property comprises an 'L'-shaped plot of land leased to Changi International Airport Services (CIAS) for use as an inflight catering centre. It is within Changi Airport and adjacent to Terminal 2, some 20 km from the City Centre. The site is generally flat and at access road level. Currently standing on site is a large single-storey kitchen for preparation of on-flight meals, with a 4-storey ancillary office section and a 2-storey security office building. We understand that the buildings, built about 24 years ago, have a total gross floor area of approximately 18,198.5 sq metres.
Site Area	:	22,135.8 sq metres or thereabouts
Permitted Use	:	For the purpose of an inflight catering centre

50 Airport Boulevard
Singapore 819658

Brief Description of Sub-Lease	:	The subject land is currently leased to CIAS for 12 years commencing 1 July 2004 at a rental of $70 psm per annum, with an option to renew for another 8 years. The rental will escalate at 1% per annum throughout the lease term and 2% upon exercising the option to renew.
Annual Quit Rent	:	The annual quit rent payable to Civil Aviation Authority of Singapore (CAAS) is $111,566.25 per annum, subject to revision. We understand that CAAS has waived the quit rent with effect from 1 January 2005 until the next review.
Annual Value	:	S$3,349,000/- for 2005
2003 Master Plan Zoning	:	Port/ Airport
Market Value As at 31 May 2005	:	**S$19,000,000/-** (Singapore Dollars Nineteen Million Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	201 Keppel Road Singapore 099419
Legal Description	:	Lots 1151W & 1152V Town Subdivision 23
Tenure	:	99 years with effect from 1st October 1997 (Balance term is approximately 91.3 years)
Registered Proprietor	:	Harbourfront Eight Pte Ltd
Brief Description	:	Land with 6 blocks erected thereon comprising warehouse, silos, flour mill and office building, located on the south-western junction of Keppel Road and Telok Blangah Road, and approximately 4.0 km from the City Centre. The subject land is near trapezoidal in shape with a total frontage of about 195 metres onto Keppel Road and a maximum depth of 124 metres. Vehicular access to the property is via the slip road off Keppel Road. The buildings currently erected on site, commonly referred to as Blocks 1 to 6, comprise an 11-storey warehouse block, 2 blocks of silos (30 nos.), a 2-storey warehouse, 4-storey flour mill and a 7-storey office block generally. The property is equipped with adequate fire-protection and air-conditioning systems. Vertical access is passenger lifts, escalator and supplemented with staircases. Open parking lots are provided within the subject compound.
Site Area	:	16,784.4 sq metres or thereabouts

Gross Floor Area	:	Approximately 41,914.0 sq metres, as provided to us and subject to final survey
Year of Completion	:	Developed in phases with the earliest block completed in the 1960s
Permitted Use	:	The land, existing fixtures and the facilities are approved for use for the purposes of grinding, processing and milling of all commodities; manufacturing and processing of flour-based premixes and products; grain elevator operations; sales and administrative offices; restaurant use and such other trades or activities as may be approved by the Lessor.
Condition	:	Average
Tenancy Brief	:	Leased to Prima Ltd for a term of 30 years with effect from 1 May 1989. The current annual land and building rental is S$1,293,013.17 and S$253,605.00 respectively. Land (currently not within the subject site area and to be assigned to Mapletree in due course) is licenced to Prima Limited at an income of S$71,903.39 per annum. The annual land rent will be increased every 5 yearly with each increase not exceeding 50% of the then existing rent and the next rent review will be on 1 May 2009. The lessee is responsible for property tax and all other outgoings.
Annual Land Rent	:	S$12/- (waived)
Annual Value	:	S$2,000,000/- for 2005

2003 Master Plan Zoning	:	Business 1 and port/airport
Legal Requisition (Dated 25 March 1998)	:	Latest planning decision was for an extension of written permission for additions/alteration to existing Prima Complex approved on 16 August 1995. The Master Planning Zoning then was "Industry".
Market Value As At 31 May 2005	:	**S$26,500,000/-** (Singapore Dollars Twenty-Six Million And Five Hundred Thousand Only)

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

CYC/CN/slk

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50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation : 31 May 2005

Address of Property : 1, 3 & 5 & Vacant Land at Pulau Sebarok Singapore

Legal Description : Land Portion
Lots 326W, 598V, 599P & 659A Mukim 34

Foreshore Area
Lots 318N, 319X, 320K, 323L, 1054A, 1055K, 461C, 1234N, 1063M, 1077M, 1056N, 1057X & 1076C Mukim 34

Tenure : Land Portion
Leasehold 73 years 3 months and 13 days from 1 October 1997 (the unexpired lease is approx 65.7 years)

Foreshore Area

Lots, Mukim 34	Tenure	Unexpired lease
319X, 320K, 323L, 1054A & 1055K	13 years & 3 months from 1/10/97	5.75 years
318N	18 yrs & 9 months from 1/10/97	11.25 years
461C	22 yrs 10 mths 22 days from 1/10/97	15.39 years
1056N, 1057X & 1076C	23 yrs 8 mths 3 days from 1/10/97	16.17 years
1234N	28 yrs 7 mths 1 day from 1/10/97	21.08 years
1063M & 1077M	30 yrs from 1/10/97	22.5 years

Registered Lessee : Bougainvillea Realty Pte Ltd

Brief Description	:	An offshore island used as a bulk liquid storage terminal complex for petroleum related products located on Pulau Sebarok, approximately 9 km off the southern coastline of Singapore, between Sentosa Island and Pulau Bukom. Access to the property is by a short 20-minute ferry from the Pasir Panjang Ferry Terminal. The existing improvements and structures were built by the lessees since 1983. They comprise storage tanks with dedicated pipeline systems, pumps, roadways, jetties and wharf/platforms. Other ancillary buildings include administrative office blocks, workshops, stores, and fire station/substation. There are an estimated nine jetties with loading platforms. The deep-water jetties have drafts ranging from 9 metres to 18 metres deep and lengths of up to 350 metres. They can berth vessels with capacity of up to 160,000 DWT. The subject property is fenced all round and protected by 24-hour security and modern fire fighting systems. Of the total land, approximately 38.33 hectares is currently leased to two tenants for use as bulk liquid storage terminal while another 5.223 hectrares is leased to a tenant for use as disposal and treatment of marine waste and related activities. The remaining land of approx 3.28 hectares on the northern portion is vacant.
Site Area	:	Land area: 468,395.6 sq metres Foreshore area: 33,510.3 sq metres
Permitted Use	:	For a slop reception and treatment center and other related and port facilities use. We assumed that approval is granted for change of use to bulk storage use.
Condition	:	Average

Occupancies/Tenancies	:	Vopak Terminals Singapore Pte Ltd is the main tenant occupying an area of 307,780 sq metres with a lease for a period of 20 years from 1 January 2005 to 31 December 2024. The current rent is at $11.53 psm p.a. The rent is subject to a maximum yearly escalation of 1.25%. Singapore Petroleum Co Ltd is the second tenant occupying an area of 75,571 sq metres with a lease for a period of 30 years from 1 May 1990 to 30 April 2020. The current rent is $13.50 psm p.a. The rent is subject to a maximum yearly escalation of 1.25%. Singaport Cleanseas Pte Ltd is the third tenant occupying an area of 52,237.2 sq metres with a lease for a period of 30 years from 1 September 1993 to 31 August 2023. The current rent is $17.79 psm p.a. The rent is subject to a maximum yearly escalation of 11.8% per annum Lot 1077M (Jetty 2) at the foreshore, is licensed to Vopak Terminals Singapore Pte Ltd from 1 January 2005 to co terminate with the land lease. The current licence fee is $10,325/p per month and is subject to a yearly escalation of 1.25%. Overall, approximately 93% of the total land area is occupied. The other foreshore areas are leased to tenants on upfront premiums back-to-back on terms from the Singapore Land Authority.
Annual Land Rent	:	$12/- per annum, wavied until such time as the Minister may determine
Annual Value	:	

Address	Annual Value
1 Pulau Sebarok	S$16,255,000/-
3 Pulau Sebarok	S$ 3,159,000/-
5 Pulau Sebarok	S$ 1,664,000/-
Lot 599P Mk 34	S$ 135,000/- (vacant land)
Total	S$21,213,000/-

2003 Master Plan Zoning	:	"Business 2" with plot ratio of 1.0
Basis of Valuation	:	Our instructions are to value the existing land leases and to disregard all improvements and structures on the land.
Market Value **As at 31 May 2005**	:	**S$91,000,000/-** (Singapore Dollars Ninety One Million Only)

…………………………………………………………………………………………..
Colliers International Consultancy & Valuation (Singapore) Pte Ltd

KN/CN/ct

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COLLIERS
INTERNATIONAL

Colliers International Consultancy &
Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	531 Bukit Batok Street 23 Singapore 659547
Legal Description	:	Lot 5204 (Pt) Pte Lot 6609A(Plot 3) Mukim 5
Tenure	:	30+30 years commencing from 1 October 1995 (Balance lease term is approximately 50.3 years)
Registered Lessee	:	Armstrong Industrial Corporation Limited
Brief Description	:	A 6-storey light industrial cum warehouse building with a basement located on the northern side of Bukit Batok Street 23, near its junction with Bukit Batok Crescent, off Bukit Batok Avenue 3 and some 15 km away from the City Centre. The subject property comprises a trapezoidal shape site, generally flat and at access road level. Loading and unloading bays, basement car parking lots and a landscaped courtyard behind the passenger lift are provided within the compound. The building is equipped with central/split air-conditioning system. Vertical access within the building is via a passenger lift (1 more lift to be ready soon), 2 cargo lifts and reinforced concrete staircases. Modern fire fighting devices, CCTV and 24-hour security guard service are provided.
Site Area	:	7,554.5 sq metres or thereabouts, subject to government's final survey
Gross Floor Area	:	Approximately 18,871 sq metres, as provided and subject to final survey
Net Lettable Floor Area	:	Approximately 15,577.1 sq metres, as provided and subject to final survey

Year of Completion	:	Certificate of Statutory Completion was issued around Jan 1999
Permitted Use	:	For manufacture of precision rubber and foam components
Condition	:	Good
Tenancy Brief	:	The property will be 100% leased back to Armstrong Industrial Corporation Limited for a term of 10 years from date of completion of sale with option to renew for another 5 years at an initial annual rental of S$1,706,000/-. The rent will escalate 3% p.a. on year 2, and 2% p.a. from year 6 onwards. Tenant will pay land rent and property tax, etc.
Annual Land Rent	:	Current land rent payable to HDB is around S$24.58 per sq metre per annum excluding GST
Annual Value	:	S$1,811,000/- for 2005
2003 Master Plan Zoning	:	Business 1 at plot ratio 2.5
Market Value As at 31 May 2005	:	**S$22,500,000/-** (Singapore Dollars Twenty-Two Million And Five Hundred Thousand Only)

………………………………………………………………………………………..
Colliers International Consultancy & Valuation (Singapore) Pte Ltd

CN/SS/slk

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COLLIERS INTERNATIONAL

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	19 Senoko Loop KLW INDUSTRIAL BUILDING Singapore 758169
Legal Description	:	Lot 2804P (Pte Lot A14177) Mukim 13
Tenure	:	30+30 years with effect from 1st May 1994 (Balance lease term is approximately 48.9 years)
Registered Proprietor	:	Mapletree Trustee Pte Ltd
Brief Description	:	A part 2-/part 4-storey detached factory with ancillary office, located on the southern flank of Senoko Loop, off Senoko Drive/Admiralty Road West and approximately 25 km from the City Centre. The subject land is almost trapezoidal in shape with a frontage onto Senoko Loop and the plot slopes gradually upwards to the level of Admiralty Road West. Vehicular access to the building is via Senoko Loop. The building is equipped with a split air-conditioning system. Vertical access is via 1 passenger lift and 1 cargo lift. Modern fire fighting devices are provided. Loading and unloading bays and open parking lots are provided within the subject compound.
Site Area	:	11,301.9 sq metres or thereabouts
Gross Floor Area	:	Approximately 14,970.89 sq metres, subject to final survey
Lettable Floor Area	:	Approximately 14,970.89 sq metres, subject to final survey

Year of Completion : Temporary Occupancy Permit was issued on 21 January 1997

Permitted Use : Approved for light industries activities such as assembly and repair, technical services, packaging and storage of lifestyle furniture and fittings, electronic products with ancillary offices and storage

Condition : Good

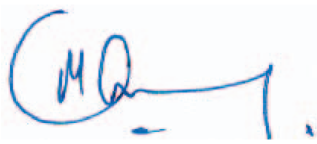
Tenancy Brief : The property is currently leased to KLW Wood Products Pte Ltd for a term of 10 years with effect from 6 December 2004 to 5 December 2014. The initial annual rental is S$1,800,000/- and will be increased yearly based on 1.5% of the rent of each immediately preceding year. The lessee will be responsible for maintenance, utilities and insurance whilst the lessor will be responsible for property tax and land rent from the lease commencement date.

Annual Land Rent : S$188,953/- (before GST)

Annual Value : S$1,340,000/- for 2005

2003 Master Plan Zoning : Business 2 with Plot Ratio 2.5

Market Value
As at 31 May 2005 : **S$17,000,000/-**
(Singapore Dollars Seventeen Million Only)



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Colliers International Consultancy & Valuation (Singapore) Pte Ltd

CYC/CN/slk

This valuation certificate is subject to the attached Limiting Conditions

COLLIERS INTERNATIONAL

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place
#18-01 Singapore Land Tower
Singapore 048623
Tel 65 6223 2323
Fax 65 6438 6826

RCB No. 198105965E

VALUATION CERTIFICATE

Date of Valuation	:	31 May 2005
Address of Property	:	11 Tai Seng Link Singapore 534182
Legal Description	:	Part of Lot 5918X (Pte Lot A22154) Mukim 23
Tenure	:	30+30 years commencing from 15 February 2004 (Balance lease term is approximately 58.7 years)
Registered Lessee	:	Mapletree Trustee Pte Ltd
Brief Description	:	A 5-storey light industrial cum warehouse building located on the western side of Tai Seng Link, at its junction with Tai Seng Avenue, off Airport Road and Upper Paya Lebar Road and some 10 km away from the City Centre. The subject property is within Paya Lebar Industrial Park, and stands on a corner near trapezoidal shape site, generally flat and slightly above road level. Loading and unloading bays, covered/open car parking lots and a single-storey guard house are provided within the compound. The building is equipped with central/split air-conditioning system. Vertical access within the building is via a passenger lift, 2 cargo lifts and reinforced concrete staircases. Modern fire fighting devices, security alarm system and 24-hour security are provided.
Site Area	:	4,409 sq metres or thereabouts, subject to government's final survey
Gross Floor Area	:	Approximately 10,312.5 sq metres, as provided and subject to final survey
Year of Completion	:	Certificate of Statutory Completion was issued on 22 September 2004

Permitted Use	:	For manufacturing and distribution of networking and networking related products
Condition	:	Good
Tenancy Brief	:	The property will be 100% leased back to Allied Telesyn International (Asia) Pte Ltd for a term of 6 years from 4 October 2004 with 2 consecutive options to renew for further term of 3 years each at the initial monthly rental of S$113,779.10. The tenant will bear increase in property tax and land rent. Reduction in property tax and land rent will be passed through to tenant.
Annual Land Rent	:	Current land rent payable to JTC is around S$43.61 per sq metre per annum excluding GST
Annual Value	:	N.A.
2003 Master Plan Zoning	:	Business 2 at plot ratio 2.5
Market Value **As at 31 May 2005**	:	**S$14,000,000/-** (Singapore Dollars Fourteen Million Only)

……………………………………………………………………………………………
Colliers International Consultancy & Valuation (Singapore) Pte Ltd

CN/SS/slk

This valuation certificate is subject to the attached Limiting Conditions

An Overview of the Logistics Property Markets in Singapore and the Asia Pacific Region Prepared For

MAPLETREE LOGISTICS TRUST MANAGEMENT LIMITED

In Respect Of

MAPLETREE LOGISTICS TRUST

31 May 2005

FOR AND ON BEHALF OF
CB RICHARD ELLIS (PTE) LTD

Chris Brooke
Executive Director
CBRE Consulting

TABLE OF CONTENTS

1 Introduction

Mapletree Logistics Trust Management Limited, as manager of Mapletree Logistics Trust (MLT), and HSBC Institutional Trust Services (Singapore) Limited as trustee of MLT (Trustee), commissioned CB Richard Ellis (Pte) Ltd (CB Richard Ellis) to conduct a study to provide an Overview of the Logistics Property Markets in Singapore and the Asia Pacific Region for the purpose of inclusion in the Prospectus to be issued in connection with the initial public offering of the units in the MLT and the listing of MLT on Singapore Exchange Securities Trading Limited. The real estate indicators of the Logistics/Warehouse sector were reviewed to offer an overview of the existing market conditions. In addition, overview of the economy, emerging trends and prospects going forward were provided to offer foreseeable market conditions. As part of the overview, CB Richard Ellis also provided an independent review of MLT properties by benchmarking occupancy rates against the respective planning regions as designated by the planning authority.

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Assumptions

Assumptions are a necessary part of this report. CB Richard Ellis adopts assumptions because some information is not available, or falls outside the scope of our expertise. While assumptions are made with careful consideration of factors known to CB Richard Ellis at the date of this document, the risk that any of the assumptions may be incorrect should be taken into account. CB Richard Ellis does not warrant or represent that the assumptions on which this report is based are accurate or correct.

Information supplied by others

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Future matters

To the extent that this document includes any statement as to a future matter or projections or forecasts, that statement is provided as an estimate and/or opinion based on the information known to CB Richard Ellis at the date of this document. Such projections or forecasts are to be regarded as indicative of possibilities rather than absolute certainties. They involve assumptions about many variables and any variation due to changing conditions will have an impact on the final outcome. CB Richard Ellis does not warrant that such projections or forecasts will be achieved.

2 The Business of Logistics

The definition of logistics adopted by the Council of Supply Chain Management Professionals in the US is "the process of planning, implementing, and controlling the efficient, effective flow and storage of goods, services, and related information from point of origin to point of consumption for the purpose of conforming to customer requirements." This definition includes inbound, outbound, internal, and external movements, and return of materials.

Logistics is the business of planning and managing the supply chain of a product or service. Given its integral nature to any business, global logistics is a US$515 billion (S$850 billion)[1] industry and plays a vital role in product development, manufacturing, marketing, distribution, financial management and exporting.

1 Exchange rate of US$1.00 = S$1.65

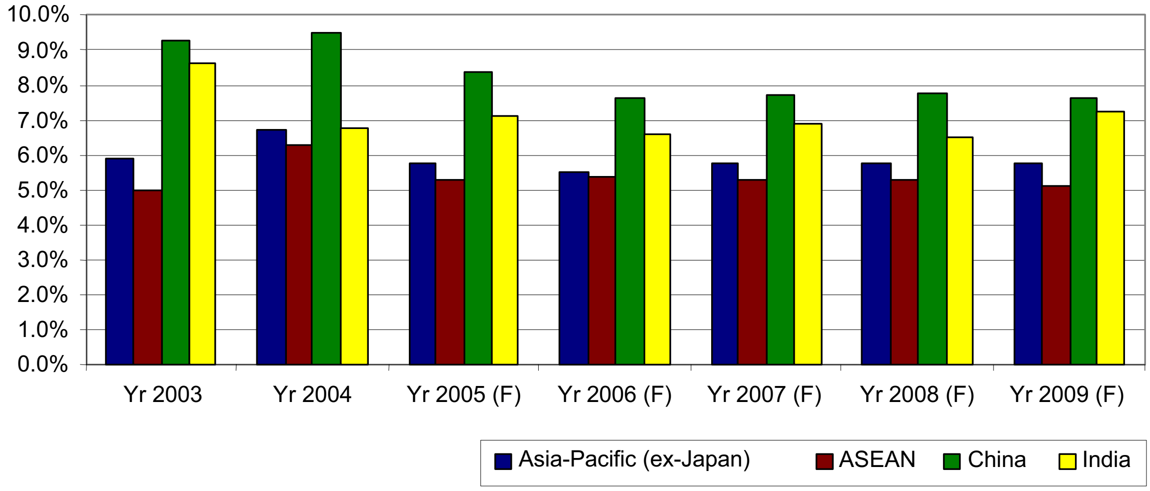
2.1 Asian Economic overview[2]

The global gross domestic product[3] (GDP) expanded by close to 5.0% in 2004, the strongest growth in two decades. Asia-Pacific (ex-Japan), accounting for 30% of the global GDP, posted a GDP growth of 6.7%. Over the same period, most parts of Asia demonstrated stronger growth than global rates. The growth in China was at 9.5%, in India at 6.8% and in the rest of Asia (ex-Japan) at 6.8%. The growth was underpinned by strong external demand and buoyant domestic demand, leading to added business investment in the region.

Going forward, Asia-Pacific (ex-Japan) GDP growth rate, estimated at 5.8% for 2005 and 5.5% for 2006, is expected to be higher than the global GDP growth rate, which is estimated at 4.2% in 2005 and 3.9% in 2006. Economic outlook for South Asia remains bright and the Association of South East Asian Nations (ASEAN) is expected to grow faster than most other emerging markets with the exception of China and India.

In summary, the Asian economies remain healthy and are expected to see a modest pace of expansion in 2005. Asia will continue to be a trading hub and business prospects in the region remain positive.

Real GDP Growth



Source: Economist Intelligence Unit, CB Richard Ellis

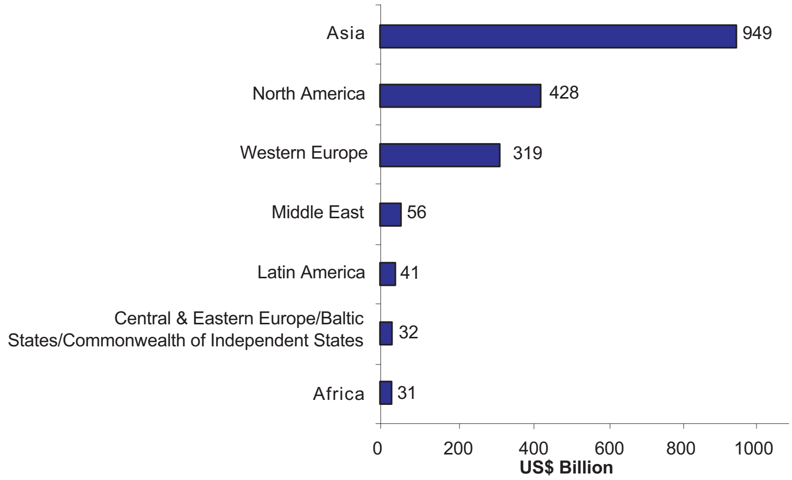
2.2 Trade in Asia

Asia accounted for 26.1% of the world exports and 23.0% of the world imports in 2003, making it a key contributor to the global logistics market. Intra-Asia trade accounted for half of the total volume of exports from Asia with US$1.9 trillion (S$3.1 trillion) recorded in 2003, an evidence of the growing trade integration in the region. Beyond Asia, North America was the top destination with a share of 22.5% of the total exports. Manufacturers accounted for 83.7% of the total exports from Asia, a reminder that Asia is a leading production hub. China, post accession to the World Trade Organization (WTO) in 2001, has become a key force for both exports and imports.

2 All GDP growth rates are from Economist Intelligence Unit

3 Purchasing Power Parity basis

Intra-regional and inter-regional from Asia, 2003



Source: WTO, CB Richard Ellis

2.3 Infrastructure in Asia

Infrastructure development is key to higher demand for goods and the resulting increase in Asian trade activity. Listed below are the infrastructure capabilities in each of the countries included in this report.

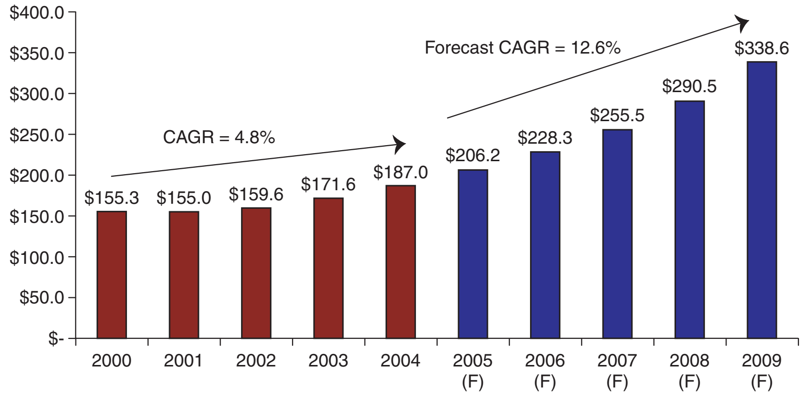
Country	Highways (km)	Railways (km)	No. of paved airport runways	No. of ports
Singapore	3,150	39	9	1
China	1,400,000	71,600	351	20
Hong Kong	1,831	34	3	1
Malaysia	64,672	2,418	35	18
India	3,300,000	63,518	232	7
Thailand	64,600	4,071	62	7
Vietnam	93,300	3,142	24	9
Philippines	119,950	897	82	15
Indonesia	342,700	6,458	153	8

Source: World Factbook 2003

2.4 Size of the Asia-Pacific Logistics Market

The Asia-Pacific logistics market[4] was valued at about US$187.0 billion (S$309.0 billion) comprising 35.5% of the global logistics market in 2004. Over the last five years, the compound annual growth rate (CAGR) of the logistics industry in Asia- Pacific has been 4.8%, compared to 3.6% growth globally (excluding Asia-Pacific). The Asia-Pacific region is expected to lead the global logistics market with an estimated CAGR of 12.6%, from 2005 to 2009. This is significantly higher than the global (ex-Asia-Pacific) CAGR of 3.2%.

Asia-Pacific Logistics Market (US$ Billion)

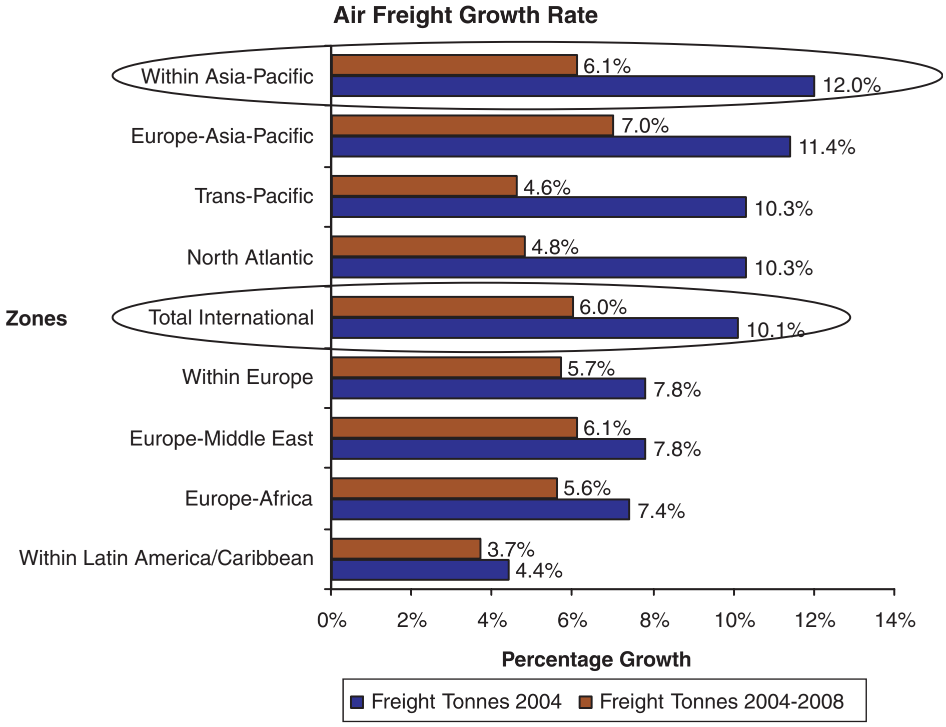


Source: Datamonitor Market Research, CB Richard Ellis

Asia is becoming a global manufacturing centre. Its logistics industry grew rapidly at 9.0% year-on-year in 2004, which is an increase from the 7.5% year-on-year growth in 2003. The Asia-Pacific market is expected to drive the global logistics market going forward and hence logistics players will need a business presence in the region. In addition, infrastructure development and increased consumer consumption in this region should further grow logistics operator's business. This is likely to translate to positive demand for logistics real estate in the respective markets.

4 According to the Datamonitor Market Research the logistics market is composed of all expenditure from the transportation, distribution and management of the retail, consumer electronics, automotive, hi-tech and pharmaceutical sectors. This total expenditure includes cost incurred in-house as well as those, which are outsourced to an external party.

The growth expectation in air freight is reflective of the positive sentiments prevailing in the trading world. The sea freight business is also expected to grow at a CAGR of 10.2% between 2004 and 2008 according to the estimates of The Drewery Container Market Quarterly. The increase in air and sea freight volumes is in line with positive forecasts for total trade in Asia-Pacific, which is estimated to grow by a CAGR of 12.6% between 2004 and 2008 according to the EIU. Increased trading expectations signify growth potential for logistics operators.



Source: IATA Freight Forecast, CB Richard Ellis

2.5 Logistics operators

Over the past decade, the Asian logistics sector has evolved from the provision of simple warehousing storage and contracts management to increasingly sophisticated value-added logistics operations, customised transport management and distribution systems. As world economies open up their markets and competition intensifies, the demand for integrated global logistics services in both value and level of sophistication should increase.

Manufacturers and suppliers need to meet increasing demands for the fulfilment of response time targets set by end-customers while having to reduce inventory to maximise returns. Cross-border movement of goods has increased due to regionalisation and globalisation of companies. These have been the factors behind the global outsourcing trend in supply chain management.

Consequently, the outsourcing of this supply chain management and other value-added or specialist service functions enables manufacturers, traders, retailers and suppliers of food services and fast moving consumer goods (FMCG) to focus on their core capabilities. This optimises the value chain for these users, and also presents huge opportunities for logistics providers; especially third party logistics service providers. The logistics fulfilment businesses in the various Asian countries are at different stages of development and sophistication. Growth in the logistics sector is expected to be strong given trends of Asia as a manufacturing hub and increased consumerism.

Within Asia, PRC is poised to become one of the main sourcing origins for many products while India will progressively increase its importance as a sourcing origin. Other Asian markets, including Korea, Japan and Southeast Asia will continue to contribute significantly to flow of goods by air or sea within Asia and also from Asia to Europe and North America.

The market in Asia for logistics services is attractive as it is a global cross-border business. Many multinational logistics players have expanded or are starting their Asian presences to integrate into their worldwide operations in order to support the growing presence of their international clients in Asia. Local Asian logistics players are also expanding their businesses in recognition of the opportunities in the region.

Third party logistics providers (3PLs) supply/coordinate logistics functions across multiple links in the supply management chain and enable firms to reduce operating costs and increase revenues in new and existing markets. 3PLs provide firms with an opportunity to enhance their market value by reducing ownership of assets and providing specialised expertise in managing logistics with contemporary technology and systems. The growth in the logistics business has resulted in the emergence of fourth-party logistics providers — a trademark term owned by Andersen Consulting. It refers to the evolution in logistics from suppliers focused on warehousing and transportation (third-party logistics providers) to suppliers offering management service.

Over 80% of the Fortune 500 companies employ the services of a 3PL[5] and the total amount of logistics work outsourced by these companies to 3PLs is expected to increase by 10.0% in 2006. Given that Asia is the production base for many corporates, the increased outsourcing of the logistic business should result in demand for added physical infrastructure services to facilitate the 3PL business.

The key players in the logistics industry in Asia-Pacific are listed below:

Key Logistics Operators in Asia-Pacific	
Air Cargo Companies	Singapore Airlines, Cathay Pacific, Qantas, Japan Airlines (Cargo), Air France Cargo
Sea Cargo/Shipping Companies	Evergreen, OOCL, COSCO Group, Nippon Yusen Kaisha (NYK) Group, Maersk Sealand (AP Moller Group), American President Lines (APL), Peninsular and Oriental Steam Navigation Company (P&O)
Freight Forwarders	DHL Danzas Air & Ocean — Asia-Pacific, Kuehne & Nagel (Asia Pacific) Management Ltd, Exel, Expeditors, Bax Global, Panalpina
Express/Courier Companies	DHL, FedEx, TNT Express, UPS (United Parcel Service)
Third Party Logistics Operators	Tibbett & Britten, Exel, Maersk Logistics, Schenker AG, DHL Solutions (Logistics), Geodis, NYK Logistics (formerly New Wave Logistics), APL Logistics, GeoLogistics — Asia Pacific, TNT Logistics, Ryder

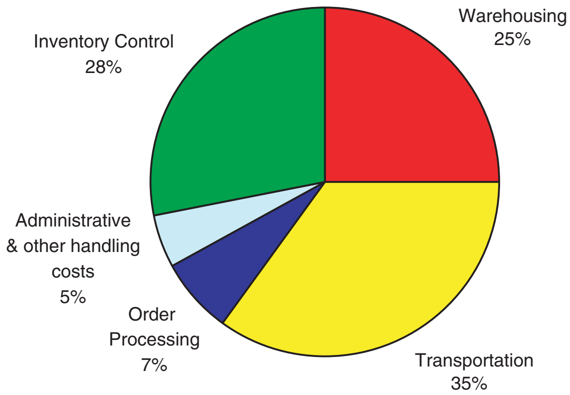
Source: Transport Intelligence, 2003

5 Third Party Logistics Update: Annual U.S. User and Provider Survey 2004, Accenture and Northeastern University

2.6 Logistics cost breakdown

Logistics services account for 10.0%-15.0% of the final cost of a product in developed countries, which have the required infrastructure for efficient logistics. In developing countries this cost is higher at 15.0%-25.0% of the final product cost. The key elements of the logistics business and thereby the costs associated with it are: time needed for delivery, the availability and type of product, the movement mode (transport, tele-communications or by capital), the cost, and the partners that link the product or service from one point to another.

Physical Distribution of Logistics Costs



Source: Armstrong & Associates, 2001

Within logistics, warehousing constitutes a quarter of the cost components for a typical logistics provider. This explains why logistics service providers are increasingly working towards an asset-light strategy in order to redeploy their capital into the core business to facilitate business expansion plans.

2.7 Key trends benefiting logistics real estate service providers

The logistics industry remains fragmented with more than 3,000 logistics companies established in Singapore alone. Many of these logistics service providers start by owning and operating their own logistics facilities, mostly due to Government concessions and benefits for the provision of land for the purpose of establishing operations and the development of their own purpose-built facilities. Such fragmentation of ownership provides logistics real estate service providers with an ample pool of properties to acquire.

The logistics fulfilment businesses in the various Asian countries are at differing stages of development and sophistication. However, with Asia fast becoming the world's manufacturing hub and its growth into a sizeable consumer market, the growth in the logistics sector is expected to be robust. As the market matures, logistics service providers will need to redeploy capital into core businesses. The sale of owner-occupied logistics facilities to logistics real estate service providers is a way in which capital can be raised with operational certainty preserved through sale and leaseback arrangements.

As the Asian logistics sector matures, industry consolidation is likely to occur. This may place more pressure on logistics operators to ensure balance sheet efficiency and maximise the capital available for expansion. The sale and leaseback of owner-occupied real estate may augment such financial efficiencies.

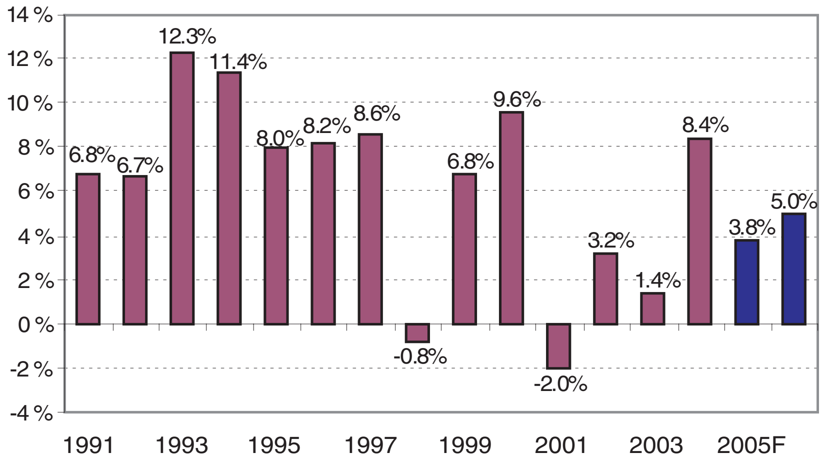
3 Singapore Logistics Market Overview

3.1 Overview of the Economy

The Singapore economy grew by 8.4% in 2004, the best economic performance since 2000. The manufacturing sector, which is a key pillar of the local economy, expanded by 13.9% in 2004 and accounted for 25.2% of the GDP in the same year. The growth in the manufacturing sector was led mainly by the biomedical manufacturing sector and the transport engineering sector and to a lesser extent, the electronics and chemical sectors.

Based on the advance estimates by the Ministry of Trade and Industry ("MTI"), the Singapore economy eased in the first quarter of 2005, growing by 2.4% year-on-year versus 7.9% growth for the same period a year ago. The number of factors likely to influence the extent of moderation in 2005 include a slowdown in the global semiconductor cycle, concerns over a possible hard landing in China, and lingering high oil prices. Given the above considerations, the MTI has growth forecast of 2.5-4.5% for 2005.

Real GDP Growth



Source: Department of Statistics, Monetary Authority of Singapore

Note: Based on 1995 prices

3.2 Singapore's Trade Performance

Singapore's total external trade grew at a CAGR of 6.7% between 1995 and 2004. Total imports and exports expanded at a CAGR of 5.9% and 7.5% respectively over the same period. In 2004, Singapore's external trade rose by 22%, a strong increase from the 9.6% growth in the previous year. Total trade reached US$352.0 billion (S$580.0 billion) in 2004. The historically high trade was fuelled by the strong economic recovery in the US, Japan and the European Union, coupled with the robust global electronics demand.

Annual Growth Total Trade, Imports and Exports

Source: Yearbook of Statistics

3.3 Logistics Market Overview

Singapore's external trade has historically been approximately three times that of its GDP and is largely supported by an active logistics sector. Its critical importance to the economy is evidenced by a 8-9% contribution to Singapore's GDP in 2003 (US$9.1 billion or S$15 billion). The vision of the Singapore government is for the sector to grow to between 9-13% of GDP by 2012.

3.3.1 Singapore: A Logistics Hub

With a base of 6,000 MNCs and thousands of smaller enterprises, Singapore is naturally viewed as a logistics hub, with over half of the world's top 3PL operators setting up significant operations in Singapore.

Singapore also offers strong connectivity to the Asia-Pacific region via extensive air and sea linkages. Air linkages connect Singapore to 50 countries and sea linkages connect to more than 740 ports worldwide, a focal point for over 400 shipping lines. Strong transport linkages allow Singapore to adopt a hub-and-spoke strategy, and to function effectively as a base for both large players as well as smaller enterprises that wish to transport their goods regionally. To facilitate this trade movement, air-to-air transhipment can be completed in an hour while sea-air transhipment can be completed in 12 hours within the Free Trade Zone at Changi.

Even though competition within the international logistics industry intensified in the region in 2004, Singapore maintained its competitiveness and attractiveness as a logistics hub. Singapore ports handled a record 21.3 million twenty-foot equivalent units (TEUs) in 2004, an increase of 15.9% from the year before. Changi Airport registered its air cargo throughput at 1.78 million tonnes in 2004, an increase of 10.6% from the preceding year. In 2004, the projects secured by the logistics industry generated US$245 million (S$405 million) in total business spending, an increase from the US$162 million (S$268 million) in the previous year.

3.4 Government Initiatives

With the target of developing Singapore into the premier integrated logistics centre for Asia by 2010, the Singapore government has put in place a framework to develop a full range of logistics capabilities to support manufacturing and business services. In addition, there are initiatives to develop the intellectual capabilities in the logistics sector, such as the establishment of The Logistics Institute — Asia Pacific, a collaboration between Georgia Institute of Technology and the National University of Singapore.

The establishment of Free Trade Zones is also one of the steps taken to enhance Singapore's connectivity to major trading hubs and manufacturing bases overseas.

To reduce the cost of operations for logistics operators, the government plans to widen the Bonded Warehouse Scheme from 1 January 2006 by lifting the 80% export requirement for qualifying operators. Under this scheme, goods imported and traded within designated warehouses will not face any goods and services tax charges. This will provide operators with greater flexibility in storing and moving goods between pre-approved warehouses.

The government in the recent 2005 Budget statement announced that ship-leasing companies would enjoy tax breaks on foreign exchange and derivative gains as part of an extension of the Approved International Shipping Enterprise scheme. The move will offer shipping companies more flexibility in managing their fleets and help grow Singapore's ship financing sector.

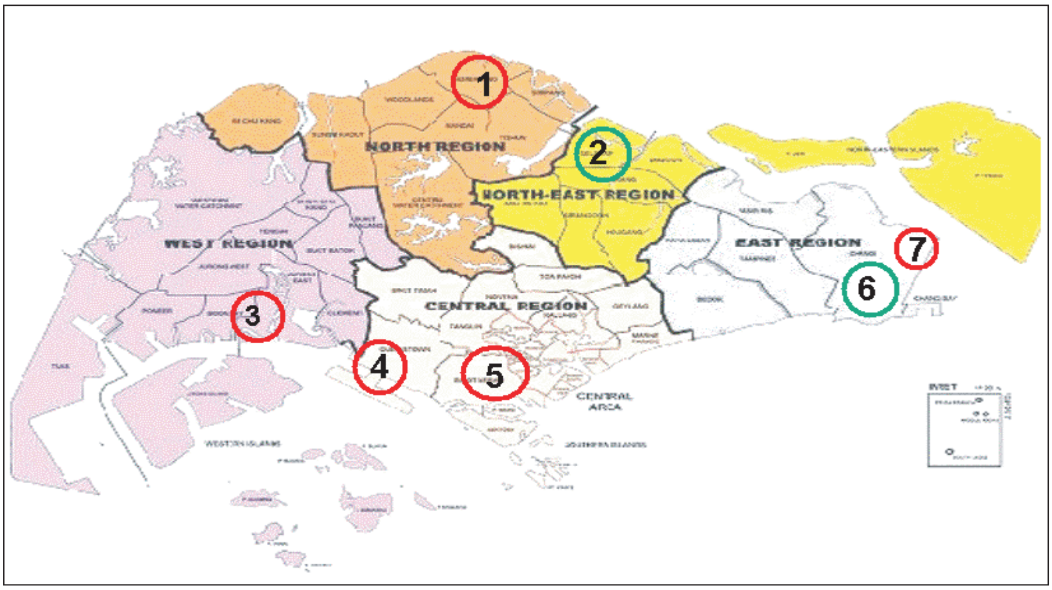
In addition, the Global Trader Programme (GTP) will also be widened for companies to enjoy concessionary tax rates for Singapore-dollar denominated transactions. The GTP encourages global trading companies to use Singapore as their regional or global base to conduct activities along the total trade value-add chain from procurement to distribution, in order to expand into the region and beyond.

The Major Exporter Scheme (MES) caters to GST- registered companies that are major exporters and also have significant imports. Most logistics companies in Singapore have an MES status. Companies registered under MES are not liable to pay GST for the import of non-dutiable goods in Singapore. This scheme allows foreign companies that intend to import goods and redistribute them from Singapore to employ a logistics company with an MES status to manage its imports and redistribution, thereby reducing its own reporting obligations.

Also, the Singapore government has put in place the Approved Third-Party Logistics Company (3PLC) scheme to ensure that no GST is payable when companies import goods either for itself or for its overseas principals. The approved 3PLC will also be able to supply the imported goods locally to a MES customer or to other approved 3PLCs without being charged for GST. The benefit of this scheme is that it is that it allows foreign companies to maintain their inventory with an approved 3PLC in Singapore.

The Singapore government also intends to invest US$30.0 million (S$50.0 million) to develop an integrated IT platform for the trade and logistics industry. This IT platform will enable better exchange of information between shippers, freight forwarders, carriers and financial institutions to facilitate the flow of goods within, through and out of Singapore, thereby increasing its competitiveness as a port and logistics hub.

3.5 Key Infrastructure Nodes



Legend:

1 – Sembawang Wharves (Free Trade Zone)

2 – Seletar Airport

3 – Jurong Port

4 – Pasir Panjang Distripark and Terminal and Alexandra Distripark (Free Trade Zone)

5 – Tanjong Pagar Distripark, Keppel Distripark and Pulau Brani Terminal (Free Trade Zone)

6 – Changi International Airport

7 – Changi Airfreight Centre, Airport Logistics Park of Singapore (Free Trade Zone)

Source: EDB, JTC, MTI, CB Richard Ellis

The major infrastructure nodes are located on the southern and eastern parts of Singapore with the exception of Sembawang Wharves which are located in the North. Most main terminals and distriparks are situated along the Pasir Panjang and Keppel belts as these areas have traditionally been Singapore's main port routes. PSA intends to add 15 new berths by 2011, which will increase the annual handling capacity of 20 million TEUs to 31 million TEUs. Three of these berths will be operational by the third quarter of 2005, and another five in 2006.

The free trade zones near Changi International Airport serve to strengthen Singapore's position as an attractive logistics and Supply Chain Management (SCM) nerve centre. Air cargo in Singapore is handled through the Changi Airfreight Centre (CAC). Since CAC is a free-trade zone, there is minimal documentation required for the goods. Only goods leaving the CAC require paperwork to pass through customs and security check. The Civil Aviation Authority of Singapore (CAAS) is also enhancing its infrastructure to make Changi Airport a cargo hub for perishable goods by developing cold room facilities.

Infrastructure Projects

In 2003, there was the opening of two specialised infrastructure projects for the logistics industry, namely the Airport Logistics Park of Singapore (ALPS) along Changi Coast Road and Banyan LogisPark on Jurong Island. These two projects have since received good response from industry players.

The ALPS, a 26-ha development, had good take-up from leading logistics players in 2004. The floor space was fully committed in 2004 for the newly built SALC 1 multi-tenant facility. A second such facility will be built this year to cater to additional demand.

Banyan LogisPark on Jurong Island is a 220-ha development with two significant chemical logistics projects. The first project is by Vopak, which announced plans to invest US$378.8 million (S$625.0 million) to build its largest petroleum and chemical storage terminal. Secondly, Horizon Singapore Terminals also announced that it would invest US$200.0 million (S$330.0 million) in a bulk liquids terminal, its first in Asia.

3.6 Key Players In The Logistics Market

- DHL operates a regional distribution centre out of Singapore. Its facility has grown from a 5,574-sq m (60,000 sq ft) operation in Changi in 2000 to a 19,510-sq m (210,000 sq ft) establishment spread over three sites. The business is growing at 30% per annum, which essentially may result in a 46,452-sq m (500,000 sq ft) set up in five years' time.
- Sembcorp Logistics (SembLog) is a Singapore-based supply chain solutions company, which manages logistics services for fast moving consumer goods, retail, healthcare, automotive, high tech and industrial section, and oil and gas facilities in Asia. SembLog manages some 743,225 sq m (8 million sf) of warehouse space. SembLog also manages an extensive Asia Pacific physical fulfilment and information technology-based logistics network covering Singapore, China, Hong Kong, Japan, South Korea, Taiwan, Australia, India, Sri Lanka, Thailand, Malaysia, Myanmar and the UAE.
- Exel is the largest airfreight forwarder and contract logistics provider in Singapore. It opened its new US$13.9 million (S$23.0 million) Supply Chain Hub in February 2004. Located at ALPS, the facility houses Exel's Asia Pacific headquarters as well as its Singapore office.
- Expeditors started operating its 12,388-sq m (133,344 sq ft) facility at ALPS in June 2004.
- FedEx established its 150-man Asia Pacific Financial Services Centre in Singapore to serve 13 countries in the region.
- Stolt Nielsen S. A. Group and Poh Tiong Choon Logistics Limited (PTC) have opened the Stolt Container Terminal Pte Ltd (SCTPL), a 18,581 sq m (200,000 sq ft) facility at Jurong Island. Stolt-Nielsen is a world leader in bulk liquid chemicals, edible oils, acids and other speciality liquid transportation services. PTC's core business consists of third-party logistics, transportation, bulk cargo handling, warehousing and terminal management.
- UPS Supply Chain Solutions is building a 39,484 sq m (425,000 sq ft) distribution and logistics hub within the ALPS. The facility will serve as one of the company's key operations centres for South Asia.
- Vopak Terminals Singapore Pte Ltd is investing US$378.8 million (S$625 million) in a fourth storage terminal for oil and chemicals in Singapore. Construction of the first phase started in December 2004 and is scheduled for completion by April 2006. The fully completed terminal will have an oil-storage capacity of 900,000 cubic metres and chemicals-storage capacity of 550,000 cubic metres.

3.7 Key Factors Influencing the Growth of the Singapore Logistics Sector

According to the Economic Development Board of Singapore, the outlook for Singapore's logistics sector is expected to be positive in 2005 with investment levels to be similar to the US$227.3 million (S$375 million) achieved in 2004.

The health of the logistics sector is linked to the transportation of services and goods. The following factors are important in ensuring growth in this sector:

- Stable economic growth in Asia, which is increasingly becoming a more important manufacturing and consumer market, will spur intra-regional trading activity and lead to continued movement of goods and services.
- Increased trade partnerships with other countries. Singapore is a highly trade-dependent economy and trade activities have historically been, and will continue to be, important for the

economy. Singapore has already established Free Trade Agreements (FTAs) with New Zealand, Japan, European Free Trade Association, Australia, the United States and Hashemite Kingdom of Jordan. More FTAs are under negotiations and when they materialise, both exports and imports will grow, which should lead to a rise in the logistics activity in Singapore.

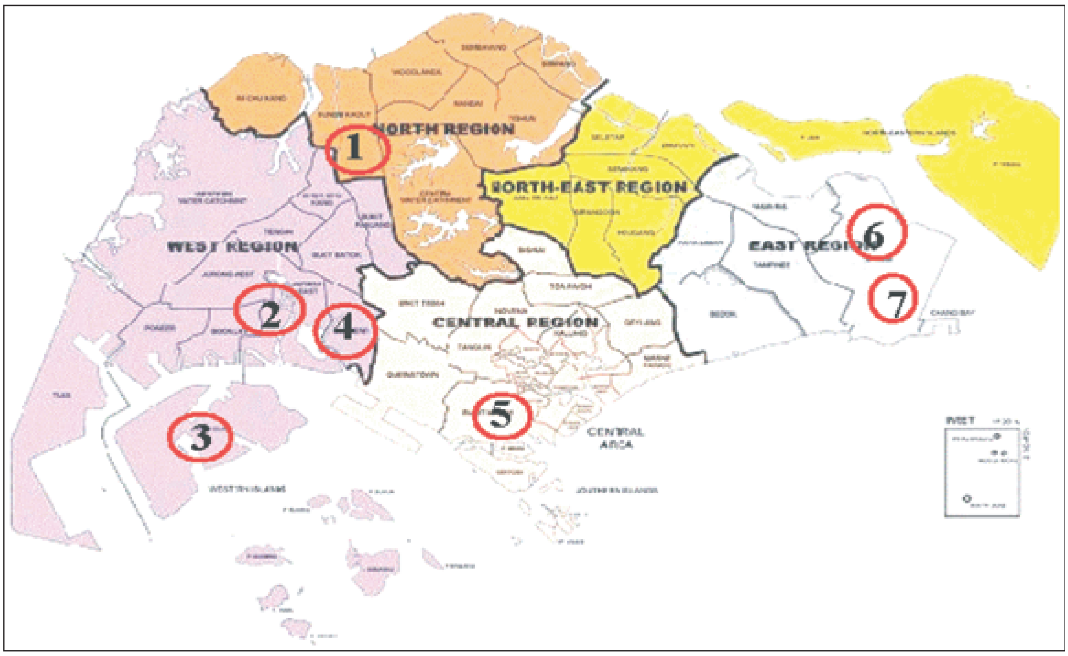
- A secure global environment increases trade growth and therefore should allow Singapore to leverage on the trade links that have been established over the past years.

4 Singapore Warehouse Market Review

4.1 Industrial Market Overview

The Singapore industrial market is a dynamic market. Generally, the performance of the sector is closely linked to global economic conditions (such as hike in oil prices, increases in interest rates and manufacturing imports and exports) and local (economic restructuring, unemployment rates and GDP growth). At the same time, other factors such as the government land sales programmes, land regulations and policies as well as supply of land by the private sector play a role in defining the industrial landscape.

Key infrastructure/logistics parks in Singapore



Legend:

1 – Sungei Kadut Warehousing Zone

2 – Logistics 21 facility by Sembawang Kimtrans

3 – Banyan LogisPark

4 – Logis Hub @ Clementi, Clementi West Distripark, General warehousing for logistics at Toh Guan, Toh Tuck and Clementi West

5 – Keppel Distripark and Tanjong Pagar Distripark

6 – Airport Logistics Park of Singapore and Changi International Logis Park

7 – Changi South Aviation Distrizone and General warehousing at Changi

Source: JTC, URA, CB Richard Ellis

The various warehousing zones and distribution centres across the island help to enhance the country's position as a distribution hub and SCM "control tower" by capitalising on Singapore's world class infrastructure, excellent connectivity and total cost competitiveness. To cope with increasing demand, the Banyan Logis Park on Jurong Island, Singapore Airport Logistics Centre and Changi International LogisPark in Changi are built to enable logistics service providers to undertake fast turnaround of products on a regional basis from Singapore. These will encourage more regional logistics centres and leading logistics companies to establish or enhance their presence in Singapore.

Prepared Industrial Lands	Conventional Industrial Spaces	High-tech Industrial Spaces	Technopreneur Spaces	Business Parks	Research & Development Spaces
a) Warehousing land	a) JTC standard factories	a) Techpoint	a) Ayer Rajah Technopreneur Centre	a) Changi Business Park	a) Science Park
b) Waterfront land	b) JTC stack-up factories	b) Techlink	b) Bukit Merah Technopreneur Centre	b) International Business Park	b) One-North
c) Heavy industrial land	c) JTC flatted factories	c) Eunos Techpark 1			
d) Medium and light industrial land		d) Eunos Techpark 2			
e) Food and pharmaceutical land		e) North Tech			
f) Urban industrial land		f) Tech Place 1			
		g) Tech Place 2			

Source: Singapore Real Estate Handbook, CB Richard Ellis

The government through the JTC Corporation (JTC) dominates the Singapore industrial property market. JTC industrial estates are designed to be self-contained business centres. All supporting infrastructure such as roads, drains, sewers, electricity, water and telecommunication facilities are provided. There are also industrial facilities developed by private developers. All these serve to cater to the varied demands and needs of a wide array of industries.

The warehousing land is usually designated for storage and distribution space such as warehouse complexes, logistics and distribution facilities.

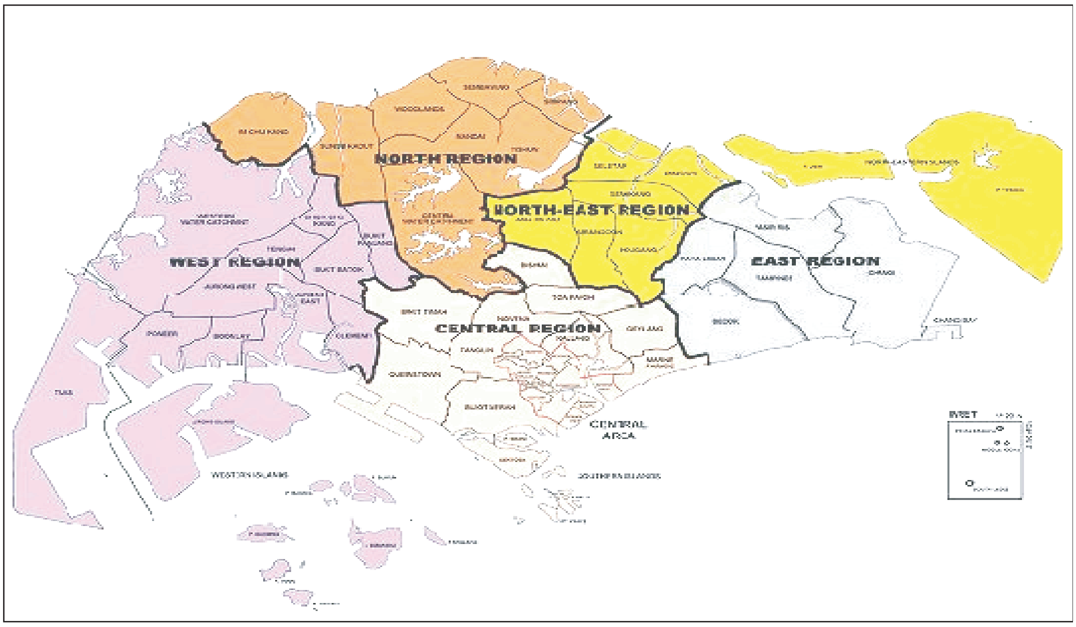
4.2 Warehouse Market

A warehouse is a commercial building for storage of goods. They are usually large buildings in industrial parts of towns and come equipped with loading docks to load and unload trucks, and are normally located by railways, seaports, airports and expressways.

4.2.1 Islandwide Warehouse Stock

According to the Urban Redevelopment Authority, at the end of the first quarter of 2005, the total cumulative warehouse stock in Singapore was 5.73 million sq m (61.66 million sq ft). 98.6% of the warehouse stock was owned by the private sector with the remaining 1.4% by the government. The distribution of the warehouse stock can be categorised into five planning regions as designated by the URA and they are the Central Region, the East Region, the North-East Region, the North Region and the West Region.

The map below depicts the five planning regions.



Source: URA

4.2.2 Future Supply

According to URA statistics, 300,000 sq m (3.23 million sq ft) of new warehouse space is expected to come on stream from 2005 onwards. Of this new space, 223,000 sq m (2.40 million sq ft) is currently under construction while the remaining 77,000 sq m (828,820 sq ft) is still being planned.

Of the space under construction, a total of 161,000 sq m (1.73 million sq ft) of gross floor area is scheduled to be completed in 2005 while 15,000 sq m (161,456 sq ft) will come on stream in 2006. This will increase to 47,000 sq m (505,903 sq ft) in 2007. This compared favourably to the 10-year historical average annual warehouse demand of 173,729 sq m (1.87 million sq ft) of net floor area between 1995 and 2004. In terms of known new supply, there will be the completion of a development at Toa Payoh of about 10,230 sq m (110,115 sq ft) and a warehouse development at Changi North Street 1/Upper Changi Road North of 13,380 sq m (144,021 sq ft) in 2005.

For 2006, a total of 34,740 sq m (373,938 sq ft) will be completed, of which majority space (77%) will be available in the North-East region. In 2007, a warehouse development of 46,790 sq m (503,643 sq ft) of space is also targeted to come on stream in the North region.

Known Future Private Warehouse Supply (2005-2007)

Expected Completion	Proposed Project	Location	Region	Developer	*Planning Status	GFA (sf)	Total GFA (sf)
2005	Hersing Hub at Toa Payoh	Lorong 4 Toa Payoh	Central	Storhub Self Storage Pte Ltd	WP	110,115	
	Warehouse	Changi North Street 1/Upper Changi Road North	East	eSys Technology Pte Ltd	WP	144,021	
				TOTAL FOR 2005			**254,136**
2006	Warehouse	Tagore Avenue	North-East	Singapura Developments Pte Ltd	WP	286,643	
	Warehouse	Lorong 17 Geylang	Central	Nanyang Gum Benjamin Manufacturing Pte Ltd	WP	87,295	
				TOTAL FOR 2006			**373,938**
2007	Warehouse	Mandai Estate	North	Mandai Properties Pte Ltd	WP	503,643	
				TOTAL FOR 2007			**503,643**
				GRAND TOTAL			**1,131,717**

Source: URA, CB Richard Ellis

*Planning Status: WP-written permission granted

Other Private Warehouse Supply

Expected Completion	Proposed Project	Location	Region	Developer	*Planning Status	GFA (sf)	Total GFA (sf)
u.p	Warehouse	Changi North Way	East	Futar Enterprises (Pte) Ltd	PP	84,820	
u.p	Extension and additions/alterations to existing warehouse	Joo Koon Circle	West	Grocery Logistics of Singapore Pte Ltd	WP	186,646	
u.p	Warehouse	Tagore Drive	North	Infocommcentre Pte Ltd	WP	185,354	
u.p	Warehouse	Tuas View Link	West	Tuas Hi-Tech Park Pte Ltd	WP	323,778	
u.p	Extension and additions/alterations to existing warehouse	Benoi Sector	West	DG Logistik Pte Ltd	WP	130,351	
u.p	Warehouse	Penjuru Lane	West	C&P Holdings Pte Ltd	WP	673,497	
				TOTAL			**1,584,446**

Source: URA, CB Richard Ellis

u.p: under planning

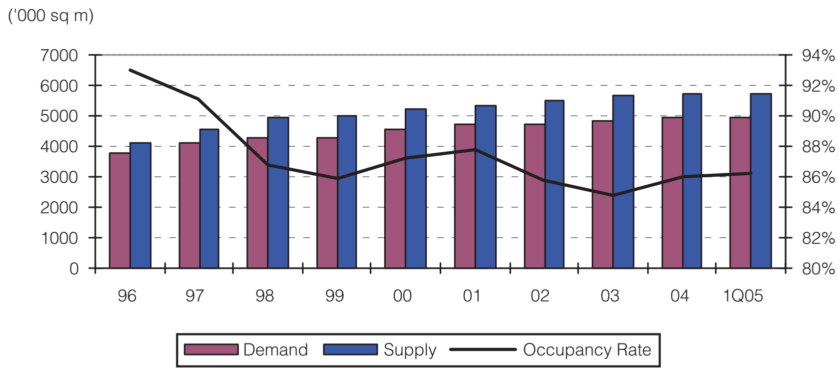
*Planning Status: WP-Written permission granted, PP-provisional permission granted

4.2.3 Islandwide Warehouse Demand and Occupancy

Based on URA statistics, net warehouse demand in the first quarter of 2005 was 15,000 sq m (161,459 sq ft) compared to 21,000 sq m (226,042 sq ft) in the previous quarter. This represents an increase of 0.3% in cumulative demand for warehouse space, which totalled 4.94 million sq m (53.15 million sq ft) at end of the first quarter of 2005. The 10-year historical average annual demand between 1995 and 2004 was 173,729 sq m (1.87 million sq ft). At the same time, the average GDP growth rate was 5.1%, which is the upper end of the long-term economic growth forecast by the government. Future demand for warehouse space is therefore likely to be approximately equal to the

10-year historical average of 173,729 sq m (1.87 million sq ft). The islandwide occupancy rate for warehouse space increased to 86.2% in the first quarter of 2005, from 86.0% in the preceding quarter.

Cumulative Warehouse Demand, Supply and Occupancy

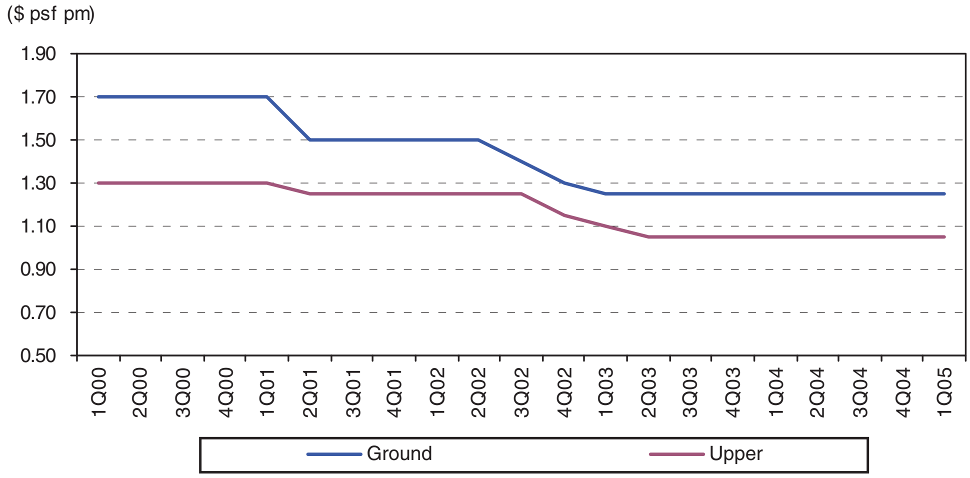


Source: URA, CB Richard Ellis

4.2.4 Rentals and capital values

At the end of the first quarter of 2005, the average monthly prime rent for flatted warehouse space islandwide was unchanged at US$0.76 (S$1.25) psf for ground floor and US$0.64 (S$1.05) psf for upper floors compared to the previous quarter. Similarly, the URA rental index for flatted warehouse space remained flat quarter-on-quarter.

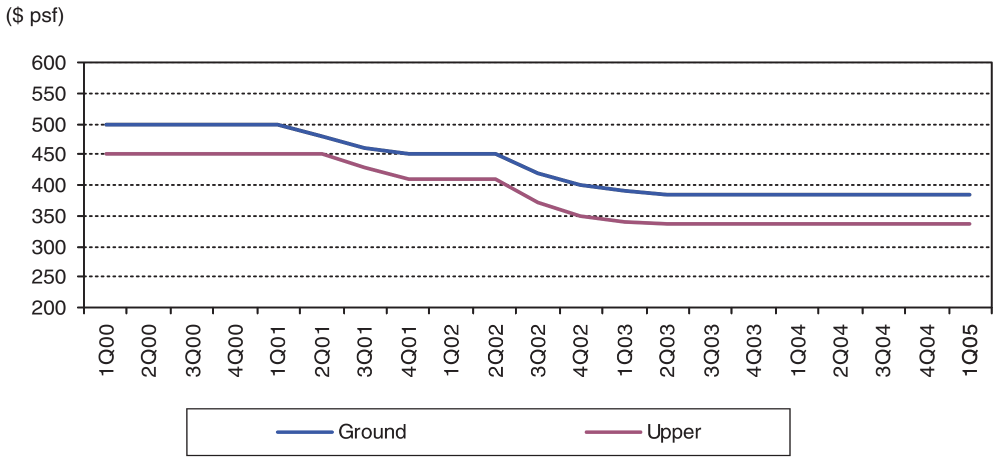
Rents of Prime Flatted Warehouse Space (Ground floor and Upper floors)



Source: CB Richard Ellis

At the end of the first quarter of 2005, the valuation-based average prime capital value for freehold flatted warehouse space islandwide stayed the same at US$233 (S$385) psf for the ground floor and US$203 (S$335) psf for the upper floors against the previous quarter. However, the URA property price index for flatted warehouse space edged up by 0.8% quarter-on-quarter.

Capital Values of Prime Freehold Flatted Warehouse Space (Ground floor and Upper floors)



Source: CB Richard Ellis

The 10-year historical average annual warehouse additional supply between 1995 and 2004 was 173,729 sq m (1.87 million sq ft). This compares favourably with the future supply that will come on stream in 2005 (161,000 sq m/1.73 million sq ft). In 2006, there will be 15,000 sq m (161,456 sq ft) of new space, which will increase to 47,000 sq m (505,903 sq ft) in 2007. Going forward, we expect rentals to hold firm for the warehouse market.

4.3 Investment Market for Logistics Properties

In the investment market, A-REIT (Ascendas Real Estate Investment Trust) and Mapletree have been the most active in Singapore. A-REIT bought 10 logistics and distribution facilities for a total value of US$364 million (S$601 million) between 2002 and the first quarter of 2005. Going forward, the industrial investment market is likely to be driven by the REIT players.

4.4 Potential for Logistics Real Estate Sector

As companies optimise their supply chains and expand their operations, they will look to Singapore to serve as a strategic regional headquarter and distribution centre.

In view of the growing logistics market in the Asia-Pacific region, existing logistics operators in Singapore will likely expand their operations and demand more logistics space. For example, DHL has expanded its facility from 5,574 sq m (60,000 sq ft) in 2000 to the current 19,510 sq m (210,000 sq ft) and there could be more expansion in view of the strong business growth. Vopak Terminals Singapore Pte Ltd is investing US$378.8 million (S$625 million) in a fourth storage terminal for oil and chemicals in Singapore.

There will also be new logistics operators who plan to establish their operation base in Singapore. Coupled with the government initiatives to promote Singapore as a premier integrated logistics centre in Asia by 2010 and the completed infrastructure projects for the logistics industry, such as the SALC and Banyan LogisPark, Singapore is poised to become a key regional logistics centre.

The resulting rise in the logistics business volume is likely to lead to an increase in demand for logistics space in Singapore. From the business cost point of view, Singapore has to maintain its cost competitiveness in order to continue to attract logistics operators to run their businesses here.

Warehouse rentals and capital values are therefore likely to see a moderate uptrend over the next two years, possibly in tandem with the inflation rate.

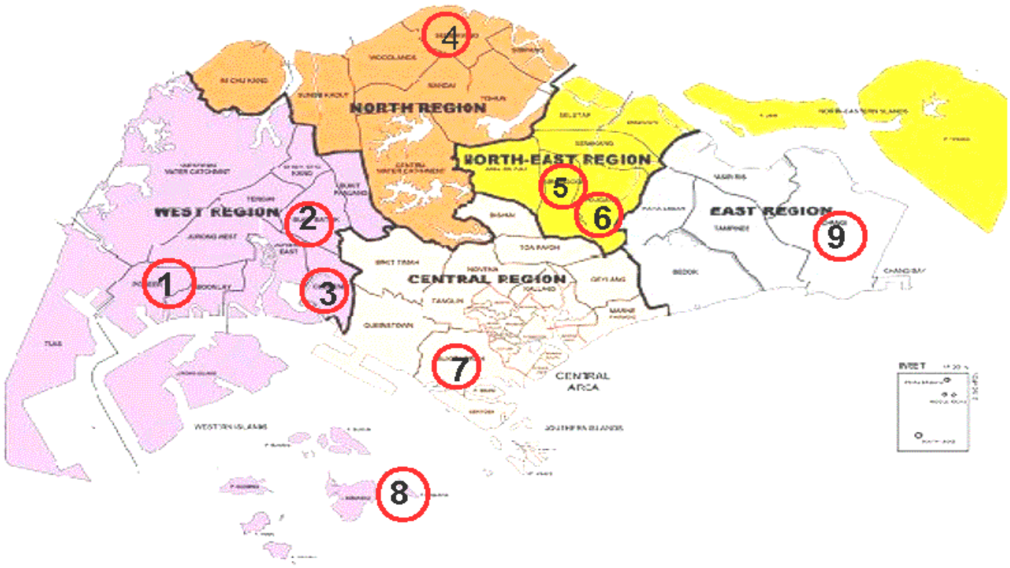
Forecast of Warehouse Rents & Capital Values		
	End-2005	***End-2006***
Expected Change (Year-on-year)	+0-1%	+1-2%

Source: CB Richard Ellis

5 Mapletree Logistics Trust Portfolio

5.1 Current Portfolio

The map below depicts the locations of MLT's portfolio. The portfolio is spread across Singapore and penetrates the key industrial zones of Singapore and maintains healthy portfolio occupancy of 95.2%, which is higher than the island-wide occupancy of 86.2% as at the end of the first quarter of 2005.



Legend:

1 – Tentat Districentre and 21/23 Benoi Sector

2 – 531 Bukit Batok Street 23

3 – TIC Tech Centre and LiFung Centre

4 – KLW Industrial Building

5 – Ban Teck Han Building

6 – 11 Tai Seng Link

7 – 201 Keppel Road

8 – Pulau Sebarok

9 – CIAS Flight Kitchen, 60 Alps Avenue, 61 Alps Avenue, 70 Alps Avenue and 6 Changi South Lane

Source: URA, MLT, CB Richard Ellis

MLT's property portfolio can be classified into six categories, which are:

1. FTZ[6] Third Party Logistics Properties
2. Non-FTZ Third Party Logistics Properties
3. Distribution Centre Properties
4. Food & Cold Storage Logistics Properties
5. Oil and Chemical Logistics Property
6. Industrial Warehousing Properties

Competitive Strengths of Mapletree Logistics Trust's Properties	
FTZ Third Party Logistics Properties	
Property	**Competitive Strengths**
70 Alps Avenue 60 Alps Avenue 61 Alps Avenue	• The three properties are all strategically located within the Airport Logistics Park of Singapore, a Free Trade Zone near the Changi Airport. • Logistics operators within the Centre can leverage on the advantages of the Free Trade Zone. • The three properties are fully occupied.
Non-FTZ Third Party Logistics Properties	
Property	**Competitive Strengths**
6 Changi South Lane	• Located within the Changi International LogisPark (South), which is close to the Changi Airport, Changi Business Park and Singapore Expo. • Easy accessibility by major expressways. • Equipped with automated storage and retrieval system (ASRS). • The property is fully occupied.
TIC Tech Centre	• Located within JTC's Pandan Industrial Estate, near the West Coast Highway. • The property has a high occupancy of 90.5%.
Lifung Centre	• Located in the Toh Guan LogisPark, with easy accessibility to the Pan Island Expressway and the Ayer Rajah Expressway. • The property is fully occupied.
Distribution Centre Properties	
Property	**Competitive Strengths**
21/23 Benoi Sector	• Located in the vicinity of the Jurong Port. • Easy access to the city via major expressways. • The property is fully occupied.
Ban Teck Han building	• Easy access to the Central Expressway. • The property is fully occupied.
Tentat Districentre	• Located in the Jurong Industrial Estate, just off the West Coast Highway and the Ayer Rajah Expressway. • The property is fully occupied.

6 Free Trade Zone

Competitive Strengths of Mapletree Logistics Trust's Properties	
Food and Cold Storage Logistics Properties	
Property	**Competitive Strengths**
CIAS Flight Kitchen	• Located within the Changi Airport. • A dedicated distribution centre for the preparation and supply of food to selected major international airlines. • Excellent building condition despite that the property is about 24 years old. • The property is fully occupied.
201 Keppel Road	• Located next to the seaports in the south of Singapore. • The property is fully occupied.
Oil and Chemical Logistics Properties	
Property	**Competitive Strengths**
Pulau Sebarok	• Fully dedicated to the chemical and oil logistics use. • Supply of such facility is extremely limited, thereby enhancing the island's position as a key oil and chemical logistics property. • The facility has a high occupancy of 93.3%.
Industrial Warehousing Properties	
Property	**Competitive Strengths**
531 Bukit Batok Street 23	• Located within the Bukit Batok Industrial Estate which is near the Pan Island Expressway. • The property is fully occupied.
KLW Industrial Building	• Convenient access to Woodlands and Johor (in Malaysia). • The property is fully occupied.
11 Tai Seng Link	• Located near the future Upper Paya Lebar MRT station. • The property is fully occupied.

5.2 Portfolio Analysis

The table below depicts the distribution of MLT's property portfolio pursuant to the different planning regions as defined by the URA. It can be seen that the occupancies of all the MLT's properties outperform that of each of the five planning regions. The high occupancies and long leases with the existing tenants ensure stable rental income. The growth potential lies on further acquisitions of logistics assets with high occupancies, both in Singapore and around the region.

Benchmarking of Property Portfolio of Mapletree Logistics Trust

Planning Region	Property	GFA (sq m)	Occupancy (%)	Planning Region's occupancy (%)
Central	201 Keppel Road	41,914.0	100%	79.4%
East Region	CIAS Flight Kitchen	18,198.5	100%	91.5%
	60 Alps Avenue	12,674.0	100%	
	61 Alps Avenue	12,388.0	100%	
	70 Alps Avenue	22,551.6	100%	
	6 Changi South Lane	14,523.9	100%	
North-East Region	11 Tai Seng Link	10,312.5	100%	80.7%
	Ban Teck Han Building	14,693.7	100%	
North Region	KLW Industrial Building	14,970.9	100%	83.1%
West Region	531 Bukit Batok Street 23	18,871.0	100%	89.0%
	Lifung Centre	23,628.6	100%	
	TIC Tech Centre	37,395.0	90.5%	
	21/23 Benoi Sector	22,519.0	100%	
	Tentat Districentre	13,397.0	100%	
	Pulau Sebarok	468,395.6 (land area)	93.3%	

Source: URA, CB Richard Ellis

5.3 Strengths of the Mapletree Logistics Trust Portfolio

- The weighted average occupancy of MLT's property portfolio is 95.2%, which is much higher than the Singapore islandwide warehouse occupancy of 86.2% as at the end of the first quarter of 2005. Moreover, as highlighted previously, the occupancy of the individual logistics property in the MLT's portfolio is also higher than the average occupancy for similar properties in the respective government planning regions that the properties are located in.

- Twelve out of the 15 properties of MLT's portfolio are single-tenanted for purpose-built functions, or leased to a master lessee. Most of the leases are reasonably long (nine years) as compared to market norm of 3 years for other sectors, which provides rental stability to the portfolio.

- MLT's portfolio comprises quality and stable tenants. The business nature of the tenants is quite widespread and therefore the risk associated with the overall tenant profile is reasonably diversified.

- Pulau Sebarok is an asset that is one of its kind. The island is dedicated to the oil logistics industry. The limited supply of such facilities in Singapore bodes well for Pulau Sebarok's positioning as a key oil logistics facility.

- MLT's properties are strategically located at close proximity to seaports, airports, industrial zones and offshore petrochemical area, ensuring healthy demand for MLT's properties.

6 Regional Logistics Market Overview

This section provides overviews of the regional logistics market, which covers

- China
- Hong Kong
- Malaysia
- India
- Vietnam
- Thailand
- Indonesia
- Philippines

In the following review, gross yields refer to income net of property outgoings and property tax (but before interest, tax, depreciation and amortisation) divided by the capital value of the property.

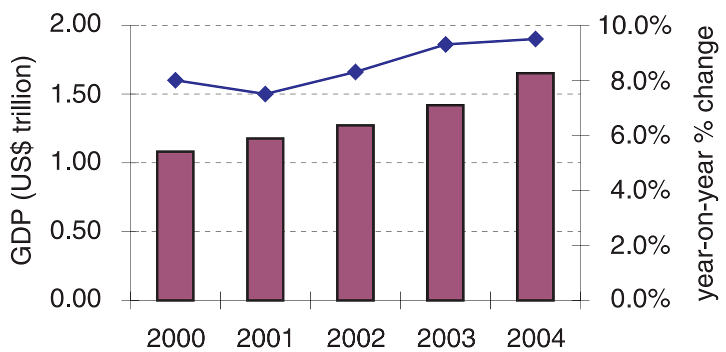
Most of the governments of these countries are actively pursuing projects to improve their infrastructure quality. In particular, the logistics market has been actively targeted by the governments of Hong Kong, Thailand and India as an important industry for future economic growth. With such infrastructure improvements, the level of intra-regional as well as international trade is likely to increase, as a large consumer market becomes more accessible.

6.1 China

6.1.1 Overview of the economy

China's economy has been experiencing rapid growth over the past twenty years and its GDP now accounts for 3.4% of the total world GDP. In 2004, GDP growth in China reached an eight-year high, at 9.5%, bringing total GDP to US$1.65 trillion (S$2.72 trillion) and prompting fears of an over-heating economy. Following the introduction of measures to slow down the pace of growth, the Chinese government is aiming for GDP growth of 8.5% in 2005.

GDP and GDP Growth



Source: National Bureau of Statistics

Both exports and imports have been growing rapidly over the past five years — more than doubling between 1999 and 2003 and the volume of exports and imports is highly correlated. This trend is expected to continue over the next few years, as China continues to develop. Imports will continue to grow strongly as the country will require increasing amounts of natural resources and raw inputs to fuel its growth. Similarly, exports will continue to grow, driven in large part by exports of manufactured goods (such as textile/garments, toys, home appliances and electronics, etc.)

As China's economy continues to open up since its entry to the WTO, the country is expected to keep attracting significant investment and to continue experiencing strong growth. China has a very strong domestic market and local incomes are continuing to rise and therefore its economic growth does not need to rely on export industries. Annual incomes have risen at a much faster rate for China's urban population than for its rural population.

China has become one of the world's main manufacturing centres, covering such sectors as textiles and apparel, footwear, toys, food processing, automobiles, consumer electronics and telecommunications. Production of iron and steel is also significant, as well as other construction-related goods such as cement. Other key industries include machine building, armaments, petroleum and chemical fertilizer industries. China is also the world's leading producer (and consumer) of coal, with production reaching 1.96 billion tonnes in 2004.

6.1.2 Logistics market overview

China's logistics industry is enjoying a period of spectacular growth helped by economic development and the increased acceptance of outsourcing of logistics-related activities by Chinese manufacturers and retailers. According to various reports, the Chinese logistics industry is expected to expand at a compound annual growth rate of 33% up to 2007. The outsourcing of logistics functions will support this as the practice gradually gains credibility and as more sophisticated logistics companies enter the market. ''Transport and storage'' accounted for over 10% of the value-added of the tertiary sector, which itself accounts for almost a quarter of China's GDP.

China's transport system remains largely inadequate, especially in rural and western areas of the country, although large sums are being spent on upgrading it. The backbone of the system remains the railways, which carry over one-third of cargo and passengers. Comparative studies carried out by the World Bank have found that logistics account for 20 to 30% of a product's price in China, compared to only 10% in the U.S.

The total size of the transport network by mode, along with the total amount of freight transported is detailed in the table below.

Transport Mode	Total Length (km)	Total Freight (million tonnes)
Railways	73,000 (18,100 km electrified)	2,212
Roads	1,809,800 (29,700 km expressways)	11,600
Inland Waterways	124,000	1,581
Civil Aviation Routes	1,749,500	2.19

Source: 2003 China Statistical Yearbook

China's port industry has also greatly developed, with significant progress in container handling capability as well as actual cargo flow. Many new wharves have been constructed, with more than 140 wharves handling external trade and some are able to accommodate the world's largest container ships of 8,000 TEU.

Top Ten China Container Ports in 2004

Port	('000 TEUs)	Annual Increase
Shanghai	14,557	29.0%
Szenzhen	13,615	28.2%
Qingdao	5,140	21.3%
Ningbo	4,006	44.5%
Tianjin	3,814	26.5%
Guangzhou	3,308	19.5%
Xiamen	2,672	23.2%
Dalian	2,211	32.4%
Zhongshan	922	22.1%
Fuzhou	708	18.6%

Source: China Ports

6.1.3 Government initiatives

Government measures influencing the logistics sector fall in three broad categories:

- The progressive removal of quotas, following China's accession to the WTO in 2002.
- Measures introduced over the past year to tighten control over the land market.
- Measures aimed at developing the country's transport infrastructure, especially in the central and western regions.

6.1.4 Key infrastructure nodes

Although China is the world's fourth largest country, most of the economic activity is concentrated along its eastern coastal regions. In general, central and western regions are predominantly rural and much less developed. Most of the economic activity is concentrated around three key areas:

- Bohai Sea — comprising Beijing, Tianjin and Dalian;
- Yangtze River Delta — comprising Shanghai, Ningbo, Suzhou, Nanjing, Hangzhou and Wuxi;
- Pearl River Delta — covering Shenzhen and Guangzhou.

Together, these three areas account for over 80% (US$695.24 billion) of all imports and exports in China.

There is some limited logistics related activity in other ports and cities, but these are the three main hubs of logistics activity in China. None of the major industry players have so far ventured inland, however certain areas may potentially "take-off" in the next few years such as:

- Qingdao, in Shandong Province
- Xiamen, in Fujian Province
- Wuhan, in Hubei Province, along the Yangtze
- Chengdu and Chongqing, in Sichuan Province.

6.1.5 Key players in the logistics market

- **Sinotrans** is the leading provider of transport and logistics services in China. The group's core services are freight forwarding (71% of 2004 revenue) and express services/shipping agency

(12%), with support services including storage/warehousing (3%), trucking, and maritime transportation (14%).

- **COSCO Group** was founded in 1961 and is one of the most recognised global brands in shipping and logistics. The group is headquartered in Beijing with offices worldwide and has a large network of companies and subsidiaries, and it provides services in freight forwarding, ship building, ship repairing, terminal operations, container manufacturing, trade, financing, real estate, and IT reaching 160 countries.
- **Exel** is a worldwide provider of integrated logistics services focusing on air and sea freight services. Exel established operations in China twenty years ago and its services include international air and sea transportation services, consolidation, international courier services, customs consultancy, customs documentation, and order fulfilment.
- **Kuehne & Nagel** is one of the world's leading logistics providers with over 600 offices in 96 countries. KN established operations in China in 1979 and its services include sea and air transportation, contract logistics, rail and road transportation and other special logistics services.
- **Expeditors** was founded in 1981, with its primary business focus being airfreight shipments from the Far East to the US. It has since developed into an integrated global logistics firm, while most of its revenues are split between airfreight shipments and sea shipments.
- **Panalpina** established China operations in Hong Kong, in 1976. Panalpina focuses on door-to-door forwarding, tailor-made logistics solutions, and supply-chain management.
- **DHL**'s Hong Kong office serves as its regional base for the Asia Pacific region, and delivery throughout Asia is primarily air based.
- **FedEx** is a global provider of transportation, e-commerce and supply chain management services. FedEx established an Asia business based out of Hawaii in 1987, and moved its headquarters to Hong Kong in 1992. FedEx services more than 220 cities and plans to expand to 100 more during the next five years. Fed Ex employs approximately 8,600 people in over 32 countries and regions throughout Asia Pacific.
- **BAX Global** entered the China market in 1994, establishing its first office in Beijing. BAX Global operates 12 wholly-owned and joint-venture offices throughout China and also has a significant presence in the Xiangyu Free Trade Zone in Xiamen, with its warehouses accounting for 60% of total import/export activity in the zone.
- **IDS Logistics** manages and coordinates the movement of goods and provide customized local and regional logistics solutions to its customers. In Asia, they have a comprehensive network of over 40 distribution centres and depots covering a gross floor area of approximately 3.77 million sq ft IDS Logistics has about 250 employees in China and operates about 538,000 sq ft of warehouse space, with distribution to over 250 cities throughout China.
- **Evergreen** has 240 service locations covering over 80 countries, and provides links from China to the US, Europe and the rest of Asia. Evergreen has added the port of Yantian in 2003 to its eastbound schedule, which doubled its schedule from the Pearl River Delta to Europe. Evergreen handled 300,000 more TEUs in 2003 than in 2002, and of this there was a 30% rise in Chinese operations.
- **Maersk Sealand** is a leading provider of containerised transport solutions with more than 325 offices all over the world. Over the past year, Maersk Sealand's cargo volumes increased, thanks in part to strong trade from Asia to Europe. Maersk has 32 offices in mainland China and has a history of serving the country for over 80 years.

6.1.6 Logistics property market performance

Demand and Supply

- Bohai Sea

Beijing's logistics properties are concentrated in industrial parks located in the city's suburbs, either near the airport or in the south-east, along the Beijing-Tianjin expressway. There were no new industrial completions in Beijing in the fourth quarter of 2004. The building of new facilities has been increasingly difficult as land supply in major industrial districts continues to tighten after many years of development activity. Except for a small number of land parcels repossessed by the management of industrial parks, essentially no vacant sites are currently available in any major industrial district in the capital. At present, a number of companies are waiting in line to acquire land, including ABB and Beijing Wisionox Technology Co., both of which have signed contracts with the BDA to acquire industrial sites once they become available.

ProLogis has recently signed an agreement for a freight base development with Beijing Airport Logistics Park Development Centre. ProLogis plans to develop over 1,000,000 sq ft of logistics and warehousing facilities with the Beijing Airport Logistics Park, comprising a total investment value of US$35 million. This would represent the largest logistics facility development project in the city.

Prices have remained relatively unchanged over the years because land prices are controlled by the state government, and do not fluctuate freely. Since rentals are based in part of the value of the land, the rental rates have remained relatively steady as well.

Vacancy rates in Beijing industrial zones have all been falling close to zero due the shortage of land and lack of new development. Some new development is expected in 2005, taking away some of the supply constraint.

Beijing Industrial Market 2004

Prime Land Value	US$6.17	(S$10.18)	psf (gross)
Prime Capital Value	US$37.86	(S$62.47)	psf (gross)
Prime Monthly Rental	US$0.41	(S$0.68)	psf per month (gross, exclusive)
Vacancy Level	4.2%		

Source: CB Richard Ellis

Average Rents in Beijing Industrial Parks

District	Industrial Park	Indicative Land Value (US$ psf)	Indicative Land Value (S$ psf)
Daxing	Beijing Economic & Technological Development Zone (Yizhuang)	5.60	9.24
Shunyi	Beijing Tianzhu Airport Industrial Zone	5.05	8.33

Source: CB Richard Ellis

Tianjin

There is little available market information for Tianjin, but indicative prices for rentals and land values in TEDA are as follows:

- Factory rent: — US$0.24 (S$0.39) psf per month
- Land sale price: — US$3.48 (S$5.74) psf
- Yangtze River Delta

The market for logistics facilities showed considerable strength in Shanghai in 2004 and the overall industrial market remained quite active during the fourth quarter. Numerous registered WFOEs (Wholly Foreign Owned Enterprises) capitalised on China's continued progressive implementation of market opening measures by expanding their operations, generating more demand for land in the fourth quarter. However, supply of industrial land continued to tighten, despite efforts by the municipal government to ensure adequate supply by lifting restrictions on land quotas.

Most users are leasing developments from the development zones. However, a few private Chinese developers have built properties prior to securing a commitment from a tenant, which compete with the development zone properties, as in the case of the Baowan International Logistics Centre, which achieved 100% occupancy last year. Baowan recently obtained the development rights to its phase two site after months of delay. The second phase development will provide large, high-volume warehouses in both standard and design-built formats.

Late 2005 should see a large amount of space made available to the market, which is anticipated to be absorbed pre-construction. Further compounding the problem of a tight supply for high-volume logistics warehousing space is the fact that ProLogis are also experiencing delays in the commencement of construction of several large facilities in the strategic Putuo location. It is anticipated that this latter group of warehouse facilities will become available in the third quarter of 2005.

Below is a list of average rental and price levels in Shanghai. On average, rental levels for modern warehouses tend to be in the US$0.27 to US$0.31 (S$0.45 to S$0.51) psf per month range, although there are wide differences, depending on both location and quality of premises. This is especially true for logistics properties, which would typically be in greater demand (and therefore more expensive) in Waigaoqiao than in Jinqiao, for instance.

Average Rental and Capital Levels in Shanghai

Development Zone	Grade	Purchasing Price (US$ psf)	Purchasing Price (S$ psf)	Leasing Rate (US$ psf per mth)	Leasing Rate (S$ psf per mth)
Waigaoqiao	National	33.44 – 41.81	55.18 – 68.99	0.31 – 0.39	0.51 – 0.64
Jinqiao	National	41.81	68.99	0.37 – 0.43	0.61 – 0.70
Minhang	National	n/a	n/a	0.28 – 0.31	0.46 – 0.51
Kangqiao	Municipal	21.37 – 25.08	35.26 – 41.38	0.23 – 0.31	0.38 – 0.51
Songjiang	Municipal	13.94	23.00	0.19	0.31
Xinzhuang	Municipal	23.23	38.33	0.17 – 0.20	0.28 – 0.33

Source: CB Richard Ellis

- Pearl River Delta

The Pearl River Delta, dominated by the cities of Shenzhen and Guangzhou, has become a major base for logistics providers, mainly due to its large manufacturing base. These export and import driven logistics providers are often avoiding Hong Kong's high costs, and serve both Hong Kong and local customers. Currently, most logistics facilities are located around the Chiwan, Shekou and Yantian deepwater ports. Because the land in this area is mostly semi-mountainous, most sites require grading and other preparations. Currently, Huangpu Economic and Technological Development Zone (ETDZ) is one of the best performing ETDZs in China due to the facilities and amenities it offers, and major tenants include P&G, Coca-Cola and Motorola.

Given the surge in China's economy over the past five years, there is continued demand for industrial space. However, any company that owns and leases, or constructs a real estate facility, should be a registered developer. This market is currently not open to WFOEs, which leaves only joint ventures (with a registered developer) as a possible route for investment. However, as China progresses through the process of deregulation as part of joining the WTO this is likely to change.

Below is a table of recent price and rent levels in the Shenzhen and Guangzhou. Prices can vary significantly, ranging from US$0.27 to US$0.50 (S$0.45 to S$0.83) psf. per month.

Average Rental and Capital levels in Guangzhou and Shenzhen

Property	Monthly Rent (US$ psf)	Monthly Rent (S$ psf)	Sale Price (US$ psf)	Sale Price (S$ psf)
Shenzhen				
Futian Bonded Area	0.28 – 0.51	0.46 – 0.83	26.94 – 44.90	44.45 – 74.09
Chegonggmiao Industrial Zone	0.25 – 0.45	0.41 – 0.74	29.18 – 42.65	48.15 – 70.37
Bagualing Industrial Zone	0.22 – 0.56	0.37 – 0.93	24.69 – 37.04	40.74 – 61.12
Liantang Industrial Zone	0.16 – 0.34	0.26 – 0.56	12.35 – 22.45	20.38 – 37.04
Industrial Property outside Special Zone	0.08 – 0.10 – 0.17	0.13 – 0.17 – 0.28	6.73 – 14.59	11.10 – 24.07
Guangzhou				
Guangzhou FTZ	0.28	0.46	n/a	n/a
Huadu/Baiyun	0.17 – 0.22	0.28 – 0.37	n/a	n/a
Guangzhou Development Zone	0.14 – 0.25	0.22 – 0.41	2.58 (land value)	4.26

Source: CB Richard Ellis

Information is limited for secondary cities, but the table below presents indicative prices for some of the major development zones in the secondary cities considered.

Indicative Costs for Secondary Cities

Zones	Factory Rent (US$ psf per mth)	Factory Rent (S$ psf per mth)	Land Sale Price* (US$ psf)	Land Sale Price* (S$ psf)
Dalian Development Zone	0.14 – 0.31	0.23 – 0.51	1.39 – 2.32	2.29 – 3.83
Dalian FTZ & EPZ	0.17 – 0.24**	0.28 – 0.40	3.72	6.14
Chengdu ETDZ	0.16	0.26	1.85	3.05
Chengdu Hi-tech Park	0.21	0.35	2.51	4.14
Chongqing ETDZ	0.11	0.18	2.51	4.14
Chongqing Hi-tech Park	0.09	0.15	4.41	7.28
Qingdao ETDZ	0.16	0.26	3.04	5.02
Qingdao FTZ	0.11	0.18	3.37	5.56
Wuhan East Lake Hi-tech Park	0.15 – 0.25	0.25 – 0.41	3.46	5.71
Wuhan ETDZ	0.15 – 1.44	0.25 – 2.38	1.67	2.76

Source: CB Richard Ellis

* 50 years of land use rights

**Warehouse unit

Gross Yields

Currently, there is very little available information on industrial property yields. This is partly because most developers are in fact state-owned and driven by future tax revenue rather than investment returns. For a foreign developer, gross yields could be assumed to be in the range of 8.0% to 12.0%. However, it is important to realise that significant leakages will occur and affect the net yield.

6.2 Hong Kong

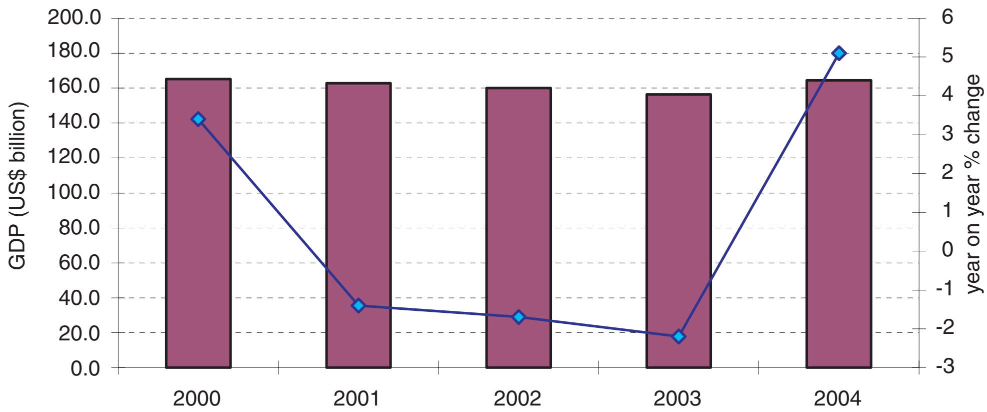
6.2.1 Overview of the economy

Hong Kong, a Special Administrative Region ("SAR") of the People's Republic of China, is a world-class financial, trading and business centre, enjoying a high degree of autonomy in its economic, legal and social systems.

The Hong Kong GDP and per capita GDP have been growing at average annual rates of approximately 5.0% and 3.5% over the past two decades in real terms since 1984. In 2004, the nominal GDP in Hong Kong reached approximately US$164.4 billion (S$271.2 billion), representing an annual growth rate of 5.1%, which was the second fastest growth rate seen since 1987. The nominal per capita GDP grew by 3.9% in 2004, reaching a level of US$23,880 (S$39,402) which was among the highest in the world.

On the strength of the pick-up in re-exports, imports grew by 16.9% in 2004 from the previous year to US$270.7 billion (S$446.6 billion). The principal suppliers for imports in 2004 were Mainland China (43.5%), Japan (12.1%), Taiwan (7.3%), USA (5.3%) and Singapore (5.3%).

GDP and GDP Growth



Source: Census and Statistics Department

Hong Kong's total exports increased by 11.7% in 2003 and a further 15.9% in 2004 reaching US$258.9 billion (S$427.1 billion) with a large amount of re-exports recorded from the growing intra-Asia trade of raw materials and value-added products. Growth in total exports in 2005 is expected to return to a more sustainable rate, as economic growth in the USA and China stabilises. Crude oil prices are likely to continue to be volatile in the short term and may have an impact on Hong Kong's exports.

Hong Kong's domestic exports in 2004 were US$16.2 billion (S$26.7 billion) and were dominated by articles of apparel and clothing accessories (50%), followed by electrical machinery, apparatus and appliances, and electrical parts thereof (10.4%). Hong Kong's major export markets are the USA and mainland China which each represent around 30% of total exports. Other important export markets are the United Kingdom, Germany and Taiwan.

6.2.2 Logistics market overview

For many years, Hong Kong has maintained its position as the busiest container port and international air cargo-handling centre in the world. The logistics market accounts for approximately 25% of Hong Kong's GDP. In 2004, the logistics sector contributed around US$40 billion (S$66 billion) to the GDP of Hong Kong; it has been identified as one of the seven key sectors that will ensure Hong Kong's future success. The growth of Hong Kong's airport, container port and external trades demonstrates the success of Hong Kong as a major trade and logistics hub.

The total value of all trade in goods in 2004 was US$529.5 billion (S$873.7 billion), an increase of 16.4% compared with 2003 and the trade outlook remains positive for 2005. The general weakness of the HK dollar, coupled with fairly modest cost pressures, should continue to bode well for external price competitiveness in Hong Kong. In addition, the implementation of CEPA II will accord Hong Kong products with an added competitive edge in the mainland China market.

The volume of freight handled has been increasing since 2000 and the figures for freight movement by transportation mode are detailed in the table below.

Total (Inward + Outward) Freight Movement (In ’000 tonnes)

Year	Seaborne	River	Road	Rail	Air	Total
2000	130,937	43,706	39,933	451	2,241	217,268
2001	130,676	47,534	36,918	370	2,074	217,572
2002	138,301	54,210	39,373	385	2,479	234,748
2003	148,618	58,994	39,452	330	2,642	250,036

Source: Census and Statistics Department

6.2.3 Government initiatives

To enhance Hong Kong’s position as a regional logistics centre, airline regulations have been progressively lifted and foreign airlines are allowed to add flights to Hong Kong at will. Regulations and costs have been eased and incentive programmes are in place to encourage freighters to use the midnight to 6 am quiet period and landing and parking fees have been lowered. Since 2000, the Airport Authority has had a policy of providing a 50% rebate on landing fees to airlines for the first year they operate to a new destination.

A Digital Trade and Transportation Network System (DTTN) is also being developed to provide a neutral and secure interface for logistics players in the supply chain to exchange information and data. The DTTN System will lower the cost of information flow, increase reliability and generally improve the logistics competitiveness of Hong Kong. With an open and scalable technical architecture, the system will also facilitate information flows across the border and with business partners. It is expected that Hong Kong’s role as the prime logistics information conduit can be strengthened after the launch of the DTTN in 2005.

All land in Hong Kong is held from the Government under leases for terms ranging from short-term agreements to leases of 999 years. Older leases are generally very simple and contain few obligations and restrictions. Newer leases usually incorporate more detailed restrictions, obligations and development conditions including environmental control. There is no restriction in Hong Kong upon ownership of land by any individual or corporation whether domestic or overseas unless there is a legal disability.

For many years, the Hong Kong government has adopted a laissez-faire non-intervention policy that is considered one of the most important factors in the development of Hong Kong’s economy. Under such mode of governance, the Hong Kong government rarely engages or intervenes directly in economic and business affairs and it has no control on foreign investment and the movement of foreign currencies and no distinction is made between local businesses and foreign investors on tax rates.

Property Tax is charged on the owners of land and/or buildings located in Hong Kong and it is computed at the standard rate on the net assessable value of the property. The standard Property Tax rate of Year 2004/05 is 16% and the assessable value is computed by reference to the actual rental income payable to the owner in respect of the right of use of the property. The net assessable value is the assessable value less an allowance of 20% for repairs and outgoings.

Rates are one of Hong Kong’s indirect taxes levied on properties. Rates are charged at a percentage of the rateable value which is the estimated annual rental value of a property at a designated valuation reference date, assuming that the property was then vacant and to let. For the current Financial Year 2005-2006, the rates percentage charge is 5% and the designated valuation reference date is 1 October 2004.

Privately owned land in Hong Kong is normally held from the Government by way of a ’land grant’ known as a Government lease under which a rent is payable. All land leases in the New Territories and New Kowloon north of Boundary Street expired on 27 June 1997 as well as all land leases in all parts of Hong Kong which have been granted since 27 May 1985 are liable for the Government rent. The Government rent is calculated at 3% of the ratable value of the property and is adjusted in step with any subsequent changes in the ratable value.

6.2.4 Key infrastructure nodes

Most of the key logistic properties in Hong Kong are strategically located at Kwai Chung Container Port, one of the busiest and most efficient container terminals in the world, in order to enjoy close proximity to waiting vessels. It is well-served by a comprehensive trunk road system that enables easy access to the Hong Kong International Airport at Chap Lap Kok, as well as other industrial areas of Hong Kong Island and Kowloon.

The Hong Kong International Airport at Chap Lap Kok, located at the north of Lantau Island, is another hub of logistics properties since it benefits air forwarders and shippers by shortening the time needed for both consolidated cargo delivery and empty pallet collection, thus increasing cost efficiency.

Airport Freight Forwarding Centre (AFFC) at the airport consists of three storeys of cargo warehouse totalling 1.3 million sq ft. Right on top are nine storeys of grade ''A'' office with a total floor area of 175,000 sq ft. There are also 500 car parking spaces. The six-hectare land area also includes loading platforms and truck parking bays.

Tradeport Logistics Centre completed in 2003, is a new air cargo infrastructure developed and operated by Tradeport Hong Kong Limited. The logistics centre is built on a 1.38-hectare land area in the South Commercial District of the airport. The building has three floors with a total gross floor area of 338,000 sq ft. The centre is able to provide a wide range of logistics and supply chain management services such as inventory/stock management, specialist cargo handling, order processing and assembly configuring.

Tsuen Wan was the first new town developed in Hong Kong. The industrial and commercial activities in Tsuen Wan grew rapidly in the early years. Although most of the industrial buildings have either been knocked down or adapted for other purposes in line with the industrial decline of Hong Kong, there are still a number of logistics properties in Tsuen Wan due to its close proximity to Kwai Chung via the Castle Peak Road and Tsing Kwai Highway as well as the fact that it is a gateway to the airport via the Tsing Ma Bridge.

Kwun Tong and Kowloon Bay are situated at the eastern part of the Kowloon Peninsula. The land use of Kwun Tong and Kowloon Bay was originally designated for industrial purposes in the early years. Recently, owing to transformation of industries and the relocation of production lines and plants to mainland China, vacant industrial buildings are being converted for commercial use. There are however, several warehouse buildings in the district like Kowloon Godown and Modern Warehouse.

There are four industrial areas for light industries in Sha Tin including Tai Wai, Fo Tan, Siu Lek Yuen and Shek Mun. Godown properties can also be found in Shatin due to its good transportation network. The road network in Sha Tin is well developed to provide efficient cross-town and local access traffic.

6.2.5 Key players in the logistics market

- **Maersk Sealand** is a division of the A. P. Moller Group headquartered in Copenhagen, Denmark. Maersk Logistics Hong Kong Ltd was established in the 1970's. Currently, its clients include dozens of Fortune 500 Companies around the globe, more than 350 well-trained and professional staff are employed to deliver a full spectrum of global supply chain solutions across industries, ranging from consolidation and shipping services (sea/air/inland) to international management of the supply chain.

- **Peninsular and Oriental Steam Navigation Company (P&O)** is a major international logistics and transport company founded in 1837. Its fastest growing business is the development of container ports around the world. P&O provides cold logistics services internationally and is the leading ferry operator in the UK.

- **OOCL** was founded in Hong Kong in 1947. The principal activities of the Group include those relating to international transportation and logistics, container terminal, property investment and development.

- **Baltrans** is one of the largest freight forwarding and logistics groups in Hong Kong. Services Baltrans provides customers with a range of freight forwarding, logistics, road transport and warehousing services.

- **Exel**'s freight management operations in Asia-Pacific, now account for almost 50% of its global air weight. The company provides airfreight services for various fashion labels and also handles their outbound shipment.
- **Panalpina China Ltd.** was founded in 1976 in Hong Kong, where its head office is located. The company focuses on serving the Hi-tech, automotive, fashion, oil and gas, chemical/ pharmaceuticals, engineering and construction and mining industries.
- **NYK Logistics (Hong Kong) Limited** was formed in 2004 by the unification of Orient Consolidation Service (Hong Kong) Limited and New Wave Logistics (Hong Kong) Limited. OCS (Hong Kong) covers 96 cities and ports in 52 countries globally with a comprehensive logistics network, specializing in buyer-consolidation services under a state-of-the-art information system. New Wave Logistics (Hong Kong) Ltd's operation includes two warehouses in Hong Kong, six offices in South China in addition to five warehouses & distribution centres in Shenzhen, Fuzhou, Chiwan and Yantian.
- **Cathay Pacific Airways** is an international airline based in Hong Kong, offering scheduled cargo and passenger services to over 80 destinations around the world. It continues to make substantial investments to develop Hong Kong's aviation industry and enhance its position as a regional transportation hub.
- **DHL Express (Hong Kong)** Limited established the Central Asia Hub at Hong Kong International Airport in March 2000. Occupying an area of 64,584 sq ft, the Hub serves as the focal point for the DHL Asian Network, designed for fast, secure Intra-Asian express service. Occupying a total operation area of 96,876 sq ft, the Kowloon Central Service Centre is the largest of its kind in Hong Kong. DHL has also built its Express Logistics Centre (ELC) to provide one-stop-shop logistics services. The ELC is conveniently situated at Tsuen Wan with an area over 68,890 sq ft.
- **FedEx Corporation** (FedEx) is a global provider of transportation, e-commerce and supply chain management services. With Asia headquarter in Hong Kong, its range of services includes worldwide express delivery, ground small-package delivery, less-than-truckload (LTL) freight delivery, global logistics, supply chain management and customs brokerage, as well as trade facilitation and electronic commerce solutions.
- **UPS** was founded in 1907 in the United States. It is a leading provider of specialised transportation, logistics, capital, and e-commerce services across more than 200 countries and territories.
- **Kerry Logistics Ltd.** maintains a dominant position in warehousing in Hong Kong. It operates 14 warehouses with a gross floor area of 6.6 million sq ft. The warehouses cater to the varied needs of its customers for storage of general cargo, dangerous goods and bonded goods as well as cold storage. Approximately 400,000 sq ft of warehouse space has also been dedicated to logistics operations.
- The **Li & Fung Group** is founded in Guangzhou, PRC in 1906. With a total staff force of over 12,000 worldwide, the group is now a multinational group of companies headquartered in Hong Kong. It is operating three distinct core businesses, namely, export trading, retailing and distribution, via three different subsidiary arms. IDS Logistics is a member of the Li & Fung Group. It manages and coordinates the movement of goods and provides local and regional logistics solutions. It has developed extensive logistics infrastructure in Hong Kong, including temperature controlled warehousing, import and export customs clearance, drayage to and from ports, labelling and contract packaging.

6.2.6 Logistics property market performance

Demand and Supply

Total stock of warehouses at the end of 2004 was 36.5 million sq ft (Source: Rating & Valuation Department). About 80% of the stock was in the New Territories, with a predominance in Kwai Chung, Tsuen Wan and Shatin, accounting for 66% of the total space. Supply of industrial/warehouse space has remained stagnant since 1997. Industrial land is gradually being converted into office and residential developments, which are more profitable. New supply is likely to be negligible in the near future except for the government's proposal to construct a logistics park on Lautau Island.

With a view to strengthening Hong Kong's function as a regional transportation and logistics hub, the government has identified a site close to the airport as well as the landing point of the Hong Kong-Zhuhai-Macau Bridge to develop a value-added logistics park. The Lantau Logistics Park (LLP) will provide a purpose built operating environment for logistics service providers. Crucially, it will serve as a focus for the development of value-added services, the demand for which is expected to grow substantially in the next decade. The park is expected to boost Hong Kong's capability in providing one stop integrated logistics services.

On the demand side, the strong global economic growth sparked a double-digit rise in re-export volume and air-cargo throughput. Together with the expansion of CEPA (Phase II) as of 1 January 2005, this acted to boost demand for warehouse space by logistics end-users throughout the year 2004 and in early 2005. Whilst pushing rental and capital values upwards, the supply-demand imbalance at the same time exerted downward pressure on vacancy rates. The overall vacancy rate for warehouse properties in Hong Kong for 2004 is only 3.5%.

Recent leasing transactions of warehouses indicate the rental levels ranged from US$0.38 (S$0.63) to US$0.96 (S$1.59) psf per month as seen in the table below, with the majority around US$0.50 (S$0.83) psf per month.

Location	Type	Rental (US$ psf per mth)	Rental (S$ psf per mth)
Kwai Chung	Warehouse	0.96	1.59
Shatin	Warehouse	0.42 – 0.45	0.70 – 0.74
Tsuen Wan	Warehouse	0.38 – 0.51	0.63 – 0.85

Source: CB Richard Ellis

Sales transactions for warehouses are rare in Hong Kong. Among the recent sales transactions of warehouses recorded below, the price levels ranged from US$82 (S$135) to US$100 (S$165) psf with the exception of the sales of eleven floors in Global Gateway which skewed the figures for Tsuen Wan.

Location	Type	Rental (US$ psf)	Rental (S$ psf)
Hung Hom	Warehouse	83.33 – 90.64	137.50 – 149.56
Shatin	Warehouse	100.26	165.42
Tsuen Wan	Warehouse/Industrial	82.05 – 165.77	135.38 – 273.52

Source: CB Richard Ellis

Gross Yields

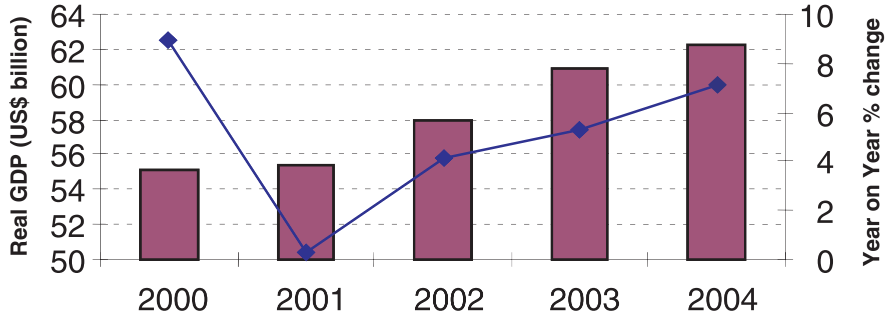
Based on recent transactions of logistics properties in Hong Kong, the yield level is currently in the range of 6.0% to 8.0%.

6.3 Malaysia

6.3.1 Overview of the economy

From a GDP growth rate of only 0.3% in 2001, the Malaysian economy recovered strongly to register growth rates of 4.1% and 5.3% in 2002 and 2003 respectively. The prospects for the Malaysian economy remained favourable with real GDP growing by 7.1% in 2004 and reaching a level of US$65.3 billion (S$107.7 billion).

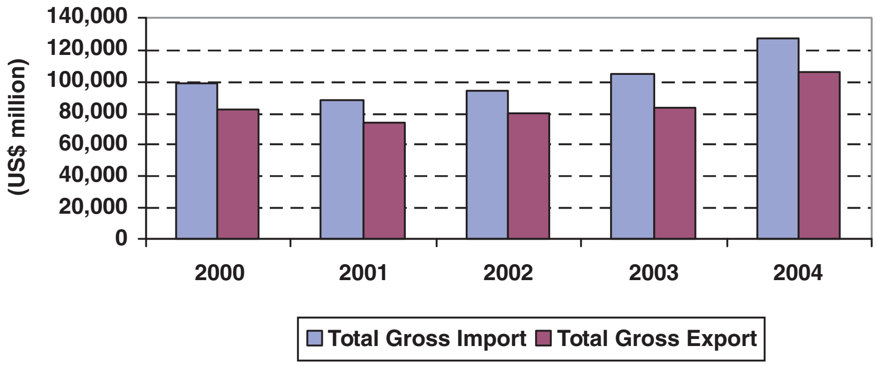
GDP and GDP Growth



Source: Bank Negara Malaysia

Malaysia's total gross imports increased by 21% in 2004 reaching US$126.5 billion (S$208.7 billion). Total exports experienced significant growth of 26% in 2004 and the total export figure in 2004, reaching US$105.2 billion (S$173.7 billion).

Total Gross Import and Export

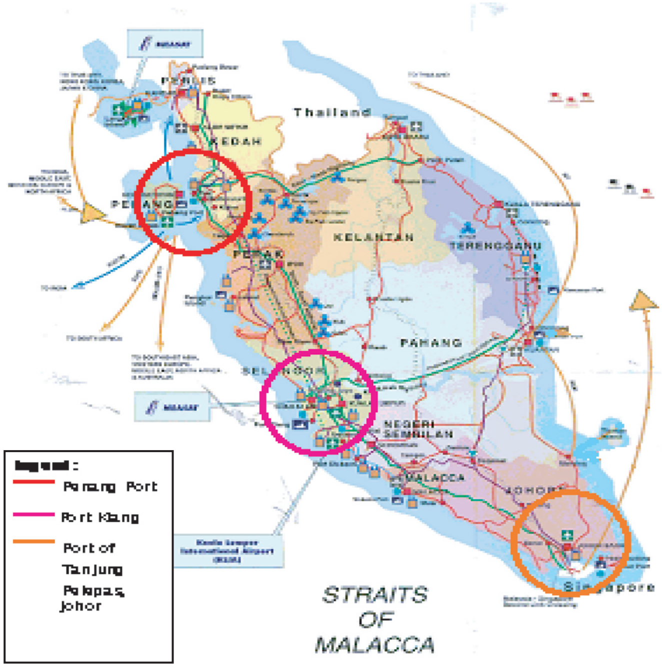


Source: Government agencies

6.3.2 Logistics market overview

According to the Ministry of Transport Malaysia, the contribution of the transportation and logistics sector to the GDP is about 4% annually. The logistics sector is expected to follow the strong growth in container volume going forward. Some reasons for the increasing growth in the logistics market include the increased investment in the manufacturing sector, increased exports advancement in technology, introduction of Regional Distribution Centres and increase in global trade

Malaysia is located at the crossroads of South-East Asia which makes it convenient as a transhipment centre. The main logistics centres in the Peninsular Malaysia are located in Selangor, Penang and Johor. Most of the logistics centres are located near the ports and airports. In Malaysia, the logistic centres are spread throughout the industrial estates depending on the space required by the logistic companies and the location of their clients. Free Industrial Zones (FIZs) logistics centres are located at KLIA; West Port, Port Klang; Port of Tanjung Pelepas (PTP), Johor and Bayan Lepas in Penang.



Source: Malaysian Industrial Development Authority

6.3.3 Government initiatives

Free Industrial Zones (FIZ)

FIZs are export-processing zones and are allowed duty free imports of raw materials, components, parts, machinery and equipment directly required in the manufacturing process. In areas where FIZs are not available, companies can set up Licensed Manufacturing Warehouses (LMWs) that have facilities similar to FIZs.

Incentive for Regional Distribution Centres (RDC)

To date, seven RDC regional distribution centres have been established in Malaysia and the logistics market is expected to increase as more RDCs are established. A RDC is a collection and consolidation centre for finished goods, components and spare parts produced by its own group of companies for its own brand to be distributed to dealers, importers or its subsidiaries or other unrelated companies within or outside the country. Activities include bulk breaking, repackaging and labelling. If an organisation meets the qualifying criteria for a RDC, the benefits to establishing operations in a RDC, include:

- Full tax exemption on statutory income for 10 years
- Dividends paid from the exempt income are exempted from tax in the hands of the shareholder
- Ability to enter into forward foreign exchange contracts with onshore licensed banks to hedge exchange risks
- Customs duty exemption for raw materials, components or finished products brought into free industrial zones, licensed manufacturing warehouses, free commercial zones and bonded warehouses for repackaging, cargo consolidation and integration before distribution to final customers
- 100% equity holding by the promoter and expatriate posts based on requirements

Free Trade Zone

Companies located in free industrial zones are permitted to import capital goods, raw materials and components for the purpose of manufacturing products for export, without payment of import duties, surtax, sales tax or excise duties. No retailing of goods may be transacted in a free industrial zone without prior approval of the authorities. To divert shipping to Malaysian ports, Port Klang has been gazetted as a free port.

6.3.4 Key infrastructure nodes

A) Selangor

The State of Selangor is the home to the largest port in the country, Port Klang, which is under rapid development. All major highways feed into the state of Selangor, as well as the inter-regional North South Expressway and the Keretapi Tanah Melayu Berhad (KTMB) railway. Selangor is also served by air transport provided at the KLIA.

Port Klang

The port encompasses an area of 806-ha comprising of North Port, West Port and South Port. The North Port handles break bulk cargo such as iron, steel, timber, plywood, machineries and livestock and has a handling capacity of around 4 million TEU's.

West Port, the 160-acre terminal can accommodate 3 million TEUs per year. Upon full completion in 2010, Westport is expected to handle a projected cargo throughput of 130 million metric tonnes and container throughput of 8.4 million TEUs. It currently has a total of 380,000 sq ft covered warehouse space and two major distribution parks totalling 1,524,600 sq ft and 435,327 sq ft respectively within the Free Commercial Zone area. As part of the master plan, the development of Port Klang will also see further expansion of port facilities south of it, between Tanjung Rhu and Batu Laut (30 km from Port Klang). The major thrust of these developments will be more industrial based operations.

Kuala Lumpur International Airport (KLIA)

The KLIA has an initial capacity of 650,000 metric tonnes of cargo per year. MASKargo operates an Advanced Cargo Centre (AC) at the KLIA within a Free Commercial Zone (FCZ). The Advance Cargo Centre consists of a 108-acre complex with 999,976 sq ft of processing area, where up to one million metric tonnes of cargo can be processed per year. Another 799,980 sq ft has been set aside for freight forwarders.

B) Penang

Penang's Bayan Lepas International Airport is about 20 km from the capital of Georgetown. International logistics companies located in Penang include Nippon Express, Maersk Logistics Malaysia, Exel Logistics, DHL Worldwide, Transocean and UPS as well as Malaysian-based logistics companies such as Sitt Tatt and Sri Mayanaemas Warehousing.

Penang Port

Penang Port is managed and operated by Penang Port Sdn. Bhd. (PPSB). It serves one of the busiest trade routes in the region and links Malaysia to more than 200 ports worldwide. Penang Port also serves as a sea-air modal choice for cargo transportation and it is located 30 minutes from Bayan Lepas International Airport. Containers are handled at the Butterworth Container Terminal (BWCT) and North Butterworth Container Terminal (NBCT).

C) Johor

Johor Bahru, the capital city is linked to Singapore via its causeway across the Straits of Johor. The Straits of Johor provides sea transport and externally, Johor is linked with other states via the KTMB and the North South Highway.

Port of Tanjung Pelepas

The Port of Tanjung Pelepas is the key port in the Johor region and offers over 404.7-ha of commercial and industrial free zone. International companies operating from the Port of Tanjung Pelepas include BMQ, Schenker Logistics and Maersk Logistics.

Senai International Airport

The Senai International Airport provides cargo handling facilities has an annual handling capacity of 80,000 metric tonnes. The new cargo complex worth US$3.4 million (S$5.6 million) became fully operational on August 2004.

6.3.5 Key players in the logistics market

- **Inland Container Hauling** in Malaysia is currently undertaken by five haulers — Kontena Nasional Bhd., Diperdana Corporation Bhd., Konsortium Perkapalan Bhd., MISC Haulage Services Sdn. Bhd. and Multimodal Freight Transportation Sdn. Bhd, Tiong Nam Transport Holdings Berhad

- **Schenker Logistics (Malaysia) Sdn Bhd**

- **Integrated Warehouse Sdn Bhd**.

- Other **local companies** providing international logistics services include

  Able Group Companies Sdn Bhd, Freight Masters Logistic Sdn, Sitt Tatt Logistics Sdn Bhd, Harrison Logistics Sdn Bhd, Century Logistics Sdn Bhd, Konsortium Logistics Sdn Bhd, NST Logistics Sdn Bhd, Diperdana Terminal Services Sdn Bhd, Diethelm Logistic Service Sdn Bhd, Trans Asia Shipping Corporation Sdn Bhd

- **International Logistic Players**

  Maersk Sealand, BAX Global Malaysia, Nippon Express Malaysia, Exel, DHL Worldwide Express, FedEx Corporation (FedEx), TNT

6.3.6 Logistics property market performance

Current warehouse rental levels in Selangor range from US$0.20 to US$0.40 (S$0.33 to S$0.66) psf per month. For container storage spaces, (rentals are measured in cubic feet) the rents vary between US$0.30 and US$0.50 (S$ 0.40 and S$0.80) per cubic feet per month. Rentals for general warehouses were in the range of US$0.30 to US$0.50 (S$0.40 to S$0.80) psf per month in Penang, and around US$0.30 to US$0.50 (S$0.40 to S$0.80) psf per month in Johor in 2004. Warehouse rental at Maskargo in KLIA is approximately US$0.20 (S$0.33) psf per month.

Rentals at selected logistic areas are as follows:-

Location Selangor	Rental Level US$ psf per mth	Rental Level S$ psf per mth	Occupancy
Port Klang	Warehouse: 0.20 Container Storage: 0.30-0.50/cubic ft.	Warehouse: 0.33 Container Storage: 0.40-0.80/cubic ft.	80%
Shah Alam Industrial	0.30	0.50	90%
Subang Jaya Hi-Tech Park	0.40	0.66	80%
Hicom Glenmarie	0.30	0.50	90%
Penang			
Penang Port (Butterworth)	0.50-1.30	0.90-2.00	90%
Phase 4, Prai Industrial Park	1.00	1.70	80-90%
Warehouse Complex (Batu Maung)	0.70	1.00	35%
Industrial Park	0.30-0.50	0.40-0.80	60-70%
Johor			
Industrial Park	0.30-0.50	0.40-0.80	70-80%
Kuala Lumpur International Airport			
Maskargo	0.20	0.33	100%
Penang International Airport			
Maskargo	0.90	1.50	99%

Source: WTW Research, December 2004 and Malaysian Industrial Development Authority

Recent Sale Transactions

Company	Address	Land Area (sf)	Price US$ psf	Price S$ psf
Nationwide Express Courier Services Bhd	No 11a Jalan Persiaran, Selangor	145,495	12.8	21.1
Tiong Nam Holding Sdn Bhd	Lot 35, Jalan Persiaran Sabak Bernam, Selangor	174,041	7.7	12.7
Tiong Nam Holding Sdn Bhd	Lot 34, Jalan Persiaran Sabak Bernam, Selangor	140,598	5.6	9.3
Tiong Nam Holding Sdn Bhd	No 79959 Lot PT No 14386 Mukim Damansara Daerah Petaling, Selangor	871,200	4.8	7.9
Century Logistics Holdings Berhad	Lot 1830 Jalan Kem, off Jalan Telok Gong, Pandamaran Industrial Estate, Port Klang, Selangor	625,415	5.5	9.0

Source: WTW Research, April 2005

Demand and Supply

Occupancy rates within Port Klang, Penang Port and Port of Tanjung Pelepas are observed to be about 80% to 100%. High occupancy rates were also recorded for industrial estates with good connectivity to transportation networks.

From 2000 to 2004, the transport and logistics sector contributed an annual average of 4.0% to the Malaysian GDP. Looking at Malaysian external trade, the export on a year on year comparison is following an upward trend, contributing favourably towards the growth in sea and air cargo. Increased investment in the manufacturing industry is expected to boost the logistics industry as manufacturers increasingly outsource their logistics in an effort to concentrate more on their core business. Expansion of logistics operators of late includes major players like FedEx and Tiong Nam Transport Holdings Berhad. Proposed expansion activities by other major logistics operators are also in the pipeline.

There is a prevalence of supply of industrial properties spread over the many industrial parks across the three states. The trend seen of late is that of custom-built facilities to house the warehousing needs of these logistics operators, for example TNT's facility in Shah Alam.

Currently, there is demand for quality industrial properties particularly warehouses (average built-up-area ranging from 30,000 — 80,000 sq ft) and even larger spaces of up to 200,000 sq ft to meet their specific requirements. However, quality properties that meet the exacting standards of a logistics operator are of a limited supply. The option to lease is preferred as there is less capital outlay.

Gross Yields

The industrial property market has shown lower levels of activity compared to the other property market sub-sectors in the past few years. Yields have been relatively stable in Selangor, Penang and Johor at 7.0%-9.0%. Custom-built warehouses or large industrial space would generally generate higher yields.

6.4 India

6.4.1 Overview of the economy

The Indian economy registered growth of 8.5% in 2003-04, which was one of the highest annual growth rates since 1988-89. Growth was buoyed by a rebound in the agriculture and allied sector, and a strong showing by the industry and services sector and GDP is expected to grow by about 6.9% in 2004-05 despite escalating oil prices.

GDP and GDP Growth

Source: Central Statistical Organisation — Government of India

Current trends indicate a positive outlook for industrial growth due to improved capacity utilisation, improved industrial climate, expanding external and domestic demand and ease in availability of credit. India is ranked 31st among top exporters and 24th among top importers in world merchandise trade by the WTO and in 2003-04, India exported goods and services worth US$63 billion (S$104 billion) while importing US$77 billion (S$127 billion) worth of commodities.

6.4.2 Logistics market overview

The logistics market in India is estimated to be worth approximately US$62 billion (S$102.3 billion), which is 13% of GDP. Road transport and railways carry the majority of intra India movements. Foreign freight is carried mainly through maritime routes and high value low volume cargo is typically carried through air (cargo). However, the poor condition of India's infrastructure is a major hindrance to growth and it is only recently that the government has focused on investing in infrastructure projects especially roads and ports.

6.4.3 Government Initiatives

To give the country a roadmap to foreign trade, the Indian Government adopted a New Foreign Trade Policy in September 2004 which was built around the two major objectives of doubling India's share of global merchandise trade in the next five years and stimulating employment to help economic growth.

To stimulate the economy and assist foreign trade related logistics, the Government of India has introduced the Free Trade and Warehousing (FTWZ) Policy (Section 7A), pertaining to the development of FTWZs, as a part of the Foreign Trade Policy (FTP) 2004–2009. The Ministry of Commerce has stated that the objective of the FTWZ policy is to create trade-related infrastructure to facilitate the import and export of goods and services with freedom to carry out trade transactions in free currency and the scheme envisages creating a world-class infrastructure for warehousing of various products, state-of-the-art equipment, transportation and handling facilities, commercial office-space, water, power, communications and connectivity, with one-stop clearance of import and export formality, to support the integrated Zones as "international trading hubs."

These initiatives on the part of the Government will not only boost the external sector of the economy, but will greatly assist the logistics industry in India.

Restriction on Property Ownership

General information only is provided, on various regulatory issues relating to logistics operators and owners, and it does not purport to be expert advice on this topic.

In case of Free Trade and Warehousing Zones, Foreign Direct Investment would be permitted up to 100% in the development and establishment of the zones and their infrastructural facilities.

6.4.4 Key players in the logistics market

- Sea Cargo: Great Eastern Shipping, The Shipping Corporation of India is and Essar Shipping.
- Air Cargo: Indian Airlines Cargo and Air-India's cargo
- Public sector warehouse operators: Central Warehousing Corporation (CWC) and State Warehousing Corporations (SWC) has 17 public sector warehouses operating in the country.
- Continental Warehousing Corporation Limited (CWCL)
- GATI has storage locations at around 200 destinations, handling warehousing space of approximately 600,000 sq ft.
- Indo Arya provides around 1.1 million sq ft of warehousing space and concentrates on the National Capital Region.
- SembCorp Logistics (India) Pvt Ltd manages more than 1 million sq ft of warehouse space.

Company Name	Number of Locations Covered	App. Warehouse area (in million sf)
CWCL	45	2.3
SembCorp Logistics	21	1.0
Indo Arya	29	1.1
GATI	200	0.6

Source: CB Richard Ellis

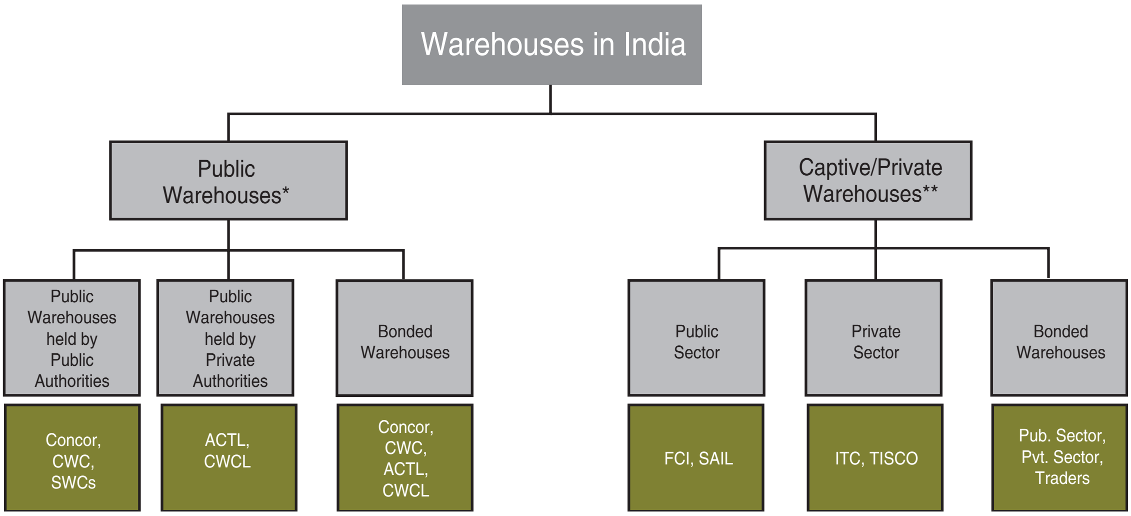
6.4.5 Logistics property market performance

Warehousing in India

There is significant warehousing space available in the country, both at the organised and unorganised level (ad hoc local warehousing). However, due to rapid increases in trade volume growth witnessed in the past decade, there is a perceptible mismatch between demand and supply of warehousing space in India. Additionally, the share of organised warehousing as compared to total warehousing space is negligible, which is perceived to be a significant drawback for the growing number of professionally managed trading corporations/manufacturing units.

While there is scope for improvement of warehousing infrastructure in India, such as the future development of FTWZs, positive steps have already been undertaken through the development of Inland Container Depots (ICDs), Container Freight Stations (CFSs), Custom Bonded warehouses (CBW) and "Private" warehouses.

The format of warehouses available in India has been highlighted through the diagram below:



* Public Warehouses refers to warehouses which provide common user facility wherein goods imported by anybody may be stored

** Private Warehouses refers to warehouses which are for captive utilization

Source: Concor, CWC, ACTL, CWCL, Central Board of Excise & Customs website, Misc. Internet Research

CONCOR: Container Corporation of India
CWC: Central Warehousing Corporation
SWC: State Warehousing Corporations
ACTL: Associated Container Terminal Ltd.
CWCL: Continental Warehousing Corporation Ltd.
FCI: Food Corporation of India
SAIL: Steel Authority of India Ltd.
ITC: India Tobacco Company

Kolkata

Kolkata, the capital of the eastern Indian State of West Bengal and it is the only major metropolitan city in Eastern / North Eastern India. The port at Kolkata is the oldest major port in the country and is India's only riverine port with two dock systems — Kolkata Dock System at Kolkata with the oil wharves at Baj Baj and a deepwater dock system at Haldia Dock Complex, Haldia for sea borne trade. As the Kolkata port is a riverine port, it is not on the international maritime container trunk route, however it is the closest sea port to East and North East India and is also in close proximity to Bangladesh and the western coast of Myanmar (for coastal feeder vessel movement). The main driving force for the growth of Kolkata as a logistics hub is likely to be generated from the agricultural / processed food sector (food grains, marine products, plantation crops e.g. tea, coffee and spices) and the manufacturing sector (leather, textiles, jute products, chemicals, paints, and accessories, and electronic equipments).

Chennai

Chennai is the capital of Tamil Nadu, and it is the premier metropolis of South India situated on the Bay of Bengal. Chennai has two ports — Chennai, and Ennore (21 kms north of the former). Both the ports cater primarily to the hinterland comprising of the states of Andhra Pradesh, Tamil Nadu, parts of Karnataka, and Kerala. Ennore Port will cater in the future to bulk cargo such as coal and iron ore and Chennai will concentrate on mainly containerised cargo. P&O however operates a container terminal at the Chennai Port, and another container terminal is also planned. In future therefore, the chances of mother vessels calling on the port could increase, bringing it in close connection to the international trunk route.

Tamil Nadu is gradually becoming one of the most industrialized states of India. The thrust areas are agro products including processed food (e.g., mango pulp, ready made food items, marine products, coffee, tea, sugar etc), and manufacturing including textiles, leather goods, machine parts, auto parts and ancillaries, tyres etc.). Tamil Nadu manufactures 10% of all auto ancillary products in India, and also is host to two major clusters of textiles — Coimbatore, and Tiruppur. The adjacent union territory of Pondicherry is the hardware hub of India. Increased industrial activity in these locations would result in the use of Chennai port for the import of raw materials and export of the finished products.

Vizag

Vizag is located in Andhra Pradesh on the south–east coast of India on the Bay of Bengal. The Vizag port is a deep-water port located on the Bay of Bengal. It has two facilities — Vizag Inner Harbour, catering to the container traffic and break bulk cargo, and Vizag Outer Harbour catering to bulk handling (e.g. iron ore). The port has a vast hinterland comprising of almost the whole of central and south-eastern India as well as parts of southern India (Madhya Pradesh, Chattisgarh, Orissa, Andhra Pradesh) and is well located as a transhipment point for goods to Bangladesh. Vizag is one of the main ports for mineral and coal trade from India. The main growth areas are agro products including processed food/marine products (e.g., sugar, ready made food items, aquatic items,), and manufacturing including textiles, yarns, chemicals, paints & dyes, machine parts, iron and steel products).

Mumbai

Mumbai, capital of the western Indian State of Maharashtra, is the commercial capital of India, and is situated on the Arabian Sea. Mumbai has two ports — Mumbai, and Jawaharlal Nehru Port (JNPT). Both the ports cater primarily to the hinterland comprising of the states of Maharashtra, Gujarat, Madhya Pradesh, parts of Karnataka, and Rajasthan. JNPT is the principal container port of India, while Mumbai port primarily handles bulk cargo. Although not on the maritime trunk route, Mumbai still attracts a large number of mother vessels as India offers a vast market for a variety of products. Most of the container traffic originating in North India (including those from ICDs) uses JNPT as the origin/destination for loading and unloading into/from ships. Thus, by virtue of volume to and from India, Mumbai has become a part of the international trade route. Direct sailing times from Mumbai to Middle East and Europe are approximately 4 to 5 days, and 14 to 18 days respectively. Maharashtra is already the most industrialised state in India. The current growth areas are agro products including processed food (e.g., sugar, ready made food items and cotton), and manufacturing including textiles, yarns, chemicals, paints & dyes, machine parts, iron and steel products, gems and jewellery, auto parts and ancillaries. Industrial activities and good connectivity coupled with already specialised container handling facilities makes Mumbai a suitable location for a logistics hub.

Recent rental levels of prominent warehouse facilities in the west coast city of Mumbai include Adarsh Industrial Estate and the Rangoli Complex have averaged between US$0.58 and US$0.70 psf per month (S$0.96 to S$1.15) psf per month. Prominent occupiers include Fed Ex, TNT, Blue Dart, Eastern Cargo Carrier, Geologistics and Park Express and the average amount of space occupied is approximately 5,000 sq ft, with larger companies taking up to between 20,000 and 30,000 sq ft.

Navi Mumbai is the location of the Jawaharlal Nehru Port, the largest port in India and the main users of this space are freight forwarders and manufacturers. Prominent occupiers of these facilities include Cargo Forwarding Agents and Central Warehousing Corporation. Average rental levels tend to range from US$0.35 to US$0.58 psf per month (S$0.58 to S$0.96 psf per month).

NOIDA/Greater NOIDA

Being a manufacturing hub in the National Capital Region (NCR), NOIDA/Greater NOIDA already has a significant quantum of warehousing space offered by both public organisations and private players. From the public sector, the Central Warehousing Corporation and CONCOR, provide warehousing space to users. In the private sector, companies such as Gati, Indo-Arya, Indo-Express, and SembCorp provide significant quantum of warehousing space. In addition to the organised warehousing available at NOIDA, there are also plenty of low cost/low quality space options available through the unorganised sector in the region. The warehousing space provided by the organised sector ranges from US$0.11 to US$0.22 (S$0.18 to S$0.37) psf per month for standard warehouse space.

Land Rates at NOIDA

The NOIDA / Greater NOIDA Authority lease out land for a period of 99 years to applicants. Different rates apply to different land uses, and the authorities periodically review their lease rates.

Development Aspects of Noida and Greater Noida			
Land Use Type	**Details**	**Rates US$ psf**	**Rates S$ psf**
Industrial including R & D centres	For automotive parts, electronics, garments, & consumer goods industries	1.30-2.00	2.15-3.30
Smaller plots in General Industrial Areas	Various	2.23-2.89	3.68-4.77
IT and Biotech Parks	IT and Biotech Parks	1.51-1.67	2.49-2.76
Commercial Space	Various commercial establishments	10.84-14.09	17.89-23.25

Source: Noida and Greater Noida Development Authorities

Kandla

Recently, the Kandla Port authority has invited bids for the expansion of storage space near the port for around 3.2 million sf of space. In recent times the Kandla Port located in the north west of India in the state of Gujurat has leased space for warehousing purpose and the plot sizes were 80,730 sq ft and 161,460 sq ft. Land charges were US$1.26 (S$2.08) psf to be paid upfront with a token rent of US$0.02 (S$0.04) per plot with the land lease period of 30 years. The Kandla Port is also planning to lease additional land, estimated at between 2.7 million sq ft and 3.2 million sq ft, in August 2005.

Demand and Supply

The trend of 3PL and 4PL companies expanding into India will hasten in the near future as trade volumes in India rise rapidly. The increased manufacturing and business process outsourcing in the country will drive demand for industrial facilities. Rapid increases in business activity in India have already led to 3PL service providers like GATI, Indo — Arya, and SembCorp doubling their existing storage facilities in the next 3 to 4 years. In addition, multinational logistics companies like TNT and DHL are planning to enter the domestic Indian market in the near future.

Gross Yields

The yields for industrial properties in India range from 10.0% — 12.0%. However, given the lack of sufficient transactional data in the logistics market and the sheer size of the country, the yields can vary from city to city.

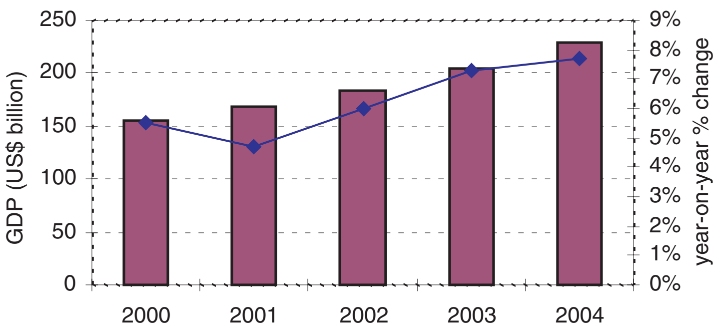
6.5 Vietnam

6.5.1 Overview of the economy

In 2004, Vietnam's GDP was US$228.7 billion (S$377.3 billion), a growth of 7.7% over 2003 and the highest level in the previous 4 years, GDP per capita has grown considerably from US$1,770 (S$2,921) in 1998 to US$2,790 (S$4,604) in 2004.

Export turnover grew to US$26.0 billion (S$42.9 billion) in 2004, which represented about a 30% increase from 2003. The increase in exports is mainly due to the rise in commodities, such as garment, footwear, electronics, plastic products, bike and bike parts, handicrafts, wood products and coal. Import turnover of Vietnam in 2004 was US$31.6 billion (S$52.0 billion), which was an increase of 25% over 2003.

GDP and GDP Growth



Source: CIA World Factbook

6.5.2 Logistics market overview

The transport, storage and communication sector contributed US$1.4 billion (S$2.4 billion) to the GDP in 2003, which was 7% above the 2002 GDP. Although the logistics related sector showed an increase in monetary terms, its contribution did not exceed the other sectors in the overall GDP. The transport, storage and communication sector's proportion of GDP was 3.73% in 2003, which was lower than 3.94% in 2002 and 4.04% in 2001.

	Volume of freight by type of transport in 2003 (Thousand Metric tonnes)	%
Inland Waterway	53,188.2	20.82%
Marine transport	21,807.6	8.54%
Road	172,094.5	67.37%
Railway	8,284.8	3.24%
Air	71.8	0.03%
Total	**255,446.9**	

Source: General Statistics Office of Vietnam

6.5.3 Government initiatives

The logistics industry in Vietnam has the support of the government and there are incentives in terms of corporate tax, import-export tax and land rent. There are also Benefits for Foreign Investors in an Industrial Park (IP) or Export Processing Zone (EPZ).

6.5.4 Key infrastructure nodes

Vietnam can be categorised into three regions, South, Central and North. There are 64 provinces and cities. Ho Chi Minh City in the South, formerly Saigon, is the country's commercial centre and largest city. Hanoi in the North is the capital city. Other major cities include Da Nang, Vung Tau and Haiphong. The performance of these key infrastructure nodes are compared in the table below and it indicates that Binh Duong and Hanoi had the greatest export growth rate in 2004, while Bing Duong and Dong Nai, as two fast growthing provinces, had over US$2.4 billion (S$4.0 billion) FDI in 2003.

	Export Turnover (2004)		Import Value (2004)		Export Growth Rate	FDIs (2003)	
	(US$ billion)	(S$ billion)	(US$ billion)	(S$ billion)		(US$ billion)	(S$ billion)
Hanoi	2.164	3.571	8.118	13.395	26.2%	1.009	1.665
HCMC	9.816	16.196	5.644	9.313	12.8%	2.447	4.038
Da Nang	—	—	—	—	10.0%	0.625	1.031
Haiphong	—	—	—	—	2.4%	1.303	2.150
Binh Duong	1.465	2.417	1.361	2.246	39.8%	2.426	4.003
Dong Nai	2.400	3.960	—	—	—	2.802	4.623

6.5.5 Key players in the logistics market

- **Maersk Logistics** has been operating in Vietnam since 1995. Today, Maersk Logistics Vietnam is headquartered in HCMC with branch office in Hanoi and agents in Qui Nhon and Da Nang.

- **OOCL (Vietnam) Co. Ltd. (OVCL)** is a joint venture company between OOCL and General Transport Services Co., Ltd (GTS) which, similar to the previous agent Gemartrans (Vietnam) Ltd (GMTL), is also a subsidiary of Vietnam National Lines.

- **DHL Vietnam** now has a 400-strong staff compared with 68 in 1988. DHL Vietnam has focused on the garment-textile-fashion apparel industry, the largest segment for many freight-forwarders in Vietnam.

- **FedEx** has three offices in HCMC, three offices in Hanoi and eight branches in major provinces across Vietnam and has a business alliance with Viet Nam Post. Recent service upgrades by FedEx included a doubling of aircraft capacity to six metric tonnes daily and the opening of a small station in Hanoi.

- **TNT** first came to Vietnam in 1990 through an agency agreement with Vietrans. TNT Express Worldwide and Vietrans together offer express delivery of documents/parcels, domestic service, airfreight, warehousing and logistics.

6.5.6 Logistics property market performance

Demand and Supply

At present, demand for real estate in industrial parks is mainly driven by Foreign Direct Investment. Although some Vietnamese firms have been exporting under their own brand names, most domestic producers are too small to be regarded as engines of industrial growth. Thus, the rising demand is fuelled by the continuous influx of multinationals into the country. These companies set up manufacturing bases to capitalise on the growing opportunities arising from Vietnam's rapid economic development.

The general supply of Industrial Parks (IPs) in Vietnam is sufficient. In Ho Chi Minh City (HCMC), the supply of land in Export Processing Zones (EPZs) and IPs is tight and land is only available when new projects become defunct or when companies opt to sell their industrial facilities. The HCMC government authorities are planning to build industrial parks in the outlying district of Cu Chi as part of a 15-year plan to boost the city's economy. To meet the demand for the short-term, the government is trying to expedite negotiations with landowners in order to acquire more land for expanding the boundaries of some of the industrial zones. The fact that much site clearance involves resettlement is becoming a major obstacle to the expansion. As a result of the lack of available space, EPZs and IPs in HCMC tend to spill over into industrial zones located within nearby provinces such as Binh Duong, Dong Nai, Long An and Tay Ninh.

District	Industrial/ Logistics Park	Area (sf)	Indicative Land Rental (Q42004) (US$ psf)	(S$ psf)
District 7	Tan Thuan	32,300	10.0	16.50
Nha Be District	Hiep Phuoc	35,700	3.7	6.11
Binh Tan District	Tan Tao	19,600	5.1-.5	8.42-10.73
Tan Binh District	Tan Binh	19,300	4.9	8.09
Binh Chanh District	Vinh Loc	22,300	4.2-6.5	6.93-10.73
District 12	Tan Thoi Hiep	23,100	3.2	5.28
Binh Chanh District	Le Ming Xuan	10,800	3.4	5.61
Thu Duc District	Tam Binh	6,800	3.7	6.11
District 2	Cat Lai	12,200	3.7-4.6	6.11-7.59

Source: CB Richard Ellis

The table above shows recent indicative land rentals in HCMC in late 2004. Increasing land rentals have been seen in the last 12 months due to the limited IP land available and for a term of 50 years it is about US$7.40-US$9.30 psf (S$12.30-S$15.30 psf). In Dong Nai, recent rental levels were around US$ 3.90-4.60 psf (S$6.40-7.70 psf) recently. In Binh Dung, the rental is higher at around US$6.50 psf (S$10.70 psf). Rental in Ba Ria-Vung Tau, Da Nang and Ha Noi are US$3.70-4.60 psf (S$6.10-7.70 psf), US$2.30-2.60 psf (S$3.80-4.30 psf) and US$7.00-7.40 psf (S$11.50-12.30 psf) respectively. The land rental for IPs deviates from zone to zone.

Gross Yields

Due to a lack of transactions, the information on yield level of logistics properties in Vietnam is indicative and estimated at 10.0%-13.0%, based on expectations from potential buyers.

6.6 Thailand

6.6.1 Overview of the economy

In 2004, GDP growth was 6.1% year-on-year bringing total GDP to US$163.2 billion (S$269.3 billion). This decrease in the growth rate versus the GDP growth of 6.9% in 2003 was due to increasing oil prices, drought, the bird flu outbreak and the ongoing unrest in the southern provinces. Increasing oil prices resulted in imports increasing at a faster rate than exports, with the trade surplus being reduced to US$1.7 billion (S$2.8 billion). The GDP forecast for 2005 is between 5.5% and 6.5%. Inflation rates are forecast at between 2.9% and 3.2%.

GDP and GDP Growth

Source: National Economic and Social Development Board

The key industries driving the economy are the manufacturing, wholesale and retail trade, agriculture and the transport, storage and communications industries. Unemployment was recorded at 2.2% in

2004 which is the lowest rate since 2000 and the export of goods and services as a percentage of GDP was 70.2% in 2004.

Exports grew to US$100.6 billion (S$165.9 billion) in 2004 and imports grew to US$97.5 billion (S$160.8 billion). In 2004, the top 5 ranking export products were computers and hardware items, motor vehicles, microelectronics, para rubber and radios, televisions and parts and they represented 27% of the total export value. Thailand is the only net food exporter in Asia and is the world's top rice exporter.

6.6.2 Logistics market overview

The logistics market has been growing steadily in Thailand with an average annual growth rate of 3% from 2000 to 2003 in the freight forwarding business (by value). In comparison to Singapore and Hong Kong, the logistics industry is less developed. No official logistics costs have been published for the country.

However, the National Economic and Social Development Board (NESDB) estimates that Thailand's logistics costs are about 25%-30% of the GDP.

Freight Volume in Thailand by mode of transportation in 1998-2003 (Thousand Metric tonnes)

	1998	1999	2000	2001	2002	2003	Average growth rate (1998-2003)
Road	384,421	392,244	397,976	400,241	434,918	440,018	3%
Train	8,364	9,264	9,171	8,776	8,893	10,521	5%
Inland Water	20,127	17,910	25,235	17,833	25,043	25,839	9%
Coastal	23,324	21,970	23,347	19,657	24,795	22,941	1%
Air	46	56	57	66	56	54	4%
Total	436,282	441,444	455,786	446,573	493,705	499,373	3%

Source: Ministry of Transportation

6.6.3 Government initiatives

The extent of the benefits granted to a company operating in an Export Processing Zone (EPZ) or General Industrial Zone (GIZ) depends upon the area of the country it is located in. Thailand's Board of Investment (BOI) has created three Investment Promotion Zones in the country with projects in each zone receiving additional incentives, tax and duty reductions as well as allowances for infrastructure investments. The following presents the zones definitions of the Board of Investment (BOI) under the guidelines stipulated in the investment promotion scheme effective August 2000.

Board of Investment (BOI) New Zones

Zone 1: Six central provinces with high income and good infrastructure: Bangkok, Samut Prakarn, Samut Sakhon, Pathum Thani, Nonthaburi, Nakorn Pathom;

Zone 2: Twelve provinces: Samut Songkram, Ratchaburi, Kanchanaburi, Suphanburi, Ang Thong, Ayutthaya, Sara Buri, Nakhon Nayok, Chachoengsao, Chon Buri, Rayong, Phuket;

Zone 3: The remaining fifty-eight provinces with low income and less developed infrastructure, classified into more developed provinces and least developed provinces.

Least developed provinces:

Si Sa Ket, Nong Bua Lamphu, Surin, Yasothon, Maha Sarakham, Nakhon Phanom, Roi Et, Kalasin, Sakon Nakhon, Buri Ram, Amnat Charoen, Phrae, Phayao, Nan, Satun, Pattani, Yala, and Narathiwat

Note:

Industrial estates in Rayong registered with the BOI before August 2000 are still entitled to Zone 3 privileges until December 31, 2004.

6.6.4 Key infrastructure nodes

Thailand's major industrial areas (based on the total value of investments in factory development) are Bangkok, Samutprakarn, Samutsakorn, Chonburi, Pathumthani, Chachoengsao, Nakornpathom, Ayutthaya, Nakorn Ratchasima and Rayong, because these provinces are close to the country's capital, with easy access to transportation nodes and more complete infrastructure systems and facilities.

Thailand has created a network of Industrial Estates, which operate similarly to free trade zones, in order to promote exports, foreign investment and economic decentralisation from Bangkok. Foreign companies, large industrial enterprises or business in which the owner wants a complete range of support facilities and investment benefits prefer to locate their installations on industrial estates. Most popular industrial estates are in Chonburi, Rayong, and Ayuthaya because the 2 former locations are close to the eastern seaboard and Ayuthaya lies close to the Don Muang airport.

There are two categories of estates. The first is General Industrial Zone (GIZ), which is the area reserved for the location of industries manufacturing for domestic or export consumption. The other is Export Processing Zone (EPZ), which is the area reserved for the location of industries manufacturing for export only.

6.6.5 Key players in the logistics market

Most of the sector leaders in the logistics market are foreign companies except for air cargo as it is a relatively new industry for Thai businesses.

- Air Cargo: Thai Airways, Thai Airport Ground Service (TAG)
- Multi modal/sea Cargo: Maersk Sealand, Pioneer, Evergreen, K-Line
- Freight forwarders: Schenker, Kuehne & Nagel, Panapinal, Geodis
- Courier Companies: DHL, UPS, FedEx, TNT
- **Cargo Village** is the name of the massive THAI cargo complex at Bangkok International Airport. THAI Cargo also handles goods from 52 other international airlines with a combined throughput of some 700,000 metric tonne per year. Besides the Cargo Complex at Bangkok, THAI Cargo has also set up 3 other international cargo terminals at other airports around Thailand: Chiang Mai, Hat Yai and Phuket. Launched in 1986, with an initial covered area of 402,574 sq ft, the ''Village'' has now grown to more than 693,202 sq ft.
- **Thai Airports Ground Services Co. Ltd. or ''TAGS''**. At present, TAGS services include air cargo terminal services, ramp handling services, passenger services, contracted services and maintenance.

  Regarding air cargo services, TAGS's 130,000 sq ft warehouse is utilised for all import operations, a 193,752 sq ft facility handles exports, and a 96,876 sq ft warehouse is operated for express consignments. The cargo maximum capacity is 266,000 metric tonne of imports, 252,000 metric tonne of exports and 198,000 metric tonne of express consignments.
- **Maersk Group Thailand** has been operating in Thailand since 1949. Maersk Logistics (Thailand) is the largest logistics service provider in Thailand with over 150 staff and in excess of 538,000 sq ft of warehousing space. The company provides a one-stop service from trucking, client specific warehousing, customs clearance, and consolidation, to sea and airfreight and distribution solutions. They also provide integrated service packages including export/ import administration services, cargo pick-up and delivery, packaging, a sea/air service, project management and special handling.
- **The Pioneer Group of Companies** services includes air/ocean freight forwarding, multi-modal transportation, trucking, warehousing, logistics and distribution.

6.6.6 Logistics property market performance

Demand and Supply

Since the logistics property market is at an early stage of development, limited information exists regarding the total stock of logistics related property. Rental levels for properties in the logistics sector including warehouses, distribution centres and factories in the more popular industrial areas are between US$0.26 and US$0.36 psf per month (S$0.43 to S$0.59 psf per month) depending on the quality, size and lease term for the property. Supply is quite limited since there are not many professional logistics property developers in Thailand. As demand is expected to increase and there is limited new supply in preferred locations, rental levels are likely to increase in the short to medium term. However, to remain internationally competitive, this increase is likely to be moderated.

Recent warehouse transactions in Thailand

Type	Location	Est. Rent (US$ psf per mth)	Est. Rent (S$ psf per mth)	Estimated Gross Yield (%)
Warehouse	Pinthong Industrial Park	0.31	0.51	11%
Warehouse	Lam Chabang, Chonburi	0.29	0.47	12%
Distribution Centre	Klongluang, Patumthani	0.36	0.59	12%
Warehouse	Vibhavadi, Bangkok	0.29	0.48	10%
Warehouse	Klongtoey, Bangkok	0.43	0.72	6%
Warehouse	Bangpa-In, Ayutthaya	0.26	0.44	9%
Warehouse	Theparak, Samutprakarn	0.31	0.51	12%
Warehouse	Bangkapi, Bangkok	0.47	0.77	6%

Source: CB Richard Ellis

Gross Yields

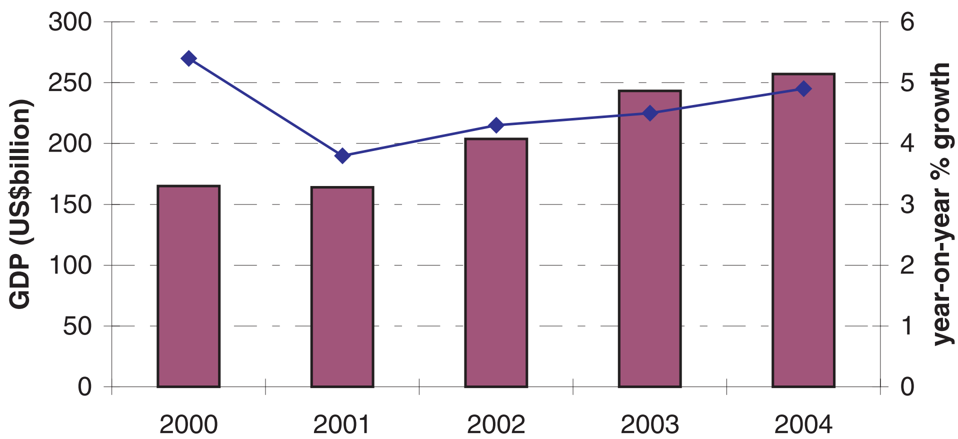
Yields for industrial properties range between 9.0% and 12.0% with recent transactions occurring in Bangkapi, Klongtoey and Vibhavadi in Bangkok and Theparak, Samutprakarn, and Bangpa-In, Ayutthaya.

6.7 Indonesia

6.7.1 Overview of the economy

The GDP of Indonesia has grown steadily from US$165.0 billion (S$272.3 billion) in 2000 to US$257.1 billion (S$424.2 billion) in 2004. This translates to a CAGR of 4.6% during this period.

GDP and GDP Growth



Exports have been the primary engine for growth. Crude oil remained the major product for export and represented 11.8% of the total exports in 2003. Textiles & garments were the second largest export (11.6%), followed by liquefied natural gas (10.6%) and wood products (5.2%).

6.7.2 Logistics market overview

Indonesia is heavily dependent on maritime transport for international as well as for domestic trade. The logistics sector contributes about 5% to 6% of Indonesia's GDP. Due to the Deregulation Policy on Sea

Transport, the number of shipping companies and the number of national merchant fleet increased sharply in recent years.

6.7.3 Government initiatives

The Indonesian government adopts de-regulation and decentralisation of port management to enable the participation of the private sector in the construction and operation of ports. Moreover, the government intends to privatise the commercial ports currently operated under state owned companies.

Restrictions on Ownership

A foreign corporate investor may invest in Indonesia real property by forming a wholly foreign-owned Indonesian company, or by forming a joint venture company with a local company. Direct investment by non-residents is only permitted in certain circumstances for domestic properties for own use.

Key Logistics/Industrial Parks in Indonesia

There are a total of about 40 logistics/industrial parks in Indonesia. Of these, 32 are located on the island of Java. Seventeen are situated in the Greater Jakarta metropolitan area, near the Jakarta Airport. There are a number of logistics/industrial parks located within the Bekasi area including:

- East Jakarta Industrial Park (EJIP)
- Bekasi 3000 Industrial Estate
- Kawasan Industri Gobel
- Bekasi International Industrial Estate
- Cikarang Industrial Estate
- Lippo Cikarang Industrial Estate
- MM2100 Industrial

6.7.4 Key infrastructure nodes

The five major airports in Indonesia are Plonia, Sukarno Hatta, Juanda, Ngurahrai and Hasanudin Airport.

Key ports include Cilacap, Cirebon, Jakarta, Kupang, Makassar, Palembang, Semarang and Surabaya. There are also eight major full container ports: Tanjung Priek, Tanjung Perak, Betawan, Tanjung Emas, Hatta, Boon Baru, Pontianak and Panjang. The four major gateway ports in Indonesia are:

6.7.5 Key players in the logistics market

The third parties logistics service providers active in Indonesia are

- Excel
- Maersk Logistics
- TNT Logistics
- DHL
- Sumitomo Corporation
- SembCorp Parks Management
- The Lippo Group

6.7.6 Logistics property market performance

The logistics property market in Indonesia is relatively less developed as compared to the rest of the region and not distinct from the industrial property market. Under-utilised factory buildings are converted to warehouse space to cope with the demand from distribution service companies as well as logistics and freight forwarding companies.

Recovery in the industrial sector is delayed and growth in this sector is expected to resume in the middle of 2005. During the latter part of 2004, demand for industrial estate significantly improved, especially for middle and small scale industry with most transactions below five hectares. The total supply of Greater Jakarta's Industrial Estates in 2002 stood at 10,243 hectares and there was approximately 12,096 hectares of land outside these estates that have been zoned by the local authorities for industrial purposes. About one third of the industrial estates in Greater Jakarta are concentrated in Bekasi (West Java). Major industrial estates include the Lippo City Industrial Park, MM2100, Cikarang Industrial Estate, East Jakarta Industrial Park and Bekasi International Industrial Estate.

On average, industrial land prices in late 2004 were S$4.60 (US$2.80) psf. Average land prices for major industrial areas were as follows:

- Bekasi area S$4.60 (US$2.80) psf
- Karawang area S$3.00 (US$1.80) psf
- Tangerang area S$3.70 (US$2.20) psf
- Serang area S$2.20 (US$1.40) psf

Demand and Supply

Potential for the logistics market in Indonesia comes from the liberalisation of ports and airports initiated by the Indonesian government. It is expected that with the privatisation of the logistics facilities, more global logistics operators will enter the market and results in increase demand for ancillary facilities such as warehousing.

As there are already quite a number of logistics/industrial parks concentrated around the Greater Jakarta metropolitan area and the Soekarno-Hatta International Airport and Tanjung Priok, investors may consider alternative port locations.

Gross Yields

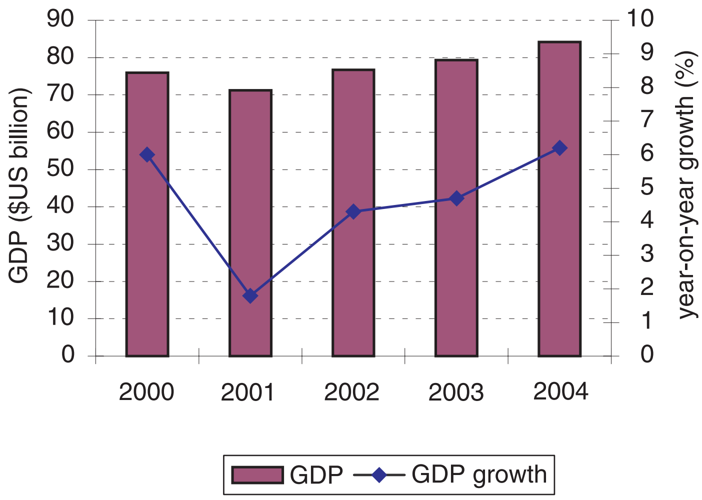
The indicative yields in the industrial market are between 10.0% and 12.0% and are reflective of properties outside the central cities. Additionally, there is evidence of individual property transactions at less than 10.0% in the past.

6.8 Philippines

6.8.1 Overview of the economy

The GDP of the Philippines has grown steadily from US$75.9 billion in 2000 to US$84.2 billion in 2004, representing a CAGR of 4.6% during this period. GDP per capita was US$1,117 in 2004 and unemployment was 11.7%.

GDP and GDP Growth



Key industries driving the economy include call centres/business process outsourcing (BPO), electronics, assembly, textiles, pharmaceuticals, chemicals, wood products, food processing, petroleum refining and fishing. Inflation averaged 5.5% in 2004 and is expected to increase if the Philippine government introduces the 2% increase to the value added tax in 2005/06.

6.8.2 Logistics market overview

Currently, the estimated contribution of the logistics industry to the GDP is about 5% to 10%. As a result of advantageous location, together with the increasing trend of out-sourcing to the Philippines, the trading levels in the Philippines increased three-fold in the last decade. The total exports of the Philippines in 1993 were about US$11,375 million (S$18,769 million) and increased to US$35,414 million (S$58,433 million) in 2003. At the same time, the total imports of the Philippines also surged from 17,597 million in 1993 to 36,972 million in 2003. The substantial amount of increase in trading volume provided the propelling force for the growth of logistics industry.

6.8.3 Government initiatives

One of the priority projects being promoted by the Philippine government is the Sustainable Logistics Development Program (SLDP). The proposed SLDP consists of three main components: (1) the Roll-On, Roll-Off (Ro-Ro) Terminal System that will establish a nautical highway where a network of terminals and ferryboats facilitate efficient sea transport links; (2) the Food and Grains Highway, which will incorporate bulk processing and handling centres, trucking, terminal facilities with grain silos as well as bulk carriers and bulk grain handling; and (3) the Cold Chain component, that will provide for improved cold storage logistics for perishable items.

The Strong Republic Nautical Highway (SRNH) is a flagship project that interconnects the islands of the entire archipelago through inter-modal transport system.

Restrictions on Property Ownership

Foreign individuals or corporations cannot privately own land in the Philippines. However, foreign investors can acquire up to 40% of the equity in a domestic company that owns land in the Philippines. Normally, foreign investors invest in Philippine real property through a corporation in joint venture with Filipino individuals or Filipino-owned corporations.

6.8.4 Key infrastructure nodes

Six ports, namely Manila, Cebu, Iloilo, Cagayan de Oro, Zamboanga and Davao handle approximately 80% of public port traffic.

Metro Manila

This includes the Manila port and the area around the Ninoy Aquino airport. Largely because of the shallow draft in Manila Bay, virtually all goods shipped to or from the US and Europe must be trans-shipped through Singapore, Hong Kong or Taipei. There are a number of logistics/industrial parks situated within Metro Manila such as the 300-ha First Philippine Industrial Park and the 68-ha Light Industry & Science Park II.

Subic

Subic, situated in the northwest of Manila, is a natural deepwater port that can easily accommodate large modern container vessels. One of the largest logistics/industrial parks in Subic is the 105-ha Subic Bay Industrial Park.

Clark

Clark, situated in the north of Manila and key logistics projects in recent year include the development of cargo facilities, industrial parks and new international cargo terminal at Ninoy Aquino International Airport (Manila).

6.8.5 Key players in the logistics market

Major logistics players in the Philippines include the Fast Moving Consumer Goods (FMCG) manufacturers and the pharmaceutical companies. In addition, there are also third parties logistics service providers such as:

- YCH group
- United Terminal Services Group
- DHL
- FedEx
- Sumitomo Corporation

6.8.6 Logistics property market performance

Demand and Supply

The industrial property market continued to pick up in late 2004 propelled mainly by the expansion initiatives of BPOs and call centres that are increasingly locating away from Metro Manila to explore other labour markets as well as by new and additional investments in manufacturing and in logistics operations services.

This had effectively provided some level of recovery in the property market for industrial spaces. Sumitomo Corporation has developed the First Philippines Industrial Park. Logistics companies such as Fedex and UPS extended lease contracts in Subic Bay Freeport and Clark Special Economic Zone, committing to enlarge their Philippines operations.

Industrial property rental levels were stable in late 2004 but diverse across most locations in the Philippines. The highest lease rates prevailed in metro Manila at an average of US$0.12 (S$0.20) psf per month while the lowest observed in Luzon were in the Subic-Clark Econzones. The rental for warehouse stood at around US$0.10 (S$0.17) psf.

Similarly, Metro Manila industrial properties have among the highest observed capital values with average selling prices at US$22.30 (S$36.80) psf while properties in Calabarzon region and the Bataan-Bulacan corridor approximate each other and averaged at around US$6.97 (S$11.50) psf.

Prospects for the logistics sector are positive in the Philippines, as the country is one of the main hubs in Asia Pacific, which attracts outsourcing services from multi national companies. With the continuous improvement in IT infrastructure, more companies are expected to locate their logistics hub in the Philippines. Relative to industrial parks, which are strictly for manufacturing operations, more ICT parks are being built to attract call centres and BPOs that are expanding to areas outside Metro Manila to explore labour advantages or to establish disaster recovery sites.

Gross Yields

The logistics real estate market is currently not distinct from the overall industrial market given the nascent stage of development of this sector. Also, the move by call centres to industrial properties is altering the income risk profile of this sector. The expected yield level for industrial properties outside the central city of Manila is between 10.0% and 12.0%. However, transactional evidence suggests that there have been properties transacted at yields below 10% within the central city.

7 Growth Potential for Mapletree Logistics Trust

Economic Growth

The real GDP growth for Asia-Pacific (ex-Japan) in 2004 was 6.7%. This growth was spurred by increased external demand and domestic consumption with strong trade recorded both within Asia and more distant markets. The growing importance of Asia as a trading hub will provide positive sentiments towards the logistics sector. Through continued off-shoring of manufacturing to China and India, the quantum of trade from Asia should rise and thereby increase the business prospects for logistics operators. In addition, more governments in the region are recognising the importance of a successful logistics industry for their country's economic growth, particularly with respect to international trade. With such government support leading to further reductions in restrictions on the transport and processing of products, the logistics market in Asia should experience considerable growth in the future.

Logistics accounts for 10.0% of the total cost of a product in developed markets, while in China, it currently stands at 20.0%. This holds true for most emerging Asian markets and is a reflection of the fragmented transport network, less developed infrastructure, relative quality of warehousing and real estate options and differing levels of government regulations which can prove quite cumbersome in some countries. With continued infrastructure development in the region, linking the inter-regional and intra-regional markets, logistics costs will likely be reduced and product movement will be made easier, leading to increased business for logistics operators.

Investment Opportunities

Investment opportunities for real estate investors in the industrial sector remain favourable in China, given the surge in the economy. The three zones — Bohai Sea, Yangtze River and Pearl River Delta constitute 80.0% of the imports and exports from China, and therefore are the key markets to focus on. With China's entry into the WTO and the lifting of restrictions regarding the logistics industry in 2004, the logistics market is currently experiencing a surge in interest from logistics operators and owners alike. Outsourcing logistics functions to third party providers has been a fairly recent trend in China and China's continued economic growth is listed as the top factor driving the business for 3PL in the region[7]. China is leading the surge in demand for logistics properties, and especially the Lingang Industrial Area which is linked to the Yangshan Deepwater Port in the south of Shanghai and around Shenzhen, which is leading the growth in the logistics market in the Pearl River Delta.

Hong Kong's logistics market is expected to gain from CEPA and China's accession to the WTO. There is currently a limited supply of logistics properties but this shortage will be partially alleviated by the proposed development of the Lantau Logistics Park, which will give the city 6 million sf of space when completed in 2009. Demand for logistics space remains robust, with occupancy levels at existing logistics facilities over 96.0%, resulting in increasing rental levels over the last year. Moreover, there is no restriction on land and property ownership for foreign or local developers. Investment potential of logistics properties in Hong Kong is high, given the restricted supply and the robust demand for such facilities.

An increase in the manufacturing industry in Malaysia is expected to boost the logistics industry as manufacturers begin to outsource their logistics in an effort to concentrate on their core business. In view of this, demand for logistics facilities is expected to increase, and given the limited supply of quality properties (average built-up area ranging from 30,000 — 80,000 sq ft for warehouses and over 200,000 sq ft required by logistics operators) that meet the exact standards of a logistics operator, there is a trend towards custom-built facilities. Hence, this represents an opportunity for investors to partner with logistics operators to develop such properties in Malaysia.

The Indian logistics market is likely to see rising demand, as 3PL and 4PL companies are increasingly expanding into the country in anticipation of the rapid rise of trade volumes in India. Existing players are looking at expanding while multinational logistics companies like TNT and DHL are planning to enter the domestic Indian market in the near future. There is a rising demand for logistics properties from both domestic and foreign logistics operators in view of the escalation in business activity and international trade. Investment potential of logistics properties in India will increase significantly in cities where infrastructure improvements are successfully implemented.

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[7] CEO perspectives on the current status and future prospects of the third-party logistics industry in the Asia-Pacific region: the 2004 survey, Accenture and Northeastern University

In Vietnam, Foreign Direct Investment mainly drives demand for logistics or Industrial Parks (IP) space. However, the government authorities in different provinces are competing for foreign direct investment and the lack of central control on the planning and development of IP's may lead to an oversupply and hinder any growth in land value. Demand for logistics properties in Vietnam is balanced by sufficient supply at present and therefore the investment potential for these assets could be limited in the short term and future growth in the logistics industry may be constrained by the rate of infrastructure development.

In Thailand, the demand in the logistics market will be spurred by the completion of the Suvarnabhumi Airport and the improvements to the Laem Chabang Port, particularly along the eastern seaboard. In view of the government's continued effort to promote the logistics industry, demand for logistics space is expected to increase, providing upside to a potential investor. Though the logistics market in Thailand is still emerging, the demand for logistics properties will be boosted by the on-going government-led infrastructure projects such as the new airport and the improvements to the Laem Chabang Port, providing a positive outlook for potential investment.

The logistics market in the Philippines is not distinct from the industrial market and the latter is currently driven by the surge in the BPO industry. In Indonesia, the growth of the logistics market will be led by the privatisation of the ports and the development of better infrastructure to integrate the country. Given the nascent stage of development of the market, any demand for logistics properties will be a function of the macro-economic growth and infrastructure development of the two countries. It is expected that the economic growth and infrastructure development of the two countries will continue at a steady level. The logistics markets in the Philippines and Indonesia represent an opportunity for investment in the medium to longer term given that the logistics business is in its infancy.

The indicative gross yields in the respective markets are as below. However these are average yields in the countries and can vary within a country from city to city:

Country	**Indicative gross yields* for Warehouse properties**
Singapore	7.0% - 9.0%
China	8.0% - 12.0%
Hong Kong	6.0% - 8.0%
Malaysia	7.0% - 9.0%
India	10.0% - 12.0%
Thailand	9.0% - 12.0%
Vietnam	10.0% - 13.0%
Indonesia	10.0% - 12.0%
Philippines	10.0% - 12.0%

* Gross Yields (not adjusted to the Singapore currency)

INDEPENDENT TAXATION REPORT

The Board of Directors
Mapletree Logistics Trust Management Ltd.
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HarbourFront Centre
Singapore 099253

HSBC Institutional Trust Services (Singapore) Limited
21 Collyer Quay
#14-01 HSBC Building
Singapore 049320

18 July 2005

Dear Sirs

TAXATION REPORT

This letter has been prepared at the request of Mapletree Logistics Trust Management Ltd. (the ''Manager'') for inclusion in a Prospectus for Mapletree Logistics Trust (''MLT'') to be dated 18 July 2005 in connection with the listing of MLT on the Singapore Exchange Securities Trading Limited.

The purpose of this letter is to provide holders, including prospective purchasers (collectively referred to as ''Unitholders''), of the units in MLT (the ''Units'') with an overview of the Singapore income tax consequences of the purchase, ownership and disposition of the Units. This letter principally addresses Unitholders who hold the Units as investment assets. Unitholders 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 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. Unitholders should consult their own tax advisers concerning the tax consequences of their particular situations. In particular, Unitholders 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 country of residence may have with Singapore.

This letter is based on the Singapore income tax law and the relevant interpretation thereof current at the date of this letter, all of which are subject to change, possibly with retroactive effect.

Words and expressions defined in the Prospectus have the same meaning in this letter. 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.

TAXATION OF MLT

Singapore taxation of trusts in general

Under current Singapore income tax law, a trustee is liable to income tax on the taxable income of a trust. 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 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. This taxable income is taxed at the prevailing corporate rate of income tax and the tax is assessed on, and collected from, the trustee.

Also, under the current Singapore income tax law, a beneficiary of a trust is taxed on the income of the trust to which he is beneficially entitled. The trust income that is taxable in the hands of the beneficiary is the amount of the taxable income of the trust that corresponds to his beneficial entitlement. A corresponding amount of the tax paid by the trustee on the taxable income of the trust is generally imputed as a tax credit to the beneficiary of the trust (hereinafter referred to as "imputed tax credit"). The amount of tax credit is calculated by multiplying the regrossed amount of the distribution with the corporate tax rate applicable to the year in which the distribution is made. This imputed tax credit is available to the beneficiary for offset against his income tax liability on his overall income subject to Singapore income tax (including his beneficially entitled portion of the income of the trust).

The interpretation of the Inland Revenue Authority of Singapore ("IRAS") is that the source of income of a beneficiary of a trust is the entitlement to the share of the income of the trust. Following this interpretation of the IRAS, the distribution received by beneficiaries is generally considered gains or profits of an income nature taxable under Section 10(1)(g) of the Income Tax Act, Chapter 134 of Singapore (the "Income Tax Act") but the distribution received by any beneficiary who is dealing in the units of a trust would be taxable under Section 10(1)(a) of the Income Tax Act as income from a trade or business.

Tax treatments of MLT under the terms of the tax ruling

The IRAS has given a tax ruling to apply the provisions in Section 43(2) of the Income Tax Act. Following the tax ruling, the taxation of MLT is as described below.

Taxation of MLT

Subject to meeting the terms and conditions of the tax ruling, the Trustee is not taxed on the taxable income of MLT. Instead, the Trustee and the Manager will deduct income tax at the applicable corporate tax rate from distributions to Unitholders that are made out of the taxable income of MLT. The corporate tax rate with effect from the year of assessment 2005 is 20%. To the extent that the Unitholders are individuals who do not hold the Units through a partnership or Qualifying Unitholders and are beneficially entitled to the distributions, the Trustee and the Manager will make these distributions without deducting any income tax.

"Qualifying Unitholders" refer to:

(a) companies incorporated and tax resident in Singapore;

(b) bodies of persons, other than companies or partnerships, registered or constituted in Singapore (for example, registered charities, town councils, statutory boards, registered co-operative societies and registered trade unions); and

(c) Singapore branches of foreign companies which have obtained from the IRAS waiver from tax deducted at source in respect of distributions from MLT.

Where the Units are jointly held by individuals, the Trustee and the Manager will also not deduct income tax from the distributions made out of the taxable income of MLT. For all other cases of joint holdings, the Trustee and the Manager will deduct income tax from the distributions.

The Singapore Government announced in the 2005 Budget on 18 February 2005 that the tax rate on distributions made by the trustee of any real estate investment trust listed on the SGX-ST to a foreign non-individual investor during the period from 18 February 2005 to 17 February 2010 will be reduced from 20% to 10%. A foreign non-individual investor is defined in the circular "Tax Concessions for Real Estate Investment Trusts" issued by the MAS on 28 February 2005 as one who is not a resident of Singapore for income tax purposes and:

(a) who does not have a permanent establishment in Singapore; or

(b) who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used by that person to acquire units in the trust are not obtained from that operation.

Following this announcement, and subject to the precise words of the enabling legislation to be introduced, tax at the reduced rate of 10% will be deducted from distributions made by MLT to foreign non-individual Unitholders during the period from 18 February 2005 to 17 February 2010.

Where the Units are held in the name of nominees, the Trustee and the Manager will deduct income tax at the prevailing corporate tax rate from distributions made out of the taxable income of MLT, except in the following situations:

(a) where the Units are held for the benefit of individuals or Qualifying Unitholders, tax may not be deducted from the distributions under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units by the nominee to the Trustee and the Manager in a prescribed form provided by the Trustee;

(b) where the Units are held for the benefit of foreign non-individual Unitholders, tax may be deducted at the reduced rate of 10% for distributions made during the period from 18 February 2005 to 17 February 2010 under certain circumstances, which include a declaration by the nominee of the status of the beneficial owners of the Units and the provision of certain particulars of the beneficial owners of the Units by the nominee to the Trustee and the Manager in a prescribed form provided by the Trustee; and

(c) where the Units are held by the nominees as agent banks or Supplementary Retirement Scheme operators acting for individuals who purchased the Units within the Central Provident Fund Investment Scheme or the Supplementary Retirement Scheme respectively, tax will not be deducted from the distributions made in respect of these Units.

In accordance with the Prospectus, the Trustee and the Manager will distribute at least 90.0% of the taxable income (other than gains on sale of real properties determined to be trading gains) and tax-exempt income, if any, of MLT to Unitholders. To the extent of the amount of taxable income of MLT not distributed to Unitholders (hereinafter referred to as "retained taxable income"), tax will be assessed on, and collected from, the Trustee on such amount. In the event that a distribution is subsequently made out of such retained taxable income, the Trustee and the Manager will not have to make a further deduction of income tax from the distribution made.

Under the terms of the tax ruling, the ruling not to tax the Trustee on the taxable income of MLT does not apply to gains on the sale of real properties by MLT that are considered gains or profits from a trade or business taxable under Section 10(1)(a) of the Income Tax Act. Tax will be assessed on, and collected from, the Trustee on such gains. In the event that the Trustee and the Manager exercise their discretion to make a distribution out of such gains assessed to tax directly on the Trustee, the Trustee and the Manager will not have to make a further deduction of income tax from the distribution made.

Distributions made out of the tax-exempt income, if any, of MLT will not be subject to tax deduction at source.

Determination of MLT's taxable income

The tax ruling not to tax the Trustee on MLT's taxable income does not remove the need to determine the taxable income of MLT. The taxable income of MLT will be computed in the same manner and on the same basis in accordance with the provisions of the Income Tax Act as if tax were imposed on the Trustee.

Rental and related income from letting of real properties

MLT will derive its income substantially from the letting of real properties and the provision of related services. So long as the property letting activities and the provision of related services are actively managed by the Manager as a going business concern, the income of MLT from the letting of properties and the provision of related services will be considered business source income and determined as such.

Gains on sale of real properties

Singapore does not impose tax on capital gains. Any gain derived by MLT from the disposal of its real property will not be liable to Singapore income tax unless the gain is considered income derived from a trade or business in property trading or derived from a transaction that was entered into with the intent or purpose of making a profit from that transaction, instead of for long-term investment.

The stated investment policy of MLT is long-term investment in real estate which is income producing, and not property trading. Any real property acquired by MLT is for the purpose of deriving rental income and not for trading purposes. There is no presumption in the income tax law that a trust investing in real properties for rental yield is trading in real properties. It is a question of fact whether MLT is conducting a business of trading in real properties. MLT is entitled to the facts and circumstances test derived from case law in determining whether any gain from the sale of any of its real properties is or is not derived from the conduct of a property trading business.

Rollover adjustments

Distribution to Unitholders is based on the taxable income of MLT determined by the Manager. In the event that the taxable income finally agreed with the IRAS is different from the taxable income determined by the Manager for distribution purposes, this difference will be added to or deducted from, as the case may be, the taxable income determined by the Manager for the next distribution immediately after the difference has been agreed with the IRAS. These adjustments are hereinafter referred to as the ''rollover adjustments''.

The practical effect of the rollover adjustments to Unitholders is that the taxable income for a distribution period may be lower or higher than the taxable income based strictly on the income of MLT for that distribution period.

TAXATION OF UNITHOLDERS

General

In accordance with the Prospectus, the Trustee and the Manager will distribute at least 90.0% of the taxable income, other than gains on sale of real properties determined to be trading gains, and tax-exempt income, if any, of MLT to Unitholders. Unless otherwise exempt, Unitholders are liable to Singapore income tax on distributions made out of the taxable income of MLT and to which they are beneficially entitled. Also, in the event that the Trustee and the Manager decide to make a distribution in excess of the taxable income of MLT and such excess is not made out of non-taxable capital gains or tax-exempt income of MLT, the excess distribution will, unless agreed otherwise with the IRAS, be considered as taxable distribution.

The gross amount of the distribution is taxable in the hands of a Unitholder. To the extent that tax at the prevailing corporate tax rate has been deducted from the distribution made by the Trustee and the Manager, as in the case where the Unitholders are not Qualifying Unitholders or not individuals, Unitholders will be able to claim a credit for the tax so deducted. Also, to the extent that the distribution is made out of retained taxable income or gains on sale of real properties directly assessed to tax on the Trustee, Unitholders will be entitled to claim an imputed tax credit as a set-off against their Singapore income tax liabilities. Distributions made out of tax-exempt income, if any, of MLT will not be subject to tax in the hands of Unitholders.

Following the interpretation of the IRAS on the source of income of a distribution by a trust, the distribution received by Unitholders of MLT is chargeable to tax under Section 10(1)(g) or 10(1)(a) of the Income Tax Act depending on the circumstances of the Unitholders concerned. If a Unitholder holds the Units as investment assets, the distributions are chargeable to tax under Section 10(1)(g) of the Income Tax Act as gains or profits of an income nature. If a Unitholder holds the Units as trading assets, the distributions are chargeable to tax under Section 10(1)(a) of the Income Tax Act.

The distribution to Unitholders, to the extent that it is not made out of gains on sale of real properties determined to be trading gains or accumulated retained taxable income of MLT, is taxed as income of the year which corresponds to the year of income of MLT out of which the distribution is made, regardless of when the distribution is paid to the Unitholders. For example, if a Unitholder receives a distribution, say, on 28 February 2006 in respect of the taxable income of MLT for the period ending 31 December 2005, that distribution will be considered income derived by the Unitholder for the year 2005 and assessable to tax for the Year of Assessment 2006.

Taxation of Qualifying Unitholders

A distribution, to the extent it is not made out of tax-exempt income or non-taxable capital gains, received by a Qualifying Unitholder without deduction of tax by the Trustee and the Manager is taxable income of the Qualifying Unitholder. The taxable amount in the hands of a Qualifying Unitholder will be the gross amount of the taxable distribution to the Qualifying Unitholder.

A distribution made out of gains on sale of real properties regarded as trading gains or the accumulated retained taxable income of MLT is also taxable income of the Qualifying Unitholder. The taxable income of the Qualifying Unitholder will be the amount of distribution regrossed at the corporate tax rate applicable to the year in which the distribution is made by the Trustee and the Manager. The Qualifying Unitholder will be entitled to claim an imputed tax credit as a set-off against its Singapore income tax liability, including the tax liability on the regrossed amount of distribution received from MLT.

The Trustee and the Manager may exercise their discretion to distribute non-taxable capital gains. Such a distribution, if made, is not a taxable distribution from MLT and the Trustee and the Manager do not have to deduct tax from such a distribution. However, the distribution may be taxable in the hands of the Qualifying Unitholder if the Qualifying Unitholder holds the Units as trading assets.

Where a distribution is made out of the tax-exempt income, if any, of MLT, such a distribution is not a taxable distribution from MLT and the Qualifying Unitholder will not be liable to tax on this distribution.

Companies incorporated and tax resident in Singapore are currently taxed at the rate of 20%, with certain exemptions granted on the first S$100,000 of chargeable income.

Taxation of other non-individual Unitholders

In all other cases of non-individual Unitholders, including a Qualifying Unitholder whose Singapore tax residence status cannot be properly ascertained, the Trustee and the Manager will deduct tax from distributions made out of the taxable income of MLT, except where the distribution is made out of gains on sale of real properties directly assessed to tax on the Trustee or accumulated retained taxable income of MLT. The applicable rate of tax to be deducted will be the corporate tax rate prevailing for the year of income of MLT out of which the distribution is made. For example, in respect of a distribution made out of the taxable income of MLT, say, for the period from the Listing Date to 31 December 2005, the year of income will be 2005. Since the corporate tax rate prevailing for the year 2005 (i.e. year of assessment 2006) is 20%, the distribution made out of the income for the year 2005 will be subject to deduction of tax at the rate of 20%.

The tax deducted at the prevailing corporate tax rate by the Trustee and the Manager is not a final tax. The Unitholder can use the tax deducted as a set-off against its Singapore income tax liability, including the tax liability on the gross amount of the distribution received from MLT. Because of this set-off, a non-Singapore tax resident Unitholder should have no further Singapore tax liability on the distribution made to it out of MLT's taxable income (a non-Singapore tax resident corporate Unitholder is subject to tax at the corporate tax rate, currently at 20%).

Following the announcement in the 2005 Budget, the tax rate on distributions made by MLT to a foreign non-individual investor during the period from 18 February 2005 to 17 February 2010 will be reduced from 20% to 10%. The reduced rate of 10% is a final tax on the gross amount of the taxable distributions.

A distribution made out of gains on sale of real properties regarded as trading gains or the accumulated retained taxable income of MLT is also taxable income of the Unitholder. The taxable income of the Unitholder will be the amount of distribution regrossed at the corporate tax rate applicable to the year in which the distribution is made by the Trustee and the Manager. The Unitholder will be entitled to claim an imputed tax credit as a set-off against its Singapore income tax liability, including the tax liability on the regrossed amount of distribution received from MLT.

The Trustee and the Manager may exercise their discretion to distribute non-taxable capital gains. Such a distribution, if made, is not a taxable distribution from MLT and the Trustee and the Manager do not have to deduct tax from such distribution. However, the distribution may be taxable in the hands of the Unitholder if the Unitholder holds the Units as trading assets.

Where a distribution is made out of the tax-exempt income, if any, of MLT, such a distribution is not a taxable distribution from MLT and the Unitholder will not be liable to tax on this distribution.

Taxation of Individuals

Distributions from real estate investment trusts that are authorised under Section 286 of the SFA (excluding distributions out of franked dividends) derived on or after 1 January 2004 by individuals are exempt from tax. This tax exemption does not apply to distributions that are derived through a partnership in Singapore or from the carrying on of a trade, business or profession, i.e. distributions assessable to tax under Section 10(1)(a) of the Income Tax Act.

Accordingly, distributions made to individuals who hold the Units as investment assets, irrespective of their nationality or tax residence status, will be tax-exempt. Distributions made to individuals who hold the Units as trading assets or through a partnership in Singapore will be taxed in the hands of these individuals at their applicable income tax rates.

A distribution made out of gains on sale of real properties regarded as trading gains or the accumulated retained taxable income of MLT is not taxable in the hands of an individual who holds the Units as investment assets. Such distribution is, however, taxable in the hands of an individual who holds the Units as trading assets or through a partnership in Singapore. The taxable income of such an individual will be the amount of distribution regrossed at the corporate tax rate applicable to the year in which the distribution is made by the Trustee and the Manager. Irrespective of whether the distribution is taxable or not, the individual will be entitled to claim an imputed tax credit as a set-off against his Singapore income tax liability, including the tax liability on the regrossed amount of distribution received from MLT if this is taxable, for example, if the individual holds the Units as trading assets.

The Trustee and the Manager may exercise their discretion to distribute non-taxable capital gains. Such a distribution, if made, is not a taxable distribution from MLT and the Trustee and the Manager do not have to deduct tax from such distribution. However, the distribution may be taxable in the hands of the individual if he holds the Units as trading assets.

Where a distribution is made out of the tax-exempt income, if any, of MLT, such a distribution is not a taxable distribution from MLT and the individual will not be liable to tax on this distribution.

Gains on disposal of Units

Singapore does not impose tax on capital gains; therefore gains on disposal of the Units that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to 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 Unitholder had the intention or purpose to make a profit at the time of acquiring the Units and the Units are not intended to be held as long-term investments.

If a Unitholder has held the Units as investment assets, any gains arising from subsequent sales of the Units should generally be considered capital gains not subject to Singapore income tax. However, if the Units have been held as trading assets, the gains arising from a subsequent sale may be taxed as income. The precise tax status of one Unitholder will vary from another. Because of this, Unitholders are advised to consult their own professional advisers on the Singapore tax consequences that may apply to their individual circumstances.

Declaration by Unitholders

Qualifying Unitholders and foreign non-individuals have to declare their Singapore tax residence status in a prescribed form provided by the Trustee (the "prescribed form"). **A draft sample is attached as an Annex to this Taxation Report.** The prescribed form must be completed and returned to the Trustee within the time limits set by the Trustee and the Manager. The Trustee and the Manager will make a distribution without deduction of tax or after deduction of tax at the reduced rate of 10% (for distributions made by MLT during the period from 18 February 2005 to 17 February 2010 to foreign non-individual Unitholders), as the case may be, only if they are satisfied from the statements and declaration made in the prescribed forms that the Unitholders are Qualifying Unitholders or foreign non-individuals and that they are the beneficial recipients of the distributions made.

Unitholders who are individuals do not have to make this declaration.

Nominees who hold the Units for the benefit of individuals or Qualifying Unitholders may receive the distribution in respect of these Units without tax deduction. Nominees who hold the Units for the benefit of foreign non-individuals may receive the distribution made during the period from 18 February 2005 to 17 February 2010 in respect of these Units after tax deduction at the reduced rate of 10%. For this purpose, nominees will, among other things, be required to declare the status and provide certain particulars of the beneficial Unitholders in a form that will be provided by the Trustee prior to a distribution.

Tax residence of a company

A company is considered a tax resident of Singapore if its business is controlled and managed in Singapore, for example, if its board of directors meets and conducts the company's business in Singapore.

Singapore branches of foreign companies

Distributions to Singapore branches of foreign companies (''Singapore branches'') will be made after deduction of tax at the applicable corporate tax rate, unless these Singapore branches submit, together with the duly completed prescribed form, a copy of the letter of approval from the IRAS to waive the deduction of tax from distributions made by MLT. Singapore branches, including insurance and bank branches, can apply to the IRAS for waiver of deduction of tax subject to the same terms and conditions imposed under the administrative concession currently available for Sections 12(6) and (7) payments to Singapore branches which are not banks. The details of this administrative concession are published in IRAS' publication ''Compass'' on 31 August 1998 (Vol. 6 No. 2).

TERMS AND CONDITIONS OF THE TAX RULING

The tax ruling granted by the IRAS is conditioned upon the Trustee and the Manager fulfilling certain terms and conditions. The Trustee and the Manager have given the relevant undertakings to the IRAS to take all reasonable steps necessary to safeguard the IRAS against tax leakages as a result of the ruling, and to comply with all administrative requirements to ensure ease of tax administration.

The IRAS has expressly reserved the rights to review, amend and revoke the tax ruling either in part or in whole at any time.

Yours faithfully

Ernst & Young
Singapore

ANNEX

DECLARATION FOR SINGAPORE TAX PURPOSES

Name of registered holder (preprinted)	Securities Account No. (preprinted)
Address (preprinted)	Holdings: Units (preprinted)
Name of Counter: Mapletree Logistics Trust	

Please read the following important notes carefully before completion of this Form:

1. The Trustee and the Manager of Mapletree Logistics Trust ("**MLT**") will not deduct tax from distributions made out of MLT's taxable income that is not taxed at MLT's level 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 foreign companies that have obtained specific approval from the Inland Revenue Authority of Singapore to receive the distribution from MLT without deduction of tax; or

   (d) Unitholders which are non-corporate entities (excluding partnerships) constituted or registered in Singapore, such as:

      (i) institutions, authorities, persons or funds specified in the First Schedule to the Income Tax Act (Cap. 134);

      (ii) co-operative societies registered under the Co-operative Societies Act (Cap. 62);

      (iii) trade unions registered under the Trade Unions Act (Cap. 333);

      (iv) charities registered under the Charities Act (Cap. 37) or established by an Act of Parliament; and

      (v) town councils.

2. For distributions made to classes of Unitholders that do not fall within the categories stated under Note 1 above, the Trustee and the Manager of MLT will deduct tax at the rate of 10% if the Unitholders are foreign non-individual investors. A foreign non-individual investor is one who is not a resident of Singapore* for income tax purposes and:

   (a) who does not have a permanent establishment^ in Singapore; or

   (b) who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used to acquire the units in MLT 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 (d) stated under Note 1 or Section D if they qualify as a foreign non-individual investor as described under Note 2.

4. The Trustee and the Manager of MLT 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 (d) under Note 1; and (ii) if tax is to be deducted at the rate of 10% for distributions to foreign non-individual investors. Please therefore ensure that the appropriate section of this Form is completed in full and legibly and is returned to Lim Associates (Pte) Ltd 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 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 Lim Associates (Pte) Ltd by ● .

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* A company is not a resident of Singapore if the management and control of its business is exercised outside Singapore.

ˆ A permanent establishment is defined under Section 2 of the Income Tax Act to mean a fixed place where a business is wholly or partly carried on. It includes a place of management, a branch and an office.

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	☐	☐
☐☐☐☐ - ☐☐☐☐☐ - ☐		
(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; and	☐	☐
(c) the Company has previously filed tax returns with the Inland Revenue Authority of Singapore.	☐	☐
If your reply to (c) is “Yes”, please proceed with (d) –		
(d) the Company is declared as a tax resident of Singapore* based on the latest tax return filed with the Inland Revenue Authority of Singapore.	☐	☐

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 and that the Inland Revenue Authority of Singapore has given approval to the Singapore Branch to receive distribution from MLT without deduction of tax. A copy of the letter of approval dated ________________ is attached.

Signature of Declarant: ______________________ Date: ______________

Contact No: ______________________

Section C: To be completed by Unitholder which falls under Note 1(d)

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):

☐ - an institution, authority, person or fund specified in the First Schedule to the Income Tax Act (Cap. 134).

☐ - 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 charity registered under the Charities Act (Cap. 37) or a charity established by an Act of Parliament.

☐ - a town council.

☐ - any other non-corporate entity (other than a partnership) constituted or registered in Singapore.

Signature of Declarant: __________________________ Date: _________________

Contact No: __________________________

Section D: To be completed by Unitholder which falls under Note 2

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 "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	☐	☐
(b) the Entity does not have a permanent establishment^ in Singapore.	☐	☐
If your reply to (b) is "No", please proceed with (c) –		
(c) the funds used by the Entity to acquire the holdings in MLT are not obtained from any operation carried on in Singapore through a permanent establishment in Singapore	☐	☐

Signature of Declarant: __________________________ Date: _________________

Contact No: __________________________

TERMS, CONDITIONS AND PROCEDURES FOR APPLICATION FOR AND ACCEPTANCE OF THE OFFERING UNITS IN SINGAPORE

Applications are invited for the subscription of the Units under the Offering at the maximum subscription price of S$0.68 per Unit (the "Maximum Offering Price") or, as the case may be, the Offering Price on the terms and conditions set out below and in the relevant Application Forms or, as the case may be, the Electronic Applications (as defined below). Investors applying for the Offer Units (as defined below) by way of Application Forms or Electronic Applications are required to pay the Maximum Offering Price of S$0.68 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, or (iii) if the Offering Price is less than the Maximum Offering Price for each Unit.

Investors applying for the Placement Units (as defined below) are required to pay, in Singapore dollars for each Placement Unit applied for, the Offering Price in the case of an application by way of a Placement Units Application Form and the Maximum Offering Price of S$0.68 per Unit in the case of an application by way of an Internet Placement Application (as defined below), subject in each case 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, or (iii) in the case of an application by way of an Internet Placement Application, if the Offering Price is less than the Maximum Offering Price for each Unit.

(1) Your application must be made in lots of 1,000 Units or integral multiples thereof. Your application for any other number of Units will be rejected.

(2) You may apply for the Units under the Offering only during the period commencing at 8.00 a.m. on 19 July 2005 and expiring at 8.00 a.m. on 22 July 2005. The Offering period may be extended or shortened to such date and/or time as the Manager may agree with the Underwriters, 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 "Offer Units"), other than Mapletree Reserved Units, may be made by way of the printed **WHITE** Offer Units Application Forms or by way of Automated Teller Machines ("ATMs") belonging to the Participating Banks ("ATM Electronic Applications") or the Internet Banking ("IB") website of the relevant Participating Banks ("Internet Electronic Applications").

(b) Your application for the Units offered in the Placement Tranche (the "Placement Units") may be made by way of the printed **BLUE** Placement Units Application Forms (or in such other manner as the Underwriters may in their absolute discretion deem appropriate) or by way of the Internet website of DBS Vickers Securities Online (Singapore) Pte. Ltd. ("DBS Vickers Online") at "www.dbsvonline.com" ("Internet Placement Applications", which, together with ATM Electronic Applications and Internet Electronic Applications, shall be referred to as "Electronic Applications"), if you have a trading account with DBS Vickers Online.

(c) Your application for Mapletree Reserved Units may only be made by way of the printed **PINK** Reserved Units Application Forms.

(4) **You may use up to 35.0 per cent. of your CPF Investible Savings ("CPF Funds") to apply for the Units.** Approval has been obtained from the Central Provident Fund Board ("CPF Board") for the use of such CPF Funds pursuant to the Central Provident Fund (Investment Schemes) Regulations, as may be amended from time to time, for the subscription of the Units. You may also use up to 35.0 per cent. of your CPF Funds for the purchase of the Units in the secondary market.

(5) If you are using CPF Funds to apply for the Units, you must have a CPF Investment Account maintained with the relevant Participating Bank. You do not need to instruct the CPF Board to transfer CPF Funds from your CPF Ordinary Account to your CPF Investment Account.

The use of CPF Funds to apply for the Units is further subject to the terms and conditions set out in the section on "Terms and Conditions for Use of CPF Funds".

(6) **Only one application may be made for the benefit of one person for the Offer Units (other than Mapletree Reserved Units) in his own name. Multiple applications for the Offer Units (other than Mapletree Reserved 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 Offer Units (other than Mapletree Reserved Units) via the Offer Units Application Form, ATM Electronic Applications or Internet Electronic Applications. A person who is submitting an application for the Offer Units (other than Mapletree Reserved Units) by way of the Offer Units Application Form may not submit another application for the Offer Units (other than Mapletree Reserved Units) by way of an ATM Electronic Application or Internet Electronic Application and vice versa.

A person, other than an approved nominee company, who is submitting an application for the Offer Units (other than Mapletree Reserved Units) in his own name should not submit any other applications for the Offer Units (other than Mapletree Reserved Units), whether on a printed Application Form or through an ATM Electronic Application or Internet 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 Offer Units (other than Mapletree Reserved Units) shall be rejected. Persons submitting or procuring submissions of multiple applications for the Offer Units (other than Mapletree Reserved 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.

(7) Multiple applications may be made in the case of applications by any person for (i) the Placement Units only (whether via Placement Units Application Forms or through the website of DBS Vickers Online), or (ii) the Placement Units together with a single application for the Offer Units (other than Mapletree Reserved Units).

Multiple applications may also be made by any person entitled to apply for the Mapletree Reserved Units, in respect of a single application for the Mapletree Reserved Units and (i) a single application for the Offer Units (other than Mapletree Reserved Units), or (ii) a single or multiple application(s) for the Placement Units (whether via the Placement Units Application Forms or through the website of DBS Vickers Online) or (iii) both (i) and (ii).

(8) Applications from any person under the age of 21 years, undischarged bankrupts, sole proprietorships, partnerships, chops or non-corporate bodies, joint Securities Account holders of CDP will be rejected.

(9) Applications from any person whose addresses (furnished in their printed Application Forms or, in the case of ATM Electronic Applications and Internet 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.

(10) 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 11 below.

(11) **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.

(12) **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 the 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).

(13) Subject to paragraph 17 below, your application is liable to be rejected if your particulars such as name, National Registration Identity Card (''NRIC'') or passport number, nationality and permanent residence status, and CDP Securities Account number provided in your Application Form, or in the records of the relevant Participating Bank or DBS Vickers Online 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 the CDP, your application shall be rejected.

(14) **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 or DBS Vickers Online, 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.**

(15) This Prospectus and its accompanying Application Forms have not been registered in any jurisdiction other than in Singapore. The distribution of this Prospectus and its 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 (including its Application Forms) nor any copy thereof may be published or distributed, directly or indirectly, in or into the United States and they do not constitute an offer of securities for sale into the United States or any jurisdiction in which such offer is not authorized 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 U.S. Securities Act of 1933, as amended (the ''Securities Act'') and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (''Regulation S'')). The Units are being offered and sold outside the United States to non-U.S. persons (including institutional and other investors in Singapore) in reliance on 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 United States securities laws.

The Manager reserves the right to reject any applications for Units where the Manager believes or has reason to believe that such applications may violate the securities laws of any jurisdiction.

No person in any jurisdiction outside Singapore receiving this Prospectus or its accompanying Application Forms 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.

(16) The Manager reserves the right to reject any application which does not conform strictly to the instructions set out in this Prospectus (including the instructions set out in the Application Forms, in the ATM and IB websites of the relevant Participating Banks and in the website of DBS Vickers Online) or, in the case of an application by way of an Application Form, which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly drawn up or improper form of remittance.

(17) 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 set out in this Prospectus (including the instructions set out in the Application Forms and in the ATMs and IB websites of the relevant Participating Banks and in the website of DBS Vickers Online), 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, the Underwriters, as agents of the Manager, have been authorised to accept, for and on behalf of the Manager, such other forms of application as the Underwriters may, in consultation with the Manager, deem appropriate.

(18) 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 and any of the Underwriters 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 Underwriters may, in

consultation with the Manager, deem appropriate. In deciding the basis of allocation, the Manager 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.

(19) The Units may be reallocated between the Placement Tranche and the Public Offer in the event of excess applications in one and a deficit of applications in the other.

(20) 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 and the Offering Price being agreed upon between the Underwriters and the Manager, 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 renouncee 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 Underwriters, DBS Vickers Online and any other parties so authorised by the Manager and/or the Underwriters.

(22) Any reference to "you" or the "Applicant" in this section shall include a person, a corporation, an approved nominee company and trustee applying for the Units by way of an Application Form or by way of Electronic Application.

(23) By completing and delivering an Application Form and, in the case of an ATM Electronic Application, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key or any other relevant key on the ATM or, in the case of an Internet Electronic Application or Internet Placement Application, by clicking "Submit" or "Continue" or "Yes" or "Confirm" or any other button on the IB website screen or the DBS Vickers Online website screen in accordance with the provisions herein, you:

(a) irrevocably agree and undertake to subscribe for the number of Units specified in your application (or such smaller number for which the application is accepted) at the Maximum Offering Price for each Unit 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, this Prospectus and its accompanying 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 Application Forms and those set out in the website of DBS Vickers Online, or the IB websites or ATMs of the Participating Banks, the terms and conditions set out in this Prospectus and its accompanying Application Forms shall prevail;

(c) in the case of an application by way of an Offer Units Application Form, an ATM Electronic Application, Internet Electronic Application or Internet Placement Application, agree that the aggregate Maximum Offering Price for the 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 Underwriters may, in consultation with the Manager, deem appropriate, agree that the aggregate Offering Price for the Units is due and payable to the Manager upon the Price Determination Date;

(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; and

(f) 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 Underwriters will infringe any such laws as a result of the acceptance of your application.

(24) Acceptance of applications will be conditional upon, *inter alia*, the Manager being satisfied that:

(a) permission has been granted by the SGX-ST to deal in and for quotation of all the Units on the Official List of the SGX-ST; and

(b) the Underwriting Agreement has become unconditional and has not been terminated.

(25) Additional terms and conditions for applications by way of Application Forms are set out in the section entitled ''Additional Terms and Conditions for Applications using Printed Application Forms'' on pages VI-5 to VI-10 of this Prospectus.

(26) Additional terms and conditions for applications by way of Electronic Applications are set out in the section entitled ''Additional Terms and Conditions for Electronic Applications'' on pages VI-11 to VI-20 of this Prospectus.

(27) Terms and conditions governing the use of CPF funds are set out in the section entitled ''Terms and Conditions for Use of CPF Funds'' on page VI-21 of this Prospectus.

(28) No application will be held in reserve.

(29) The Prospectus is dated 18 July 2005. No Units will be allocated on the basis of this Prospectus later than twelve months after the date of the 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 on ''Terms, Conditions and Procedures for Application for and Acceptance of the Offering Units in Singapore'' on pages VI-1 and VI-21 of this Prospectus and the Trust Deed.

(1) Applications for the Offer Units (other than Mapletree Reserved Units) must be made using the printed **WHITE** Offer Units Application Forms and printed **WHITE** official envelopes ''A'' and ''B'', accompanying and forming part of this Prospectus.

Applications for the Placement Units must be made using the printed **BLUE** Placement Units Application Forms, accompanying and forming part of this Prospectus.

Applications for the Mapletree Reserved Units must be made using the printed **PINK** Reserved Units Application Forms, accompanying and forming part of this Prospectus.

Without prejudice to the rights of the Manager, the Underwriters, as agents of the Manager, have been authorised to accept, for and on behalf of the Manager, such other forms of application, as the Underwriters may (in consultation with the Manager) deem appropriate.

Your attention is drawn to the detailed instructions contained in the respective 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 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 identity card (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 the MLT's Unit Registrar and Unit Transfer Office. 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 paragraphs 6(c) or 6(d) on page 1 of the Application Form. Where paragraph 6(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 6(c) or 6(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 in the following manner:

(a) **Cash only** — You may apply for the Units using only cash. Each application must be accompanied by a remittance in Singapore currency for the full amount payable at the Maximum Offering Price of S$0.68 for each Offer Unit, or the Offering Price for each Placement Unit, as the case may be, 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 "**MLT UNIT ISSUE ACCOUNT**" crossed "**A/C PAYEE ONLY**" with the name, Securities Account number and address of the applicant 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 Bankers' Draft or Cashiers' Order for different Securities Accounts shall be accepted. Remittances bearing "NOT TRANSFERABLE" or "NON-TRANSFERABLE" crossings will be rejected.

(b) **CPF Funds only** — You may apply for the Units using only CPF Funds. Each application must be accompanied by a remittance in Singapore currency for the full amount payable at the Maximum Offering Price of S$0.68 for each Offer Unit or the Offering Price for each Placement Unit, as the case may be, in respect of the number of Units applied for. The remittance must be in the form of a **CPF CASHIER'S ORDER** (available for purchase at the CPF approved bank with which the applicant maintains his CPF Investment Account), made out in favour of "**MLT UNIT ISSUE ACCOUNT**" with the name, Securities Account number and address of the applicant written clearly on the reverse side. Applications not accompanied by any payment or accompanied by any other form of payment will not be accepted. For additional terms and conditions governing the use of CPF Funds, please refer to page VI-21 of this document.

(c) **Cash and CPF Funds** — You may apply for the Units using a combination of cash and CPF Funds, PROVIDED THAT the number of Units applied for under each payment method is in lots of 1,000 Units or integral multiples thereof. Such applications must comply with the requirements for applications by cash and by CPF Funds as set out in the preceding paragraphs. In the event that applications for Offer Units are accepted in part only, the cash portion of the application monies will be used in respect of such applications before the CPF Funds are used. In the case of applications for Placement Units that are accepted in part only, the CPF Funds portion of the application monies will be used in respect of such applications before the cash portion is used.

An applicant applying for 1,000 Units must use either cash only or CPF Funds only. 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 within two Market Days (or such shorter period as the SGX-ST may require) after the balloting at your own risk. Where your application is accepted in full or in part only, the balance of the application monies (including the excess monies arising from the difference between the Offering Price and the Maximum Offering Price should the Offering Price be lower than the Maximum Offering Price) 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 the 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 not a U.S. person (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) The Manager may return (without interest of any share of revenue or other benefit arising therefrom) to you by ordinary post, at your own risk:

(i) where your application is unsuccessful, the monies paid within two Market Days (or such shorter period as the SGX-ST may require) after the balloting;

(ii) where your application is accepted in full or in part only, the balance of the application monies (including the excess monies arising from the difference between the Offering Price and the Maximum Offering Price should be the Offering Price be lower than the Maximum Offering Price) within 14 Market Days after the close of the Offering; and

(iii) where the Offering does not proceed for any reason, the monies paid within three Market Days after the Offering is discontinued,

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;

(e) you will not be entitled to exercise any remedy of rescission for misrepresentation at any time after acceptance of your application;

(f) reliance is placed solely on information contained in this Prospectus and that none of the Manager, the Trustee, any of the Underwriters, the Sponsor, SPL or any other person involved in the Offering shall have any liability for any information not contained therein;

(g) you consent to the disclosure of your name, NRIC/passport number, address, nationality, permanent resident status, Securities Account number, and Unit application amount to our Unit Registrar, CDP, CPF, Securities Clearing Computer Services (Pte) Ltd (''SCCS''), SGX-ST, the Manager, the Trustee and the Underwriters (the ''Relevant Parties''); and

(h) you irrevocably agree and undertake to subscribe for 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 such Units or not to allocate any Units to you, you agree to accept such decision as final.

Procedures Relating to Applications for the Offer Units (other than Mapletree Reserved Units) by Way of Printed Application Forms

(1) Your application for the Offer Units (other than Mapletree Reserved Units) by way of printed Application Forms must be made using the **WHITE** Offer Units Application Forms and **WHITE** official envelopes "A" and "B".

(2) You must:

(a) enclose the **WHITE** Offer Units Application Form, duly completed and signed, together with correct remittance for the full amount payable at the Maximum Offering Price in Singapore currency in accordance with the terms and conditions of the Prospectus and its accompanying documents, in the **WHITE** official envelope "A" provided;

(b) in appropriate spaces on the WHITE official envelope "A":

(i) write your name and address;

(ii) state the number of Offer Units (other than Mapletree Reserved Units) applied for; and

(iii) tick the relevant box to indicate the form of payment;

(c) **SEAL THE WHITE OFFICIAL ENVELOPE "A"**;

(d) write, in the special box provided on the larger **WHITE** official envelope "B" addressed to DBS Bank Ltd, 6 Shenton Way, #36-01 DBS Building Tower One, Singapore 068809, the number of Offer Units (other than Mapletree Reserved Units) you have applied for;

(e) insert the **WHITE** official envelope "A" into the **WHITE** official envelope "B" and seal the **WHITE OFFICIAL ENVELOPE "B"**; and

(f) **DESPATCH BY ORDINARY POST OR DELIVER BY HAND** the documents at your own risk to DBS Bank Ltd, 6 Shenton Way, #36-01 DBS Building Tower One, Singapore 068809, so as to arrive by 8.00 a.m. on 22 July 2005 or such other date(s) and time(s) as the Manager may agree with the Underwriters. 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 Placement Units by Way of Printed Application Forms

(1) Your application for the Placement 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 for each Unit in respect of the number of Placement Units applied for, with your name, 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 DBS Bank Ltd, 6 Shenton Way, #36-01 DBS Building Tower One, Singapore 068809, to arrive by 8.00 a.m. on 22 July 2005 or such other date(s) and time(s) as the Manager may agree with the Underwriters.

(3) In respect of an application for Placement Units, you may alternatively remit your application monies by electronic transfer to the account of **DBS Bank, Shenton Way Branch, Current Account number 003-710138-9** in favour of "**MLT UNIT ISSUE ACCOUNT**" by 8.00 a.m. on 22 July 2005 or such other date(s) and time(s) as the Manager may agree with the Underwriters. Applicants who remit their application monies via electronic transfer should send a copy of the telegraphic transfer advice slip to **DBS Bank Ltd, 6 Shenton Way, #36-01 DBS Building Tower One, Singapore 068809**, for the attention of Equity Capital Markets, to arrive by 8.00 a.m. on 22 July 2005 or such other date(s) and time(s) as the Manager may agree with the Underwriters.

(4) 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.

(5) **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 Mapletree Reserved Units by Way of Printed Application Forms

(1) Your application for the Mapletree Reserved Units by way of printed Application Forms must be made using the **PINK** Reserved Units Application Forms.

(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 Maximum Offering Price for each Unit in respect of the number of Mapletree Reserved Units applied for, with your name, 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 Mapletree Reserved Units must be delivered to Lim Associates (Pte) Ltd, 10 Collyer Quay, #19-08 Ocean Building, Singapore 049315, for the attention of Ms Pamela Chew to arrive by 8.00 a.m. on 22 July 2005 or such other date(s) and time(s) as the Manager may agree with the Underwriters.

(3) **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 Offering Units in Singapore" on pages VI-1 to VI-21 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 website of DBS Vickers Online (in the case of Internet Placement Applications). Currently, DBS Bank and the UOB Group are the only Participating Banks through which Internet Electronic Applications may be made.

(2) For illustration purposes, the procedures for Electronic Applications through ATMs and the IB website of DBS Bank, and the procedures for Internet Placement Applications through the website of DBS Vickers Online (together the "Steps") are set out in pages VI-17 to VI-20 of this Prospectus. The Steps set out the actions that you must take at ATMs or the IB website of DBS Bank or the website of DBS Vickers Online 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 of the respective Participating Banks.

Please read carefully the terms and conditions of this Prospectus, 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 the Units through an ATM of one of the relevant Participating Banks or the IB website of a relevant Participating Bank or an application for Internet Placement Units through the website of DBS Vickers Online.

(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 Units at an ATM belonging to other Participating Banks.

(b) You must ensure that you enter your own 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 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 Securities Account number when using the ATM card issued to you in your own name. Using your own 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:

(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.

(c) Upon the completion of your Internet Electronic Application through the IB website of the relevant Participating Bank, there will be an on-screen confirmation ("Transaction Completed Screen") of the application which can be printed out by you for your record. This printed record of the Transaction Completed Screen is for your retention and should not be submitted with any printed Application Form.

(6) If you are making an Internet Placement Application:

(a) You must have an existing trading account with, and a User ID as well as a password given by DBS Vickers Online.

(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.

(c) Upon the completion of your Internet Placement Application, there will be a Confirmation Screen which can be printed out by you for your record. This printed record of the Confirmation Screen is for your retention and should not be submitted with any printed Application Form.

(7) In connection with your Electronic Application, 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 this Prospectus (in the case of ATM Electronic Applications) and have read, understood and agreed to all the terms and conditions of application for the Units and this Prospectus prior to effecting the Electronic Application and agree to be bound by the same;

(b) that you consent to the disclosure of your name, NRIC/passport number, address, nationality, permanent resident status, CDP Securities Account number, CPF Investment Account number (if applicable) and Unit application amount (the "Relevant Particulars") from your account with the relevant Participating Bank or DBS Vickers Online, as the case may be, to the Relevant Parties; and

(c) where you are applying for the Offer Units (other than Mapletree Reserved Units), that this is your only application for the Offer Units (other than Mapletree Reserved 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. By doing so, you shall be treated as signifying your confirmation of each of the three statements above. In respect of statement 7(b) above, your confirmation, by pressing the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key or by 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 or DBS Vickers Online, as the case may be, of the Relevant Particulars of your account(s) with that Participating Bank to the Relevant Parties.

(8) You must have sufficient funds in your bank account with your Participating Bank at the time you make your ATM Electronic Application or Internet Electronic Application, failing which such Electronic Application will not be completed. Any ATM Electronic Application or Internet 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, as the case may be, through which your ATM Electronic Application or Internet Electronic Application is being made shall be rejected.

(9) You may apply and make payment for your application for the Offer Units in Singapore currency in the following manner:

(a) **Cash only** — You may apply for the Offer Units through any ATM or IB website (as the case may be) of your Participating Bank using only cash by authorising your Participating Bank to deduct the full amount payable from your bank account(s) with such Participating Bank.

(b) **CPF Funds only** — You may apply for the Offer Units through any ATM or IB website (as the case may be) of your Participating Bank using only CPF Funds by authorising your Participating Bank to deduct the full amount payable from your CPF Investment Account with the respective Participating Bank. For additional terms and conditions governing the use of CPF Funds, please refer to page VI-21 of this Prospectus.

(c) **Cash and CPF Funds** — You may apply for the Offer Units through any ATM or IB website (as the case may be) of your Participating Bank using a combination of cash and CPF Funds, PROVIDED THAT the number of Offer Units applied for under each payment method is in lots of 1,000 Offer Units or integral multiples thereof. Such applications must comply with the requirements for applications by cash and by CPF Funds as set out in the preceding paragraphs. In the event that such applications are accepted in part only, the cash portion of the application monies will be used in respect of such applications before the CPF Funds are used.

An applicant applying for 1,000 Offer Units must use either cash only or CPF Funds only.

(10) If you make an Internet Placement Application through the website of DBS Vickers Online, you must have sufficient funds in your nominated Automatic Payment account with an Automatic Payment Facility (direct debit/credit authorisation or "GIRO") with DBS Vickers Online. Your application will be rejected if there are insufficient funds in your account with DBS Vickers Online to deduct the full amount payable for your application.

(11) You irrevocably agree and undertake to subscribe for and to accept the number of Offer Units or Placement Units (as the case may be) applied for as stated on the Transaction Record or the Confirmation Screen or any lesser number of such Offer Units or Placement Units (as the case may be) 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 Offer Units or Placement Units (as the case may be) or not to allocate any Offer Units or Placement Units (as the case may be) 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 on the ATM or clicking "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button on the Internet screen) of the number of Offer Units or Placement Units (as the case may be) applied for shall signify and shall be treated as your acceptance of the number of Offer Units or Placement Units (as the case may be) that may be allocated to you and your agreement to be bound by the Trust Deed.

(12) 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, or if you have applied for the Internet Placement Units through DBS Vickers Online, by ordinary post or such other means as DBS Vickers Online may agree with you, at your own risk, within two Market Days (or such shorter period as the SGX-ST may require) after balloting 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 in full or in part only, the balance of the application monies (including the excess monies arising from the difference between the Offering Price and the Maximum Offering Price should the Offering Price be lower than the Maximum Offering Price, 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, or if you have applied for the Internet Placement Units through DBS Vickers Online, by ordinary post or such other means as DBS Vickers Online may agree with you, at your risk, 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 and with DBS Vickers Online (as the case may be). Therefore, you are strongly advised to consult your Participating Bank or DBS Vickers Online 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 Offer Units or Placement Units (as the case may be), if any, allocated to you before trading the Units on the SGX-ST. None of the SGX-ST, CDP, SCCS, CPF, the Participating Banks, DBS Vickers Online, the Manager, the Trustee and the Underwriters 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.

(13) If your ATM Electronic Application or Internet Electronic Application is unsuccessful, no notification will be sent by the relevant Participating Bank.

If your Internet Placement Application is unsuccessful, no notification will be sent by DBS Vickers Online.

It is expected that successful applicants who applied for Internet Placement Units will be notified of the results of their applications through the website of DBS Vickers Online no later than the evening of the day immediately prior to the commencement of trading of the Units on the SGX-ST.

Applicants who make ATM Electronic Applications through the following banks may check the provisional results of their ATM Electronic Applications as follows:

Bank	Telephone	Other Channels	Operating Hours	Service expected from
DBS Bank	1800-339 6666 (for POSB account holders) 1800-111 1111 (for DBS account holders)	Internet Banking www.dbs.com[1]	24 hours a day	Evening of the balloting day
OCBC	1800-363 3333	ATM	ATM: 24 hours a day Phone Banking: 24 hours a day	Evening of the balloting day
UOB Group	1800-222 2121	ATM (Other Transactions — "IPO Enquiry") www.uobgroup.com[1], [2]	Phone Banking/ATM: 24 hours a day Internet Banking: 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 UOB Group 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 or UOB Group.

(2) Applicants who have made Electronic Application through the ATMs or the IB web-site of the UOB Group may check the results of their applications through UOB Personal Internet Banking, UOB ATMs or UOB Phone Banking services.

(14) ATM Electronic Applications shall close at 8.00 a.m. on 22 July 2005 or such other date(s) and time(s) as the Manager may agree with the Underwriters. All Internet Electronic Applications and Internet Placement Applications must be received by 8.00 a.m. on 22 July 2005, or such other date(s) and time(s) as the Manager may agree with the Underwriters. Internet Electronic Applications and Internet Placement Applications are deemed to be received when they enter the designated information system of the relevant Participating Bank or DBS Vickers Online, as the case may be.

(15) You are deemed to have irrevocably requested and authorised the Trustee or the Manager to:

(a) register the Offer Units or Placement Units, as the case may be, 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 or if you have applied for the Internet Placement Units through DBS Vickers Online, by ordinary post or such other means as DBS Vickers Online may agree with you, at your risk, with the relevant amount within two Market Days 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 (including the excess monies arising from the difference between the Offering Price and the Maximum Offering Price should the Offering Price be lower than the Maximum Offering Price), should your Electronic Application be accepted or accepted in part only, by automatically crediting your bank account with your Participating Bank or if you have applied for Internet Placement Units through DBS Vickers Online, by ordinary post or such other means as DBS Vickers Online may agree with you, 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.

(16) 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, DBS Vickers Online, the Manager, the Trustee and the Underwriters, and if, in any such event the Manager, the Trustee, the Underwriters, DBS Vickers Online 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 Trustee, the Underwriters and/or the relevant Participating Bank or DBS Vickers Online for any Offer Units or Placement Units, as the case may be, applied for or for any compensation, loss or damage.

(17) 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.

(18) All your particulars in the records of your Participating Bank or DBS Vickers Online (as the case may be) at the time you make your Electronic Application shall be deemed to be true and correct and your Participating Bank or DBS Vickers Online (as the case may be) 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 or DBS Vickers Online (as the case may be).

(19) You should ensure that your personal particulars as recorded by both CDP and the relevant Participating Bank or DBS Vickers Online (as the case may be) 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.

(20) 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 and DBS Vickers Online acting as agents of the Manager at the ATMs and IB websites of the relevant Participating Banks and the website of DBS Vickers Online:

(i) your Electronic Application is irrevocable; and

(ii) your Electronic Application, the acceptance by the Manager and the contract resulting therefrom under the Offering 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;

(b) none of CDP, the Manager, the Underwriters, the Participating Banks and DBS Vickers Online 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, the Trustee or CDP due to breakdowns or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 16 above or to any cause beyond their respective controls;

(c) in respect of the 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; and

(e) reliance is placed solely on information contained in the Prospectus and that none of the Manager, the Trustee, the Underwriters, SPL and any other person involved in the Offering shall have any liability for any information not contained therein.

Steps for ATM Electronic Applications for Offer Units through ATMs of DBS Bank (including POSB ATMs)

Instructions for ATM Electronic Applications will appear on the ATM screens of the respective Participating Bank. For illustration purposes, the steps for making an ATM Electronic Application through a DBS Bank or POSB ATM 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 Bank (including POSB)), may differ slightly from those represented below.

Step 1: Insert your personal DBS Bank or POSB ATM Card.

2: Enter your Personal Identification Number.

3: Select ''CASHCARD & MORE SERVICES''.

4: Select ''ESA-IPO SHARE/INVESTMENT''.

5: Select ''ELECTRONIC SECURITY APPLN (IPOS/BOND/ST-NOTES)''.

6: Read and understand the following statements which will appear on the screen:

- THE OFFER OF SECURITIES (OR UNITS OF SECURITIES) WILL BE MADE IN, OR ACCOMPANIED BY, A COPY OF THE PROSPECTUS/DOCUMENT OR PROFILE STATEMENT (AND IF APPLICABLE, A COPY OF THE REPLACEMENT OR SUPPLEMENTARY PROSPECTUS/DOCUMENT OR PROFILE STATEMENT) WHICH CAN BE OBTAINED FROM ANY DBS/POSB BRANCH IN SINGAPORE AND, WHERE APPLICABLE, THE VARIOUS PARTICIPATING BANKS DURING BANKING HOURS, SUBJECT TO AVAILABILITY.
- ANYONE WISHING TO ACQUIRE THESE SECURITIES (OR UNITS OF SECURITIES) SHOULD READ THE PROSPECTUS/DOCUMENT OR PROFILE STATEMENT (AS SUPPLEMENTED OR REPLACED, IF APPLICABLE) BEFORE SUBMITTING HIS APPLICATION WHICH WILL NEED TO BE MADE IN THE MANNER SET OUT IN THE PROSPECTUS/DOCUMENT OR PROFILE STATEMENT (AS SUPPLEMENTED OR REPLACED, IF APPLICABLE). A COPY OF THE PROSPECTUS/DOCUMENT OR PROFILE STATEMENT, AND IF APPLICABLE, A COPY OF THE REPLACEMENT OR SUPPLEMENTARY PROSPECTUS/DOCUMENT OR PROFILE STATEMENT HAS BEEN LODGED WITH AND REGISTERED BY THE MONETARY AUTHORITY OF SINGAPORE WHO ASSUMES NO RESPONSIBILITY FOR ITS OR THEIR CONTENTS.

7: Select ''MLT'' to display details.

8: Press the ''ENTER'' key to acknowledge:

- YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS OF THE APPLICATION AND PROSPECTUS/DOCUMENT OR PROFILE STATEMENT, AND IF APPLICABLE, THE REPLACEMENT OR SUPPLEMENTARY PROSPECTUS/DOCUMENT OR PROFILE STATEMENT.
- YOU CONSENT TO DISCLOSE YOUR NAME, NRIC/PASSPORT NO., ADDRESS, NATIONALITY, CDP SECURITIES A/C NO., CPF INVESTMENT A/C NO. AND SECURITY APPLN AMOUNT FROM YOUR BANK A/C(S) TO SHARE REGISTRARS, SGX, SCCS, CDP, CPF AND THE ISSUER/VENDOR(S).
- FOR FIXED AND MAX PRICE SECURITY APPLICATION, THIS IS YOUR ONLY APPLICATION AND IT IS MADE IN YOUR OWN NAME AND AT YOUR OWN RISK.
- THE MAXIMUM PRICE FOR EACH SHARE IS PAYABLE IN FULL ON APPLICATION AND SUBJECT TO REFUND IF THE FINAL PRICE IS LOWER.
- FOR TENDER SECURITY APPLICATIONS, THIS IS YOUR ONLY APPLICATION AT THE SELECTED TENDER PRICE AND IT IS MADE IN YOUR OWN NAME AND AT YOUR OWN RISK.

- YOU ARE NOT A US PERSON AS REFERRED TO IN THE PROSPECTUS/DOCUMENT OR PROFILE STATEMENT AND IF APPLICABLE, THE REPLACEMENT OR SUPPLEMENTARY PROSPECTUS/DOCUMENT OR PROFILE STATEMENT.

9: Select your nationality.

10: Select your payment method (i.e. by cash, CPF Funds, or a combination of cash and CPF Funds).

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 the number of securities you wish to apply for using CPF Funds (if applicable).

14: Enter or confirm (if your CDP Securities Account number has already been stored in DBS Bank's records) your own 12-digit CDP Securities Account number.

15: Check the details of your securities application, your NRIC or passport number and CDP Securities Account number and number of securities on the screen and press the "ENTER" key to confirm your application.

16: Remove the Transaction Record for your reference and retention only.

Steps for Internet Electronic Application for Offer Units through the IB Website of DBS Bank

For illustrative purposes, the steps for making an Internet Electronic Application through the DBS Bank 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 Bank website (www.dbs.com)

2: Login to Internet banking.

3: Enter your User ID and PIN.

4: Select ''Electronic Security Application (ESA)''.

5: Click ''Yes'' to proceed and to warrant, *inter alia*, 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.

6: Select your country of residence.

7: Click on ''MLT'' and click the ''Submit'' button.

8: Click on ''Confirm'' to confirm, *inter alia*:

- You have read, understood and agreed to all terms of this application and the Prospectus/Document or Profile Statement and if applicable, the Supplementary or Replacement Prospectus/Document or Profile Statement.
- You consent to disclose your name, NRIC or Passport No., address, nationality, CDP Securities A/c No., CPF Investment A/c No. (if applicable) and securities application amount from your DBS/POSB Account(s) to registrars of securities, SGX, SCCS, CDP, CPF Board and issuer/vendor(s).
- You are not a U.S. Person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended).
- 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.

9: Fill in details for securities application and click ''Submit''.

10: Check the details of your securities application, your NRIC or passport number and click ''OK'' to confirm your application.

11: Print the Confirmation Screen (optional) for your reference and retention only.

Steps for Internet Placement Applications for Placement Units through the website of DBS Vickers Online

For illustrative purposes, the steps for making an application through the website of DBS Vickers Online is shown below.

Step 1: Access the website at ''www.dbsvonline.com''.

2: Login with user ID and password.

3: Click on to the IPO Centre hyperlink to go to the IPO Section.

4: Click on the IPO Issue hyperlink.

5: Click ''Yes'' to represent and warrant that, *inter alia*, that you are in Singapore and you are not a U.S. person (as such term is defined in Regulation S).

6: Confirm the IPO applying for and its details by clicking on the ''Next'' button.

7: Click ''Yes'' and click ''Submit'' to confirm, *inter alia*:-

- You have read, understood and agreed to the terms and conditions set out in the Prospectus/Document or Profile Statement including the notes and instructions for the completion of this Application Form and that this application has been made in accordance with the Prospectus/Document or Profile Statement and such notes and instructions.
- You have read and understood the disclaimers.
- You have read, understood and agreed to the ''APPLICATION TERMS AND CONDITIONS'' and the ''GENERAL TERMS AND DISCLAIMERS''.
- You consent to disclose your name, NRIC or passport number, address, nationality and permanent resident status, CDP Securities A/c No., CPF Investment A/c No. (if applicable) and securities application amount from your account with DBS Vickers Online to the Issuer and the Manager, registrars of securities, SGX, SCCS, CDP and CPF (as applicable).
- This application is made in your own name and at your own risk.
- You understand that these are not deposits or other obligations of or guaranteed or insured by DBS Vickers Online and are subject to investment risks, including the possible loss of the principal amount invested.
- You declare that (a) you are not under 21 years of age, (b) you are not a corporation, sole-proprietorship, partnership or any other business entity, (c) you are not an undisclosed bankrupt, (d) you are in Singapore, (e) you have a mailing address in Singapore and (f) you are not a U.S. person (within the meaning of Regulation S).

8: Fill in amount of securities applied for and preferred payment mode, then click ''Submit''.

9: Check and verify the details of your securities application and your personal particulars on the screen.

10: Enter your password and click ''Submit'' to continue.

11: Click on ''Application Status'' to check your IPO application details.

12: Print page for your reference and retention only.

Terms and Conditions for Use of CPF Funds

(1) If you are using CPF Funds to subscribe for the Units, you must have a CPF Investment Account maintained with a relevant Participating Bank at the time of your application. If you are applying for the Units through an ATM Electronic Application, you must have an ATM card with that Participating Bank at the time of your application before you can use the ATMs of that Participating Bank to apply for the Units. For an Internet Electronic Application, you must have an existing bank account with, and a User ID as well as a PIN given by, the relevant Participating Bank. Upon the completion of your Internet Electronic Application through the IB website of the relevant Participating Bank, there will be a Transacted Completed Screen of the application which can be printed out by you for your record. This printed record of the Transaction Completed Screen is for your retention and should not be submitted with any printed Application Form. The CPF Investment Account is governed by the Central Provident Fund (Investment Schemes) Regulations, as amended.

(2) CPF Funds may only be withdrawn for applications for the Units in lots of 1,000 Units or integral multiples thereof.

(3) If you are applying for the Units using a printed Application Form and you are using CPF Funds to apply for the Units, you must submit a CPF Cashier's Order for the total amount payable for the number of Units applied for using CPF Funds.

(4) Before you apply for the Units using your CPF Funds, you must first make sure that you have sufficient funds in your CPF Investment Account to pay for the Units. You need not instruct the CPF Board to transfer your CPF Funds from your CPF Ordinary Account to your CPF Investment Account. If the balance in your CPF Investment Account is insufficient and you have sufficient investible CPF Funds in your CPF Ordinary Account, the Participating Bank with which you maintain your CPF Investment Account will automatically transfer the balance of the required amount from your CPF Ordinary Account to your CPF Investment Account immediately for you to use these funds to buy a CPF Cashier's Order from your Participating Bank in the case of an application by way of a printed Application Form or submit your application in the case of an application by way of an Electronic Application. The automatic transfer facility is available until the close of the Public Offer, and the operating hours of the facility are between 8.00 a.m. and 10.00 p.m. from Mondays to Saturdays, and between 8.00 a.m. and 5.00 p.m. on Sundays and public holidays.

(5) The special CPF securities sub-account of the nominee company of the Participating Bank (with whom you maintain a CPF Investment Account) maintained with CDP will be credited with the principal amount of the Units you subscribed for with CPF Funds.

(6) Where you are using CPF Funds, you cannot apply for the Units as nominee for any other person.

(7) All instructions or authorisations given by you in a printed Application Form or through an Electronic Application are irrevocable.

(8) CPF Investment Accounts may be opened with any branch of the Participating Banks.

(9) All information furnished by the CPF Board and the relevant Participating Banks on your authorisation will be relied on as being true and correct.

PROPERTY FUNDS GUIDELINES

1 Scope and Definitions

1.1 These Guidelines apply to a collective investment scheme that invests or proposes to invest in real estate and real estate-related assets (hereinafter referred to as "a property fund"). The scheme may or may not be listed on the Singapore Exchange ("SGX"). An investment in real estate may be by way of direct ownership or a shareholding in an unlisted company whose sole purpose is to hold/own real estate.

1.2 For the purposes of this Appendix:

(a) **Associate of any director** includes

(i) any member of his immediate family[1];

(ii) the trustee, acting in its capacity as a trustee, of any property fund of which the director or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and

(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 25% or more.

(b) **Cash equivalent items** means instruments or investments of such high liquidity and safety that they are as good as cash.

(c) **Controlling unitholder** means a person who, together with (where applicable) —

(A) its ultimate/immediate holding company;

(B) its subsidiary;

(C) its associated company;

(D) its fellow subsidiary;

(E) where it is an associated company of another company, say, Company X — a subsidiary of Company X[2];

(F) its fellow associated company;

(G) an associated company of its immediate holding company;

(H) a subsidiary[3] of the entity in sub-paragraph (B), (D) or (E); and

(I) an associated company of the entity in sub-paragraph (B), (D) or (E),

either

(i) hold 15% or more of the units in the property fund (MAS may determine that such a person is not a controlling unitholder); or

(ii) hold less than 15% of the units in the property fund but in fact exercise control over the property fund.

For the avoidance of doubt, the number of units in the property fund held by a person and persons listed in (A) to (I) should be aggregated in determining if the units held amount to 15% or more of the total units in the property fund.

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(1) This refers to his wife, child, adopted child, stepchild, brother, sister and parent.

(2) Where the sponsor/promoter, Manager or adviser is an associated company of more than one company, say, Company X and Company Y, all the subsidiaries of either Company X or Company Y will be considered as interested parties.

(3) This term is capable of successive application. For example, Company A is a subsidiary of the promoter of the fund. If Company B is a subsidiary of Company A, and Company C is a subsidiary of Company B, then Company B and Company C (and so on) will be considered as interested parties.

(d) **Deposited property** means the value of the property fund's total assets based on the latest valuation.

(e) **Desktop valuation** means a valuation based on transacted prices/yields of similar real estate assets, without a physical inspection of the property.

(f) **Interested party includes:**

(i) the sponsor/promoter of the property fund (if different from the manager)[(4)];

(ii) the manager of the property fund;

(iii) the adviser to the property fund;

(iv) in the case of a property fund which is established as a company, the directors of the property fund;

(v) a director, other than an independent director, of the sponsor/promoter, Manager or adviser (or an associate of any such director);

(vi) a controlling unitholder; or

(vii) in respect of the sponsor/promoter, Manager, adviser or controlling unitholder —

(A) its ultimate/immediate holding company;

(B) its subsidiary;

(C) its associated company;

(D) its fellow subsidiary;

(E) where it is an associated company of another company, say, Company X — a subsidiary of Company X[(5)];

(F) its fellow associated company;

(G) an associated company of its immediate holding company;

(H) a subsidiary[(6)] of the entity in sub-paragraph (B), (D) or (E); or

(I) an associated company of the entity in sub-paragraph (B), (D) or (E).

(g) **Real estate-related assets** means listed or unlisted debt securities and listed shares of or issued by property corporations, mortgage-backed securities, other property funds, and assets incidental to the ownership of real estate (*e.g.* furniture).

2 Listing on the Stock Exchange

2.1 Unless the Authority is satisfied that there is a ready market for the shares of a property fund established as a company, such a company should be listed on the SGX.

2.2 Where a property fund constituted as a trust is listed on the SGX, the Manager can, upon application under section 306 of the SFA, be considered for exemption from the requirement to redeem units for participants. Where an exemption is given, the property fund's marketing material should contain a clear statement to the effect that participants will have no right to request the Manager to redeem their units, and a warning to prospective investors that being listed on the SGX does not guarantee a liquid market for these units.

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(4) For the avoidance of doubt, an entity acting merely as a marketing or sales agent will not be considered a sponsor/promoter.

(5) Where the sponsor/promoter, Manager or adviser is an associated company of more than one company, say, Company X and Company Y, all the subsidiaries of either Company X or Company Y will be considered as interested parties.

(6) This term is capable of successive application. For example, Company A is a subsidiary of the promoter of the fund. If Company B is a subsidiary of Company A, and Company C is a subsidiary of Company B, then Company B and Company C (and so on) will be considered as interested parties.

3 The Board of Directors

3.1 This section applies *only* to property funds which are established as companies.

3.2 A property fund, whether listed or unlisted, should have a Board of Directors ("BOD") with at least 2 independent members.

3.3 For the purpose of paragraph 3.2, a director is considered independent only if he does not have a relationship with the property fund's manager which, in the opinion of the Authority, would interfere with the exercise of proper judgement in carrying out his duties as a director.

4 The Manager of a Property Fund

4.1 The Manager should:

(a) have at least 5 years of experience in managing property funds;

(b) appoint, with the approval of the trustee/BOD, an adviser(s) who has/have at least 5 years of experience in investing in and/or advising on real estate; or

(c) employ persons who have at least 5 years of experience in investing in and/or advising on real estate.

4.2 Where the Manager has appointed an adviser pursuant to paragraph 4.1(b), that adviser need not be independent of the Manager, and may act as agent in seeking out buyers/sellers of real estate or in managing the property fund's real estate assets. However, where the adviser has been appointed as the marketing agent for a property, that adviser may recommend the property fund to purchase that property only if:

(a) the adviser has disclosed to the Manager that it is the marketing agent for that property; and

(b) the adviser is not related to the Manager in a manner described in paragraph 1.2(f)(vii).

4.3 Where a commission or fee is paid by the property fund to the adviser in its capacity other than as adviser, such commission or fee paid should not be at more than market rates.

5 Diversification of Investments

Unless it is stated clearly in the prospectus that the property fund will not have a diversified portfolio of real estate, a property fund should be reasonably diversified in terms of the type(s) of real estate (*e.g.* residential/commercial/industrial), location/country and/or the number of real estate investments, as appropriate, taking into account the type and size of the scheme, its investment objectives, and the prevailing market conditions.

6 Interested-party Transactions

6.1 A property fund may, at the first public launch/offer of the scheme and any time after (but not during) 12 months from the first public launch/offer of the scheme,

— acquire assets from or sell assets to interested parties; or

— invest in securities[7] of or issued by interested parties,

if:

(a) adequate disclosures are made in the prospectus (if it is at the first launch/offer of the property fund) or circular (if it is during the life of the property fund), stating —

(i) the identity of the interested parties and their relationships;

(ii) the details of the assets to be acquired or sold, including a description of these assets and location of the real estate assets;

(iii) the prices at which these assets are to be acquired or sold;

(7) A mortgage-backed security issued by a special purpose vehicle does not come within the ambit of this paragraph.

(iv) the details of the valuations performed (including the names of the valuers, the methods used to value these assets and the dates of the valuations) and their assessed values;

(v) the current/expected rental yield (if any);

(vi) the minimum amount of subscriptions to be received, if the transaction(s) is/are conditional upon the property fund receiving the stated amount of subscriptions; and

(vii) any other matters that may be relevant to a prospective investor in deciding whether or not to invest in the property fund or that may be relevant to a participant in deciding whether or not to approve the proposed transaction(s);

(b) for transaction(s) entered into at the first launch/offer of the property fund, the scheme has entered into agreements to buy those assets at the prices specified in sub-paragraph (a)(iii) from the interested parties. If the transaction(s) is/are conditional upon the property fund receiving a stated minimum amount of subscriptions, the agreements should reflect this;

(c) an independent valuation of each of those real estate assets, using both discounted cash flow analysis and comparable property analysis, has been conducted in accordance with paragraphs 9.1 to 9.8. Where the valuer uses only one of the above methods, he should explain why the other method was not used as well; and

(d) each of those assets is acquired from the interested parties at a price not more than the assessed value under sub-paragraph (a)(iv), or sold to interested parties at a price not less than the assessed value under sub-paragraph (a)(iv).

6.2 In addition to paragraph 6.1, a property fund that acquires assets from or sells assets to interested parties during the life of the scheme after 12 months of the first launch/offer of the scheme should:

(a) where the transaction is equal to or greater than 3% of the property scheme's NAV, announce[8] the transaction immediately; or

(b) where the transaction is equal to or greater than 5% of the property fund's NAV, obtain a majority vote at a participants' meeting and announce the transaction immediately. A person who has an interest, whether commercial, financial or personal, in the outcome of the transaction, other than in his capacity as a participant, will not be allowed to vote on the resolution approving the transaction. There should be an opinion rendered by an Independent Expert stating whether or not the transaction is on normal commercial terms and whether the transaction is prejudicial to participants, based on an assessment of the impact of the transaction on the property fund on an overall basis. The Independent Expert should also draw the participants' attention to any possible disadvantages of the transaction.

6.3 For the purpose of paragraph 6.2, the value of all transactions with the same interested party[9] during the current financial year should be aggregated. If the aggregate value of all transactions with the same interested party during the current financial year is:

(a) equal to or greater than 3% of the property fund's NAV, the requirement in paragraph 6.2(a) will apply to the latest transaction and all future transactions entered into with that interested party during that financial year; or

(b) equal to or greater than 5% of the property fund's NAV, the requirements in paragraph 6.2(b) will apply to the latest transaction and all future transactions entered into with that interested party during that financial year.

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(8) For listed property trusts, announcements should be made to the exchange for public release as stated in SGX's listing requirements. For unlisted property trusts, announcements should be made either through paid advertisements in at least one newspaper that is circulated widely in Singapore, or by sending a circular to participants.

(9) For this purpose, a company, its subsidiary companies, its associated companies, and all their directors, chief executive officers and substantial shareholders are regarded as one party.

6.4 For the purpose of paragraphs 6.1 to 6.6, the agreement(s) to buy or sell the assets should be completed:

(a) where the interested-party transaction is entered into at the first launch/offer of the property fund, within 6 months of the close of the first launch/offer; or

(b) where the interested-party transaction is entered into after 12 months from the first launch/offer and:

(i) the transaction is less than 5% of the property fund's NAV, within 6 months of the date of the agreement; or

(ii) the transaction is equal to or greater than 5% of the property fund's NAV, within 6 months of the date of the participants' approval referred to in paragraph 6.2(b); or

(c) where there is more than one interested-party transaction entered into during the current financial year and the latest transaction results in the 5% threshold referred to in paragraph 6.3(b) being exceeded, within 6 months of the date of participants' approval in respect of that latest transaction.

6.5 An Independent Expert for the purpose of paragraphs 6.1 to 6.6 should:

(a) not receive payments of more than $200,000 aggregated over the current financial year from the Manager, adviser or other party/parties whom the property fund is transacting with. For the avoidance of doubt, this does not include fees paid by the property fund to the Independent Expert for rendering an opinion on the interested-party transaction(s);

(b) not be a related corporation as defined in the Interpretation Section of the CIS Code or have a relationship with the Manager, adviser or other party/parties whom the property fund is transacting with which, in the opinion of the trustee/BOD, would interfere with the Independent Expert's ability to render an independent and professional opinion on the fairness and reasonableness of the transaction(s);

(c) disclose to the trustee/BOD any pending business transactions, contracts under negotiation, other arrangements with the Manager, adviser or other party/parties whom the property fund is transacting with and other factors that would interfere with the Independent Expert's ability to render an independent and professional opinion on the fairness and reasonableness of the transaction(s). The trustee/BOD should then take such disclosure into account when deciding whether the person concerned is sufficiently independent to act as the Independent Expert for the interested-party transaction(s); and

(d) have the necessary expertise and experience, in the opinion of the trustee/BOD, to form an opinion on the fairness and reasonableness of such transactions.

6.6 Paragraphs 6.1 to 6.5 do not prohibit a property fund from engaging an interested party as property management agent or marketing agent for the scheme's properties provided that any fees or commissions paid to the interested party are at not more than market rates.

7 Permissible Investments

7.1 Subject to the restrictions and requirements in paragraphs 8.1 to 8.7, a property fund may only invest in:

(a) Real estate, be it freehold, leasehold and/or as joint owner, and whether in or outside Singapore[10];

(b) Real estate-related assets, wherever the issuers/assets/securities are incorporated/located/issued/traded;

(c) Listed or unlisted debt securities and listed shares of or issued by local or foreign non-property corporations;

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(10) In respect of investments in Singapore, a property trust should comply with the provisions of the Residential Property Act.

(d) 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; and

(e) Cash and cash equivalent items.

7.2 A property fund may invest in local or foreign assets, subject to the terms of its trust deed or its memorandum and articles of association. Where an investment in a foreign real estate asset is made, the Manager should ensure that the investment complies with all the applicable laws and requirements in that foreign country, for example, those relating to foreign ownership and good title to that real estate.

7.3 When investing in leasehold properties, the Manager should consider the remaining term of the lease, the objectives of the property fund, and the lease profile of the property fund's existing property portfolio.

7.4 When investing in real estate as a joint owner (in the case of direct ownership) or a shareholder (in the case of an unlisted company), the Manager should take into account whether the property fund can divest its investment within a reasonable period of time and, in the case of real estate, at a reasonable price as defined in paragraph 9.5.

7.5 Financial derivatives may only be used for the purpose of:

(a) hedging existing positions in a portfolio; or

(b) EPM, provided that derivatives are not used to gear the overall portfolio.

8 Restrictions and Requirements on Investments/Activities

8.1 A property fund should not engage or participate in property development activities whether on its own, in a joint venture with others, or by investing in unlisted property development companies. For this purpose, property development activities do not include refurbishment, retrofitting and renovations.

8.2 A property fund should not invest in vacant land and mortgages (except for mortgage-backed securities). Subject to paragraph 8.1, this prohibition does not prevent a property fund from buying real estate to be built on vacant land that has been approved for development.

8.3 A property fund should comply with the following restrictions/requirements:

(a) Subject to paragraph 8.6, at least 35% of the property fund's deposited property should be invested in real estate. A new scheme will be given 24 months from the close of the first launch/offer to comply with this requirement;

(b) At least 70% of the property fund's deposited property should be invested, or proposed to be invested, in real estate and real estate-related assets;

(c) Investments in uncompleted(11) non-residential property developments in Singapore or uncompleted property developments outside Singapore should not exceed 20% of the property fund's deposited property;

(d) In paragraph 8.3(c), not more than 10% of the property fund's deposited property can be invested in uncompleted property developments by a single developer(12); and

(d) For investments in listed or unlisted debt securities and listed shares of or issued by property and non-property corporations (local or foreign) and other locally-registered/incorporated property funds, not more than 5% of the property fund's deposited property can be invested in any one issuer's securities or any one manager's funds. A corporation and its subsidiary companies are regarded as one issuer or manager.

(11) An uncompleted property is one that has not been granted a Temporary Occupation Permit or equivalent by the relevant authorities.

(12) For the purpose of this paragraph, the value of the investment refers to the contracted purchase price and not the value of progress payments made to date.

8.4 In particular, investments in other property funds under paragraph 8.3(e) should not be made with a view to circumventing the letter or spirit of the prohibition on interested-party transactions set out in paragraphs 6.1 to 6.6.

8.5 The investment restrictions/requirements in paragraphs 8.3(c), (d) and (e) are applicable at the time the transactions are entered into. A property fund is not required to divest any assets that breach the restrictions/requirements if such breaches were a result of:

(a) the appreciation or depreciation of the value of the property fund's assets;

(b) any redemption of units or distributions made from the property fund; or

(c) in respect of investments in listed shares of or issued by property and non-property corporations (local or foreign), any changes in the total issued nominal amount of securities arising from rights, bonuses or other benefits that are capital in nature.

8.6 Where as a result of divestment or new issue of units by the property fund, a scheme's investments in real estate fall below 35% of its deposited property, the scheme should increase the proportion of its real estate investments to 35% within:

(a) 12 months if the real estate investments fall to a level between 20% and 35% of the property fund's deposited property; or

(b) 24 months if the real estate investments fall below 20% of the property fund's deposited property.

8.7 Para 8.6 would not apply if:

(a) in the case of divestment, the property fund offers to return (by way of redemption above the 10% minimum required in paragraph 10.7) or distributes *at least* 70% of the proceeds of the divestment in cash within 12 months (in the case of paragraph 8.6(a)) and 24 months (in the case of paragraph 8.6(b));

(b) in the case of a new issue of units, the property fund offers to return *at least* 70% of the subscription moneys received from such new issue within 12 months (in the case of paragraph 8.6(a)) and 24 months (in the case of paragraph 8.6(b)); or

(c) in the case of either divestment or new issue of units, the property fund is in the process of being wound up.

9 Valuation of the Property Fund's Real Estate Investments

9.1 A full valuation of each of the property fund's real estate assets should be conducted by a valuer *at least* once a year, in accordance with any applicable Code of Practice for asset valuations.

9.2 Where the Manager proposes to issue new units for subscription or redeem existing units, a valuation of all the scheme's real estate assets should be conducted by a valuer *unless* the asset(s) has/have been valued not more than 6 months ago (based on the date of the valuation report). In the case of a property fund constituted as a trust, where the manager offers to redeem units more than once a year (in accordance with paragraphs 11.1 to 11.10), only one of these redemption offers should be based on a full valuation; the other redemption offer(s) may be based on desktop valuations.

9.3 A valuer for the purpose of paragraph 9, be it for a full or desktop valuation, should:

(a) not receive payments of more than $200,000 aggregated over the current financial year from the Manager, adviser or the other party/parties whom the property fund is contracting with. For the avoidance of doubt, this does not include fees paid by the property fund to the valuer for valuation work undertaken for the scheme;

(b) not be a related corporation of or have a relationship with the Manager, adviser or other party/parties whom the property fund is contracting with which, in the opinion of the trustee/BOD, would interfere with the valuer's ability to give an independent and professional valuation of the property;

(c) disclose to the trustee/BOD any pending business transactions, contracts under negotiation, other arrangements with the Manager, adviser or other party/parties whom the property fund is contracting with and other factors that would interfere with the valuer's ability to give an independent and professional valuation of the property. The trustee/BOD should then take such disclosure into account when deciding whether the person concerned is sufficiently independent to act as the valuer for the property fund;

(d) be authorised under any law of the state or country where the valuation takes place to practice as a valuer;

(e) have the necessary expertise and experience in valuing properties of the type in question and in the relevant area; and

(f) not value the same property for more than 2 consecutive years.

9.4 For the avoidance of doubt, an adviser appointed by the Manager pursuant to paragraph 4.1(b) should not value the properties that it recommends to be bought or sold by the property fund. However, that adviser may value the property after it has been acquired by the scheme.

9.5 Subject to paragraph 6.1(d) in respect of interested-party transactions, a property fund should purchase or sell real estate assets at a reasonable price. A ''reasonable price'' means:

(a) in the case of acquisitions, a price not more than 110% of the value assessed in a valuation report (valuer to be commissioned by the scheme) which is not more than 6 months old; or

(b) in the case of disposals, a price not less than 90% of the value assessed in a valuation report (valuer to be commissioned by the scheme) which is not more than 6 months old.

9.6 For the purpose of paragraph 9.5, the date of acquisition or disposal means the date of the sale and purchase agreement. Where there is more than one valuation conducted by more than one valuer for the same real estate asset, the Manager should use the average of the assessed values.

9.7 Where a real estate asset is to be bought or sold at a price other than that specified in paragraph 9.5, *prior approval* should be obtained from the trustee/BOD.

9.8 Notwithstanding paragraphs 9.1 and 9.2, a valuation of the property fund's real estate assets may be conducted if the trustee/BOD or Manager is of the opinion that it is in the best interest of participants to do so.

10 Borrowing Limits

10.1 Borrowings may be used for investment or redemption purposes. A property fund may mortgage its assets to secure such borrowings.

10.2 The total borrowings of a property fund should not exceed 35% of the fund's deposited property.

(a) New borrowings not intended for the purchase of new property should not be incurred if doing so would result in the total borrowings of the property fund exceeding 35% of the deposited property immediately before the borrowing is incurred.

(b) If the borrowings are to be used to fund partly or wholly the purchase of a new property, the value of the deposited property used for determining the 35% limit may include the value of the new property that is being purchased, provided that:

(i) the borrowings are incurred on the same day as that on which the purchase of the property is completed; OR if the borrowings are incurred before the purchase of the property is completed, those borrowings are kept in a separate bank account that is established and kept by the property fund solely for the purpose of depositing such monies;

(ii) the monies raised by such borrowings are utilised solely for the purchase of the property including related expenses such as stamp duties, legal fees and fees of experts and advisers (all of which must be determined on an arm's length basis) and for no other purpose; and

(iii) if borrowings are incurred before the new property is purchased and the manager subsequently becomes aware or ought reasonably to have become aware that the purchase will not take place, the manager must return the monies raised by such borrowings as soon as practicable.

10.3 The borrowing limit is not considered to be breached if due to circumstances beyond the control of the manager the following occurs:

(a) a depreciation in the asset value of the property fund; or

(b) any redemption of units or payments made from the property fund.

If the borrowing limit is exceeded as a result of (a) or (b) above, the manager should not incur additional borrowings.

10.4 Notwithstanding paragraph 10.2, a property fund may borrow more than 35% of the fund's deposited property if:

(a) all the borrowings (including the new borrowings) by the property fund are made via borrowings[13] which are rated at least A (including any sub-categories or gradations therein) by Fitch Inc., Moody's or Standard and Poor's taking into account the new borrowings; or

(b) the credit rating of the property fund itself is at least A (including any sub-categories or gradations therein) by Fitch Inc., Moody's or Standard and Poor's taking into account the new borrowings.

10.5 If the ratings in 10.4(a) and (b) subsequently fall below A (including any sub-categories or gradations therein) due to property market conditions which lead to a fall in property values or income, no corrective action need be taken, but the property fund should not incur additional borrowings.

10.6 The property fund should not change the composition of its properties after the borrowings are incurred if doing so would result in a downgrade of the ratings to below A (including any sub-categories or gradations therein) by Fitch Inc., Moody's or Standard and Poor's.

10.7 Where the requisite ratings in 10.4(a) and (b) are proposed to be obtained through a credit enhancement (*e.g.* a guarantee), the Authority should be consulted in advance.

11 Redemption Requirements

11.1 This section applies *only* to property funds which are constituted as trusts.

11.2 Where a listed property fund provides for redemption, units should be redeemed in accordance with paragraphs 11.4 and 11.5. Such an offer to redeem units should be made known publicly to investors through the SGX at least 14 calendar days before the offer is posted.

11.3 In respect of unlisted property funds, Managers should offer to redeem units *at least* once a year in accordance with paragraphs 11.4 and 11.5.

11.4 Any offer to redeem units pursuant to paragraph 11.2 or 11.3 should be sent to participants with adequate notice, and should state:

(a) the indicative price at which each unit will be redeemed;

(b) the period during which the offer will remain open (this period should last for *at least* 21 calendar days, but in no case should it remain open for more than 35 calendar days, after the offer is made);

(c) the assets and/or borrowings that will be used to satisfy the minimum amount of redemption requests stipulated in paragraph 11.5 or a greater amount proposed by the Manager, as the case may be. In the case of non-cash assets, the amount of money that is expected to be available from the sale of such assets should be stated;

(d) subject to the minimum amount stipulated in paragraph 11.5, that if the money available (from cash, sale of non-cash assets and/or borrowings earmarked in sub-paragraph (c)), is insufficient to satisfy all redemption requests, the requests are to be satisfied on a pro-rata

(13) Bonds, notes, syndicated loans, bilateral loans or other debt. Bonds/notes may be issued, directly by the fund or indirectly via a special purpose vehicle.

basis. For this purpose, no redemption requests made pursuant to the offer may be satisfied until after the close of the offer period;

(e) that the actual price at which the units will eventually be redeemed (as determined by reference to the latest valuations available of the property fund's portfolio of assets after deducting appropriate transaction costs) may differ from the indicative price in sub-paragraph (a) due to changes in the values of the property fund's assets during the offer period;

(f) that the participant should elect, at the same time, whether or not he wishes to proceed with the redemption if his entire redemption request cannot be met; and

(g) that redemption requests made pursuant to the offer will be satisfied within 30 calendar days after the closing date of the offer. Such period may be extended to 60 calendar days after the closing date of the offer if the Manager satisfies the trustee/BOD that such extension is in the best interest of the property fund. The redemption period may be extended beyond 60 calendar days after the closing date of the offer if such extension is approved by participants.

11.5 In respect of any offer to redeem units pursuant to paragraphs 11.2, 11.3 and 11.6, *at least* 10% of the property fund's deposited property should be offered. Where the total amount of redemption requests received by the Manager is for less than 10%, all redemption requests should be met in full.

11.6 Subject to paragraph 11.8, where a property fund listed on the SGX:

(a) has been suspended from trading for *at least* 60 consecutive calendar days; or

(b) has been delisted from the SGX;

the Manager should, within 30 calendar days from the date of the specified event, offer to redeem units in accordance with paragraphs 11.4 and 11.5.

11.7 In the case of the specified event in paragraph 11.6(a), the Manager should announce such offer publicly not later than the 16th calendar day after the date of the specified event. For the purpose of paragraph 11.6(b), the offer should remain open for such period (of between 21 and 35 calendar days) as stipulated by the Manager or until such time as the units resume trading on the SGX, whichever is the earlier. This should be specifically disclosed in the offer notice to participants.

11.8 Where trading suspension in the units of a listed property fund is lifted within 30 calendar days after the date of the specified event in paragraph 11.6(a), the Manager need not proceed to make an offer to redeem the units, or if the Manager has announced an offer to redeem before trading suspension is lifted, the offer can be withdrawn. This should be specifically disclosed in the offer notice to participants.

11.9 Where trading suspension in the units of a listed property fund is lifted after the offer period to redeem units has commenced, the Manager should satisfy all redemption requests which have been received prior to the date the trading suspension is lifted. For the avoidance of doubt, the Manager will not be obliged to satisfy those redemption requests received after the date the trading suspension is lifted. This should be specifically disclosed in the offer notice to participants(14).

11.10 Where a listed property fund continues to be suspended indefinitely or has been delisted from the SGX, the Manager should offer to redeem units *at least* once a year after the first offer to redeem units as specified in paragraph 11.6 has closed, *i.e.* the property fund will be treated as an unlisted property fund after such closing date.

12 Disclosure Requirements

12.1 Paragraph 3.3(b), 4.2(b), 7.1 and 7.2 of the CIS Code (in respect of the sending, preparation and content of semi-annual reports) will not apply to a property fund.

(14) See Annex 2a for some examples illustrating how the requirements in paragraphs 11.6 to 11.9 work in relation to a listed property fund that has been continuously suspended from trading for 60 calendar days.

12.2 An annual report should be prepared by the manager at the end of each financial year, disclosing:

(a) details of all real estate transaction(s) entered into during the year, including the identity of the buyer(s)/seller(s), purchase/sale price(s), and their valuation(s) (including the method(s) used to value the asset(s));

(b) details of all the property fund's real estate assets, including the location of such assets, their purchase prices and latest valuations, rentals received and occupancy rates, and/or the remaining term(s) of the property fund's leasehold property(ies) (where applicable);

(c) in respect of the other assets of a property fund, details of the:

(i) 10 most significant holdings (including the amount and percentage of fund size at market valuation); and

(ii) 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.);

(d) details of the property fund's exposure to 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;

(e) details of the property fund's investment in other property funds, including the amount and percentage of total fund size invested in;

(f) details of borrowings of the property fund;

(g) the total operating expenses of the property fund, including all fees and charges paid to the Manager, adviser and interested parties (if any), and taxation incurred in relation to the scheme's real estate assets;

(h) the performance of the property fund in a consistent format, covering various periods of time (*e.g.* 1-year, 3-year, 5-year or 10-year) whereby:

(i) in the case of an unlisted property fund, such performance is calculated on an "offer to bid" basis over the period(15); or

(ii) in the case of a listed property fund, such performance is calculated on the change in the unit price transacted on the stock exchange over the period(16).

Calculation of scheme performance should include any dividends/distributions made assuming that they were reinvested into the property fund on the day they were paid out(17);

(i) its NAV per unit at the beginning and end of the financial year; and

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(15) For the purpose of comparing the property trust's performance with an index or other property funds, such comparisons should be made based on the requirements set out in Regulation 25 of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2002.

(16) This should be based on the closing price on the last day of the preceding reporting period (or in the case of a new fund, the opening price on the first day of trading) compared with the closing price on the last day of the current period.

(17) The price at which dividends/distributions are assumed to be reinvested should be the bid price (in the case of an unlisted property fund) or the closing price of the unit traded on SGX (in the case of a listed property fund) on the ex-dividend or ex-distribution date.

(j) where the property fund is listed, the unit price quoted on the exchange at the beginning and end of the financial year, the highest and lowest unit price and the volume traded during the financial year.

12.3 The Third Schedule of the SFR requires the prospectus to disclose the risks specific to investing in property funds. Some examples of such risks (list is not exhaustive; to be explained in relation to the property fund being offered, where appropriate) include the following:

(a) *Diversification* — Property funds tend to be less well-diversified than general securities fund.

(b) High gearing — Property funds tend to be more highly geared than general securities funds. This could be risky if interest rates rise sharply.

(c) *Valuation* — Property valuation, which affects the offer price of units in a property fund, is subjective.

(d) *Illiquidity of properties* — The underlying properties in a property fund are often illiquid. Property may have to be sold to make distributions if market conditions change, or to meet redemptions if the fund is unlisted or delisted; the property fund may be unable to do this expediently where the need arises.

THE REQUIREMENT TO REDEEM UNITS OF A LISTED PROPERTY FUND THAT HAS BEEN CONTINUOUSLY SUSPENDED FROM TRADING FOR 60 CALENDAR DAYS

Date	
D/MM/YY	The first day when units of a listed property fund are suspended from trading on the SGX.
D + 60 days	On the 60th day that units of the listed property fund have been continuously suspended, the requirement in paragraph 11.6 (a) is triggered.
D + 76 days	The last day for the Manager to announce publicly that an offer to redeem units will be made in 14 days' time, in compliance with paragraph 11.6 (a).
D + 90 days	The last day for the Manager to make an offer to redeem units, i.e. the offer period should begin by this date, as required by paragraph 11.6 (a).
D + 111 days	The offer to redeem units should be open at least until this date (assuming the units continue to be suspended from trading on the SGX), i.e. the offer should remain open for at least 21 days, but in no case should it remain open for more than 35 days.
D + 141 days	The last day for the Manager to pay those participants who have requested redemptions during the offer period [assuming the offer period is open for the minimum 21 days stipulated in paragraph 11.4 (b)], *unless* the payment period has been extended with the approval of the trustee/BOD or participants, as the case may be.

The above timeline governs redemptions set out in paragraphs 11.6(a), 11.7 to 11.9 of these Guidelines, i.e. for a listed property fund that has been continuously suspended from trading for 60 calendar days. The following examples illustrate how the timeline works in various scenarios.

Scenario 1:

Where trading suspension in the units of a listed property fund is lifted between the period (D + 60 days) and (D + 76 days):

- the Manager need not announce or make an offer to redeem units.

Scenario 2:

Where trading suspension in the units of a listed property fund is lifted between the period (D + 76 days) and (D + 90 days), i.e. after the Manager has announced its offer to redeem units:

- the Manager need not proceed to make an offer to redeem units, or if the Manager has announced an offer to redeem before trading suspension is lifted, the offer can be withdrawn.

Scenario 3:

Where trading suspension in the units of a listed property fund is lifted between the period (D + 90 days) and (D +111 days), i.e. after the offer period to redeem units has commenced:

- the Manager will be obliged to satisfy all such redemption requests as have been received prior to the date the trading suspension is lifted.

Scenario 4:

Where trading suspension in the units of a listed property fund is lifted after (D + 111 days), i.e. after the close of the offer period:

- the offer period (either in full or pro-rated if the requests received are more than the minimum amount stipulated in paragraph 11.5).

LIST OF PRESENT AND PAST PRINCIPAL DIRECTORSHIPS OF DIRECTORS AND EXECUTIVE OFFICERS

(A) DIRECTORS OF THE MANAGER

(1) MR PAUL MA KAH WOH

Current Directorships

Asia General Holdings Limited
Asia Insurance Company Limited
Golden Harvest Entertainment (Holdings) Limited (incorporated in Bermuda)
Mapletree Investments Pte Ltd
SMRT Corporation Ltd
The Asia Life Assurance Society Limited
The JobCatch.com Pte Ltd

Past Directorships (for a period of five years preceding 30 April 2005)

Kapient (S) Pte Ltd
KPMG Business Advisory Pte. Ltd.
KWM Investment Pte Ltd

(2) MR WONG MENG MENG

Current Directorships

Antara Koh Development (V) Pte Ltd
Clifford Chance Wong Pte. Ltd.
Far Eastern Bank Limited
Hi-P International Limited
ICB (2002) Limited
Mapletree Investments Pte Ltd
SembCorp Utilities Pte Ltd
The Dynasty Corporation (S) Pte Ltd
United Overseas Bank Limited
Wong Partnership
WOPA Services Limited (Incorporated in the Union of Myanmar) (In Voluntary Liquidation)
WOPA Services Pte Ltd

Past Directorships (for a period of five years preceding 30 April 2005)

Harimau Investments Limited (Company liquidated on 3 June 2003)

(3) MR NG QUEK PENG

Current Directorships

AEM-Evertech Holdings Ltd
Halcyon Capital Pte. Ltd.
Jurong Engineering Limited
Lasseters International Holdings Limited

Past Directorships (for a period of five years preceding 30 April 2005)

Fraser Financial Planners Pte Ltd
Fraser Securities Pte Ltd

(4) MR CHEAH KIM TECK

Current Directorships

Autofleet Pacific Pte. Ltd.
Automobile Holdings (Thailand) Co., Ltd

Past Directorships (for a period of five years preceding 30 April 2005)

Cycle & Carriage. Fulco Motor Dealer Pte Ltd
Singapore Pools (Private) Limited.

(4) MR CHEAH KIM TECK

Current Directorships

Cycle & Carriage Auto Services Pte. Ltd.
Cycle & Carriage Automotive Pte Limited
Cycle & Carriage Bintang Bhd
Cycle & Carriage Industries Pte. Limited
Cycle & Carriage Kia Pte Ltd
Cycle & Carriage Mitsu (Thailand) Co., Ltd.
Cycle & Carriage Motor Dealer Pte Ltd
Cycle & Carriage Pte. Limited
Cycle & Carriage (Thailand) Co., Ltd
DaimlerChrysler Malaysia Sdn Bhd
Jardine Cycle & Carriage Limited
Motormart Enterprises Pte Ltd
PT Tunas Ridean Tbk
Republic Auto Pte Ltd
Singapore Sports Council
Singapore Totalisator Board
Singapore Turf Club
Trek 2000 International Ltd
UMF (Singapore) Limited

Past Directorships (for a period of five years preceding 30 April 2005)

UMF (Singapore) Limited
Wah Shing International Holdings Ltd
(a company incorporated in Hong Kong)

(5) MR ZAFAR MOMIN

Current Directorships

The Boston Consulting Group

Past Directorships (for a period of five years preceding 30 April 2005)

None

(6) MR HIEW YOON KHONG

Current Directorships

Bayard Capital Partners Pty Limited
Birchtree Fund Investments Private Limited
Capfin MR1 Sdn. Bhd.
CapitaLand Financial Ltd
CapitaMall Trust Management Limited
Changi Airport Managers and Partners (Singapore) Pte Ltd
China Merchants China Direct Investments Limited
Double Helix Pte Ltd
Finalyson Fund Investments Pte Ltd
Fullerton Fund Investments Pte Ltd
Fullerton (Private) Limited
Havelock Fund Investments Pte Ltd
Hong Lim Fund Investments Pte Ltd
Mapletree Capital Management Pte. Ltd.
Mapletree Investments Pte Ltd
Mapletree Mezzanine Managers Pte. Ltd.
Mapletree Treasury Services Limited

Past Directorships (for a period of five years preceding 30 April 2005)

Alexandrite Land Pte Ltd
Areca Investment Pte Ltd
Australand Holdings Limited (now known as Ausprop Holdings Limited)
Bayshore Development Group Limited
Canary Riverside Development Pte Ltd
Canary Riverside Estate Management Limited
Canary Riverside Estate Pte Ltd
Canary Riverside Holdings Pte Ltd
Canary Riverside Hotel Pte Ltd
Canary Riverside Investments Pte Ltd
Canary Riverside Properties Pte Ltd
CapitaLand China Holdings (Commercial) Pte Ltd
CapitaLand Commercial and Integrated Development Limited
CapitaLand Financial Investments Pte. Ltd.
CapitaLand Financial Services Limited
CapitaLand Fund Investment Pte Ltd

(6) MR HIEW YOON KHONG

Current Directorships

Merlion India Fund I Limited
Merlion India Fund II Limited
Merlion India Managers Ltd
Seletar Fund Investments Pte Ltd
Sentosa Development Corporation
Singapore Changi Airport Enterprise Pte Ltd
The Harbourfront Pte Ltd
T.H.eVenture Fund Pte Ltd
V-Sciences Fund Investments Pte Ltd
V-Sciences VDH Fund Investments Pte. Ltd.
Yewtree Fund Investments Private Limited

Past Directorships
(for a period of five years preceding 30 April 2005)

CapitaLand Fund Management Limited
CapitaLand (Industrial) Investments Pte Ltd
CapitaLand-Raffles Properties Pte Ltd
CapitaLand RECM Pte. Ltd.
CapitaLand Residential Limited
CapitaLand Retail Management Pte Ltd
CapitaLand UK Holdings Limited
CapitaLand UK Management Limited
CapitaLand (U.K.) Pte Ltd
CFL Capital Management Sdn. Bhd.
China Club Investment Pte Ltd
CL Moorgate Limited
Clarke Quay Pte Ltd
CR Hotel Investment Pte Ltd
Eureka Office Fund Pte Ltd
FSCR Investment Pte Ltd
FSCR Hotel (UK) Limited
Grand Design Development Limited
I. P. Real Estate Asset Management (Asia) Pte Ltd
I. P. Real Estate Asset Management (Guernsey) Limited
I.P. Property Fund Asia (S2) Limited
Jurong West Land Pte Ltd (now known as Natrolite Pte. Ltd.)
Onesentral Park Sdn Bhd
pFission Pte Ltd
PL Residential Capital Limited (now known as Jade Capital Limited)
PL Residential Treasury Limited (now known as CapitaLand Bond Limited)
PREMAS Property Consultants (Shanghai) Co. Ltd
Raffles Holdings Limited
Raffles Holdings (1995) Pte Ltd
Silverlac Investments Ltd
Singapore-Suzhou Township Development Pte Ltd
Somerset International Holdings Pte Ltd
Somerset Heritage Pte Ltd
Somerset Land Pte Ltd
Somerset Capital Pte Ltd
Somerset Holdings Limited
Splendid Path Limited
ST Property Investments Pte Ltd
Stamford Holdings Pte Ltd (now known as CapitaLand Treasury Limited)
The Ascott Group Limited
The Ascott Holdings Limited
Tmall Limited

(6) MR HIEW YOON KHONG

Current Directorships

Past Directorships (for a period of five years preceding 30 April 2005)

United Malayan Land Berhad
Westbond Investments Pte Ltd
Woodsvale Land Pte Ltd

(7) MR TAN BOON LEONG

Current Directorships

Bougainvillea Realty Pte Ltd
Cantonment Realty Pte Ltd
HarbourFront One Pte Ltd
HarbourFront Two Pte Ltd
HarbourFront Three Pte Ltd
HarbourFront Four Pte Ltd
HarbourFront Five Pte. Ltd.
HarbourFront Six Pte Ltd (now known as HarbourFront Centre Pte. Ltd.)
HarbourFront Eight Pte Ltd
HarbourFront Dalian Pte. Ltd.
Heliconia Realty Pte Ltd
HF (USA) Inc (incorporated in USA)
Mangrove Pte. Ltd.
Mapletree Capital Management Pte. Ltd.
Mapletree Mezzanine Managers Pte. Ltd.
Mapletree Real Estate Funds Pte. Ltd.
Mapletree Treasury Services Limited
PSA (USA) Inc (incorporated in USA)
Sienna Pte. Ltd.
St James Power Station Pte. Ltd.
The HarbourFront Pte Ltd
VivoCity Pte. Ltd.

Past Directorships (for a period of five years preceding 30 April 2005)

Ascendas Holdings (Manila) Pte Ltd
Ascendas-Xinsu Development (Suzhou) Co Ltd
Asean Bintulu Fertilizer Sdn Bhd
Australand Holdings Limited (now known as Ausprop Holdings Limited)
Avondale Properties Limited
Beijing Hong Gong Garden Villa House
Property Development Co Ltd
Bintan Lagoon Resort Ltd
Catalyst Enterprises
China-Singapore Suzhou Industrial Park Development Co., Ltd (Singapore Branch)
Citra-Ricovale Investments Pte Ltd
Cress Limited
Crown Million Enterprises Ltd
Crown Pacific Development (Private) Limited
Gasin (Suzhou) Property Development Co Ltd
Germiston Developments Limited
Hard Rock Hotels & Resorts Management Pte Ltd
Hua Li Holdings Pte Ltd
Hua Qing Holdings Pte Ltd
Hua Yuan Holdings Pte Ltd
International Development & Consultancy Corpn Pte Ltd
JTCI Industrial Holdings (Bangkok) Pte Ltd
Keppel Infrastructure Pte Ltd
Keppel Regional Infrastructure Pte Ltd
Kingsdale Development Pte Ltd
Kunming Yunxin Tourist Development Co Ltd
LCD (Vietnam) Pte Ltd
Mapletree Investments Pte Ltd
Marina Centre Holdings Private Limited
MCH Holdings (Shanghai) Pte Ltd
MCH Services (Sydney) Pte Ltd
Plumtree Investments Pty Ltd
Prestige Landmark Pte Ltd
PT Bintan Lagoon
PT Purimas Straits Resorts
Regional Infrastructure Management Pte Ltd
Ricovale Pte Ltd
Ricovale-Citra Management Pte Ltd

(7) MR TAN BOON LEONG

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
	SembCorp Gas Pte Ltd
	SembCorp Parks Management Pte Ltd
	Shanghai Hua Li Real Estate Development Co., Ltd
	Shanghai Hua Qing Real Estate Development Co Ltd
	Shanghai Merchant Court Hotel Company Ltd
	Shanghai Pudong Xinxiang Real Estate Development Co. Ltd
	Singa Infrastructure Management Pte Ltd
	Singapore Cruise Centre Pte. Ltd.
	Singapore Suzhou Industrial Holdings Pte Ltd
	Singapore-Suzhou Township Development Pte Ltd
	Singapore-Wuxi Investment Holdings Pte Ltd
	Sing-Mas Investments Pte Ltd
	South East Asia Property Co Ltd
	Suzhou Property Development Pte Ltd
	The China Water Company Ltd
	Union Charm Development Limited
	Vietnam Singapore Industrial Park Pte Ltd
	Vietnam-Singapore Industrial Park J.V. Co Ltd
	Wesclove Investments Pte Ltd
	Wuxi Garden City Mall Hotel Co., Ltd
	Wuxi International Management Services Pte Ltd
	Wuxi-Singapore Industrial Park Development Co Ltd

(8) MR CHUA TIOW CHYE

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
HarbourFront Dalian Pte. Ltd.	Alexandra Distripark Pte Ltd
HarbourFront Six Pte Ltd	Alexandra Terrace Pte Ltd
Mapletree Logistics Properties Pte. Ltd.	Almeida Properties Limited
Mapletree Trustee Pte. Ltd.	Ankotech International Limited
	Aranda Limited
	Ascendas Holdings (Manila) Pte Ltd
	Ascendas Investment Pte Ltd
	Ascendas Land International Pte Ltd
	Ascendas Land (Singapore) Pte Ltd
	Ascendas Utilities Pte Ltd
	Ascendas (China) Pte Ltd
	Ascendas (Philippines) Corporation
	Beijing Gang Lu Real Estate Development Co., Ltd.
	Beijing Golden Voyage Electronic Technology Co Ltd
	Belview Limited

(8) MR CHUA TIOW CHYE

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
	Best Keeping Resources Limited
	Best Ridge Investment Limited
	Billion Property Limited
	Bohan Limited
	Carmelray-JTCI Corporation
	Century Development Corporation
	Chaton Limited
	CIP II Power Corporation
	Citicom Limited
	Continental Property Pte Ltd
	CPL Investments Limited
	CyberCity Investments Limited
	Cyber Star International Limited
	Eagle Capital Investment Limited
	Easykeys Limited
	E-Commerce Technology Limited
	E-Ventures Limited
	Fairway Resources Limited
	Fairyland Venture Limited
	Fortune Top Properties Limited
	Future Way Consultants Limited
	Global Trip Resources Limited
	Glory Honour Development Limited
	Grand Power Resources Limited
	Great Project Properties Limited
	Great Project Property Limited
	Greenhill Venture Limited
	Grenville Developments Limited
	HarbourFront Eight Pte Ltd
	HarbourFront Five Pte. Ltd.
	HarbourFront Four Pte Ltd
	HarbourFront Three Pte Ltd
	HarbourFront Two Pte Ltd
	Headland Venture Limited
	Heliconia Realty Pte Ltd
	HF (USA) Inc.
	Hing Kong Administration Limited
	Hing Kong Development (China) Limited
	Hing Kong Development (Hong Kong) Limited
	Hing Kong Energy Limited
	Hing Kong Estate Agents Limited
	Hing Kong Finance Limited
	Hing Kong Investment (Hong Kong) Limited
	Hing Kong Investment (China) Limited
	Hing Kong Investments (Dalian) Limited
	Hing Kong Holdings Limited
	Hing Kong PRC Investments Limited
	Hing Kong Properties (China) Limited
	Hing Kong Properties (Hong Kong) Limited
	Hing Kong Properties (International) Limited

(8) MR CHUA TIOW CHYE

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
	Hing Kong Property Management Limited
	Hing Kong Secretaries Limited
	Hing Kong Technology Limited (formerly Encore Resources Limited)
	Hing Kong (Nominees) Limited
	Ideal Investment Holdings Private Limited
	Information Technology Park Investment Pte Ltd
	Information Technology Park Limited
	JTCI Development (Philippines) Corporation
	JTCI Industrial Holdings (Bangkok) Pte Ltd
	JTCI Overseas Pte Ltd
	Karimun Investment Holdings Pte Ltd
	KK-JTCI (Thailand) Co. Ltd
	Limbo Enterprises Limited
	Longbarn International Limited
	Longshine Assets Limited
	Master Glory Development Limited
	Maxwin Holdings Limited
	Million Wealth Development Limited
	Mutual Forever Investment Limited
	New Digital Associates Limited
	Nova Network Holdings Limited (Cayman)
	Pacificwide Holdings Limited
	Poly-Strong Development Limited
	Prosper Advance Investments Limited
	PT Batamindo Investment Corporation
	PT Bintan Inti Industrial Estate
	PT Gerbang Teknologi Cikarang
	RBF Development Corporation
	Readworld.com Corporation (Cayman)
	ReadWorld.com Limited
	Rich Ocean Development Limited
	SembCorp Parks Management Pte Ltd
	Shun Yick Kee Limited
	Singapore Cikarang Investments Pte Ltd
	Singapore-Wuxi Investment Holdings Pte Ltd
	Singapore Suzhou Industrial Holdings Pte Ltd
	Smart Property Limited
	Sound Trade Limited
	Stanford Global Link Corporation (California)
	St James Power Station Pte. Ltd.
	Super Speed Enterprises Limited
	Tenways Investments Limited
	The 8th Network Corporation (Cayman)
	Tinet Limited
	VCC iCapital Limited
	VCC iVenture Limited
	Vietnam Singapore Industrial Park Pte Ltd
	Vietnam-Singapore Industrial Park JV Co. Ltd
	Vision Business Park Management Services

(8) MR CHUA TIOW CHYE

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
	Limited
	Vision Business Park Marketing Services Limited
	Vision Business Park (Beijing) Investments Limited
	Vision Business Park (TH) Limited
	Vision Century Administration Limited
	Vision Century Capital Limited
	Vision Century Corporation Limited
	Vision Century Development (China) Limited
	Vision Century Development (Hong Kong) Limited
	Vision Century Energy Limited
	Vision Century Estate Agents Limited
	Vision Century Finance Limited
	Vision Century Investments (China) Limited
	Vision Century Investments (Dalian) Limited
	Vision Century Investment (Hong Kong) Limited
	Vision Century Pte. Ltd.
	Vision Century PRC Investments Limited
	Vision Century Properties (China) Limited
	Vision Century Properties (Hong Kong) Limited
	Vision Century Properties (International) Limited
	Vision Century Property Management Limited
	Vision Century Real Estate Development (Dalian) Co., Ltd.
	Vision Century Secretaries Limited
	Vision Century Technology Limited
	Vision Century (Nominees) Limited
	Vision Great Investment Limited
	Vision Huaqing Beijing Development Co., Ltd.
	Vision Shenzhen Business Park
	Vista Real Estate Investments Pte Ltd *(incorporated in USA)*
	VivoCity Pte. Ltd.
	Wide Best Development Limited
	Wintime Property Developments Limited
	Wiseman Venture Limited
	Wuhu Baoda Electric-Power Development Corp. Ltd
	Wuxi Garden City Mall Hotel Co Ltd
	Wuxi International Management Services Pte Ltd
	Wuxi-Singapore Industrial Park Development Co Ltd
	Yechain Development Limited
	賽合投資咨詢（深圳）有限公司 (CI Shenzhen)
	慧科管理咨詢有限公司 (8th Network China)

(B) EXECUTIVE OFFICERS OF THE MANAGER

(1) RICHARD LAI

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
Simpulan Ria Sdn Bhd Takrif Permata Sdn Bhd	None

(2) PANG HUI SIANG

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
Dilys Rae Associates (S) Pte Ltd	None

(3) WONG KIT PENG

Current Directorships	Past Directorships (for a period of five years preceding 30 April 2005)
None	Interisland Marketing Services Pte Ltd Marketing and Consultancy Services International Pte Ltd

MANAGER OF MAPLETREE LOGISTICS TRUST

Mapletree Logistics Trust Management Ltd.
1 Maritime Square,
#13-01 HarbourFront Centre,
Singapore 099253

JOINT FINANCIAL ADVISERS, UNDERWRITERS AND BOOKRUNNERS

DBS Bank Ltd
6 Shenton Way
DBS Building Tower One
Singapore 068809

UBS AG, acting through its business group, UBS Investment Bank
5 Temasek Boulevard
#18-00 Suntec Tower Five
Singapore 038985

CO-LEAD MANAGER AND SUB-UNDERWRITER

CIMB-GK Securities Pte. Ltd.
50 Raffles Place
#19-00 Singapore Land Tower
Singapore 048623

UNIT REGISTRAR AND UNIT TRANSFER OFFICE

Lim Associates (Pte) Ltd
10 Collyer Quay
#19-08 Ocean Building
Singapore 049315

TRUSTEE

HSBC Institutional Trust Services (Singapore) Limited
21 Collyer Quay
#14-01 HSBC Building
Singapore 049320

LEGAL ADVISERS

Legal Adviser to the Offering and to the Manager

Allen & Gledhill
One Marina Boulevard #28-00
Singapore 018989

Legal Adviser to the Underwriters as to Singapore law

Wong Partnership
80 Raffles Place
#58-01 UOB Plaza 1
Singapore 048624

Legal Adviser to the Underwriters as to English law

Mallesons Stephen Jaques
37th Floor, Two International Finance Centre
8 Finance Street, Central
Hong Kong

Legal Adviser to the Trustee

Shook Lin & Bok
1 Robinson Road #18-00
AIA Towers
Singapore 048542

INDEPENDENT REPORTING ACCOUNTANTS

KPMG
16 Raffles Quay
#22-00 Hong Leong Building
Singapore 048581

INDEPENDENT TAX ADVISER

Ernst & Young
10 Hoe Chiang Road
#18-00 Keppel Towers
Singapore 089315

INDEPENDENT VALUER

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
50 Raffles Place #18-01
Singapore Land Tower
Singapore 048623

INDEPENDENT PROPERTY CONSULTANT

CB Richard Ellis (Pte) Ltd
6 Battery Road #32-01
Singapore 049909

BOWNE
U92541

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