IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES. THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE ADDRESSEES OUTSIDE OF THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following applies to the offering circular following this page (the "**Offering Circular**"), and you are therefore advised to read this carefully before reading, accessing or making any other use of this Offering Circular. In accessing this Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES (THE "**UNITED STATES**" OR THE "**U.S.**") OR ANY OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED IN THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. **THIS OFFERING IS MADE SOLELY IN OFFSHORE TRANSACTIONS PURSUANT TO REGULATION S UNDER THE SECURITIES ACT.**

THIS OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of your Representation: In order to be eligible to view this Offering Circular or make an investment decision with respect to the securities, investors must be purchasing the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act ("**Regulation S**"). This Offering Circular is being sent at your request and by accepting the e-mail and accessing this Offering Circular, you shall be deemed to have represented to us (1) you are outside the United States, and (2) that you consent to delivery of such Offering Circular and any amendments or supplements thereto by electronic transmission.

By accepting this document, if you are an investor in Singapore, you agree to be bound by the limitations and restrictions described herein and you represent and warrant that you are either an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (the "**SFA**")) pursuant to Section 274 of the SFA or an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore. Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

You are reminded that this Offering Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Offering Circular, electronically or otherwise, to any other person. If you have gained access to this transmission contrary to the foregoing restrictions, you are not allowed to purchase any of the securities described in this Offering Circular.

The materials relating to the offering of securities to which this Offering Circular relates do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the underwriters or such affiliate on behalf of the Issuer (as defined in this Offering Circular) in such jurisdiction.

This Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer, DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited (the "**Arrangers**"), the Dealers (as defined in this Offering Circular), the Trustee (as defined in this Offering Circular), the Agents (as defined in this Offering Circular) or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard copy version available to you on request from the Arrangers and the Dealers.

Actions that You May Not Take: If you receive this document by e-mail, you should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your email software, will be ignored or rejected.

You are responsible for protecting against viruses and other destructive items. If you receive this document by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

Offering Circular dated 10 December 2024

DBS Trustee Limited
(in its capacity as trustee of Lendlease Global Commercial REIT)

(incorporated with limited liability in Singapore with Company Registration Number: 197502043G)

S$1,000,000,000
Multicurrency Debt Issuance Programme

Under the Multicurrency Debt Issuance Programme described in this Offering Circular (the "**Programme**"), DBS Trustee Limited (in its capacity as trustee (the "**LREIT Trustee**") of Lendlease Global Commercial REIT ("**LREIT**"), a real estate investment trust constituted by a deed of trust on 28 January 2019 initially entered into between Lendlease Global Commercial Trust Management Pte. Ltd. (the "**LREIT Manager**") and RBC Investor Services Trust Singapore Limited (in its capacity as trustee of LREIT) (the "**Previous LREIT Trustee**") constituting LREIT, as supplemented by, *inter alia*, the supplemental deed of retirement and appointment dated 20 May 2022 entered into between the LREIT Manager and the LREIT Trustee (the "**Issuer**"), as may be amended, varied or supplemented from time to time), subject to compliance with all relevant laws, regulations and directives, may from time to time issue euro medium term notes (the "**Notes**") or perpetual securities (the "**Perpetual Securities**" and, together with the Notes, the "**Securities**"). The Notes will rank as senior obligations of the Issuer and the Perpetual Securities may rank as senior obligations (the "**Senior Perpetual Securities**") or subordinated obligations (the "**Subordinated Perpetual Securities**") of the Issuer. The aggregate nominal amount of Securities outstanding will not at any time exceed S$1,000,000,000 (or the equivalent in other currencies), subject to increase as described herein.

The Securities may be issued by the Issuer on a continuing basis to one or more of the Dealers appointed under the Programme from time to time (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the "**relevant Dealer**" shall, in the case of an issue of Securities being (or intended to be) subscribed for by more than one Dealer, be to all Dealers agreeing to subscribe for such Securities.

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and for the listing and quotation of any Securities which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Securities have been admitted to the Official List of the SGX-ST. Unlisted series of Securities may also be issued pursuant to the Programme and Securities may also be listed on stock exchanges other than the SGX-ST. The applicable pricing supplement (each, a "**Pricing Supplement**") in respect of any series of Securities will specify whether or not such Securities will be listed on the SGX-ST or on any other stock exchange. There is no assurance that any application to the Official List of the SGX-ST for the listing of the Securities will be approved. Approval-in-principle from the SGX-ST, admission to the Official List of the SGX-ST and listing and quotation of any Securities on the SGX-ST is not to be taken as an indication of the merits of the Issuer, LREIT, the Group (as defined below), the Programme or such Securities. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Offering Circular or the applicable Pricing Supplement.

The Securities may be issued in bearer form ("**Bearer Securities**") or in registered form ("**Registered Securities**") only. Each Series (as defined in the terms and conditions of the Notes or, as the case may be, the terms and conditions of the Perpetual Securities) in bearer form will be represented on issue by a temporary global security in bearer form (each a "**Temporary Global Security**"). Interests in a Temporary Global Security will be exchangeable, in whole or in part, for interests in a permanent global security in bearer form (each a "**Permanent Global Security**" and, together with the Temporary Global Security, the "**Global Securities**") on or after the date falling on the first business day following the period of 40 calendar days from (but not including) the relevant issue date, upon certification as to non-U.S. beneficial ownership. Each Series of Registered Securities will be represented by registered certificates (each a "**Certificate**"), without interest coupons, one Certificate being issued in respect of each Securityholder's entire holding of Registered Securities of one Series. Registered Securities will initially be represented by a registered global certificate (each a "**Global Certificate**") without coupons.

Global Securities and Global Certificates may be: (i) deposited on the relevant issue date with a common depositary (the "**Common Depositary**") on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); or (ii) deposited on the relevant issue date with The Central Depository (Pte) Limited ("**CDP**"). Beneficial interests in Global Securities or Global Certificates held in book-entry form through Euroclear, Clearstream, Luxembourg and/or CDP will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg or CDP, as the case may be. The provisions governing the exchange of interests in Global Securities or Global Certificates for other Global Securities and definitive Securities or Certificates are described in "*Summary of Provisions Relating to the Securities while in Global Form*".

Unless otherwise stated in the applicable Pricing Supplement, Tranches of Securities to be issued under the Programme will be unrated.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and the Securities may include Bearer Securities (as defined in the Dealer Agreement referred to herein) that are subject to U.S. tax law requirements and restrictions. Subject to certain exceptions, the Securities may not be offered, sold, or, in the case of Bearer Securities, delivered within the United States. The Securities are subject to certain restrictions on transfer, see "*Subscription and Sale*".

Investing in Securities issued under the Programme involves certain risks. Prospective investors should have regard, *inter alia*, to the factors described under the section headed "Risk Factors" in this Offering Circular.

Arrangers and Dealers

DBS **OCBC**

NOTICE TO INVESTORS

The Issuer (based on instructions from the LREIT Manager, except for information relating to DBS Trustee Limited in its personal capacity which remain the sole responsibility of the Issuer) accepts responsibility for the information contained in this Offering Circular. The Issuer (based on instructions from the LREIT Manager, except for information relating to DBS Trustee Limited in its personal capacity which remain the sole responsibility of the Issuer), having made all reasonable enquiries, confirms that (i) this Offering Circular contains all information with regard to the Issuer, LREIT and its subsidiaries (the "**Group**"), and the Securities which is material in the context of the Programme, the issue and offering of the Securities, (ii) such information is true and accurate and not misleading in all material respects, (iii) the opinions, expectations and intentions expressed in this Offering Circular have been carefully considered, are based on all relevant considerations and facts known to the Issuer existing at the date of its issue and are fairly, reasonably and honestly held, (iv) there are no other facts the omission of which in the said context would make any such information or expressions of opinion, expectation or intention misleading in any material respect and (v) the Issuer has made all reasonable enquiries to ascertain all material facts for the purpose aforesaid.

This Offering Circular is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Offering Circular shall be read and construed on the basis that such documents are incorporated in, and form part of, this Offering Circular.

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular and the applicable Pricing Supplement in connection with the issue or sale of the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Dealers or the Arrangers, The Bank of New York Mellon, London Branch as trustee (the "**Trustee**") or any of the Agents (as defined in the Agency Agreement referred to herein) or any of their respective directors, officers, employees, agents, representatives, affiliates or advisers or any person who controls any of them. Save as expressly stated in this Offering Circular, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Issuer, the LREIT Manager, LREIT or any of their respective subsidiaries or associated companies (if any). Neither this Offering Circular nor any other document or information or any part thereof, delivered or supplied under or in relation to the Programme may be used for the purpose of, and does not constitute an offer of, such solicitation or invitation by or on behalf of the Issuer or any of the Arrangers or Dealers to subscribe for or purchase the Securities in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. Neither the delivery of this Offering Circular (or any part thereof) nor any sale, offering or purchase made in connection herewith shall, under any circumstances, constitute a representation or create any implication that there has been no change in the prospects, results of operation or general affairs of the Issuer, the LREIT Manager, LREIT or any of their respective subsidiaries and/or associated companies (if any) or in the information herein since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer, LREIT or any of their respective subsidiaries and/or associated companies (if any) since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution and publication of this Offering Circular or any such other document or information and the offering or sale of the Securities in certain jurisdictions may be restricted by law. Persons who distribute or publish this Offering Circular or any such other document or information or into whose possession this Offering Circular or any such other document or information comes are required by the Issuer, the Dealers and the Arrangers to inform themselves about and to observe any such restrictions and all applicable laws, orders, rules and regulations.

This Offering Circular is being furnished by the Issuer in connection with the offering of the Securities and is exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider purchasing the Securities. Investors must not use this Offering Circular for any other purpose, make copies of any part of this Offering Circular or give a copy of it to any other person, or disclose any information in

this Offering Circular to any other person. The information contained in this Offering Circular has been provided by the Issuer (based on instructions from the LREIT Manager, except for information relating to DBS Trustee Limited in its personal capacity which remain the sole responsibility of the Issuer) and other sources identified in this Offering Circular. Any reproduction or distribution of this Offering Circular, in whole or in part, and any disclosure of its contents or use of any information herein for any purpose other than the consideration of an investment in the Securities offered by this Offering Circular is prohibited. By accepting delivery of this Offering Circular each investor is deemed to have agreed to these restrictions.

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, AND THE SECURITIES MAY INCLUDE BEARER SECURITIES (AS DEFINED HEREIN) THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE SECURITIES MAY NOT BE OFFERED, SOLD, OR, IN THE CASE OF BEARER SECURITIES, DELIVERED WITHIN THE UNITED STATES. THE SECURITIES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES IN RELIANCE ON REGULATION S. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF SECURITIES AND DISTRIBUTION OF THIS OFFERING CIRCULAR, SEE "SUBSCRIPTION AND SALE". THE ATTENTION OF RECIPIENTS OF THIS OFFERING CIRCULAR IS DRAWN TO THE RESTRICTIONS ON RESALE OF THE SECURITIES SET OUT UNDER THE SECTION "SUBSCRIPTION AND SALE".

This Offering Circular and/or any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme shall not be deemed to constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Securities.

Any person(s) who is invited to purchase or subscribe for the Securities or to whom this Offering Circular is sent shall not make any offer or sale, directly or indirectly, of any Securities or distribute or cause to be distributed any document or other material in connection therewith in any country or jurisdiction except in such manner and in such circumstances as will result in compliance with any applicable laws and regulations.

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore ("**MAS**") and the Securities are offered by the Issuer pursuant to exemptions under Section 274 and 275 of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**"). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than: (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA; or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018. A reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

None of the Arrangers, the Dealers, the Trustee, the Agents nor any of their respective affiliates, officers, employees, agents, representatives, directors or advisers nor any person who controls any of them has independently verified the information contained in this Offering Circular. None of the Arrangers, the Dealers, the Trustee or the Agents or any of their respective affiliates, officers, employees, agents, representatives, directors or advisers or any person who controls any of them is making any representation or warranty expressed or implied as to the merits of the Securities or the subscription for, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of the Issuer, LREIT or the Group. Each person receiving this Offering Circular acknowledges that it has not relied on the Arrangers, the Dealers, the Trustee or the Agents or any of their respective affiliates, officers, employees, agents, representatives, directors or advisers or any person who controls any of them in connection with its investigation of the accuracy of such information or its investment decision, and such person must rely on its own examination of the Issuer, LREIT or the Group, and the merits and risks involved in investing in the Securities. See "*Risk Factors*" below for a discussion of certain factors to be considered in connection with an investment in the Securities.

To the fullest extent permitted by law, none of the Arrangers, the Dealers, the Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them accepts any responsibility for the contents, accuracy, completeness or sufficiency of any such information in this Offering Circular or for any other statement made or purported to be made by the Arrangers, the Dealers, the Trustee or the Agents or on their behalf in connection with the Issuer, the LREIT Manager, LREIT, the Group, the Programme or the issue and offering of the Securities. Each of the Arrangers, each Dealer, the Trustee and each Agent, and each of their respective directors, officers, employees, agents, representatives, advisers or affiliates and each person who controls any of them accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Offering Circular or any such statement.

The Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them shall not be responsible nor have any liability for the recitals, statements, warranties or representations of any other party contained in the Trust Deed, the Agency Agreement, or any other agreement or document entered into in connection with the Securities, and the Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them shall assume the accuracy and correctness thereof for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence in the Trust Deed, the Agency Agreement or any such other agreement or document referred to above.

Neither this Offering Circular nor any other document or information (or any part thereof) delivered and supplied under or in relation to the Programme or any Securities is intended to provide the basis of any credit or other evaluation of the Issuer, LREIT or the Group and should not be considered as a recommendation by any of the Issuer, the Arrangers, the Dealers, the Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them that any recipient of this Offering Circular or such other document or information (or such part thereof) should purchase the Securities. Prospective investors should not construe anything in this Offering Circular as legal, business or tax advice. Each prospective investor should determine for itself the relevance of the information contained in this Offering Circular and consult its own legal, business and tax advisers as needed to make its investment decision and determine whether it is legally able to purchase the Securities under applicable laws or regulations. Each potential purchaser of Securities shall make its own assessment of the foregoing and other relevant matters including the financial condition and affairs and its appraisal of the creditworthiness of the Issuer, the LREIT Manager, LREIT and any of their respective subsidiaries and associated companies (if any), and obtain its own independent legal or other advice thereon, and its investment shall be deemed to be based on its own independent investigation of the financial condition and affairs and its appraisal of the creditworthiness of the Issuer, the LREIT Manager, LREIT and any of their respective subsidiaries and associated companies (if any). Accordingly, notwithstanding anything herein, none of the Issuer, the Arrangers, any of the Dealers, the Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them shall be held responsible for any loss or damage suffered or incurred by the recipients of this Offering Circular or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Offering Circular or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of any of the Securities by a recipient of this Offering Circular or such other document or information (or such part thereof). None of the Dealers, the Arrangers, the Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them undertakes to review the financial condition or affairs of the Issuer, LREIT or the Group during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Securities of any information coming to the attention of any of the Dealers, the Arrangers, the Trustee, the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them.

SINGAPORE SFA PRODUCT CLASSIFICATION – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise stated before an offer of Securities, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

MiFID II PRODUCT GOVERNANCE/TARGET MARKET – The applicable Pricing Supplement in respect of any Securities may include a legend titled "MiFID II Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE/TARGET MARKET – The applicable Pricing Supplement in respect of any Securities may include a legend titled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MIFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – If the applicable Pricing Supplement in respect of any Securities includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – If the applicable Pricing Supplement in respect of any Securities includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Any purchase or acquisition of the Securities is in all respects conditional on the satisfaction of certain conditions set out in the Dealer Agreement and the issue of the Securities by the Issuer pursuant to the Dealer Agreement. Any offer, invitation to offer or agreement made in connection with the purchase or acquisition of the Securities or pursuant to this Offering Circular shall (without any liability or responsibility) on the part of the Issuer, any of the Arrangers or the Dealers lapse and cease to have any effect if (for any other reason whatsoever) the Securities are not issued by the Issuer pursuant to the Dealer Agreement.

This Offering Circular does not describe all of the risks and investment considerations (including those relating to each investor's particular circumstances) of an investment in Securities of a particular issue. Each potential purchaser of Securities should refer to and consider carefully the applicable Pricing Supplement for each particular issue of Securities, which may describe additional risks and investment considerations associated with such Securities. The risks and investment considerations identified in this Offering Circular and the applicable Pricing Supplement are provided as general information only.

It is recommended that persons proposing to purchase or subscribe for any of the Securities consult their own legal and other advisers before purchasing or acquiring the Securities.

Prospective purchasers of the Securities are advised to consult their own tax advisers concerning the tax consequences of the acquisition, ownership or disposal of the Securities.

STABILISATION

In connection with the issue of any Tranche of Securities, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or any person acting on behalf of any Stabilising Manager(s)) in the applicable Pricing Supplement may over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of the Securities is made and, if begun, may cease at any time and must end no later than the earlier of 30 days after the issue date of the Securities and 60 days after the date of the allotment of the Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws, rules and regulations.

NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE OF CONDUCT – IMPORTANT NOTICE TO PROSPECTIVE INVESTORS

Prospective investors should be aware that certain intermediaries in the context of certain offerings of Securities pursuant to this Programme, each such offering, a "**CMI Offering**", including certain Dealers, may be "capital market intermediaries" (together, the "**CMIs**") subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**SFC Code**"). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors.

Certain CMIs may also be acting as "overall coordinators" (together, the "**OCs**") for a CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the LREIT Manager, a CMI or its group companies would be considered under the SFC Code as having an association (an "**Association**") with the Issuer, the LREIT Manager, the CMI or the relevant group company. Prospective investors associated with the Issuer, the LREIT Manager or any CMI (including its group companies) should specifically disclose this when placing an order for the relevant Securities and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the Issuer to all private banks for orders they place (other than in relation to Securities subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Securities distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate. Details of any such rebate will be set out in the applicable Pricing Supplement or otherwise notified to prospective investors. If a prospective investor is an asset management arm affiliated with any relevant Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the Dealer or its group company has more than 50% interest, in which case it will be classified as a "proprietary order" and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such "proprietary order" may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a "proprietary order" (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". Where prospective investors disclose such information but do not disclose that such "proprietary order" may negatively impact the price discovery process in relation to the relevant CMI Offering, such "proprietary order" is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the relevant Dealer and/or any other third parties as may be required by the SFC Code, including to the Issuer, the LREIT Manager, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

CHANGE IN TRUSTEE OF LREIT

Pursuant to a supplemental deed of retirement and appointment of trustee dated 20 May 2022, amending and supplementing the deed of trust constituting LREIT dated 28 January 2019 (as amended or modified from time to time) (together, the "**LREIT Trust Deed**"), RBC Investor Services Trust Singapore Limited retired as trustee of LREIT and DBS Trustee Limited was appointed as the new trustee of LREIT to replace RBC Investor Services Trust Singapore Limited as LREIT Trustee with effect from 18 July 2022. Accordingly, RBC Investor Services Trust Singapore Limited (in its former capacity as trustee of Lendlease Global Commercial REIT) has been substituted by the Issuer as the issuer under the Programme and the rights and obligations of RBC Investor Services Trust Singapore Limited (in its former capacity as trustee of Lendlease Global Commercial REIT) under the Programme has been novated to DBS Trustee Limited (in its new capacity as trustee of Lendlease Global Commercial REIT).

ROUNDING OF AMOUNTS

Certain monetary amounts and percentages in this Offering Circular have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them. Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding.

INDUSTRY AND MARKET DATA

Market data and certain industry forecasts used throughout this Offering Circular have been obtained from internal surveys, market research, publicly available information and industry publications. Industry publications

generally state that the information that they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of that information has not been independently verified and is not guaranteed. Similarly, internal surveys, industry forecasts and market research, while believed to be reliable, have not been independently verified, and none of the Issuer, the Arrangers, the Dealers, the Trustee or the Agents or any of their respective directors, officers, employees, agents, representatives, advisers or affiliates or any person who controls any of them makes any representation as to the accuracy of that information. In addition, third party information providers may have obtained information from market participants and such information may not have been independently verified. In making an investment decision, each investor must rely on its own examination of the Issuer, LREIT and the Group and the terms of the offering and the Securities, including the merits and risks involved. Where information has been sourced from a third party, the Issuer confirms that this information has been accurately reproduced and that, as far as the Issuer is aware and are able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information to be inaccurate or misleading.

CERTAIN DEFINED TERMS AND CONDITIONS

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to "**Singapore dollars**", "**SGD**" and "**S$**" are to the lawful currency for the time being of Singapore, all references to "**U.S. dollars**", "**USD**" and "**U.S.$**" are to the lawful currency for the time being of the United States of America, all references to "**Euro**" and "**€**" are to the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community, as amended from time to time, all references to "**Australian dollars**" and "**A$**" refer to the lawful currency of the Commonwealth of Australia, all references to "**Sterling**" and "**£**" are to the lawful currency of the United Kingdom, and all references to "**JPY**" and "**Yen**" are to the lawful currency of Japan.

Unless otherwise specified in this Offering Circular, references to "**Conditions**" are to the Terms and Conditions of the Notes and the Terms and Conditions of the Perpetual Securities together.

The following definitions have, where appropriate, been used in this Offering Circular:

"**CNH HIBOR**" means the Offshore Chinese Yuan Hong Kong Interbank Offered Rate;

"**EURIBOR**" means the Euro Interbank Offered Rate;

"**HIBOR**" means the Hong Kong Interbank Offered Rate;

"**SOFR**" means the Secured Overnight Financing Rate; and

"**SORA**" means the Singapore Overnight Rate Average.

FORWARD-LOOKING STATEMENTS

This Offering Circular includes forward-looking statements. All statements other than statements of historical facts contained in this Offering Circular constitute forward-looking statements. Some of these statements can be identified by the use of forward-looking terminology, such as "hope", "believe", "expect", "plan", "anticipate", "can", "may", "plan", "target", "intend", "aim", "project", "seek", "should", "will", "would", "could", "schedule", "estimate" or, in each case, their negative or other variations or comparable terminology. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding expected financial condition, results of operations, business plans and prospects are forward-looking statements. These forward-looking statements include, but are not limited to, statements as to the business strategy, revenue, profitability, planned projects and other matters as they relate to the Group discussed in this Offering Circular regarding matters that are not historical facts.

By their nature, forward-looking statements are subject to numerous assumptions, risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Investors are cautioned that forward-looking statements are not guarantees of the Group's future performance and their actual results of operations, financial condition and liquidity, and the development of the industries in which they

operate, may differ materially from those made in or suggested by the forward-looking statements contained in this Offering Circular. In addition, even if the Group's results of operations, financial condition and liquidity and the development of the industries in which the Group operate are consistent with the forward-looking statements contained in this Offering Circular, those results or developments may not be indicative of results or developments in subsequent periods.

The cautionary statements set forth above should be considered in connection with any subsequent written or oral forward-looking statements that the Issuer or persons acting on their behalf may issue. The Issuer does not undertake any obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date of this Offering Circular.

The factors that could cause the actual results, performances and achievements of the Issuer or the Group to be materially different include, among others:

- changes in general political, social and economic conditions;
- changes in currency exchange and interest rates;
- changes in competitive conditions; and
- other factors beyond the control of the Issuer and the Group.

Investors should read the factors described in the "*Risk Factors*" section of this Offering Circular to better understand the risks and uncertainties inherent in the business of LREIT and underlying any forward-looking statements.

Any forward-looking statements that the Issuer makes in this Offering Circular speak only as at the date of this Offering Circular, and the Issuer undertakes no obligation to update such statements. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, and should only be viewed as historical data.

FINANCIAL STATEMENTS

LREIT has prepared audited consolidated financial statements as at and for the financial year ended 30 June 2023 (the "**FY2023 Financial Statements**") and the financial year ended 30 June 2024 (the "**FY2024 Financial Statements**"). The FY2023 Financial Statements and the FY2024 Financial Statements are included in this Offering Circular and are prepared in conformity with International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standard Board, and the applicable requirements of the Code on Collective Investment Schemes issued by the MAS and the provisions of the deed of trust dated 28 January 2019 entered into between the LREIT Manager and the Previous LREIT Trustee constituting LREIT, as supplemented by, *inter alia*, the supplemental deed of retirement and appointment dated 20 May 2022 entered into between the LREIT Manager and the LREIT Trustee, as may be amended, varied, supplemented or restated from time to time. See "*Index to Financial Statements*" and "*Selected Financial Information*".

DOCUMENTS INCORPORATED BY REFERENCE

This Offering Circular should be read and construed in conjunction with (i) each applicable Pricing Supplement, (ii) the most recently published audited consolidated annual financial statements (including the Independent Auditors' Report thereon), any interim financial statements (whether audited or unaudited) published subsequently to such annual financial statements of LREIT from time to time (if any) and any quarterly financial updates (including any accompanying business updates) of LREIT announced by LREIT on SGX-ST, (iii) all amendments and supplements from time to time to this Offering Circular, which shall be deemed to be incorporated in, and to form part of, this Offering Circular and which shall be deemed to modify or supersede the contents of this Offering Circular to the extent that a statement contained in any such document is inconsistent with such contents. Any statement that is modified or superseded in this manner will no longer be part of this Offering Circular, except as so modified or superseded.

Copies of the most recently published audited consolidated annual financial statements of LREIT and all other documents deemed incorporated by reference in this Offering Circular are available on the website of the SGX-ST at www.sgx.com.

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SUMMARY OF THE PROGRAMME

The following summary is qualified in its entirety by the remainder of this Offering Circular. This summary must be read as an introduction to this Offering Circular and any decision to invest in the Securities should be based on a consideration of this Offering Circular as a whole, including any information incorporated by reference. Some of the terms described below are subject to important limitations and exceptions. Phrases used in this summary and not otherwise defined shall have the meanings given to them in the sections entitled "Terms and Conditions of the Notes" and "Terms and Conditions of the Perpetual Securities" or elsewhere in this Offering Circular.

Issuer	DBS Trustee Limited (in its capacity as trustee of LREIT).
Description	S$1,000,000,000 Multicurrency Debt Issuance Programme.
Size	The maximum aggregate principal amount of the Securities to be issued, when added to the aggregate principal amount of all Securities outstanding, shall be S$1,000,000,000 (or its equivalent in other currencies) or such higher amount as may be increased in accordance with the terms of the Dealer Agreement.
Arrangers	DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited.
Dealers	DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited and such other Dealers as may be appointed by the Issuer in accordance with the Dealer Agreement. The Issuer may from time to time appoint one or more additional Dealers in accordance with the terms of the Dealer Agreement. Any such appointment of a Dealer may be in respect of a single Series, Tranche or the whole Programme. References in this Offering Circular to "**Permanent Dealers**" are to all Dealers other than those appointed as such solely in respect of one or more specified Tranches (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and any other Dealer that is appointed to the Programme.
Trustee	The Bank of New York Mellon, London Branch.
Issuing and Paying Agent (in respect of Securities cleared through Euroclear/ Clearstream, Luxembourg) and (where appointed as contemplated in the Agency Agreement) Calculation Agent	The Bank of New York Mellon, London Branch.
Non-CDP Transfer Agent and Non-CDP Registrar (in respect of Securities cleared through Euroclear/ Clearstream, Luxembourg)	The Bank of New York Mellon SA/NV, Luxembourg Branch.
CDP Paying Agent, CDP Transfer Agent, CDP Registrar and (where appointed as contemplated in the Agency Agreement) CDP Calculation Agent	The Bank of New York Mellon, Singapore Branch.
Method of Issue	The Securities may be issued from time to time under the Programme on a syndicated or non-syndicated basis.

	Each Series may be issued in one or more tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche will be set out in the applicable Pricing Supplement.
Issue Price	The Securities may be issued at par or at a discount, or premium, to par.
Form and Denomination and Trading of the Securities	The Securities will be issued in bearer form or registered form and in such denominations as may be agreed between the Issuer and the relevant Dealer(s). Each Tranche or Series of Bearer Securities may initially be represented by a Temporary Global Security or a Permanent Global Security. Each Temporary Global Security may be deposited on the relevant issue date with CDP, a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or definitive Securities (as indicated in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Securities upon the terms therein. Each Tranche or Series of Registered Securities will initially be represented by a Global Certificate. Each Global Certificate may be registered in the name of, or in the name of a nominee of, CDP, a Common Depositary and/or any other agreed clearing system. Each Global Certificate may be exchanged, upon request as described therein, in whole (but not in part) for Certificates upon the terms therein. Save as provided in the Terms and Conditions of the Notes and the Terms and Conditions of the Perpetual Securities, as applicable, a Certificate shall be issued in respect of each Securityholder's entire holding of Registered Securities of one Series.
Clearing Systems	Clearstream, Luxembourg, Euroclear, CDP and, in relation to any Tranche, such additional or alternative clearing system selected by the Issuer and approved by the Trustee, the relevant Registrar and the Issuing and Paying Agent.
Initial Delivery of Securities	On or before the issue date for each Tranche, the Global Security representing Bearer Securities or the Global Certificate representing Registered Securities may be deposited with a Common Depositary, or with CDP. Global Securities or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Trustee, the Issuing and Paying Agent and the relevant Dealer. Registered Securities that are to be credited to one or more clearing systems on issue will be registered in the name of, or in the name of nominees or a common nominee for, such clearing systems.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Securities may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Denomination Amount	Definitive Securities will be in such denominations as may be specified in the applicable Pricing Supplement save that unless

otherwise permitted by then current laws and regulations, Securities (including Securities denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 ("**FSMA**") and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

Listing and Admission to Trading

Each Series of the Securities may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained. Unlisted Series of Securities may also be issued pursuant to the Programme.

If the application to the SGX-ST to list a particular Series of Securities is approved, for so long as such Securities are listed on the SGX-ST and the rules of the SGX-ST so require, such Securities will be traded on the SGX-ST in a minimum board lot size of at least S$200,000 (or its equivalent in foreign currencies).

Selling Restrictions

The offer and sale of Securities in the United States, European Union, the United Kingdom, Hong Kong, Singapore and Japan. will be subject to certain restrictions. The Securities will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the IRC) ("**TEFRA D**") unless:

(i) the applicable Pricing Supplement states that Securities are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the IRC) ("**TEFRA C**"); or

(ii) the Securities are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the Securities will not constitute "**registration required obligations**" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the applicable Pricing Supplement as a transaction to which TEFRA is not applicable.

For a description of certain restrictions on offers, sales and deliveries of the Securities and the distribution of offering material relating to the Securities, see the section on "*Subscription and Sale*" herein. Further restrictions may apply in connection with any particular Series or Tranche of Securities.

Additional Terms of the Notes

Notes Maturities

Subject to compliance with all relevant laws, regulations and directives, Notes may have maturities of such tenor as may be agreed between the Issuer and the relevant Dealer(s).

Interest Basis

Notes may bear interest at fixed, floating, variable or hybrid rates or may not bear interest.

Fixed Rate Notes

Fixed Rate Notes will bear a fixed rate of interest which will be payable in arrear on specified dates and at maturity.

Floating Rate Notes

Floating Rate Notes will bear interest determined separately for each Series as follows:

(i) on the same basis as the floating rate under a notional interest rate swap transaction in the Relevant Currency governed by an agreement incorporating the 2006 ISDA Interest Rate Derivatives Definitions ("**2006 ISDA Definitions**") or the 2021 ISDA Interest Rate Derivatives Definitions ("**2021 ISDA Definitions**") published by the International Swaps and Derivatives Association, Inc.; or

(ii) by reference to SOFR, SORA, HIBOR, CNH HIBOR or EURIBOR,

(or such other benchmark as may be specified in the applicable Pricing Supplement) as adjusted for any applicable margin. Interest periods will be specified in the applicable Pricing Supplement.

Variable Rate Notes

Variable Rate Notes will bear interest at a variable rate determined in accordance with the Conditions of the Notes. Interest periods in relation to the Variable Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.

Hybrid Notes

Hybrid Notes will bear interest, during the fixed rate period to be agreed between the Issuer and the relevant Dealer(s), at a fixed rate of interest which will be payable in arrear on specified dates and, during the floating rate period to be agreed between the Issuer and the relevant Dealer(s), at the rate of interest to be determined by reference to SOFR, SORA, HIBOR, CNH HIBOR or EURIBOR (or such other benchmark as may be specified in the applicable Pricing Supplement), as adjusted for any applicable margin.

Zero Coupon Notes

Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest other than in relation to default interest referred to in Condition 7(h) of the Notes.

Interest Periods and Interest Rates

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the applicable Pricing Supplement.

Redemption

Unless previously redeemed or purchased and cancelled, each Note will be redeemed at its redemption amount shown on its face on the relevant maturity date. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Optional Redemption	If so provided on the face of the Note and the applicable Pricing Supplement, Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the holders of the Notes.
Tax Redemption	If so provided on the face of the Notes and the applicable Pricing Supplement, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable) and to the Trustee and the Issuing and Paying Agent in writing, at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount (as defined in Condition 6(h) of the Notes) together with interest accrued to (but excluding) the date fixed for redemption, if the Issuer satisfies the Trustee immediately prior to the giving of such notice that: (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 of the Notes, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made on or after the Issue Date or any other date specified in the applicable Pricing Supplement; and (ii) such obligations cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.
Redemption for Cessation or Suspension of trading	If, on any date, (A) the units of LREIT ("**Units**") cease to be traded on the SGX-ST or (B) trading in the Units on the SGX-ST is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Issuer shall, at the option of the holder of any Note, redeem such Note at its Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption which shall be the date (or, if such date is not a business day, on the immediately preceding business day) falling 45 days after the relevant Effective Date (as defined in Condition 6(e) of the Notes). The Issuer shall, within seven business days of the relevant Effective Date, give notice to the Trustee, the Paying Agents and the Securityholders of the occurrence of either event specified in (A) or (B) above (provided that any failure by the Issuer to give such notice shall not prejudice any exercise of such option). Please refer to Condition 6(e) of the Notes for more details.
Redemption in the case of Minimum Outstanding Amount	If so provided on the face of the Notes and the applicable Pricing Supplement, the Notes may be redeemed at the option of the Issuer

	in whole, but not in part, on any Interest Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable) at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption if, immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any further Notes issued pursuant to Condition 14 of the Notes and consolidated and forming a single series with the Notes).
Status of Notes	The Notes and Coupons of all Series constitute direct, unconditional, unsubordinated and (subject to Condition 4(a) of the Notes) unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.
Negative Pledge	So long as any Note or Coupon remains outstanding, the Issuer will not, and will ensure that none of the Principal Subsidiaries (as defined in Condition 4(a) of the Notes) of LREIT will create, or have outstanding, any Security Interest (as defined in Condition 4(a) of the Notes), upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness (as defined in Condition 4(a) of the Notes) or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, other than a Permitted Security Interest (as defined in Condition 4(a) of the Notes), without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Securityholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Securityholders. For further details, please see Condition 4(a) of the Notes.
Financial Covenant	So long as any Note or Coupon remains outstanding, the Issuer will ensure that the ratio of Consolidated Total Borrowings to Consolidated Deposited Property is not in breach of the Aggregate Leverage Limit as construed in accordance with the Property Funds Appendix, provided that if the threshold is exceeded, the Issuer shall not incur additional borrowings or enter into further deferred payment arrangements. The financial covenant set out in Condition 4(c) of the Notes shall be calculated and interpreted in accordance with IFRS, as determined from the latest audited or, as the case may be, unaudited financial statements of LREIT, and having regard to the Property Funds Appendix. For further details, please see Condition 4(c) of the Notes.
Non-disposal	So long as any Note or Coupon remains outstanding, the Issuer will not, and will ensure that none of the Principal Subsidiaries of LREIT will, (whether by a single transaction or a number of related

	or unrelated transactions and whether at one time or over a period of time) sell, transfer, lease out or otherwise dispose of (whether outright, by a sale-and-repurchase or sale-and leaseback arrangement, or otherwise) any part of its assets which, either alone or when aggregated with all other disposals required to be taken into account under Condition 4(b) of the Notes, would have a material adverse effect on its ability to perform or comply with any of its payment or other material obligations under the Terms and Conditions of the Notes or the Trust Deed, save for certain exceptions. For further details, please see Condition 4(b) of the Notes.
Events of Default	For more details on the Events of Default in relation to the Notes, please see Condition 10 of the Notes.
Taxation	All payments in respect of the Notes and the Coupons by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, please see Condition 8 of the Notes.
Governing Law	English law.
Jurisdiction	Non-exclusive jurisdiction of the Courts of England.
Additional terms of the Perpetual Securities	
Perpetual Securities Maturities	The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 of the Perpetual Securities and without prejudice to Condition 9 of the Perpetual Securities) only have the right (but not the obligation) to redeem or purchase them in accordance with the provisions of Condition 5 of the Perpetual Securities.
Distribution Basis	Perpetual Securities may confer a right to receive distribution at fixed or floating rates.
Fixed Rate Perpetual Securities	Fixed Rate Perpetual Securities will confer a right to receive distribution at a fixed rate which will be payable in arrear on specified dates. If so provided on the face of the Fixed Rate Perpetual Securities, the distribution rate may be reset on such dates and bases as may be set out in the applicable Pricing Supplement.
Floating Rate Perpetual Securities	The distribution rate in respect of Floating Rate Perpetual Securities shall be determined separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the Relevant Currency governed by an

agreement incorporating the 2006 ISDA Interest Rate Derivatives Definitions ("**2006 ISDA Definitions**") or the 2021 ISDA Interest Rate Derivatives Definitions ("**2021 ISDA Definitions**") published by the International Swaps and Derivatives Association, Inc.; or

(ii) by reference to SOFR, SORA, HIBOR, CNH HIBOR or EURIBOR,

(or such other benchmark as may be specified in the applicable Pricing Supplement) as adjusted for any applicable margin. Distribution periods will be specified in the applicable Pricing Supplement.

Distribution Periods and Distribution Rates

The length of the distribution periods for the Perpetual Securities and the applicable distribution rate or its method of calculation may differ from time to time or be constant for any Series. Perpetual Securities may have a maximum distribution rate, a minimum distribution rate, or both. The use of distribution accrual periods permits the Perpetual Securities to allow distribution at different rates in the same distribution period. All such information will be set out in Condition 4(II) of the Perpetual Securities and the applicable Pricing Supplement.

Distribution Deferral

If Distribution Deferral is provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date (as defined in the Terms and Conditions of the Perpetual Securities) by giving notice to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14 of the Perpetual Securities) not more than 20 nor less than five business days (or such other notice period as may be specified on the face of the Perpetual Security and the applicable Pricing Supplement) prior to a scheduled Distribution Payment Date.

If Dividend Pusher is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may not elect to defer any distribution if during the Reference Period (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, any of the following have occurred:

(i) a dividend, distribution or other payment has been declared or paid on or in respect of any Junior Obligations (as defined in the Terms and Conditions of the Perpetual Securities) or, in the case of Subordinated Perpetual Securities only, (except on a *pro rata* basis) Parity Obligations (as defined in the Terms and Conditions of the Perpetual Securities); or

(ii) any Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in the case of Subordinated Perpetual Securities only, (except on a *pro rata* basis) Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration; and/or

(iii) as otherwise specified in the applicable Pricing Supplement,

in each case, other than (1) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group or (2) as a result of the exchange or conversion of Parity Obligations for Junior Obligations and/or as otherwise specified in the applicable Pricing Supplement.

Non-Cumulative Deferral and Cumulative Deferral

If Non-Cumulative Deferral is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities is non-cumulative and will not accrue interest. The Issuer is not under any obligation to pay that or any other distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid ("**Optional Distribution**") (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e) of the Perpetual Securities. There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to Condition 4(IV) of the Perpetual Securities. Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a *pro rata* basis.

If Cumulative Deferral is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a) of the Perpetual Securities) further defer any Arrears of Distribution by complying with the notice requirement applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to Condition 4(IV) of the Perpetual Securities except that Condition 4(IV)(c) of the Perpetual Securities shall be complied with until all outstanding Arrears of Distribution have been paid in full.

If Additional Distribution is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, each amount of Arrears of Distribution shall bear interest as if it constituted the principal of the Perpetual Securities at the Distribution Rate and the amount of such interest (the "**Additional Distribution Amount**") with respect to Arrears of Distribution shall be due and payable pursuant to Condition 4 of the Perpetual Securities and shall be calculated by applying the applicable Distribution Rate to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the provisions of Condition 4 of the Perpetual Securities. The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

Restrictions in the case of Non-Payment

If Dividend Stopper is so provided on the face of the Perpetual Security and the applicable Pricing Supplement and on any

Distribution Payment Date, payments of all distribution scheduled to be made on such date are not made in full by reason of Condition 4(IV) of the Perpetual Securities, the Issuer shall not and the LREIT Trustee shall procure that none of LREIT's Subsidiaries shall:

(i) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any Junior Obligations or, in the case of Subordinated Perpetual Securities only, (except on a *pro rata* basis) Parity Obligations; or

(ii) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any Junior Obligations or, in the case of Subordinated Perpetual Securities only, (except on a *pro rata* basis) Parity Obligations,

in each case other than (1) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group or (2) as a result of the exchange or conversion of Parity Obligations for Junior Obligations, unless and until (A) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (B) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (C) the Issuer is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Perpetual Securityholders and/or as otherwise specified in the applicable Pricing Supplement.

Status of the Senior Perpetual Securities

The Senior Perpetual Securities and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.

Status of the Subordinated Perpetual Securities

The Subordinated Perpetual Securities and Coupons relating to them constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with any Parity Obligations of LREIT.

Subordination of Subordinated Perpetual Securities

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of LREIT, there shall be payable by the Issuer in respect of each Perpetual Security (in lieu of any other payment by the Issuer), such amount, if any, as would have been payable to such Perpetual Securityholder if, on the day prior to the commencement of the winding-up of LREIT, and

	thereafter, such Perpetual Securityholder were the holder of one of a class of preferred units in the capital of LREIT (and if more than one class of preferred units is outstanding, the most junior ranking class of such preferred units) (the "**Notional Preferred Units"** and each, a **"Notional Preferred Unit**") having an equal right to return of assets in the winding-up of LREIT and so ranking *pari passu* with the holders of that class or classes of preferred units (if any) which have a preferential right to return of assets in the winding-up of LREIT, and so rank ahead of the holders of Junior Obligations (as defined in Condition 4(IV)(a) of the Perpetual Securities), but junior to the claims of all other present and future creditors of LREIT (other than Parity Obligations), on the assumption that the amount that such Perpetual Securityholder was entitled to receive in respect of each Notional Preferred Unit on a return of assets in such winding-up was an amount equal to the principal amount (and any applicable premium outstanding) of the relevant Perpetual Security together with distributions (including any Arrears of Distribution and Additional Distribution Amounts) accrued and unpaid since the immediately preceding Distribution Payment Date or the Issue Date (as the case may be) and any unpaid Optional Distributions (as defined in Condition 4(IV)(c) of the Perpetual Securities) in respect of which the Issuer has given notice to the Perpetual Securityholders in accordance with the Terms and Conditions of the Perpetual Securities.
No set-off in relation to Subordinated Perpetual Securities	Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of the winding-up or administration of LREIT, the liquidator or, as appropriate, administrator of LREIT) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of LREIT) and accordingly any such discharge shall be deemed not to have taken place.
Optional Redemption	If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Perpetual Securityholders (or such other notice period as may be specified thereon), redeem all or, if so provided, some of the Perpetual Securities on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution (including any Arrears of Distribution and any

Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption.

Tax Redemption

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) and in writing to the Trustee and the Issuing and Paying Agent, at their Redemption Amount, together with distribution (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption, if:

(i) the Issuer receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that: (1) the Perpetual Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) of the Income Tax Act 1947 of Singapore ("**ITA**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; and/or (2) the distributions (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable on indebtedness and/or will not enjoy the tax concessions and exemptions available for "qualifying debt securities" under the ITA; or

(ii) the Issuer satisfies the Trustee immediately prior to the giving of such notice that the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 of the Perpetual Securities, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax as defined in Condition 7 of the Perpetual Securities, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date or any other date specified in the applicable Pricing Supplement, or as a result of a position adopted by any political subdivision or any authority of or in Singapore having power to tax, which causes the Perpetual Securities not to qualify as "qualifying debt securities" for the purposes of the ITA, which position becomes effective on or after the Issue Date or any other date specified in the applicable Pricing Supplement and such obligations cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

Redemption for Accounting Reasons

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be

redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) and in writing to the Trustee and the Issuing and Paying Agent, at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, on such Distribution Payment Date or any time after that Distribution Payment Date, as a result of any changes or amendments to International Financial Reporting Standards, as amended from time to time (the "**IFRS**") or any other accounting standards that may replace IFRS for the purposes of the consolidated financial statements of LREIT (the "**Relevant Accounting Standard**"), the Perpetual Securities will not or will no longer be recorded as "equity" of LREIT pursuant to the Relevant Accounting Standard.

Redemption for Tax Deductibility

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption):

(i) if the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

(1) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective on or after the Issue Date;

(2) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or

(3) any applicable official interpretation or pronouncement (which, for the avoidance of doubt, includes any ruling) which is issued or announced on or after the Issue Date that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position which was announced before the Issue Date,

payments by the Issuer, which would otherwise have been tax deductible to LREIT, are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, fully deductible by LREIT for Singapore income tax purposes; or

(ii) if the Issuer receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the Issuer is not entitled to tax deductions for the distributions (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) made, as interest payments, in accordance with Section 14(1) of the ITA (including Section 14(1)(a) of the ITA).

Redemption in the case of Minimal Outstanding Amount

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount, together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any further Perpetual Securities issued pursuant to Condition 12 of the Perpetual Securities and consolidated and forming a single series with the Perpetual Securities).

Upon expiry of any such notice as is referred to in Condition 5(f) of the Perpetual Securities, the Issuer shall be bound to redeem all the Perpetual Securities in accordance with Condition 5(f) of the Perpetual Securities.

Redemption upon a Regulatory Event

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole but not in part on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount, together with distribution (including any Arrears of Distribution and any Additional Distribution Amounts) accrued to (but excluding) the date fixed for redemption, if as a result of any change in, or amendment to, the Property Funds Appendix (as defined in Condition 5(g) of the Perpetual Securities), or any change in the application or official interpretation of the Property Funds Appendix, the Perpetual Securities will count towards the Aggregate Leverage as defined in the Conditions of the Perpetual Securities under the Property Funds Appendix, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Perpetual Securities will count towards the Aggregate Leverage.

Redemption upon a Ratings Event

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole but not in part on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount, (together with distribution (including any Arrears of Distribution and any Additional Distribution Amounts) accrued to (but excluding) the date fixed for

	redemption), if as of the date fixed for redemption, an amendment, clarification or change has occurred, or will in the Distribution Payment Period immediately following the date fixed for redemption occur, in the equity credit criteria, guidelines or methodology of the Rating Agency as defined in the Terms and Conditions of the Perpetual Securities specified thereon (or any other rating agency of equivalent recognised standing requested from time to time by the Issuer to grant a rating to LREIT or the Perpetual Securities) and in each case, any of their respective successors to the rating business thereof, which amendment, clarification or change results or will result in a lower equity credit for the Perpetual Securities than the equity credit assigned or which would have been assigned on the Issue Date (in the case of such Rating Agency) or assigned at the date when equity credit is assigned for the first time (in the case of any other rating agency).
Redemption in the case of Cessation or Suspension of trading	If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, in the event that (A) the units of LREIT ("**Units**") cease to be traded on the SGX-ST or (B) trading in the Units on the SGX-ST is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Perpetual Securities may be redeemed at the option of the Issuer in whole but not in part on any Distribution Payment Date or, if earlier, the date falling 45 days after the Effective Date (as defined in Condition 5(i) of the Perpetual Securities), at their Redemption Amount, (together with distribution (including any Arrears of Distribution and any Additional Distribution Amounts) accrued to (but excluding) the date fixed for redemption). The Issuer shall, within seven business days of the relevant Effective Date, give notice to the Trustee, the Paying Agents and the Perpetual Securityholders of the occurrence of either event specified in (A) or (B) above and (if applicable) the proposed date of redemption of the Perpetual Securities. Upon the expiry of any such notice of redemption as is referred to in Condition 5(i) of the Perpetual Securities, the Issuer shall be bound to redeem the Perpetual Securities in accordance with Condition 5(i) of the Perpetual Securities.
Limited right to institute proceedings in relation to Perpetual Securities	Notwithstanding any of the provisions in Condition 9 of the Perpetual Securities, the right to institute proceedings for winding-up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4 (IV) of the Perpetual Securities.
Proceedings for Winding-Up	If (i) a final and effective order is made or an effective resolution is passed for the winding-up of the Issuer or (ii) the Issuer fails to make payment of principal or distributions in respect of the Perpetual Securities when due and such failure continues for a period of more than three business days in the case of principal and five business days in the case of distributions, the Issuer shall be deemed to be in default under the Trust Deed and the Perpetual Securities and the Trustee may, subject to the provisions of Condition 9(d) of the Perpetual Securities, institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for such payment.

Taxation	Where the Perpetual Securities are recognised as debt securities for Singapore income tax purposes, all payments in respect of the Perpetual Securities and the Coupons by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Perpetual Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions specified in the Terms and Conditions of the Perpetual Securities. Where the Perpetual Securities are not recognised as debt securities for Singapore income tax purposes, all payments in respect of the Perpetual Securities and the Coupons by or on behalf of the Issuer may be subject to any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax in the same manner as distributions on ordinary units of LREIT and the LREIT Trustee may be obliged (in certain circumstances) to withhold or deduct tax at the prevailing rate (currently 10 per cent. or 17 per cent.) under Section 45G of the Income Tax Act 1947 of Singapore. In that event, the Issuer will not pay any additional amounts in respect of any such withholding or deduction from payments in respect of the Perpetual Securities and the Coupons for or on account of any such taxes or duties. For the avoidance of doubt, neither the Issuer nor any other person shall be required to pay any additional amounts or otherwise indemnify a holder for any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code as amended or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).
Governing Law	English law, except that the subordination provisions set out in Condition 3(b) of the Perpetual Securities applicable to the Issuer shall be governed by and construed in accordance with the laws of Singapore.
Jurisdiction	Non-exclusive jurisdiction of the Courts of England.

SELECTED FINANCIAL INFORMATION

*The following tables present summary consolidated financial information of the Group for the financial year ended 30 June 2022 ("**FY2022**"), the financial year ended 30 June 2023 ("**FY2023**") and the financial year ended 30 June 2024 ("**FY2024**"). This summary consolidated financial information has been derived from the audited consolidated financial statements of the Group for FY2022, FY2023 and FY2024, on the basis of the assumptions and accounting policies stated in, and should be read in conjunction with the audited consolidated financial statements for FY2023 and FY2024, including the notes thereto, which appear in pages F-74 and F-2 of this Offering Circular.*

Statements of Financial Position

	30 Jun 2024 (S$'000)	30 Jun 2023 (S$'000)	30 Jun 2022 (S$'000)
Current assets			
Cash and cash equivalents	34,124	54,224	49,230
Trade and other receivables	8,092	4,049	16,820
Other current assets	7,415	6,888	6,798
Derivative financial instruments	1,304	4,930	2,415
	50,935	70,091	75,263
Non-current assets			
Investment properties	3,673,150	3,642,854	3,593,332
Investment property under development	9,256	7,171	6,105
Investment in associates	4,519	7,758	14,511
Investment in subsidiaries	–	–	–
Equity instrument at fair value	86,098	85,784	–
Intangible assets	61	128	–
Trade and other receivables	–	–	1,479
Other non-current assets	2,551	2,685	1,294
Derivative financial instruments	3,244	9,880	9,980
	3,778,879	3,756,260	3,626,701
Total assets	**3,829,814**	**3,826,351**	**3,701,964**
Current liabilities			
Trade and other payables	55,350	58,135	56,120
Loans and borrowings	357,716	433,611	297,754
Lease liability	196	238	234
Derivative financial instruments	60	369	–
	413,322	492,353	354,108
Non-current liabilities			
Trade and other payables	19,775	22,315	15,146
Loans and borrowings	1,178,254	1,078,572	1,152,146
Lease liability	1,960	1,633	1,871
Derivative financial instruments	4,200	713	–
	1,204,189	1,103,233	1,169,163
Total liabilities	**1,617,511**	**1,595,586**	**1,523,271**
Net assets	**2,212,303**	**2,230,765**	**2,178,693**
Represented by:			
Unitholders' funds	1,811,647	1,829,344	1,775,412
Perpetual securities holders	399,432	399,432	399,442
Non-controlling interests	1,224	1,989	3,839
	2,212,303	**2,230,765**	**2,178,693**
NAV per Unit (S$)	**0.76**	**0.79**	**0.78**

Consolidated Statement of Profit and Loss

	FY2024 (S$'000)	FY2023 (S$'000)	FY2022 (S$'000)
Gross revenue	220,905	204,876	101,662
Property operating expenses	(55,625)	(50,939)	(26,154)
Net property income	**165,280**	**153,937**	**75,508**
Manager's base fee	(10,274)	(10,415)	(6,025)
Manager's performance fee	(8,396)	(7,705)	(3,949)
Other management fees	(818)	(762)	(1,256)
Trustee's fee	(427)	(438)	(303)
Other trust expenses	(1,847)	(3,761)	(4,339)
Net foreign exchange gain/(loss)	7,268	(2,732)	39,853
Dividend income	3,111	–	–
Finance income	1,273	647	259
Finance costs	(68,202)	(51,358)	(16,062)
Profit/(Loss) before tax, change in fair value, impairment and share of profit/ (loss)	**86,968**	**77,413**	**83,686**
Net change in fair value of investment properties & investment property under development	2,901	39,162	49,115
Net change in fair value of equity instrument	314	579	330
Impairment of investment in associates	(94)	(1,067)	(564)
Share of profit/(loss) of associates	592	1,052	5,319
Net change in fair value of derivative financial instruments	(13,440)	1,333	14,796
Profit/(Loss) before tax	**77,241**	**118,472**	**152,682**
Tax expense	–	–	–
Profit/(Loss) after tax	**77,241**	**118,472**	**152,682**
Attributable to:			
Unitholders	58,231	99,924	140,386
Non-controlling interests	58	(352)	1,543
Perpetual securities holders	18,952	18,900	10,753
Profit/(Loss) after tax	**77,241**	**118,472**	**152,682**

Review of Performance

FY2024 vs FY2023

Gross revenue of S$220.9 million for the period was S$16.0 million higher than in FY2023. The increased revenue was mainly attributed to the upfront recognition of supplementary rent in relation to the return of Building 3 by Sky Italia S.r.l., of an amount equivalent to approximately two years of the prevailing annual rent of Building 3 and improved performance from the Singapore properties.

Property operating expenses were S$55.6 million for the period, S$4.7 million higher than in FY2023. The higher expenses were mainly due to higher costs of utilities and property tax from the Singapore properties.

As a result, net property income for the period was S$11.3 million higher than in FY2023.

Finance costs for the period was S$16.8 million higher than in FY2023. The higher finance costs were mainly contributed by the higher average interest rate due to the higher interest rate environment.

FY2023 vs FY2022

Gross revenue of S$204.9 million for the period was S$103.2 million higher than in FY2022. The increased revenue was mainly contributed by the acquisition of Jem in April 2022 (FY2022) and the easing of COVID-19 measures. The higher revenue was partly offset by lower revenue from Sky Complex due to a weaker €/S$ exchange rate.

Property operating expenses were S$50.9 million for the period, S$24.8 million higher than in FY2022. The higher expenses were mainly contributed by the acquisition of Jem.

As a result, net property income for the period was S$78.4 million higher than in FY2022.

Finance costs for the period was S$35.3 million higher than in FY2022. The higher finance costs were mainly contributed by the full year impact from the incremental borrowings to fund the acquisition of Jem and the higher average interest rate amidst the rising interest rate environment.

RISK FACTORS

Prior to making any investment decision, prospective investors in or existing holders of the Securities should consider carefully all of the information in this Offering Circular, including any documents incorporated by reference herein and the risks and uncertainties described below. Any of the risks described below could, individually or cumulatively, materially and adversely affect the Issuer's ability to satisfy its obligations, including those under the Securities, and have a material adverse effect on the Issuer's, LREIT's and/or the Group's business, financial condition or results of operations. In that event, the market price of the Securities could decline and investors may lose all or part of their investment in the Securities. The risks and uncertainties described below are not the only risks and uncertainties the Issuer and the Group face. In addition to the risks described below, there may be other risks and uncertainties not currently known to the Issuer, the LREIT Manager or the Group or that the Issuer or the Group currently deem to be immaterial which may in the future become material risks. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Sub-headings are for convenience only and risk factors that appear under a particular sub-heading may also apply to one or more other sub-headings.

RISKS RELATING TO THE PROPERTIES

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

The Group's properties are diversified across Singapore and Italy and, as LREIT has a global mandate, the Group's properties may in future be located in different markets across the globe. As the Group's Gross Revenue is currently derived from properties located in Singapore and Italy, the results of operations currently depend upon the performance of these economies. A downturn in either of these economies (and any future markets which the Group enters), or the impact that an economic decline in either of these economies (and any economy which the Group may be exposed to), could result in reduced demand for the Group's properties. These may lead to a decline in the rental income, and in turn adversely affect the Group's operations, future growth and in turn LREIT's ability to fulfil its obligations under the Securities.

In addition, the economies in which the Group operates are affected by global events. Global credit markets have in the past experienced, and may continue to experience, volatility and liquidity disruptions, which have resulted in the consolidation, failure or near failure of a number of institutions in the banking and insurance industries. Global trade wars may also impinge upon the health of the global financial system.

In recent years, the global economy and global financial markets have experienced significant volatility as a result of, among other things:

- the occurrence of several health epidemics, such as the COVID-19 pandemic;
- a deterioration in economic and trade relations between the United States and its major trading partners, including China;
- interest rate fluctuations as well as changes in policy rates by the U.S. Federal Reserve and other central banks;
- uncertainties resulting from the UK's exit from the European Union;
- material escalation in geopolitical risks such as the Russia-Ukraine conflict and conflicts in the Middle East (including the Israel-Hamas conflict);
- the slowdown of economic growth in China and other major emerging market economies; and
- the volatility in oil prices.

These events could adversely affect the Group insofar as they result in:

- a negative impact on the ability of tenants to pay their rents in a timely manner or at all, loss of key tenants and difficulties in finding suitable replacement tenants in a timely manner and on a comparable lease term, tenants requesting rental rebates or restructuring of their lease terms due to the impact of an economic downturn or tenants requesting waiver of interest on late payment of rent, thus reducing the Group's cash flow;

- access to capital markets becoming more difficult, expensive or impossible resulting in a material adverse effect on the ability of the Group to obtain debt or equity capital to fund its operations, meet its obligations, purchase additional properties or otherwise conduct its business;

- an increase in counterparty risk (being the risk of monetary loss which the Group may be exposed to if any of its counterparties encounters difficulty in meeting its obligations under the terms of its respective transaction); and/or

- an increased likelihood that one or more of (i) the Group's banking syndicates (if any) or (ii) the Group's insurers, may be unable to honour their commitments to the Group.

Political or constitutional instability, conflicts and/or crises in the countries in which the Group invests may also negatively impact economic conditions in these countries, which may in turn adversely affect the Group's business, financial condition, results of operations and prospects and LREIT's ability to fulfil its obligations under the Securities.

The Group is subject to concentration risk as its portfolio of investment properties currently comprises of three properties

While the Group intends to continue to expand and diversify its portfolio of assets, its current portfolio of investment properties (excluding the multifunctional event space on a site adjacent to 313@somerset which is currently under development) comprises three properties from which the Group derives nearly all of its revenue, namely Jem, 313@somerset and Sky Complex. For the financial year ended 30 June 2024, the Group recognised gross revenue in respect of Jem, 313@somerset and Sky Complex of approximately S$128.9 million, S$56.7 million and S$35.3 million respectively, each of which constituted 58%, 26% and 16% respectively of overall gross revenue. Consequently, the results and operations of the three properties have a significant impact on the Group's overall financial condition and prospects.

Given the foregoing, any risks inherent in property development and/or ownership will be magnified in relation to the Group, as should such risks materialise and result in delays, interruptions and/or other complications on any particular property, the impact on the Group's results of operations, financial condition and prospects will be significant.

The Group is subject to the risk of non-renewal of leases and consequential vacancy periods, and the loss of anchor tenants or a significant number of tenants of any of its properties, or a downturn in the businesses of anchor tenants or a significant number of tenants, could have an adverse effect on the business, financial condition and results of operations of the Group

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

- their financial position;

- the local economies in which they have business operations;

- the ability of tenants to compete with their competitors;

- in instances where tenants have sub-leased the Properties, the failure of the sub-tenants to pay rent; and

- material losses in excess of insurance proceeds.

Certain leases may also grant optional early termination rights to tenants subject to certain conditions, including but not limited to the payment of termination fees or, in the case of leases with major tenants, at certain specified points in time without termination fees, or operate to allow tenants the right to terminate at short notice (such as a six-month notice period or such shorter notice period in the case of rolling leases).

For the month of June 2024, the top 10 tenants of the Portfolio by GRI contributed approximately 36% of the GRI of the Group. As at 30 September 2024, approximately 12.1% of the leases by GRI will be expiring within FY2025 and approximately 27.5% of the leases by GRI will be expiring within FY2026. For the month of June 2024, the Ministry of National Development contributed approximately 11.2% of the GRI of the Portfolio while Sky Italia contributed approximately 10.2% of the GRI of the Portfolio. As such, the Group's financial condition and results of operations and capital growth may be adversely affected by the bankruptcy, insolvency or downturn in the businesses of one or more of the key tenants (particularly Sky Italia, as the sole tenant of two of the three buildings in the Milan Property) or a significant number of tenants of any of its properties, as well as the decision by one or more of these tenants not to renew its lease at the end of a lease cycle or terminate its lease before it expires. If a key tenant or a significant number of tenants terminate their leases or do not renew their leases at expiry, it may be difficult to secure replacement tenants at short notice which may result in a period of vacancy. In addition, the amount of rent and the terms on which lease renewals and new leases are agreed may be less favourable than the current leases. If replacement tenants cannot be found in a timely manner or on terms acceptable to the LREIT Manager, there is likely to be a material adverse effect on the Properties, which could adversely affect the business, financial condition and results of operations of the Group and LREIT's ability to fulfil its obligations under the Securities.

The Group's properties may require capital expenditures periodically and the Group may not be able to secure funding

The Group's properties may require periodic capital expenditures for refurbishment, renovation for improvements and further development in order to remain competitive. The Group may not be able to fund such capital expenditures solely from cash from its operating activities and may not be able to obtain additional equity or debt financing on favourable terms or at all. If the Group is not able to obtain such funding, the attractiveness, marketability and operating efficiency of its properties may be affected, in turn affecting the Group's business, financial condition, results of operations and prospects.

The Group is subject to risks associated with asset enhancements of its properties

The Group's properties may be the subject of asset enhancement initiatives from time to time. Asset enhancement initiatives typically require substantial capital outlay and may take an extended period of time before positive cash flows may be generated. The Group may finance its asset enhancement initiatives through various sources of funds including debt financing. Accordingly, the ability of the Group to undertake its asset enhancement initiatives in certain cases may be subject to its ability to secure adequate funding. As security for payment under debt financing, the Group may also be required to mortgage or pledge certain assets to creditors and/or assign the sale and rental proceeds, performance bonds and insurances in respects of its properties to creditors.

The time taken and the costs involved in completing asset enhancement initiatives can be adversely affected by many factors, including delays in obtaining requisite licences, permits or approval from government agencies or authorities, shortages of materials, equipment, labour and unforeseen engineering, environmental or geological problems, adverse weather conditions, natural disasters, litigation, work stoppages and labour disputes with contractors and subcontractors, accidents, changes in government policies, and other unforeseen problems or circumstances. For instance, the development of the multifunctional event space in Singapore had been delayed due to site-specific and COVID-19-related factors, such as manpower availability and construction cost increases, which are beyond the Group's control. Consequently, changes in the business environment during the length of the project may affect the revenue and cost of the asset enhancement initiative, which in turn may have a direct impact on whether or not the asset enhancement initiative is viable. Factors that may affect the viability of an asset enhancement initiative also include the risk that the receipt of government approvals may take more time than expected, the failure to complete construction according to original specifications, schedule or budget and the availability of financing.

There can also be no assurance that any or all of the current or future asset enhancement initiatives affecting the properties in which the Group has an interest will be completed within the anticipated time frame or budget, if at all,

whether as a result of the factors specified above or for any other reason. The inability to complete any asset enhancement initiative within the anticipated time frame and budget could adversely affect the Group's business, financial condition, results of operations and future growth, thus affecting LREIT's ability to fulfil its obligations under the Securities. In addition, significant pre-operating costs may be incurred and there can be no assurance that these costs can be recovered within a brief period or if at all, and there may be a substantial length of time before an asset enhancement initiative generates revenues and positive cash flows. The failure to adequately prepare for pre-operating costs could adversely affect the Group's business, financial condition, results of operations and future growth, thus affecting LREIT's ability to fulfil its obligations under the Securities.

The Group's properties might be adversely affected if the LREIT Manager, the Property Managers and/or any other person appointed to manage the properties does not provide adequate management and maintenance

As tenants rely on the proper functioning of the facilities and infrastructure of the Group's properties for their business operations, if the LREIT Manager, the Property Managers and/or any other person appointed to manage the relevant property fails to provide adequate management and maintenance to the property, the value or proper operation of such property might be adversely affected which may result in a loss of tenants, which may in turn adversely affect the Group's business, financial condition, results of operations, prospects and thus affecting LREIT's ability to fulfil its obligations under the Securities.

The Group is exposed to general risks associated with relying on third-party contractors to provide various services in respect of its properties

The Group may engage third-party contractors to provide various services in respect of its properties, including property management, facilities management, additions and alterations, fitting-out works, interior decoration, installation, maintenance and servicing of mechanical, electrical and plumbing systems (including heating, ventilation and air-conditioning systems, and lifts and escalators), and landscaping works. The Group is exposed to the risk that a third-party contractor may incur costs in excess of project estimates, which may have to be borne by the Group in order to complete the project. Furthermore, major third-party contractors may experience financial or other difficulties which may affect their ability to carry out construction works, thus delaying the completion of development projects or resulting in additional costs to the Group. There can also be no assurance that the services rendered by the third-party contractors will always be satisfactory or match the Group's targeted quality levels. All of these factors could have an adverse effect on the business, financial condition and results of operations of the Group, which could in turn affect LREIT's ability to fulfil its obligations under the Securities.

The Group may not be able to put in place or maintain adequate insurance in relation to its properties and its potential liabilities to third parties or may suffer material losses in excess of insurance proceeds

The Group's properties face the risk of suffering physical damage caused by fire, terrorism, acts of God such as natural disasters like earthquakes, flooding or other causes, as well as potential public liability claims, including claims arising from the operations of the properties. In addition, certain risks, such as floods and losses caused by the outbreak of contagious diseases, contamination or other environmental impairment or breaches, may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. As an example, the Group's property and casualty insurance policies for its properties do not currently cover acts of war, fraudulent or dishonest acts, nuclear or radio-active contamination, asbestos contamination or other long-term environmental impairments. These are examples as this is not an exhaustive set of policy coverage exclusions.

Further, should an uninsured loss or a loss in excess of insured limits occur, the Group could be required to pay compensation and/or lose capital invested in the affected property as well as anticipated future revenue from that property as it may not be able to rent out or sell the affected property and any financial obligations secured by such property may be accelerated. There is no assurance that material losses in excess of insurance proceeds will not occur. This may in turn affect LREIT's ability to fulfil its obligations under the Securities.

In addition, should the Group fail to put in place or maintain adequate insurance in relation to its Properties and its potential liabilities to third parties, the Group may be exposed to various liabilities and losses to the extent that such assets and liabilities are not adequately insured.

Renovation or redevelopment works or physical damage to the Group's properties may disrupt operations and collection of rental income or otherwise result in an adverse impact on the financial condition of the Group

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

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

These, together with the aforesaid maintenance or repair requirements, may result in unanticipated costs and liability for the Group and may result in an adverse impact on the business, financial condition and results of operations of the Group and LREIT's ability to fulfil its obligations under the Securities.

The Group could incur costs or liability related to environmental matters

The Group's operations are subject to various environmental laws, including those relating to air pollution control, water pollution control, waste disposal, noise pollution control and the storage of dangerous goods. Under these laws, an owner or operator of real property may be subject to liability, including fines or imprisonment, for air pollution, noise pollution or the presence or discharge of hazardous or toxic chemicals at that property. These laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release or presence of the hazardous substances. In addition, the Group may be required to incur expenditure to comply with these environmental laws, which may be substantial. The presence of contamination, air pollution, noise pollution or dangerous goods without a valid licence or the failure to remediate issues relating to contamination, air pollution, noise pollution or dangerous goods may expose the Group to liability or materially adversely affect its ability to sell or let out the real property or to borrow using the real property as collateral.

If the Group's properties are affected by contamination or other environmental effects not previously identified and/or rectified, the Group risks prosecution by environmental authorities and may be required to incur unbudgeted expenditures to remedy such issue, which may in turn affect LREIT's ability to fulfil its obligations under the Securities. In addition, the financial position of the Group's tenants may also be adversely impacted, affecting their ability to trade and to meet their tenancy obligations.

The Group faces risks associated with climate change and climatic conditions

Any failure by the Group to adequately respond to the impact of climate change and associated legislative requirements could result in litigation (if, for instance, reporting requirements are not met), reduced profit due to the impact of increased costs associated with enhancing energy efficiency and other costs associated with upgrading existing buildings to comply with new building codes or other regulatory or contractual obligations. The Group may also be adversely impacted by a loss of market share if building designs do not address community expectations or match its competitors on sustainability issues.

Occurrence of any acts of God, natural disasters, war and terrorist attacks and other events beyond the control of the Group, including outbreaks of communicable diseases such as H1N1 influenza, H7N9 influenza and COVID-19, may adversely and materially affect the business and operations of the Group's properties

Acts of God, such as natural disasters, war and terrorist attacks, are beyond the control of the Group or the LREIT Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population. The Group's properties, business and financial condition may be adversely affected should such acts of God, natural disasters or pandemics occur. There is no assurance that any war, terrorist attack or other hostilities in any part of the world, potential, threatened or otherwise, will not, directly or indirectly, have an adverse effect on the operations of the Group's properties and hence LREIT's ability to fulfil its obligations under the Securities.

In addition, physical damage to the properties resulting from any acts of God, natural disasters, war, or terrorist attacks may lead to a significant disruption to the business and operation of the Group's properties. This may result in the loss of invested capital in affected properties and anticipated future revenues as the Group may not be able to rent out or sell the affected properties. The Group may also suffer a loss of or disputes with existing tenants in the affected properties and any financial obligations secured by such properties may be accelerated. These may in turn affect LREIT's ability to fulfil its obligations under the Securities.

The outbreak of infectious diseases such as the Severe Acute Respiratory Syndrome, Ebola virus disease, Middle East Respiratory Syndrome corona virus, H5N1 influenza, H1N1 influenza, H7N9 influenza and COVID-19 in Singapore, Italy and elsewhere, have resulted in a negative impact on the economy and business activities in Singapore, Italy and in other countries that the Group could potentially expand to and thereby adversely impact the revenues and results of operations of the Group.

In addition, the outbreak of such communicable diseases on a global scale may affect investment sentiment and result in volatility in the global capital markets or adversely affect Singapore, Italy and other economies. Such outbreak has resulted in restrictions on travel and public transportation and prolonged closures of workplaces, which may have a material adverse effect on the global economy. This may adversely affect the supply of or demand for property (including retail and commercial property), which may in turn have an adverse impact on rental income which forms a substantial part of the Group's revenue. Although the global economy has, to a large extent, recovered from the COVID-19 pandemic, any future pandemic, outbreaks of infectious diseases or any other serious health concerns including the resurgence of COVID-19 may have a material adverse impact on the global economy and financial markets and may materially and adversely affect the Group's business, financial condition and results of operations, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

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

The representations, warranties and indemnities granted in favour of the Group in the sale and purchase agreements in connection with the acquisition of its properties ("**Sale and Purchase Agreements**") are subject to various conditions and limitations as to the scope, amount and the timing of claims which can be made thereunder. Such conditions and limitations include, amongst others, conditions and limitations on time, scope, amount, minimum size of claims, the aggregate amount claimable and the losses that the relevant party would have to bear before making a claim.

Further, the representations, warranties and indemnities in respect of the Singapore Properties are further limited by the claim limits under the relevant warranty and indemnity insurance policy procured by the Group under the relevant Sale and Purchase Agreements (together, the "**W&I Insurance Policies**"). The W&I Insurance Policies themselves are also subject to conditions and limitations, including conditions and limitations on time, scope, amount, minimum size of claims, the aggregate amount claimable and the losses that the Group would have to bear before making a claim under the relevant W&I Insurance Policy. The Group has agreed that its only claim in respect of the acquisition of the Singapore Properties under the relevant Sale and Purchase Agreement will be under the relevant W&I Insurance Policy.

While the LREIT Manager considers that the limits set out in the W&I Insurance Policies are consistent with market claim limits for transactions of this type, taking into account the risks of breach and likely quantum of loss, the Group may not have full coverage for all losses or liabilities which the Group might suffer in connection with the acquisition of the Portfolio and will need to rely on its own due diligence to mitigate against the risk of such losses and liabilities.

While the LREIT Manager believes that reasonable due diligence has been performed with respect to the Portfolio, there can be no assurance that there will not be any losses or liabilities suffered by the Group in connection with the Portfolio, which is beyond the limits of the recourse under the Sale and Purchase Agreements and the W&I Insurance Policies. In the event that the Group suffers losses or liabilities in connection with the Portfolio to which it has no recourse or only limited recourse to under the Sale and Purchase Agreements and the W&I Insurance Policies, the Group's financial condition, business, results of operations and/or prospects may be materially adversely affected, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

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

The LREIT Manager believes that reasonable due diligence investigations with respect to the Group's properties have been and will be conducted prior to their acquisition. However, there is no assurance that the Group's properties will not have defects which require repair or maintenance (including design, construction or other property or equipment defects which may require additional capital expenditure, special repair or maintenance expenses or be affected by breaches of laws and regulations) other than those which have been previously disclosed to the LREIT Manager. Such defects or deficiencies may require significant capital expenditure or obligations to third parties and involve significant and unpredictable patterns and levels of expenditure which may have a material adverse effect on the Group's earnings, cash flows and prospects. There can also be no assurance that any of the Group's reviews, surveys or inspections (or the relevant review, survey, inspection reports or other information on which the Group has relied or been provided) would have revealed all defects or deficiencies in the properties that the Group has an interest in, including the title thereof. These may in turn affect LREIT's ability to fulfil its obligations under the Securities.

Any expert report that the LREIT Manager relies or has relied on as part of its due diligence investigations of the Group's properties may also be subject to inaccuracies and deficiencies. This may be because certain building defects and deficiencies are difficult or impossible to ascertain due to limitations inherent in the scope of the inspections, the technologies or techniques used and other factors. Further, notwithstanding that due diligence investigations have been and will be carried out on the Group's properties, some of the properties may still not be in compliance with certain laws and regulations, which may result in the LREIT Manager having to incur financial or other obligations in relation to such breaches or non-compliance. This may affect the financial condition and results of operations of the Group which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

In addition, the contractual representations and warranties given by the respective vendors are limited as to the scope, amount and timing of claims which can be made thereunder and may not afford complete protection from costs or liabilities arising from defects or deficiencies. There is no assurance that the Group will be entitled to be reimbursed under such representations and warranties for any losses or liabilities suffered or incurred by it as a result of its acquisition of these properties. This may affect the financial condition and results of operations of the Group, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

The Portfolio could be affected by missing documents

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

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

The Group's properties may face increased competition from other properties

The Group's properties are, and the Group expects that subsequently acquired properties will be, located in areas where other competing properties are present and new properties may be developed which may compete with the

Group's properties. Some competing properties may be newer, be better located, have more attractive features, floor plans or amenities or otherwise be more attractive to tenants. Competing properties may also have lower rates of occupancy or operating cost than the Group's properties, which may result in competing owners offering available space at lower rents than offered at the Group's properties.

The income from, and the market value of, the Group's properties will be dependent on the ability of the properties to compete against other properties for tenants. As substantially all of the income generated from the Group's properties is derived from rentals, the Group's cash flow may be adversely affected by any significant decline in the rental rates at which the Group is able to lease its properties and to renew existing leases or attract new tenants.

In addition, if competitors sell assets similar to those that the Group intends to divest, the Group may not be able to dispose of its assets on favourable terms within a reasonable time period, or at all. Furthermore, if the Group's competitors sell similar assets at lower prices than comparable assets held or managed by the Group, it may have an adverse impact on the market value of these assets. Likewise, the existence of pricing competition for lettable properties may have a material adverse impact on the Group's ability to secure tenants for the properties at satisfactory rental rates and on a timely basis.

There can be no assurance that the rental rates will not decline at some point during the period from each issue of the Securities until their redemption. If competing properties are more successful in attracting and retaining tenants, or similar properties in their vicinity are substantially upgraded and refurbished, the income from the Group's properties and subsequently acquired properties could be reduced, adversely affecting the business, financial condition, results of operations, and prospects of the Group and the ability of LREIT to fulfil its obligations under the Securities.

The valuation of the Group's properties are based on various assumptions and the price at which the Group is able to sell such properties in the future may be different from the initial acquisition value

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

The valuation of any property does not guarantee a sale price at that value at present or in the future.[1] The price at which the Group may sell a property may be lower than its purchase price or the anticipated sale price projected at the time of acquisition. General property prices, including those of office and retail properties, are subject to the volatilities of the property market and there can be no assurance that the Group will not be required to make a downward revaluation of its properties. Any fall in the Gross Revenue or NPI earned from the Group's properties will result in a downward revaluation of such properties. Downward revaluations could negatively affect the Group's gearing, which could in turn trigger a default under certain loan covenants and/or impact the Group's ability to refinance its existing borrowings or secure additional borrowings.

In addition, the Group is required to measure investment properties at fair value at each balance sheet date and any change in the fair value of the investment properties is recognised in the statements of total return. Changes in fair value may have an adverse effect on the Group's financial results for the financial year if there is a significant decrease in the valuation of the Group's investment properties which results in revaluation losses that are recognised in its statements of total return.

Amenities and transportation infrastructure near the Group's properties may be closed, relocated or terminated

The proximity of amenities and transportation infrastructure such as train stations and bus interchanges to the Group's properties influence the demand for and hence the occupancy of such properties.

Jem is located in Jurong Gateway, the commercial hub of the Jurong Lake District. It is situated next to the Jurong East MRT Station and bus interchange.

[1] The valuations of the Properties by the Independent Valuers reflect valuations as of 30 June 2024. Market conditions and movements in the property markets in which the Properties are located are also factors that can affect the value of the Properties after 30 June 2024.

313@somerset is situated along Orchard Road, the major shopping belt and tourist attraction in Singapore. 313@somerset has direct access to Somerset MRT Station on basement 2 and level 1 and is connected to the adjacent retail mall of Orchard Gateway on levels 1 and 4.

The Milan Property is situated in the area flanked by Via Luigi Russolo on the northwest and Via Monte Penice on the southeast and is located within the Milan Periphery office submarket of Milan.

The Milan Property is also accessible via public transport. The Rogoredo subway station is located about 150 metres away, providing access to Yellow-MM3 line of the Milan Metro network and served by multiple bus lines. The closest railway station is Milano Rogoredo, also located about 150 metres away. The station is served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples.

Linate Airport is located about 7.5 kilometres from the buildings, and is 10 minutes by car accessible from the San Donato exit of the Tangenizale Est (Milan ring-road) and 40 minutes by public transportation. The Milan Property is also accessible by car. It is close to the A1 Motorway – Autostrada del Sole (exit "San Donato Milanese", about 1km distance) and the A51 East Milan Ring Road – Tangenziale Est di Milano (exit "Milano Rogoredo/San Donato Milanese", about 1km distance).

There is no assurance that amenities, transportation infrastructure and public transport services near the Group's properties will not be closed, relocated or terminated. If such an event were to occur, it could adversely impact the accessibility of the relevant property and the attractiveness and marketability of the relevant property to tenants which may in turn have an adverse impact on the demand and rental rates for the relevant property and the ability of LREIT to fulfil its obligations under the Securities.

There may be unknown or contingent liabilities related to the Group's properties or entities that the Group has acquired or may acquire, which may result in damages and investment losses

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

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

As a result, there is no guarantee that the Group will recover any or all amounts with respect to losses due to breaches by the vendors of their representations and warranties. In addition, the total amount of costs and expenses that the Group may incur with respect to liabilities associated with the properties acquired may exceed the Group's expectations. Any of these matters could have a material adverse effect on the Group and the ability of LREIT to fulfil its obligations under the Securities.

The Group's properties or a part of them may be acquired compulsorily by the respective governments in the countries in which such properties are located

The Group's properties or any part of them that the Group has acquired in Singapore or Italy or may acquire in the future in these countries or other countries that the Group expands to, may be acquired compulsorily by the respective governments in these countries.

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

Singapore

Under the laws and regulations of Singapore, the Land Acquisition Act 1966 of Singapore (the "**Land Acquisition Act**") gives the Singapore Land Authority the power to acquire any land in Singapore (i) for any public purpose; (ii) where the acquisition is of public benefit or of public utility or in the public interest; or (iii) for any residential, commercial or industrial purposes.

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

Italy

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

In the event that the compensation paid for the compulsory acquisition of any of the properties (or part thereof) is less than the market value of the relevant property, such compulsory acquisitions would have an adverse effect on the revenue of the Group, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

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

The land on which each of the Singapore Properties is located is held under a registered State lease issued by the President of the Republic of Singapore. The State lease contains terms and conditions commonly found in State leases in Singapore, including the President of the Republic of Singapore's right as lessor to re-enter the land on which the relevant Singapore Property is located and terminate the relevant State lease (without compensation) in the event the lessee fails to observe or perform the terms and conditions of the State lease. Should such an event happen, the revenue of the Group will be adversely affected, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

LREIT holds each of the Singapore Properties on a lease from the State, and as the term of the leasehold interest diminishes or upon the expiry of the lease through effluxion of time, the NAV of the Group may be affected

The LREIT Trustee, on behalf of LREIT, holds Jem and 313@somerset, which make up approximately 61% and 28% respectively of the investment property value of the Portfolio as at 30 June 2024, under State leases which (in the case of Jem) is for a 99-year term commencing from 27 September 2010 and expiring on 26 September 2109, and (in the case of 313@somerset) is for a 99-year term commencing from 21 November 2006 and expiring on 20 November 2105.

As the Singapore Properties are each comprised in a leasehold interest, the term of the leasehold interest will diminish over time and expire, and upon the expiry of each of the State lease, LREIT will have to surrender the relevant Singapore Property to the President of the Republic of Singapore. The NAV of the Group may be affected by the diminution of the term of the leasehold interest over time and such surrender may in turn affect LREIT's ability to fulfil its obligations under the Securities.

Risks relating to the Grange Road property

On 13 June 2020, it was announced that LREIT was awarded a tender by the Government of the Republic of Singapore (the "**Government**") to redevelop the 48,200 square feet[2] carpark at Grange Road into a multi-functional event space. The Grange Road property was held under a tenancy agreement (the "**Tenancy Agreement**") with an initial tenancy term of

[2] Floor area and scheme are subject to final design and approval by the authorities.

three years, which may be renewed for a further two consecutive tenancy terms not exceeding three years each and a final tenancy term not exceeding 364 calendar days. LREIT is currently in its second tenancy term of the Tenancy Agreement. While LREIT hopes that an extension of the Tenancy Agreement could be granted for further tenancy terms, any such renewal of the Tenancy Agreement is at the sole discretion of the Government and there can be no assurance that the Government will agree to any renewal of the tenancy following the expiry of each term of tenancy.

The Grange Road property is leased on an "*as is where is*" basis subject to all easements and rights (if any) subsisting thereon and LREIT, as tenant, is required to ascertain the exact and detailed conditions and requirements of all relevant public authorities in respect of the proposed use of the premises and observe and comply with the same at its own cost and expense. There can be no assurance that any of the Group's requisitions, reviews, surveys or inspections (or the relevant requisitions, review, survey, inspection reports or other information on which the Group has relied or been provided) would have revealed all such conditions and requirements (including defects or deficiencies) in the Grange Road property. Subsequent discovery of any unknown conditions or requirements (including defects or deficiencies) may require significant capital expenditure or obligations to third parties and involve significant and unpredictable patterns and levels of expenditure which may have a material adverse effect on the Group's earnings, cash flows and prospects.

The Tenancy Agreement contains terms and conditions which, *inter alia*, restrict the use of the property and the right of LREIT to let out the space, and provide that during the tenancy term, the Government (as landlord) and the Singapore Tourism Board may request for a licence for use of the event space for up to 10 days of each year of the tenancy term, and LREIT shall grant such licence at no cost. The Government, as landlord, also has rights to re-enter the land on which the Grange Road property is located and terminate the Tenancy Agreement (without compensation) in the event LREIT, as tenant, *inter alia*, fails to observe or perform the terms and conditions of the Tenancy Agreement.

Should the aforementioned events happen, the revenue of the Group will be adversely affected, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

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

The land on which Jem is located is affected by Gazette No. 3623 dated 1 October 1988, Gazette No. 741 dated 26 February 1990, Gazette No. 2048 dated 11 July 2008 and Gazette No. 3083 dated 30 October 2009, while the land on which the 313@somerset is located is affected by Gazette No. 2356 dated 14 July 1988, Gazette No. 2509 dated 14 September 2000, Gazette No. 257 dated 28 January 2011, Gazette No. S428/2010 dated 3 August 2010 and Gazette No. S232/2011 dated 29 April 2011, each of which relate to various matters concerning the operation of the mass rapid transit system.

In addition, certain parts of the Singapore Properties are within the railway safety zone and any restricted activity being carried out on the railway safety zone shall be subject to the regulations under the Rapid Transit Systems (Railway Protection, Restricted Activities) Regulations. Such restricted activities include, *inter alia*, the use of any crane, piling equipment, excavator or any other mechanical equipment or vehicle, the storage of materials and the erection of temporary structures such as maintenance towers and hoardings or other similar temporary structures. If LREIT intends to carry out any restricted activity within the railway safety zone, the Land Transport Authority ("**LTA**") has the power to impose terms and conditions for, or to require the stoppage of, any restricted activity which, in the opinion of the LTA (a) has caused or is likely to cause damage to any part of the railway or railway premises, or (b) endangers or is likely to endanger the safety of any person travelling or being upon the railway. Further, given the proximity to the rapid transit system, LREIT will not be allowed to carry out any restricted activity within six metres of the railway and any person contravening such restriction shall be guilty of an offence. In addition, as the Singapore Property is affected by railway 1st reserve lines, any restricted activities must be carefully planned and carried out under close supervision and diligence to avoid damaging or affecting the mass rapid transit structures and the safety of railway operation. Any proposal for works within the 1st reserve must be submitted to the LTA for review and approval beforehand. These restrictions may affect the ability of LREIT to carry out any asset enhancement or other development or rectification works in respect of the Singapore Properties. The attractiveness of the Singapore Properties and its ability to command higher rents may in turn be reduced, which may affect LREIT's ability to fulfil its obligations under the Securities.

The Singapore Properties are affected by lines of road reserves

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

Any acquisition by the government of land in respect of road reserves or removal of building protrusions into the road reserves may affect the value of the Singapore Properties, which in turn affects the Aggregate Leverage and the amount the Group may borrow.

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

On 18 December 2023, the LREIT Manager completed a strategic lease restructuring exercise for the Milan Property to mitigate tenant concentration risk. Prior to the restructuring, the Milan Property was fully leased to Sky Italia until 2032, subject to tenant's option to pre-terminate in 2026. With the restructured lease, Buildings 1 and 2 remain tenanted to Sky Italia for an initial term of nine years and one month commencing on 15 December 2023 till January 2033, with an option given to Sky Italia to renew for an additional term of six years. Sky Italia will not have a right to pre-terminate the restructured lease. Building 3 of Sky Complex is currently undergoing repositioning for multi-tenancy use.

The Milan Property is bound by certain pre-emption rights, as described below, set forth under Tenancy Law no. 392/1978 (Italy) (the "**Tenancy Law (Italy)**"), which can be derogated from in commercial leases where the rent is higher than €250,000.

Pursuant to Section 38 of the Tenancy Law (Italy), a lessee carrying out activities involving direct contact with the public has a pre-emption right to the relevant property if the landlord intends to sell the relevant property during the term of the lease. The lessee is entitled to exercise the pre-emption right to purchase the property on the same terms and conditions on which the landlord wishes to sell to other parties within 60 days of the date on which the landlord's preemption notice has been received by the tenant. If the pre-emption right is exercised, the lessee shall pay the landlord the purchase consideration and execute the sale agreement or the deed of transfer within the 30 days following the expiry of the above 60-day period (unless differently indicated in the above pre-emption notice). While the application of Section 38 of the Tenancy Law (Italy) has been explicitly excluded for the lease with Sky Italia, with regards to the lease of parts of Building 3 of Sky Complex, such pre-emption right will apply (i) in lease agreements where the annual rent is less than €250,000 per annum (whereby the pre-emption right cannot be excluded by operation of law), and (ii) in any other lease agreement (regardless of the amount of annual rent) where this right is not departed from.

Further, under Section 40 of the Tenancy Law (Italy), a lessee carrying out activities involving direct contact with the public will have a pre-emption right over a new lease of its tenanted space following the expiration of its existing lease agreement. Following the expiration of their respective existing lease agreements, the landlord (who intends to enter into a new lease agreement to a third party) must offer Sky Italia or any other lessee of Building 3 of Sky Complex carrying out activities involving direct contact with the public (unless the relevant lease agreement providing an annual rent higher than €250,000 derogates from Section 40 of the Tenancy Law (Italy)) a new lease if Sky Italia or such other lessees matches the respective terms offered by the landlord. In addition, Section 34 of the Tenancy Law (Italy) entitles a lessee carrying out activities involving direct contact with the public to receive a "goodwill indemnity" equal to 18 times the monthly rent in the event that the lease is not renewed by the landlord upon expiration, and that "goodwill indemnity" amount is doubled if the asset is leased to another lessee operating the same business as the former lessee within a year.

This affects the landlord's ability to negotiate with Sky Italia and such other lessees, to source and enter into lease agreements with new tenants with respect to such space or otherwise to capitalise on other sources of value in the

Milan Property. Should the rent offered to Sky Italia or such other lessees be below the prevailing market rent at the time that the relevant existing lease agreement expires due to the inability of the landlord to seek genuine offers from potential new tenants, the Group may be unable to capture any potential market upside in respect of leasing of the Milan Property.

RISKS RELATING TO THE GROUP'S OPERATIONS

The LREIT Manager may not be able to successfully implement its investment strategy for the Group

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

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

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

In the event that the LREIT Manager is not able to successfully implement its investment strategy for the Group or effectively compete against its competitors, the Group's business, financial condition and results of operations may be adversely affected, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

The Group's properties may be jointly owned with third parties, which may have an impact on the liquidity, value and management of the relevant properties

The Group may be exposed to the ordinary risks relating to the partial and joint ownership of assets. If so, the LREIT Manager will not have sole discretion to manage these properties through the partnership/property holding companies/trust/jointly owned properties. Under the relevant shareholders' agreements, partnership agreements, joint venture/owners agreements (as the case may be) relating to the partnership/property holding companies/trust/jointly owned properties that are not wholly owned by the Group, certain matters, such as amending the joint venture agreements, trust deed, changing the business or equity structure, issuing securities, use of funds and borrowings, replacing the property manager and appointment of key personnel, may require a unanimous or majority shareholders'/partners' approval of the relevant property companies.

There is no assurance that such unanimous or majority approval from the shareholders/partners of the properties can be obtained. Should the relevant resolutions not be passed, this may adversely affect the Group's financial condition and results of operations.

In addition, if the other shareholders/partners of the properties or the holding company of the properties are obliged to contribute additional capital or funds to the properties, but lack financial resources at the relevant time to meet these obligations, necessary capital or funds required for development or operations may be delayed or cancelled. This may adversely affect the Group's business, financial condition and results of operations, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

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

In the event that any major tenants of the Group are unable to pay their rent or breach their obligations under the lease agreements, the Group's results of operations and financial condition may be adversely affected, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

Factors that affect the ability of such major tenants to meet their obligations include, but are not limited to:

- their financial condition;

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

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

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

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

The Group may, from time to time, require further debt financing to achieve its investment strategies, asset enhancement initiatives or capital expenditure requirements and may find itself unable to achieve these if they involve and require debt financing in excess of the borrowing limits imposed by the Property Funds Appendix. In the event that the Group decides to incur additional borrowings in the future, the Group may face adverse business consequences as a result of this limitation on future borrowings, and these may include:

- having to miss out on attractive acquisition opportunities which may be available for only a limited period of time but for which debt financing in excess of the borrowing limits would have been required;
- an inability to fund capital expenditure requirements, refurbishments, renovation and improvements, asset enhancement initiatives and development works of the Group's portfolio or for future acquisitions of properties;
- a decline in the value of the Deposited Property may, among other things, cause the borrowing limit to be exceeded, thus affecting the Group's ability to make further borrowings; and
- cash flow shortages which may have an adverse impact on the Group's ability to satisfy its existing debt obligations and/or LREIT's obligations in respect of the Securities, that the Group and/or LREIT might otherwise be able to resolve by borrowing funds.

Under the prevailing Property Funds Appendix, the aggregate leverage of LREIT should not exceed 50% of the value of all the assets of LREIT, including all the Authorised Investments of LREIT for the time being held or deemed to be held by LREIT under the Trust Deed (the "**Deposited Property**")[3] at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units) and LREIT should have a minimum interest coverage ratio[4] of 1.5 times (together, the "**Aggregate Leverage and Interest Coverage Requirements**"). As at 30 June 2024, the Group has in place total gross borrowings of approximately S$1,565.7 million, an Aggregate Leverage (as defined in the Property Funds Appendix) of approximately 40.9% and an interest coverage ratio of 1.7 times.

[3] Where the proportion of LREIT's economic interests and its voting rights in a special purpose vehicle ("**SPV**") differ, the Deposited Property shall be based on LREIT's economic interests in such SPV.

[4] "**interest coverage ratio**" means a ratio that is calculated by dividing the trailing 12 months earnings before interest, tax, depreciation and amortisation (excluding the effects of any fair value changes of derivatives and investment properties, and foreign exchange translation), by the trailing 12 months interest expense, borrowing-related fees and distributions on hybrid securities.

There can be no assurance that LREIT will be able to meet the Aggregate Leverage and Interest Coverage Requirements at all times. If LREIT is not able to meet the Aggregate Leverage and Interest Coverage Requirements, it will not be permitted under the Property Funds Appendix to incur additional borrowings or enter into further deferred payment arrangements. In addition, there may be adverse consequences in relation to LREIT's existing borrowings. If LREIT is unable to comply with the Aggregate Leverage and Interest Coverage Requirements, there may in turn be adverse effects on the Group's business, financial condition, results of operations and prospects and thus affecting LREIT's ability to fulfil its obligations under the Securities.

The Group may have a higher level of leverage compared to other unit trusts

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

The Group may face risks associated with debt financing and the facilities and the debt covenants could limit or affect the Group's operations

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

If the Group defaults under any of its present or future debt facilities, the lenders under these facilities may be able to declare a default and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided, and utilise the proceeds therefrom to repay the principal and interest under these facilities, which may result in a loss of income and asset value to the Group.

As at 30 September 2024, 100.0% of the Group's properties are unencumbered. However, the Group may, in future, mortgage any of its properties to secure payment of its bank borrowings. If the Group is unable to meet interest or principal payments in respect of such borrowings, such properties may be foreclosed by creditors or creditors may require a forced sale of such properties. This may result in a loss of income and asset value to the Group. In an event of default on the Notes, enforcement event on the Perpetual Securities, or default under any other indebtedness or upon the Group's bankruptcy, liquidation or reorganisation, any secured indebtedness of third party creditors to the properties would rank ahead of the Securities to the extent of the value of the properties securing their indebtedness. The holders of the Securities would only have a (in the case of Notes and Senior Perpetual Securities) senior unsecured claim against those assets to the extent any remain after satisfying the obligations under secured indebtedness.

There is also no assurance that the creditors will be able to realise the original purchase price or the current market value of the properties if they are divested under any enforcement action in the future. If the LREIT Manager wishes to dispose of any properties, it would (for so long as such properties are mortgaged) require the approval of the secured creditors. The need for such approval may restrict the Group's ability to freely dispose of its properties as there is no assurance that the approval would be obtained in time or at all.

In addition, under the present debt facilities of the Group (the "**Facilities**"), it is a change of control event if the LREIT Manager or the Singapore Property Manager ceases to be a subsidiary (directly or indirectly) of the Sponsor without the consent of the lenders under these Facilities and this may give rise to a mandatory prepayment event which may have a material adverse impact on the Group's financial condition if mandatory prepayment was required and no replacement debt could be obtained.

If principal amounts due for repayment at maturity cannot be refinanced, extended or paid with proceeds of other capital transactions, such as new equity capital, LREIT may not be able to fulfil its obligations under the Securities.

The Group may be subject to the risk that the terms of any refinancing undertaken will be less favourable than the terms of the original borrowings. While the Group is currently not subject to covenants that may limit or otherwise

adversely affect its operations, the terms of any refinancing undertaken in the future may contain such covenants and other covenants may also restrict the Group's ability to acquire properties or undertake capital expenditure and may require it to set aside funds for maintenance of, or require the Group to maintain, certain financial ratios (e.g. loan to value ratios). The triggering of any of such covenants may have an adverse impact on the Group's financial condition.

The Group is exposed to the risk of rising interest costs and the risk of changes in economic circumstances

The Group is charged interest at rates which may fluctuate according to market rates charged by commercial banks and its profitability may be adversely affected in the event that the interest expense arising from such debt financing is under-estimated. If prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of creditors to make commercial property loans) result in higher interest rates, the interest expense relating to such refinanced indebtedness would increase, thereby adversely affecting the Group's cash flow and LREIT's ability to fulfil its obligations under the Securities. In a climate of rising interest rates, the costs of financing the Group's investments (including servicing its indebtedness) will increase and this will adversely affect the LREIT's ability to fulfil its obligations under the Securities. Whilst the Group has taken steps to manage this risk through its inherent interest rate risk management policies, this may nonetheless be insufficient.

Additionally, a proportion of the Group's expected cash flow may be required to be dedicated to the payment of interest on its borrowings, thereby reducing the funds available to the Group for use in its general business operations. Such indebtedness may also restrict the Group's ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause it to be vulnerable in the event of a general economic downturn.

Neither LREIT nor the LREIT Manager has a long established operating history

LREIT was constituted on 28 January 2019, and the LREIT Manager was incorporated on 21 January 2019. While the Lendlease Group was founded in 1958, neither LREIT (as a REIT) nor the LREIT Manager (as the manager of LREIT) has sufficient operating histories by which their past performance may be judged. There is no assurance that LREIT will be able to generate sufficient revenue from operations to fulfil its obligations under the Securities.

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

The CMS Licence issued to the LREIT Manager is subject to, *inter alia*, the LREIT Manager's compliance with the conditions stipulated by the MAS. If the CMS Licence of the LREIT Manager is cancelled by the MAS, the operations of LREIT will be adversely affected, as the LREIT Manager would no longer be able to act as the manager of LREIT. LREIT would also have to expend time and resources searching for a replacement manager and the operations of LREIT may be adversely affected, which may in turn affect its ability to fulfil its obligations under the Securities.

LREIT was authorised as a collective investment scheme on 25 September 2019 and must comply with the requirements under the SFA and the Property Funds Appendix. In the event that the authorisation of LREIT is suspended, revoked or withdrawn, its operations will also be adversely affected, which may in turn affect its ability to fulfil its obligations under the Securities.

Future acquisitions may not yield the expected returns and integration and operations of these new acquisitions may result in disruptions to the Group's business and strain management resources

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

In addition, the Group's acquisition growth strategy and asset selection process may not be successful and may not provide positive returns to the Group. For example, the expected benefit, synergies or efficiencies from such

acquisitions may take longer than expected to be achieved or may not be achieved at all. The Group's ability to successfully integrate and operate its properties are subject to the following risks:

- it may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties, as well as require substantial management time and attention;
- it may be unable to integrate new acquisitions quickly and efficiently, particularly acquisitions of operating businesses or portfolios of properties, into its existing operations;
- acquired properties may be subject to reassessment of value for tax purposes, which may result in higher than expected property tax payments;
- its tenant retention and lease renewal risks may be increased; and
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates and/or higher than expected tenant incentives.

Any inability to integrate and operate acquired properties to meet the Group's financial, operational and strategic expectations could have a material adverse effect on the Group, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

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

As at 3 December 2024 (the "**Latest Practicable Date**"), the LREIT Manager as well as the Singapore Property Manager and the AIF Manager are part of the Sponsor Group. The Sponsor Group is engaged in the investment management, development and project management and construction businesses. The Sponsor or its subsidiaries may draw on its investment management experience to provide support to the Group through the LREIT Manager. Furthermore, the relevant Asset Managers and the other relevant Property Managers are or may be also wholly-owned by Lendlease Corporation. As a result, the strategy and activities of the Group may be influenced by the overall interests of the Sponsor Group.

Whilst the LREIT Manager has instituted procedures to deal with potential conflicts of interest, nonetheless, if these entities were to manage a property which competes with the Properties, there can be no assurance that these entities will not favour properties in the Sponsor Group's own property portfolio over those owned by the Group when providing leasing and other asset management services to the Group. The Sponsor Group may in future, also sponsor, manage or invest in other vehicles which may also compete directly with the Group. This could lead to lower occupancy rates and/or lower rental income for the properties as a whole and this could adversely affect LREIT's ability to fulfil its obligations.

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

The Group's performance depends, in part, upon the continued service and performance of the executive officers of the LREIT Manager, the Asset Managers, the Property Managers or any other person appointed to manage a property. These key personnel may leave the employment of the LREIT Manager, the relevant Asset Managers and Property Managers and/or any other person appointed to manage a property. If any of the above were to occur, time will need to be spent searching for a replacement and the duties for which such executive officers are responsible may be affected. The loss of any of these individuals could have a material adverse effect on the business and operations of the LREIT Manager which may in turn impact the financial condition and the results of operations of the Group, and LREIT's ability to fulfil its obligations under the Securities.

The Group may from time to time be subject to legal proceedings and government proceedings

The Group may be involved from time to time in disputes with various parties such as tenants, contractors, sub-contractors, consultants, suppliers, construction companies, purchasers and other partners involved in the asset enhancement, operation and purchase of its properties. These disputes may lead to legal and/or other proceedings,

and may cause the Group to suffer additional costs and delays. There can be no assurance that the Group will not be involved in such proceedings or that the outcome of these proceedings will not adversely affect the financial condition, results of operations or cash flow of the Group.

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

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

The Group's ownership, operation and rights in respect of its properties are subject to various laws and regulations (including tax laws and regulations) and policies of government and regulatory authorities in Singapore, Italy, and any future markets in which the Group may enter.

For example, these laws and regulations can impose limitations on the Group's operations and plans with respect to its properties. Compliance with, as well as failure to comply with, such laws, regulations and policies can have an adverse effect on the business, financial condition, results of operations and prospects of the Group, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

Further, the applicable laws, regulations (including tax laws and regulations) and government policies which the Group is subject to in Singapore, Italy, and any future markets in which the Group may enter, and the International Financial Reporting Standards are subject to change. New laws, regulations (including tax laws and regulations) and government policies may also be introduced in these jurisdictions. As a result, the Group (including its financial statements) may be affected by these changes. There can be no assurance that such changes will not have a significant impact on the presentation of the Group's financial statements or on the Group's results of operations.

Changes in legislation, regulations (including tax laws and regulations) or government policies may also increase the cost of compliance with such laws, regulations or policies and may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance. As a result, such changes may adversely affect LREIT's ability to fulfil its obligations under the Securities. There can be no assurance that any such changes to laws, regulations, government policies and accounting standards will not materially and adversely affect the business, financial condition and results of operations of the Group.

LREIT may be unable to comply with the terms and conditions of tax rulings and tax exemptions obtained, or such tax rulings or tax exemptions may be revoked or amended

LREIT has obtained certain tax rulings/confirmations ("**Tax Rulings**") from the IRAS and the Ministry of Finance in relation to Singapore income tax treatment of certain income from its properties.

- The IRAS has granted tax transparency treatment to LREIT in respect of certain taxable income ("**Specified Taxable Income**"). Broadly, subject to meeting the terms and conditions that the LREIT Trustee and the LREIT Manager have undertaken to comply with for purposes of the application for the tax transparency treatment, which includes a distribution of at least 90% of the Specified Taxable Income of LREIT, LREIT is not subject to tax on the Specified Taxable Income distributed to the Unitholders in the same period in which the Specified Taxable Income was derived.

- Pursuant to the Foreign-sourced Income Tax Exemption granted by the Ministry of Finance and subject to the meeting of certain conditions, the distributions received from Lendlease Global Commercial Italy Fund by LREIT's wholly-owned subsidiary, Lendlease Global Commercial (IT) Pte. Ltd., will be exempt from Singapore income tax. The dividends paid out by Lendlease Global Commercial (IT) Pte. Ltd. are exempt from Singapore income tax in the hands of LREIT.

There can be no assurance that LREIT will be able to comply with these terms and conditions of the Tax Rulings on an on-going basis or ensure that the facts and representations presented to the tax authorities at the time of such

applications do not change over time. There can also be no assurance that the IRAS or the Ministry of Finance will not review, amend or revoke the Tax Rulings, either in whole or in part, either arising from a change in the tax laws or their interpretations or a change in policy. Non-compliance with the terms and conditions imposed on LREIT under the Tax Rulings may affect LREIT's tax transparent status, the ability of LREIT to distribute its taxable income free of tax deduction at source and may also cause LREIT to pay income tax on its taxable income which would have a material adverse effect on the net profits and cash flow of the Group, which may in turn affect LREIT's ability to fulfil its obligations under the Securities.

LREIT's investment strategy may entail a higher level of risk as compared to other types of unit trusts that have a more diverse range of investments

LREIT's principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets[5] located globally, which are used primarily for retail and/ or office purposes, as well as real estate-related assets in connection with the foregoing, will subject the Group to risks inherent in concentrating in real estate. The level of risk could be higher as compared to other types of unit trusts that have a more diverse range of investments in other sectors (for example, unit trusts which invest in securities).

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

Such downturns may lead to a decline in occupancy for properties or real estate-related assets in the Group's portfolio. This will affect the Group's rental income from its properties, and/or lead to a decline in the capital value of the Group's portfolio, and/or on the results of operations and the financial condition of the Group and the ability of LREIT to fulfil its obligations under the Securities.

The Group may not be able to control or exercise any influence over entities in which it acquires minority interests

The Group may, in the course of acquisitions, acquire minority interests in real estate-related investment entities. For example, LREIT currently holds a 10.0% interest in PPP, which holds an indirect 100% interest in 291 strata lots in Parkway Parade, representing 77.09% of the total share value of the strata lots in Parkway Parade. There is no assurance that the Group will be able to exercise active control over such entities and the management of such entities may make decisions which could adversely affect the operations of the Group and the ability of LREIT to fulfil its obligations under the Securities.

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

As at the Latest Practicable Date, the Group's primary foreign asset is in Italy (the Milan Property), and its revenue is received in Euros. The Group may invest in other countries outside Singapore and Italy in the future, and these foreign investments may be denominated in foreign currencies. The value of these foreign currencies (including Euros) against the Singapore dollar fluctuates and is affected by changes in these foreign countries and Singapore, and international political and economic conditions amongst many other factors. The Group's reporting currency is in Singapore dollars. Accordingly, any significant fluctuation in the exchange rate in which income is received and the Singapore dollar may have an adverse impact on the Group's results of operations and its Gross Revenue, when translated or converted into Singapore dollars.

Significant fluctuations in the exchange rates between such currencies will also, among others, affect the NAV of the Units. In addition, the forecast and projected yields and yield growth with regards to the Milan Property and

[5] A "**stabilised income-producing real estate asset**" means a real estate asset which meets the following criteria as at the date of the proposed offer: (i) achieving a minimum occupancy of at least 80.0%, (ii) achieved an average rental rate comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the relevant asset, (iii) (if the asset is being acquired from the Lendlease Group) LREIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset, and (iv) is suitable for acquisition by LREIT taking into account market conditions at the time of the proposed offer.

other future foreign investments are or may be calculated based on assumed exchange rates. As such, there can be no guarantee that the Group will achieve such forecast and projected yields and yield growth should there be differences between the actual and assumed exchange rates. While the Group may, from time to time, undertake hedging measures to mitigate exchange rate fluctuations, such measures may not be effective in mitigating exchange rate fluctuations. (See "*Risk Factors – The Group may engage in hedging transactions, which can limit gains and increase costs, and may not offer full and effective protection against interest rate and exchange rate fluctuations*" for further details.)

The Group may also be subject to the imposition or tightening of exchange control or repatriation restrictions, and may encounter delays or difficulties in the receipt of its proceeds from its overseas investments, due to the existence of such restrictions in Italy and the other jurisdictions in which it operates in future.

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

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

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

- the available hedging may not correspond directly with the risk for which protection is sought;
- the duration or nominal amount of the hedge may not match the duration of the related liability;
- the party owing money in the hedging transaction may default on its obligation to pay;
- the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs the Group's ability to sell or assign its side of the hedging transaction; and
- the value of the derivatives used for hedging may be adjusted from time to time in accordance with accounting rules to reflect changes in fair value. In the absence of hedge accounting, downward adjustments to fair value may reduce the NAV of the Group.

In addition, hedging activities involve transaction costs, which may reduce overall returns. These costs increase as the period covered by the hedging increases and during periods of market volatility. As a result, the Group's financial condition and results of operations could potentially be affected by interest rate and exchange rate fluctuations, and this may in turn affect LREIT's ability to fulfil its obligations under the Securities.

The Group relies on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business

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

Investors may not be able to evaluate future projects or assets which the Group may invest in, and will have to rely on the LREIT Manager's ability to select suitable future investments

This Offering Circular only describes the parameters which the LREIT Manager intends to use to identify projects which the Group may invest in and the policies to be adopted in respect of the development of those investments. Investors must rely on the LREIT Manager to identify and acquire suitable future investment assets or projects.

There can be no assurance that the LREIT Manager will be able to implement its investment strategy successfully or that it will be able to expand the Group's portfolio, or at any specified rate or to any specified size.

Payment of management fees in cash by the Group to the LREIT Manager may have an adverse effect on the cash flow of the Group and LREIT's ability to fulfil its obligations under the Securities

The LREIT Manager is entitled to management fees as set out in the LREIT Trust Deed, which shall be paid to the LREIT Manager in the form of cash and/or Units (as the LREIT Manager may elect prior to each such payment) out of the Deposited Property and in such proportion as may be determined by the LREIT Manager.

If the LREIT Manager is required to be paid a large amount of management fees in cash, the Group's cash flow, financial condition and/or results of operations as well as LREIT's ability to fulfil its obligations under the Securities may be adversely affected. The price of the Securities may be materially and adversely affected as a result.

RISKS RELATING TO INVESTING IN REAL ESTATE

There are general risks attached to investments in real estate

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

- adverse changes in political or economic conditions;
- adverse local market conditions (such as over-supply of properties or reduction in demand for properties in the market in which the Group operates);
- the financial condition of tenants;
- the availability of financing such as changes in availability of debt or equity financing, which may result in an inability by the Group to finance future acquisitions on favourable terms or at all;
- changes in interest rates and other operating expenses;
- changes in environmental laws and regulations, zoning laws and other governmental laws, regulations and rules and fiscal policies (including tax laws and regulations);
- environmental claims in respect of real estate;
- changes in market rents;
- changes in energy prices;
- changes in the relative popularity of property types and locations leading to an over-supply of space or a reduction in tenant demand for a particular type of property in a given market;
- competition among property owners for tenants which may lead to vacancies or an inability to rent space on favourable terms;
- inability to renew leases or re-let space as existing leases expire;
- inability to collect rents from tenants on a timely basis or at all due to bankruptcy or insolvency of the tenants or otherwise;

- insufficiency of insurance coverage or increases in insurance premiums;
- increases in the rate of inflation;
- inability of any of the Property Managers to provide or procure the provision of adequate maintenance and other services;
- defects affecting the Group's properties which need to be rectified, or other required repair and maintenance of the Group's properties, leading to unforeseen capital expenditure;
- increased operating costs, including real estate taxes;
- any defects or illegal or non-compliant structures that were not uncovered or not covered by physical inspection or due diligence review;
- management style and strategy of the LREIT Manager;
- the attractiveness of the Group's properties to tenants;
- the cost of regulatory compliance;
- ability to rent out properties on favourable terms; and
- power supply failure, acts of God, wars, terrorist attacks, uninsurable losses and other factors.

Many of these factors may cause fluctuations in occupancy rates, rental or operating expenses, causing a negative effect on the value of real estate and income derived from real estate. The annual valuation of the Group's properties will reflect such factors and as a result may fluctuate upwards or downwards. The capital value of the Group's real estate assets may be significantly diminished in the event of a sudden downturn in real estate market prices or the economy in Singapore and Italy (or any future markets in which the Group may enter), which may adversely affect the financial condition of the Group, and LREIT's ability to fulfil its obligations under the Securities.

The Group may be adversely affected by the illiquidity of real estate investments

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

LREIT's ability to fulfil its obligations under the Securities may be adversely affected by increases in direct expenses and other operating expenses

LREIT's ability to fulfil its obligations under the Securities could be adversely affected if direct expenses and other operating expenses for which tenants are not responsible pursuant to the lease agreements increase, without a corresponding increase in revenue. Factors that result in such increases in operating expenses include, but are not limited to:

- compliance with laws, regulations or policies;
- direct or indirect tax policies, laws or regulations;
- sub-contracted service costs;
- labour costs;
- increases in the rate of inflation;

- increases in insurance premiums;
- costs arising from litigation claims; and
- repair and maintenance costs.

Risks Relating to the Securities Issued Under the Programme

The Securities may not be a suitable investment for all investors

Each potential investor in any Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Securities, the merits and risks of investing in the relevant Securities and the information contained or incorporated by reference in this Offering Circular, any applicable supplement to this Offering Circular or any applicable Pricing Supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Securities and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Securities, including where principal, interest or distribution is payable in one or more currencies, or where the currency for principal, interest or distribution payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the relevant Securities and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Securities may be complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the purchaser's overall portfolio. A potential investor should not invest in Securities which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of such Securities and the impact this investment will have on the potential investor's overall investment portfolio.

Additionally, the investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Securities are legal investments for it, (2) the Securities can be used as collateral for various types of borrowing, and (3) other restrictions apply to its purchase of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Modification and waivers

The Conditions contain provisions for calling meetings of Securityholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Securityholders including Securityholders who did not attend and vote at the relevant meeting and Securityholders who voted in a manner contrary to the majority. The Trustee upon the request in writing by Securityholders holding not less than 10 per cent. of the principal amount of the Securities of any Series for the time being outstanding and after being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses shall, convene a meeting of the Securityholders of that Series. However, the Trustee shall not be bound to take any proceedings against the Issuer unless (a) it shall have been so directed by an Extraordinary Resolution of the Securityholders of such Securities or so requested in writing by Securityholders holding not less than 25 per cent. in principal amount of such Securities outstanding and (b) it shall have been indemnified and/or secured and/or pre-funded by the Securityholders to its satisfaction. Furthermore, there is a risk that the decision of the majority of holders of the Securities may be adverse to the interests of an individual Securityholder.

The Conditions also provide that the Trustee may (but shall not be obliged to) agree, without the consent of the Securityholders or the Couponholders, to (i) any modification of any of the provisions of the Trust Deed which in the opinion of the Trustee is of a formal, minor or technical nature, is made to correct a manifest error or to comply with any mandatory provision of law or is required by Euroclear, Clearstream, Luxembourg, CDP and/or any other clearing system in which the Notes may be held, (ii) any other modification (except as mentioned in the Trust Deed) which is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders and (iii) any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Agency Agreement or the Conditions which is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders. Any such modification, authorisation or waiver shall be binding on the Securityholders and the Couponholders and, unless the Trustee otherwise agrees, such modification, waiver or authorisation shall be notified by the Issuer to the Securityholders as soon as practicable.

Singapore taxation

The Securities to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2028 are intended to be "qualifying debt securities" for the purposes of the ITA, subject to the fulfilment of certain conditions more particularly described in the section "*Taxation – Singapore Taxation*". However, there is no assurance that the conditions for "qualifying debt securities" will be met or that such Securities will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time. In addition, the tax concessions for qualifying debt securities may not be available if the Inland Revenue Authority of Singapore ("**IRAS**") does not regard the Securities as debt securities for Singapore income tax purposes.

Application of Singaporean insolvency and related laws to LREIT may result in a material adverse effect on the Securityholders

There can be no assurance that LREIT will not become bankrupt, unable to pay its debts or insolvent or be the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. As of now, it is unclear whether the provisions of Singapore insolvency and related laws applicable to corporates can be applied to REITs. In the event of an insolvency or near insolvency of LREIT, the application of certain provisions of Singapore insolvency and related laws could have a material adverse effect on the Securityholders. Without being exhaustive, below are some matters that could have a material adverse effect on the Securityholders.

Where LREIT is insolvent or close to insolvent and the LREIT Trustee undergoes certain insolvency procedures, there may be a moratorium against actions and proceedings which may apply in the case of judicial management, schemes of arrangement and/or winding-up in relation to the LREIT Trustee. It may also be possible that if a company related to the LREIT Trustee proposes a creditor scheme of arrangement and obtains an order for a moratorium, the LREIT Trustee may also seek a moratorium even if the LREIT Trustee is not itself proposing a scheme of arrangement. Further, it is not clear that an application by the LREIT Trustee for a moratorium will in itself constitute an event of default under the terms and conditions of the Notes and the Trustee may not be able to declare the Notes immediately due and payable upon the occurrence of such an event. These moratoriums can be lifted with court permission and in the case of judicial management, additionally with the permission of the judicial manager. Accordingly, if for instance there is any need for the Trustee to bring an action against the LREIT Trustee, the need to obtain court permission may result in delays in being able to bring or continue legal proceedings that may be necessary in the process of recovery.

Further, Securityholders may be made subject to a binding scheme of arrangement where the majority in number (or such number as the court may order) representing at least 75% in value of creditors and the court approves such a scheme. In respect of such schemes of arrangement, there are cramdown provisions that may apply to a dissenting class of creditors. The court may notwithstanding a single class of dissenting creditors approve a scheme provided an overall majority in number representing 75% in value of the creditors meant to be bound by the scheme and who were present and voting (either in person or by proxy) at the relevant meeting have agreed to it and provided that the scheme does not unfairly discriminate and is fair and equitable to each dissenting class and the court is of the view that it is appropriate to approve the scheme. In such scenarios, Securityholders may be bound by a scheme of arrangement to which they may have dissented.

The Insolvency, Restructuring and Dissolution Act 2018 of Singapore (the "**IRD Act**") was passed in the Parliament of Singapore on 1 October 2018, and came into force on 30 July 2020. The IRD Act includes a prohibition against

terminating, amending or claiming an accelerated payment or forfeiture of the term under, any agreement (including a security agreement) with a company that commences certain insolvency or rescue proceedings (and before the conclusion of such proceedings), by reason only that the proceedings are commenced or that the company is insolvent. This prohibition is not expected to apply to any contract or agreement that is, or that is directly connected with, a debenture. However, it may apply to related contracts that are not found to be directly connected with the Securities.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should seek independent legal advice to determine whether and to what extent (1) Securities are legal investments for the potential investor, (2) Securities can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

A change in the law which governs the Securities may adversely affect Securityholders

The Conditions of the Notes will be governed by English law. The Conditions of the Perpetual Securities will be governed by English law, except that the subordination provisions relating to Subordinated Perpetual Securities set out in Condition 3(b) of the Perpetual Securities applicable to the Issuer shall be governed by and construed in accordance with the laws of Singapore. No assurance can be given as to the impact of any possible judicial decision or change to English law or Singapore law, as applicable, or administrative practice after the date of the date of issue of the relevant Tranche of Securities and any such change could adversely impact the value of any Securities affected by it.

The Securities are not secured

The Securities and Coupons of all Series constitute direct, unconditional, unsubordinated (except in the case of Subordinated Perpetual Securities and the Coupons relating thereto) and unsecured obligations of the Issuer and shall at all times rank *pari passu* without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer. The Subordinated Perpetual Securities and Coupons relating thereto constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* without any preference or priority among themselves, and *pari passu* with any Parity Obligations (as defined in the Trust Deed) of the Issuer.

Accordingly, on a winding-up or dissolution of the Issuer at any time while any Securities are outstanding, the Securityholders will not have recourse to any specific assets of the Issuer as security for outstanding payment or other obligations under the Securities and/or Coupons owed to the Securityholders and there can be no assurance that there would be sufficient value in the assets of the Issuer, after meeting all claims ranking ahead of the Securities, to discharge all outstanding payment and other obligations under the Securities and/or Coupons owed to the Securityholders.

Performance of contractual obligations

The ability of the Issuer to make payments in respect of the Securities may depend upon the due performance by the other parties to the transaction documents of the obligations thereunder including the performance by the Issuing and Paying Agent, the CDP Paying Agent, each Transfer Agent, the relevant Registrar and/or the relevant Calculation Agent of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Issuer of its obligations to make payments in respect of the Securities, the Issuer may not, in such circumstances, be able to fulfil its obligations to the Securityholders and the Couponholders.

The Securities may be represented by Global Securities or Global Certificates and holders of a beneficial interest in a Global Security or Global Certificate must rely on the procedures of the relevant Clearing System(s)

Securities issued under the Programme may be represented by one or more Global Securities or Global Certificates. Such Global Securities will be deposited with a Clearing System. Except in the circumstances described in the relevant Global Security or Global Certificate, investors will not be entitled to receive definitive Securities or Certificates. The relevant Clearing System(s) will maintain records of the beneficial interests in the Global Securities or Global Certificates. While the Securities are represented by one or more Global Securities or Global Certificates, investors will be able to trade their beneficial interests only through the Clearing Systems.

While the Securities are represented by one or more Global Securities or Global Certificates, the Issuer will discharge its obligations under the Securities by making payments to or to the order of the relevant Clearing System for distribution to their account holders. A holder of a beneficial interest in a Global Security or Global Certificate must rely on the procedures of the relevant Clearing System(s) to receive payments under the relevant Securities. The Issuer does not have any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Securities or Global Certificates (as the case may be).

Holders of beneficial interests in the Global Securities or Global Certificates will not have a direct right to vote in respect of the relevant Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System(s) to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Securities or Global Certificates will not have a direct right under the respective Global Securities or Global Certificates to take enforcement or other action or proceedings against the Issuer in the event of an Event of Default (as defined in the Terms and Conditions of the Notes) or, as the case may be, the Enforcement Event (as defined in the Terms and Conditions of the Perpetual Securities) under the relevant Securities but will have to rely upon their rights under the Trust Deed.

The regulation and reform of "benchmark" rates of interest and indices may adversely affect the value of Securities linked to or referencing such "benchmarks"

Reference rates and indices, including interest rate benchmarks, which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**Benchmarks**"), have previously been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on any Security referencing or linked to such Benchmark.

Regulation (EU) 2016/1011 (the "**EU Benchmarks Regulation**") and Regulation (EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Benchmarks Regulation**") was published in the Official Journal of the EU on 29 June 2016 and mostly applies, subject to certain transitional provisions, from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which, for these purposes, includes the United Kingdom). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The EU Benchmarks Regulation and the UK Benchmarks Regulation could have a material impact on any Securities linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and the UK Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

On 30 August 2019, the MAS announced that it had established an industry-led steering committee to oversee an industry-wide interest rate benchmark transition from the Swap Offer Rate ("**SOR**") to the Singapore Overnight Rate Average ("**SORA**"). On 5 August 2020, MAS announced several initiatives to support the adoption of SORA, including prescribing SORA as a financial benchmark under the SFA. The initiatives aim to catalyse greater activity in SORA markets, safeguard the benchmark's integrity and enhance market confidence in SORA. Similarly, the Association of Banks in Singapore has also proposed to discontinue certain tenors for the Singapore Interbank Offered Rate ("**SIBOR**") and to amend the methodology for determining SIBOR. The Association of Banks in Singapore, the Singapore Foreign Exchange Market Committee and the Steering Committee for SOR & SIBOR Transition to SORA (together, the "**Committees**") laid out transition roadmaps for shifting away from the use of SOR and SIBOR to the use of SORA as the main interest rate benchmark for SGD financial markets. Following industry consultations by the Committees, SOR was discontinued by end-June 2023 and the issuance of SOR-linked loans and securities that mature after end-2021 has ceased since end-April 2021, with financial institutions and their

customers to cease usage of SOR in new derivative contracts (except for specified purposes relating to the risk management and transition of legacy SOR positions to SORA) by end-September 2021. Similarly, the Committees have announced plans to discontinue SIBOR, with 6-month SIBOR having been discontinued on 31 March 2022 and 1-month and 3-month SIBOR expected to be discontinued by end-2024.

The potential elimination of a benchmark, or changes in the manner of administration of any such benchmark, could require an adjustment to the terms and conditions, or result in other consequences, in respect of any Securities linked to such benchmark. Such factors may have the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to the benchmark; (ii) trigger changes in the rules or methodologies used in the benchmark or (iii) lead to the disappearance of the "benchmark".

Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or the benchmark could be eliminated entirely, or there could be other consequences that cannot be predicted. The elimination of a benchmark, or changes in the manner of administration of any such benchmark, could require or result in an adjustment to the interest or distribution calculation provisions of the Conditions, or result in adverse consequences to holders of any Securities linked to such benchmark (including but not limited to floating rate Securities or Securities whose interest or distribution rates are linked to such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Securities, the return on the relevant Securities and the trading market for Securities based on the same benchmark.

The Conditions provide for certain fallback arrangements in the event that a Benchmark Event (as defined in the Conditions) occurs, including if an Original Reference Rate (as defined in the Conditions) ceases to be published for a period of at least five business days or ceases to exist, or if it has become unlawful for the Issuing and Paying Agent, the Calculation Bank, the Issuer or any other party to calculate any payments due to be made to any Noteholder or, as the case may be, Perpetual Securityholder using the Original Reference Rate. Such fallback arrangements include the possibility that the Rate of Interest or, as the case may be, Rate of Distribution could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Conditions), with or without the application of an adjustment spread and may include amendments to the Conditions to ensure the proper operation of the successor or replacement benchmark, all as determined by the Issuer (acting in consultation with an Independent Adviser). An adjustment spread, if applied, could be positive or negative and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an adjustment spread and even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest or, as the case may be, Rate of Distribution. The use of a Successor Rate or Alternative Rate (including with the application of an adjustment spread) will still result in any Securities linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest or, as the case may be, Rate of Distribution) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest or, as the case may be, Rate of Distribution for a particular Interest Period or, as the case may be, Distribution Period may result in the Rate of Interest or, as the case may be, Rate of Distribution for the last preceding Interest Period or, as the case may be, Distribution Period being used. This may result in the effective application of a fixed rate for Floating Rate Note or Floating Rate Perpetual Securities or nullification of the reset mechanism for Fixed Rate Perpetual Securities (as applicable) based on the rate which was last observed on the relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Securities linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and the UK Benchmarks Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of Securities in making any investment decision with respect to any Securities linked to or referencing a benchmark.

The market may continue to develop in relation to risk-free rates (including overnight rates) as reference rates for Floating Rate Securities

Market conventions for calculating the interest rate for bonds referencing risk-free rates may continue to develop. The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to any reference risk-free rates issued under the Programme. The Issuer may in the future also issue Securities referencing risk-free rates that differ materially in terms of interest determination when compared with any previous Securities referencing risk-free rate rates issued by it. The development of risk-free rates as interest reference rates for the bond markets and of the market infrastructure for adopting such rates could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Securities issued under the Programme which references any such risk-free rate from time to time.

Furthermore, the basis of deriving certain risk-free rates may mean that interest on Securities which reference any such risk-free rate would only be capable of being determined immediately prior to the relevant Interest Payment Date or, as the case may be, the relevant Distribution Payment Date (in each case as defined in the Conditions). It may be difficult for investors in Securities which reference any such risk-free rate to accurately estimate the amount of interest or distribution which will be payable on such Securities, and some investors may be unable or unwilling to trade such Securities without changes to their IT systems, both of which could adversely impact the liquidity of such Securities. Further, if such Securities become due and payable or are otherwise redeemed early on a date which is not an Interest Payment Date or Distribution Payment Date, the rate of interest or distribution payable for the final Interest Period or Distribution Period, as the case may be, in respect of such Securities shall only be determined on the date which the Securities become due and payable and shall not be reset thereafter. Investors should consider these matters when making their investment decision with respect to any such Securities.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of such risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk-free rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Securities referencing such risk-free rates.

In particular, investors should be aware that several different methodologies have been used in risk-free rate notes issued to date. No assurance can be given that any particular methodology, including the compounding formula in the terms and conditions of the Securities, will gain widespread market acceptance. In addition, market participants and relevant working groups are still exploring alternative reference rates based on risk-free rates, including various ways to produce term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. If the relevant risk-free rates do not prove to be widely used in securities like the Securities, the trading price of such Securities linked to such risk-free rates may be lower than those of Securities referencing indices that are more widely used.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Securities may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. Investors should not rely on historical performance data as an indicator of the future performance of such risk-free rates nor should they rely on any hypothetical data.

Since risk-free rates are relatively new market indices, Securities linked to any such risk-free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk-free rate, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Securities may be lower than those of later-issued indexed debt securities as a result. Investors in such Securities may not be able to sell such Securities at all or may not be able to sell such Securities at prices that will provide them with a yield comparable to similar

investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can be no guarantee that any risk-free rate to which a series of Securities is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Securities linked to or which reference such risk-free rate (or that any applicable benchmark fallback provisions provided in the terms and conditions of the Securities will provide a rate which is economically equivalent for holders). If the manner in which such risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Securities and the trading prices of such Securities.

Securityholders should be aware that definitive Securities and Certificates which have a denomination that is not an integral multiple of the minimum Denomination Amount may be illiquid and difficult to trade

In relation to any issue of Securities which have a denomination consisting of a minimum Denomination Amount (as specified in the applicable Pricing Supplement) plus a higher integral multiple of another smaller amount, it is possible that the Securities may be traded in amounts in excess of the minimum Denomination Amount that are not integral multiples of such minimum Denomination Amount. In such a case a Securityholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Denomination Amount will not receive a definitive Security or Certificate in respect of such holding (should definitive Securities or Certificates be printed) and would need to purchase a principal amount of Securities such that it holds an amount equal to one or more Denomination Amounts. If definitive Securities or Certificates are issued, holders should be aware that definitive Securities or Certificates which have a denomination that is not an integral multiple of the minimum Denomination Amount may be illiquid and difficult to trade. Definitive Securities will in no circumstances be issued to any person holding Securities in an amount lower than the minimum denomination and such Securities will be cancelled and holders will have no rights against the Issuer (including rights to receive principal or interest (in respect Notes) or distributions (in respect of Perpetual Securities) or to vote or attend meetings of Securityholders) in respect of such Securities.

The Issuer may be unable to pay interest or distribution on, or redeem, the Securities

On certain dates, including the occurrence of any early redemption event specified in the applicable Pricing Supplement or otherwise and at maturity of the Securities, the Issuer may, and at maturity, will, be required to pay interest or, as the case may be, distribution on, or redeem, all of the Securities. If such an event were to occur, the Issuer may not have sufficient cash on hand (whether due to a serious decline in net operating cash flows or otherwise) and may not be able to arrange financing to make such payment or redeem the Securities in time, or on acceptable terms, or at all. The ability to make interest or distribution payments or redeem the Securities in such event may also be limited by the terms of other debt instruments. Failure by the Issuer to pay interest or distribution on the Securities or to repay, repurchase or redeem the Securities when due would constitute an event of default or an enforcement event, as applicable, under the relevant Securities, which may also constitute a default under the terms of other indebtedness of the Group.

Further, the ability of the Issuer to make scheduled principal, distribution or interest payments on its indebtedness, including the Securities, and to fund its own growth aspirations, will depend on its future performance and its ability to generate cash, which to a certain extent is subject to general economic, financial, competitive, legislative, legal and regulatory factors, as well as other factors discussed in this section "*Risk Factors*", many of which are beyond the control of the Issuer. If the Issuer's future cash flow from operations and other capital resources are insufficient to pay its debt obligations, including the Securities, or to fund its other liquidity needs, it may be forced to sell assets or attempt to restructure or refinance its existing indebtedness. No assurance can be given that the Issuer would be able to accomplish any of these measures on a timely basis or on satisfactory terms or at all.

The Trustee may request that the Securityholders provide an indemnity and/or security and/or prefunding to its satisfaction

In certain circumstances (including without limitation the giving of notice to the Issuer pursuant to Condition 10 of the Notes and the taking of enforcement steps pursuant to Condition 11 of the Notes or, as the case may be, Condition 9(c) of the Perpetual Securities), the Trustee may (at its sole discretion) request the Securityholders to provide an indemnity and/or security and/or prefunding to its satisfaction before it takes any actions and/or steps and/or institutes proceedings on behalf of Securityholders. The Trustee shall not be obliged to take any such actions and/or steps and/or institute such proceedings if not first indemnified and/or secured and/or prefunded to its satisfaction. Negotiating and agreeing to any indemnity and/or security and/or prefunding can be a lengthy process and may impact on when such actions and/or steps can be taken and/or when such proceedings can be instituted.

The Trustee may not be able to take such actions and/or steps and/or institute such proceedings notwithstanding the provision of an indemnity and/or security and/or prefunding to it in breach of the terms of the Trust Deed constituting the Securities and in such circumstances, or where there is uncertainty or dispute as to the applicable laws or regulations, to the extent permitted by the agreements and the applicable law, it will be for the Securityholders to take such actions and/or steps and/or institute such proceedings directly.

Enforcement against the LREIT Trustee is subject to limitations

Securityholders should note that the Securities are issued by the LREIT Trustee and not LREIT, as the latter is not a legal entity. Securityholders should note that under the terms of the Securities, Securityholders shall only have recourse to the assets of LREIT and not the personal assets of DBS Trustee Limited nor any other asset held by DBS Trustee Limited as trustee of any trust other than LREIT. Furthermore, Securityholders do not have direct access to the assets of LREIT but may only have recourse to such assets through the LREIT Trustee and if necessary seek to subrogate the LREIT Trustee's right of indemnity out of the assets of LREIT, and accordingly, any claim to such assets is derivative in nature. A Securityholder's right of subrogation could be limited by the LREIT Trustee's right of indemnity under the LREIT Trust Deed. Securityholders should also note that such right of indemnity of the LREIT Trustee may be lost by virtue of fraud, gross negligence, wilful default, breach of the LREIT Trust Deed or breach of trust.

In this regard, the Trust Deed, the Dealer Agreement, the Agency Agreement and the Securities (the "**Relevant Documents**") provide that any liability of or indemnity given by the LREIT Trustee under the Relevant Documents is limited to the assets of LREIT and shall not extend to any personal assets of DBS Trustee Limited, or any assets held by DBS Trustee Limited as trustee of any trust other than LREIT.

Risks Relating to the Perpetual Securities

Perpetual Securities may be issued for which investors have no right to require redemption

The Issuer may issue Perpetual Securities under the Programme. The Perpetual Securities are perpetual and have no fixed final maturity date. Perpetual Securityholders have no right to require the Issuer to redeem Perpetual Securities at any time, and an investor who acquires Perpetual Securities may only dispose of such Perpetual Securities by sale. Perpetual Securityholders who wish to sell their Perpetual Securities may be unable to do so at a price at or above the amount they have paid for them, or at all. Therefore, holders of Perpetual Securities should be aware that they may be required to bear the financial risks of an investment in Perpetual Securities for an indefinite period of time.

If specified in the applicable Pricing Supplement, Perpetual Securityholders may not receive distribution payments if the Issuer elects not to pay all or a part of a distribution under the Terms and Conditions of the Perpetual Securities

If Distribution Deferral is specified in the applicable Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay any scheduled distribution on the Perpetual Securities in whole or in part for any period of time. The Issuer is subject to certain restrictions in relation to the declaration or payment of distributions on its Junior Obligations and (except on a pro rata basis) its Parity Obligations and the redemption and repurchase of its Junior Obligations and (except on a pro rata basis) its Parity Obligations in the event that it does not pay a distribution in whole or in part.

The Issuer is not subject to any limit as to the number of times or the amount with respect to which the Issuer can elect not to pay distributions under the Perpetual Securities. While the Issuer may, at its sole discretion, and at any time, elect to pay an Optional Distribution, being an optional amount equal to the amount of distribution which is unpaid in whole or in part, there is no assurance that the Issuer will do so, and distributions which are not paid in whole or in part may remain unpaid for an indefinite period of time. Any non-payment of a distribution in whole or in part shall not constitute a default for any purpose. Any election by the Issuer not to pay a distribution in whole or in part will likely have an adverse effect on the market price of the Perpetual Securities. In addition, as a result of the potential non-cumulative distribution feature of the Perpetual Securities and the Issuer's ability to elect not to pay a distribution in whole or in part, the market price of the Perpetual Securities may be more volatile than the market price of other debt securities on which original issue discount or interest accrues that are not subject to such election not to pay and may be more sensitive generally to adverse changes in the Group's financial condition.

If specified in the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the Issuer's option on the date(s) specified in the applicable Pricing Supplement or on the occurrence of certain other events

The Perpetual Securities are perpetual securities and have no fixed final redemption date. If specified in the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer on certain date(s) specified in the applicable Pricing Supplement at their principal amount (or such other Redemption Amount stated in the applicable Pricing Supplement) together with all outstanding Arrears of Distribution, Additional Distribution Amounts and distribution accrued to the date fixed for redemption. In addition, if specified on the applicable Pricing Supplement, the Issuer may, at its option, redeem the Perpetual Securities in whole, but not in part, on any Distribution Payment Date, or any time after such Distribution Payment Date, upon the occurrence of certain other events. See "*Terms and Conditions of the Perpetual Securities – Redemption and Purchase*".

The date on which the Issuer elects to redeem the Perpetual Securities may not accord with the preference of individual Perpetual Securityholders. This may be disadvantageous to Perpetual Securityholders in light of market conditions or the individual circumstances of the holder of Perpetual Securities. In addition, an investor may not be able to reinvest the redemption proceeds in comparable securities at an effective distribution rate at the same level as that of the Perpetual Securities.

There are limited remedies for default under the Perpetual Securities

Any scheduled distribution will not be due if the Issuer elects not to pay all or a part of that distribution pursuant to the Terms and Conditions of the Perpetual Securities. Notwithstanding any of the provisions relating to non-payment defaults, the right to institute winding-up proceedings is limited to circumstances where payment has become due and the Issuer fails to make the payment when due. The only remedy against the Issuer available to any Perpetual Securityholder for recovery of amounts in respect of the Perpetual Securities following the occurrence of a payment default after any sum becomes due in respect of the Perpetual Securities will be proving in such winding-up and/or claiming in the liquidation of the Issuer in respect of any payment obligations of the Issuer arising from the Perpetual Securities.

The Issuer may raise or redeem other capital which affects the price of the Perpetual Securities

The Issuer may raise additional capital through the issue of other securities or other means. There is no restriction, contractual or otherwise, on the amount of securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Perpetual Securities. Similarly, subject to compliance with the Terms and Conditions of the Perpetual Securities, the Issuer may redeem securities that rank junior to, *pari passu* with, or senior to the Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities or the redemption of any such securities may reduce the amount (if any) recoverable by holders of Perpetual Securities on a winding-up of the Issuer, and may increase the likelihood of a deferral of distribution under the Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities or the redemption of any such securities might also have an adverse impact on the trading price of the Perpetual Securities and/or the ability of holders of Perpetual Securities to sell their Perpetual Securities.

The Subordinated Perpetual Securities are subordinated obligations

The obligations of the Issuer under the Subordinated Perpetual Securities will constitute unsecured and subordinated obligations of the Issuer. In the event of the winding-up of the Issuer, the rights of the holders of Subordinated Perpetual Securities to receive payments in respect of the Subordinated Perpetual Securities will rank senior to the holders of all Junior Obligations and *pari passu* with the holders of all Parity Obligations, but junior to the claims of all other creditors, including, for the avoidance of doubt, the holders of Senior Perpetual Securities and/or Notes. In the event of a shortfall of funds or a winding-up, there is a real risk that an investor in the Subordinated Perpetual Securities will lose all or some of its investment and will not receive a full return of the principal amount or any unpaid Arrears of Distribution, Additional Distribution Amounts or accrued distribution.

In addition, subject to the limit on the aggregate principal amount of Securities that can be issued under the Programme (which can be amended from time to time by the Issuer without the consent of the Securityholders), there is no restriction on the amount of unsubordinated securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Subordinated Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of

Subordinated Perpetual Securities on a winding-up of the Issuer and/or may increase the likelihood of a non-payment of distribution under the Subordinated Perpetual Securities.

Singapore tax treatment of Perpetual Securities is unclear

It is not clear whether any particular tranche of the Perpetual Securities (the "**Relevant Tranche of the Perpetual Securities**") will be regarded as debt securities or that distribution payments made under the Relevant Tranche of the Perpetual Securities will be regarded as interest payable on indebtedness by the IRAS for the purposes of the ITA and whether the tax concessions available for qualifying debt securities under the qualifying debt securities scheme (as set out in the section "*Taxation — Singapore Taxation*") would apply to the Relevant Tranche of the Perpetual Securities. If the Relevant Tranche of the Perpetual Securities is not regarded as debt securities or the distribution payments made under the Relevant Tranche of the Perpetual Securities are not regarded as interest payable on indebtedness for the purposes of the ITA and holders thereof are not eligible for the tax concessions under the qualifying debt securities scheme, the tax treatment to holders may differ. In addition, in the event that IRAS does not regard the Relevant Tranche of the Perpetual Securities as debt securities or the distribution payments made under the Relevant Tranche of the Perpetual Securities are not regarded as interest payable on indebtedness for the purposes of the ITA, payments in respect of the Relevant Tranche of the Perpetual Securities (including, without limitation, the distributions, Optional Distributions, Arrears of Distribution and Additional Distribution Amounts) may be subject to Singapore income tax in the same manner as distributions on ordinary units of LREIT, and the Issuer may be obliged (in certain circumstances) to withhold or deduct tax at the prevailing rate (currently 10 per cent. or 17 per cent.) under Section 45G of the ITA on such payments. In that event, the Issuer will not pay any additional amounts in respect of any such withholding or deduction from such payments in respect of the Relevant Tranche of the Perpetual Securities in connection therewith for or on account of any such taxes or duties. Investors and holders of the Relevant Tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of the Relevant Tranche of the Perpetual Securities.

Risks Relating to the Structure of a Particular Issue of Securities

A wide range of Securities may be issued under the Programme. A number of these Securities may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Securities subject to optional redemption by the Issuer may have a lower market value than Securities that cannot be redeemed

Unless in the case of any particular Tranche of Securities the applicable Pricing Supplement specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Securities due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Securities in accordance with the Conditions.

An optional redemption feature is likely to limit the market value of Securities. During any period when the Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Securities when its cost of borrowing is lower than the interest or distribution rate on the Securities. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest or distribution rate on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The market price of variable rate Notes with a multiplier or other leverage factor may be volatile

Notes with variable interest rates can be volatile securities. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include such features.

Inverse floating rate Securities are typically more volatile than conventional floating rate debt

Inverse floating rate Securities have an interest or distribution rate equal to a fixed rate minus the applicable benchmark reference rate. The market values of such Securities typically are more volatile than market values of

other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse floating rate Securities are more volatile because an increase in the reference rate not only decreases the interest or distribution rate of the Securities, but may also reflect an increase in prevailing interest or distribution rates, which further adversely affects the market value of these Securities.

Securities carrying an interest or distribution rate which may be converted from fixed to floating interest or distribution rates and vice-versa, may have lower market values than other Securities

Fixed/floating rate Securities may bear interest or confer right to receive distributions at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest or distribution rate will affect the secondary market and the market value of such Securities since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the fixed/floating rate Securities may be less favourable than then prevailing spreads on comparable floating rate Securities tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Securities. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Securities.

The market prices of Securities issued at a substantial discount or premium tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest bearing securities

The market values of Securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks Relating to the Market Generally

Securities issued under the Programme have no current active trading market and may trade at a discount to their initial offering price and/or with limited liquidity

Securities issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Securities which is already issued). If the Securities are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of LREIT. If the Securities are trading at a discount, investors may not be able to receive a favourable price for their Securities, and in some circumstances investors may not be able to sell their Securities at all or at their fair market value. Although an application has been made for the Securities issued under the Programme to be admitted to listing on the SGX-ST, there is no assurance that such application will be accepted, that any particular Tranche of Securities will be so admitted or that an active trading market will develop. Unlisted series of Securities may also be issued pursuant to the Programme and Securities may also be listed on stock exchanges other than the SGX-ST. In addition, the market for investment grade, crossover grade and unrated debt has been subject to disruptions that have caused volatility in prices of securities similar to the Securities issued under the Programme. Accordingly, there is no assurance as to the development or liquidity of any trading market, or that disruptions will not occur, for any particular Tranche of Securities.

Exchange rate risks and exchange controls may result in investors receiving less interest, distribution or principal than expected

The Issuer will pay principal and interest or distribution on the Securities in the currency specified in the applicable Pricing Supplement (the "**Specified Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Securities, (2) the Investor's Currency equivalent value of the principal payable on the Securities and (3) the Investor's Currency equivalent market value of the Securities.

Governmental and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest (in respect of Notes),

distributions (in respect of Perpetual Securities), as applicable, or principal than expected, or no interest (in respect of Notes), no distributions (in respect of Perpetual Securities), as applicable, or principal.

The market value of the Securities may fluctuate

The price and trading volume of the Securities may be highly volatile. Trading prices and volume of the Securities are influenced by numerous factors, including the operating results, business and/or financial condition of the Group, political, economic, financial and any other factors that can affect the capital markets, the industry and/or the Group generally. Adverse economic developments, acts of war and health hazards in countries in which the Group operates in could have a material adverse effect on the Group's operations, operating results, business, financial position and performance which in turn result in large and sudden changes in the volume and price at which the Securities will trade. There can be no assurance that these developments will not occur in the future.

Developments in other markets may adversely affect the market price of the Securities

The market price of the Securities may be adversely affected by declines in the international financial markets and world economic conditions. The market for the Securities is, to varying degrees, influenced by economic and market conditions in other markets. Although economic conditions are different in each country, investors' reaction to developments in one country could affect the securities markets and the securities of issuers in other countries, including Singapore. Since the global financial crisis of 2008 and 2009, the international financial markets have experienced significant volatility. If similar developments occur in the international financial markets in the future, the market price of the Securities could be adversely affected.

Changes in market interest rates may adversely affect the value of fixed rate Securities

Investment in fixed rate Securities involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Securities.

Interest rate risk

Securityholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Securities, resulting in a capital loss for the Securityholders. However, the Securityholders may reinvest the interest payments (in respect of Notes) or the distribution payments (in respect of Perpetual Securities), as applicable, at higher prevailing interest rates. Conversely, when interest rates fall, the price of the Securities may rise. The Securityholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

Inflation risk

Securityholders may suffer erosion on the return of their investments due to inflation. Securityholders would have an anticipated rate of return based on expected inflation rates on the purchase of the Securities. An unexpected increase in inflation could reduce the actual returns.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, save for the words in italics and subject to completion and amendment and as supplemented or varied in accordance with the provisions of the applicable Pricing Supplement, will be endorsed on the Notes in definitive form issued in exchange for the Global Security(ies) or the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the applicable Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Notes. Those definitions will be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme, details of the relevant Series being shown on the face of the relevant Notes and in the applicable Pricing Supplement.

The Notes are issued by DBS Trustee Limited (in its capacity as trustee of Lendlease Global Commercial REIT ("**LREIT**") and in such capacity, the "**LREIT Trustee**") (the "**Issuer**") pursuant to the Trust Deed (as defined below).

The Notes are constituted by a trust deed originally dated 8 January 2021, as supplemented by a deed of resignation and substitution dated 18 July 2022, and as further supplemented by a supplemental trust deed dated 10 December 2024 (as amended and/or supplemented as at the date of issue of the Notes (the "**Issue Date**") and from time to time thereafter, the "**Trust Deed**") made between, *inter alios*, (1) the Issuer and (2) The Bank of New York Mellon, London Branch (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Securityholders (as defined below).

These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. The Issuer has entered into an agency agreement originally dated 8 January 2021, as supplemented by a supplemental agency agreement dated 18 July 2022 (as amended and/or supplemented as at the Issue Date and from time to time thereafter, the "**Agency Agreement**") made between, *inter alios*, (1) the Issuer, (2) The Bank of New York Mellon, London Branch, as issuing and paying agent in respect of Notes cleared through Euroclear (as defined below) and Clearstream, Luxembourg (as defined below) (the "**Issuing and Paying Agent**", which expression shall include any successor issuing and paying agent appointed from time to time in connection with the Notes), (3) The Bank of New York Mellon, Singapore Branch, as CDP paying agent in respect of Notes cleared through CDP (as defined below) (the "**CDP Paying Agent**", which expression shall include any successor CDP paying agent appointed from time to time in connection with the Notes and, together with the Issuing and Paying Agent and any other paying agents that may be appointed, the "**Paying Agents**"), (4) The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent in respect of Notes cleared through Euroclear or Clearstream, Luxembourg and The Bank of New York Mellon, Singapore Branch, as transfer agent in respect of Notes cleared through CDP (each a "**Transfer Agent**", which expression shall include any successor transfer agent appointed from time to time in connection with the Notes and, together with any other transfer agents that may be appointed, the "**Transfer Agents**"), (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar in respect of Notes cleared through Euroclear or Clearstream, Luxembourg and The Bank of New York Mellon, Singapore Branch, as registrar in respect of Notes cleared through CDP (each in such capacity, the "**Registrar**", which expression shall include any successor registrar appointed from time to time in connection with the Notes), (6) The Bank of New York Mellon, London Branch (where appointed as contemplated therein), as calculation agent in respect of Notes cleared through Euroclear or Clearstream, Luxembourg and The Bank of New York Mellon, Singapore Branch (where appointed as contemplated therein), as calculation agent in respect of Notes cleared through CDP (each in such capacity, the "**Calculation Agent**", which expression shall include any successor calculation agent appointed from time to time in connection with the Notes) and (7) the Trustee, as trustee in relation to the Notes. The Securityholders and the holders (the "**Couponholders**") of the coupons (the "**Coupons**") appertaining to the interest-bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") are bound by and are deemed to have notice of all of the provisions of these Conditions, all the provisions of the Trust Deed and the applicable Pricing Supplement (as defined in the Trust Deed), and are deemed to have notice of those provisions applicable to them of the Agency Agreement. For the purposes of these Conditions, all references to the Issuing and Paying Agent shall, with respect to a Series of Notes to be held in the CDP, be deemed to be a reference to the CDP Paying Agent and all such references shall be construed accordingly.

Where the Notes are cleared through CDP, the Securityholders and the Couponholders are entitled to the benefit of the CDP Deed of Covenant dated 18 July 2022 executed by the Issuer by way of deed poll (the "**CDP Deed of Covenant**").

Copies of the Trust Deed, the CDP Deed of Covenant and the Agency Agreement are available for inspection at all reasonable times during normal business hours (being between 9.00 a.m. and 3.00 p.m.) by the Securityholders and the Couponholders at the principal office of the Trustee for the time being (being as at the date of the Trust Deed at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom) and at the specified office of the Issuing and Paying Agent for the time being, upon prior written request and proof of holding and identity to the satisfaction of the Trustee or, as the case may be, the Issuing and Paying Agent.

1 Form, Denomination and Title

(a) Form and Denomination

(i) The Notes of the Series of which this Note forms part (in these Conditions, the "**Notes**") are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"), in each case in the Denomination Amount shown thereon or on the Certificates.

(ii) This Note is a Fixed Rate Note, a Floating Rate Note, a Variable Rate Note, a Hybrid Note, a Zero Coupon Note, a combination of any of the foregoing or any other type of Note (depending upon the Interest Basis shown on its face), a combination of any of the foregoing or any other type of Note (depending upon the Redemption/Payment Basis shown on its face).

(iii) Bearer Notes are serially numbered and issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to default interest referred to in Condition 7(h)), Coupons and Talons in these Conditions are not applicable.

(iv) Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

(b) Title

(i) Title to the Bearer Notes and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**").

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note, Coupon or Talon shall be deemed to be and shall be treated as the absolute owner of such Note, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft, loss or forgery thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.

For so long as any of the Notes is represented by a Global Security (as defined below) or, as the case may be, a Global Certificate (as defined below) and such Global Security or Global Certificate is held by a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or The Central Depository (Pte) Limited ("**CDP**"), each person who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg and/ or CDP as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or CDP as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the other Paying Agents, the Calculation Agents, the Registrars, the Transfer Agents and all other agents of the

Issuer and the Trustee as the holder of such principal amount of Notes other than with respect to the payment of principal, premium, interest, redemption, purchase and/or any other amounts in respect of the Notes, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the other Paying Agents, the Calculation Agents, the Registrars, the other Transfer Agents, all other agents of the Issuer and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expression "**Securityholder**" and related expressions shall be construed accordingly). Notes which are represented by the Global Security or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or CDP. For so long as any of the Notes is represented by a Global Security or a Global Certificate and such Global Security or, as the case may be, Global Certificate is held by CDP, the record date for purposes of determining entitlements to any payment of principal, interest and any other amounts in respect of the Note shall, unless otherwise specified by the Issuer, be the date falling five business days prior to the relevant payment date (or such other date as may be prescribed by CDP).

(iii) In these Conditions, "**Global Security**" means the relevant Temporary Global Security representing each Series or the relevant Permanent Global Security representing each Series, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of a nominee of, (1) a common depositary for Euroclear and/or Clearstream, Luxembourg, (2) CDP and/ or (3) any other clearing system, "**Securityholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be) and "**holder**" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be), "**Series**" means (A) (in relation to Notes other than Variable Rate Notes) a Tranche, together with any further Tranche or Tranches, which are (aa) expressed to be consolidated and forming a single series and (bb) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of interest and (B) (in relation to Variable Rate Notes) Notes which are identical in all respects (including as to listing) except for their respective issue prices and rates of interest and "**Tranche**" means Notes which are identical in all respects (including as to listing).

(iv) Words and expressions defined in the Trust Deed or used in the applicable Pricing Supplement (as defined in the Trust Deed) shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

2 No Exchange of Notes and Transfers of Registered Notes

(a) No Exchange of Notes

Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Denomination Amount may not be exchanged for Bearer Notes of another Denomination Amount. Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

Subject to Conditions 2(e) and 2(f) below and the terms of the Agency Agreement, one or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered

Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee, and by the Registrar with the prior written approval of the Trustee. A copy of the current regulations will be made available by the Registrar to any Securityholder following written request and proof of holding and identity satisfactory to the Registrar.

Transfers of interests in the Notes evidenced by the Global Certificate will be effected in accordance with the rules of the relevant clearing systems.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of the Issuer's or Securityholders' option in respect of, or a partial redemption of, a holding of Registered Notes, represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any other Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Conditions 2(b) or 2(c) shall be available for delivery within five business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 6(c)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the other relevant Transfer Agent (as the case may be).

(e) Transfers Free of Charge

Transfers of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon (i) payment of any stamp, duty, tax or other governmental charges that may be imposed in relation to the registration, transfer, exercise of an option or partial redemption (or the giving of such indemnity and/or security and/or prefunding as the Registrar or the relevant Transfer Agent (as the case may be) may require); (ii) the Registrar or the relevant Transfer Agent (as the case may be) being satisfied in its absolute discretion with the documents of title and identity of the person making the application; and (iii) as the Registrar or the relevant Transfer Agent (as the case may be) being satisfied in its absolute discretion that the regulations concerning transfer of Notes have been complied with.

(f) Closed Periods

No Securityholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(b), (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 7(b)(ii)).

3 Status

The Notes and Coupons of all Series constitute direct, unconditional, unsubordinated and (subject to Condition 4(a)) unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.

4 Covenants

(a) Negative Pledge

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), the Issuer will not, and will ensure that none of the Principal Subsidiaries of LREIT will create, or have outstanding, any Security Interest, upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, other than a Permitted Security Interest, without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Securityholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Securityholders.

In these Conditions:

"**Permitted Security Interest**" means:

(A) any Security Interest existing as of the Issue Date;

(B) any Security Interest on property or assets of an entity existing at such time the entity becomes a Principal Subsidiary of LREIT;

(C) any Security Interest on (1) any assets at the time it is acquired by LREIT or any Principal Subsidiary of LREIT after the Issue Date or (2) any assets of any entity at the time LREIT or any Principal Subsidiary of LREIT acquires such entity after the Issue Date provided that, in each case (x) such Security Interest was existing at the time of such acquisition and shall not have been created in contemplation of or in connection with such acquisition and (y) the principal amount and maturity of such indebtedness is not increased;

(D) any Security Interest securing indebtedness refunding or refinancing indebtedness secured by any Security Interest referred to in sub-paragraphs (A), (B), and (C) above of this definition, provided that the principal amount of such indebtedness is not increased;

(E) any Security Interest over any present and future assets or revenues or any part thereof in connection with any asset-based financing (including, without limitation, a securitisation or project financing) where the primary source of payment of the obligations secured by such Security Interest is the assets or revenues subject to such Security Interest, without further recourse to the relevant obligor; and

(F) any general lien in respect of any debt securities issued by a specified purposes company (*tokutei mokuteki kaisha* bonds) incorporated under the Asset Liquidation Law (*shisan no ryudouka ni kansuru houritsu*) of Japan.

"**Principal Subsidiaries**" means any subsidiary of LREIT whose total assets, as shown by the accounts of such subsidiary (consolidated in the case of a subsidiary which itself has subsidiaries), based upon which the latest audited consolidated accounts of LREIT have been prepared, is at least 10 per cent. of the total assets of LREIT as shown by such audited consolidated accounts, provided that if any such

subsidiary (the "**transferor**") shall at any time transfer the whole or a substantial part of its business, undertaking or assets to another subsidiary of LREIT or to LREIT itself (the "**transferee**") then:

(A) if the whole of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall thereupon cease to be a Principal Subsidiary and the transferee (unless it is the Issuer) shall thereupon become a Principal Subsidiary; and

(B) if a substantial part only of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall remain a Principal Subsidiary and the transferee (unless it is LREIT) shall thereupon become a Principal Subsidiary.

Any subsidiary which becomes a Principal Subsidiary by virtue of (A) above or which remains or becomes a Principal Subsidiary by virtue of (B) above shall continue to be a Principal Subsidiary until the date of issue of the first audited consolidated accounts of LREIT prepared as at a date later than the date of the relevant transfer which show the total assets of the relevant subsidiary as shown by the accounts of such subsidiary (consolidated in the case of a subsidiary which itself has subsidiaries) or the date of issue of a report by the Auditors (as defined in the Trust Deed) described below (whichever is earlier), based upon which such audited consolidated accounts or, as the case may be, Auditors' report have been prepared, to be less than 10 per cent. of the total assets of LREIT, as shown by such audited consolidated accounts or, as the case may be, Auditors' report. A report by the Auditors, who shall also be responsible for producing any pro-forma accounts required for the above purposes, that in their opinion a subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive; and

"**Relevant Indebtedness**" means any present or future indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other similar securities which in each case for the time being are, or are intended to be or capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market; and

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest; and

"**Subsidiary**" means in relation to any company or corporation, any company or corporation:

(i) which is controlled, directly or indirectly, by the first mentioned company or corporation; or

(ii) more than half of the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(iii) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

(b) Non-disposal

So long as any Note or Coupon remains outstanding, the Issuer will not, and will ensure that none of the Principal Subsidiaries of LREIT will, (whether by a single transaction or a number of related or unrelated transactions and whether at one time or over a period of time) sell, transfer, lease out or otherwise dispose of (whether outright, by a sale-and-repurchase or sale-and leaseback arrangement, or otherwise) any part of its assets which, either alone or when aggregated with all other disposals required to be taken into account under this Condition 4(b), would have a material adverse effect on its ability to perform or comply with any of its payment or other material obligations under the Notes or the Trust Deed. For the purposes of this Condition 4(b), the following disposals shall not be taken into account:

(i) disposals in the ordinary course of business or on normal commercial terms;

(ii) any disposal or sale of assets from LREIT or any of its Subsidiaries to any other of its Subsidiaries or, as the case may be, LREIT;

(iii) any disposal or sale of assets which are obsolete, excess or no longer required for the purpose of its business;

(iv) any payment of cash as consideration for the acquisition of any asset on normal commercial terms and on an arm's length basis;

(v) any exchange of assets for other assets of a similar nature and value and cash;

(vi) any disposal or sale of assets for the purposes of or pursuant to a consolidation, amalgamation, merger, reconstruction or transfer of assets to a Subsidiary of LREIT; and

(vii) any disposal which the Trustee or the Securityholders by way of an Extraordinary Resolution shall have agreed shall not be taken into account.

(c) Financial Covenant

In the Trust Deed, the Issuer has covenanted with the Trustee that so long as any Note or Coupon remains outstanding, it will ensure that the ratio of Consolidated Total Borrowings to Consolidated Deposited Property is not in breach of the Aggregate Leverage Limit as construed in accordance with the Property Funds Appendix, provided that if the threshold is exceeded, the Issuer shall not incur additional borrowings or enter into further deferred payment arrangements.

The financial covenant set out in this Condition 4(c) shall be calculated and interpreted in accordance with IFRS, as determined from the latest audited or, as the case may be, unaudited financial statements of LREIT, and having regard to the Property Funds Appendix.

In these Conditions:

"**Consolidated Deposited Property**" means the value of the properties of the Group, interpreted in accordance with the Property Funds Appendix;

"**Consolidated Total Borrowings**" means the aggregate of total borrowings and deferred payments of the Group required by the Property Funds Appendix to be taken into account for the purpose of computing its gearing ratio;

"**Group**" shall mean the LREIT and any of the Subsidiaries of LREIT taken as a whole;

"**IFRS**" means International Financial Reporting Standards;

"**Property Funds Appendix**" means appendix 6 to the Code of Collective Investment Schemes issued by the Monetary Authority of Singapore in relation to real estate investment trusts.

5

(I) Interest on Fixed Rate Notes

(a) Interest Rate and Accrual

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date in respect thereof and as shown on the face of such Note at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of such Note in each year and on the Maturity Date shown on the face of such Note if that date does not fall on an Interest Payment Date.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date (and if the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the Maturity Date falls before the date on which the first payment of interest would otherwise be due.

If the Maturity Date is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the Interest Commencement Date, as the case may be) to the Maturity Date will amount to the Final Broken Amount shown on the face of the Note.

Interest will cease to accrue on each Fixed Rate Note from the due date for redemption thereof unless, upon due presentation of that Fixed Rate Note if it is a Bearer Note or, in the case of a Registered Note, the Certificate representing that Fixed Rate Note and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(I) to the Relevant Date (as defined in Condition 8).

(b) Calculations

In the case of a Fixed Rate Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon. The amount of interest payable per Calculation Amount in respect of any Note shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount, by the Day Count Fraction shown on the Note.

(II) Interest on Floating Rate Notes or Variable Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note or Variable Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date in respect thereof and as shown on the face of such Note, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**"), unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case interest (save for interest in respect of the final Interest Period) will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period on the face of the Note (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (and which corresponds numerically with such preceding Interest Payment Date or the Interest Commencement Date, as the case may be) provided that the Agreed Yield (as defined in Condition 5(II)(c)) in respect of any Variable Rate Note for any Interest Period relating to that Variable Rate Note shall be payable on the first day of that Interest Period.

If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

The period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is herein called an "**Interest Period**".

Interest will cease to accrue on each Floating Rate Note or Variable Rate Note from the due date for redemption thereof unless, upon due presentation of that Floating Rate Note if it is a Bearer Note or, in the case of a Registered Note, the Certificate representing that Floating Rate Note and subject to the provisions of the Trust Deed, payment of the principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(II) to the Relevant Date.

(b) **Rate of Interest for Floating Rate Notes**: The Rate of Interest in respect of Floating Rate Notes for each Interest Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (i), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) the Floating Rate Option is as specified hereon;

(B) if applicable, the Designated Maturity is a period specified hereon;

(C) if applicable, the relevant Reset Date is the first day of that Interest Period unless otherwise specified hereon;

(D) if applicable, the Overnight Rate Compounding Method and the applicable number of Business Days for Lookback, Observation Period Shift, or Lockout as specified hereon; and

(E) if "2021 ISDA Definitions" is specified hereon as the applicable ISDA Definitions:

(1) Administrator/Benchmark Event shall be disapplied; and

(2) if the Temporary Non-Publication Fallback for any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

For the purposes of this sub-paragraph (i), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Overnight Rate Compounding Method**", "**Lookback**", "**Observation Period Shift**", "**Lockout**", "**Reset Date**", "**Swap Transaction**", "**Administrator/Benchmark Event**" and "**Temporary Non-Publication Fallback**" have the meanings given to those terms in the ISDA Definitions.

(ii) Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being SOFR Benchmark or SORA Benchmark

(A) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(I) the offered quotation; or

(II) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (Brussels time in the case of EURIBOR or Hong Kong time in the case of HIBOR) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. (in the case of CNH HIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than EURIBOR, HIBOR or CNH HIBOR, the Rate of Interest in respect of such Notes will be determined in accordance with the applicable Pricing Supplement.

(B) If the Relevant Screen Page is not available or if, sub-paragraph (A)(I) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (A)(II) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer (or an independent adviser appointed by it) shall request, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is HIBOR or CNH HIBOR, the principal Hong Kong office of each of the Reference Banks, to provide the Issuer (or an independent adviser appointed by it) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. on the Interest Determination Date in question and notify such rates to the Calculation Agent. If two or more of the Reference Banks provide the Issuer (or an independent adviser appointed by it) with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(C) If sub-paragraph (B) above applies and the Issuer determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Issuer (or an independent adviser appointed by it) by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. on the relevant Interest Determination Date, deposits in the Relevant Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is HIBOR or CNH HIBOR, the Hong Kong inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Issuer (or an independent adviser appointed by it) with such offered rates, the offered rate for deposits in the Relevant Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Relevant Currency for a period equal to that which would have been used for

the Reference Rate, at which, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer (or an independent adviser appointed by it) it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is HIBOR or CNH HIBOR, the Hong Kong inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

(iii) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SOFR Benchmark

Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined where the Reference Rate is SOFR Benchmark, the Rate of Interest for each Interest Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus the Margin (if any) in accordance with Condition 5(V)(a), all as determined by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date.

The "**SOFR Benchmark**" will be determined based on Compounded Daily SOFR or SOFR Index, as follows (subject in each case to Condition 5(VI)):

(x) If Compounded Daily SOFR ("**Compounded Daily SOFR**") is specified hereon as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Period (where SOFR Lookback is specified as applicable hereon to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable hereon to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) in accordance with one of the formulas referenced below depending upon which is specified as applicable in the applicable Pricing Supplement:

(I) SOFR Lookback:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_{i-\times USBD}\ \times\ n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded

down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period (each a "**U.S. Government Securities Business Day(i)**");

"**Lookback Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i); and

"**$SOFR_{i\text{-}xUSBD}$**" for any U.S. Government Securities Business Day(i) in the relevant Interest Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i).

(II) SOFR Observation Shift:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**d**" means the number of calendar days in the relevant SOFR Observation Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a "**U.S. Government Securities Business Day(i)**");

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i);

"**$SOFR_i$**" for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

"**SOFR Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Period; and

"**SOFR Observation Shift Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement).

(III) SOFR Payment Delay:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period (each a "**U.S. Government Securities Business Day(i)**");

"**Interest Payment Date**", if this Condition 5(II)(b)(iii)(x)(III) applies, shall be the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

"**Interest Payment Delay Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day; and

"**$SOFR_i$**" for any U.S. Government Securities Business Day(i) in the relevant Interest Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i).

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Period where SOFR Payment Delay is specified hereon, the SOFR reference rate for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(IV) SOFR Lockout:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**$SOFR_i$**" for any U.S. Government Securities Business Day(i) in the relevant Interest Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i), except that the SOFR for any U.S. Government Securities Business Day(i) in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Period Date for such Interest Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period (each a "**U.S. Government Securities Business Day(i)**"); and

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day.

The following defined terms shall have the meanings set out below for purpose of this Condition 5(II)(b)(iii)(x):

"**Bloomberg Screen SOFRRATE Page**" means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

"**Reuters Page USDSOFR=**" means the Reuters page designated "USDSOFR=" or any successor page or service;

"**SOFR**" means, in respect of a U.S. Government Securities Business Day, the reference rate determined by the Calculation Agent in accordance with the following provision:

(i) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator's Website;

(ii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement

Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator's Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; or

(iii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5(VI)(b) shall apply as specified hereon;

"**SOFR Rate Cut-Off Date**" means the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the end of the relevant Interest Period, the Maturity Date or the relevant Optional Redemption Date, as applicable; and

"**SOFR Determination Time**" means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

(y) If SOFR Index ("**SOFR Index**") is specified as applicable hereon, the SOFR Benchmark for each Interest Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) as follows:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1\right) \times \left(\frac{360}{d_c}\right)$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**SOFR Index**" means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator's Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

(a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the "SOFR Index" shall be calculated on any Interest Determination Date with respect to an Interest Period, in accordance with the Compounded Daily SOFR formula described above in Condition 5(II)(b)(iii)(x)(II) "SOFR Observation Shift", and the term "**SOFR Observation Shift Days**" shall mean five U.S. Government Securities Business Days; or

(b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5(VI)(b) shall apply;

"**SOFR Index$_{End}$**" means, in respect of an Interest Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the Interest Period Date for such Interest Period (or in the final Interest Period, the Maturity Date);

"**SOFR Index$_{Start}$**" means, in respect of an Interest Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the first day of such Interest Period;

"**SOFR Index Determination Time**" means, in respect of a U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

"**SOFR Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Period;

"**SOFR Observation Shift Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement); and

"**d_c**" means the number of calendar days in the applicable SOFR Observation Period.

The following defined terms shall have the meanings set out below for purpose of this Condition 5(II)(b)(iii)(y):

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date specified as such hereon or, if none is so specified, where SOFR Benchmark is specified hereon as the Reference Rate and where SOFR Observation Shift is specified in the applicable Pricing Supplement to determine Compounded Daily SOFR or where SOFR Index is specified as applicable hereon, the fifth U.S. Government Securities Business Day prior to the last day of each Interest Period;

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source;

"**SOFR Benchmark Replacement Date**" means the date of occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark;

"**SOFR Benchmark Transition Event**" means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(iv) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SORA Benchmark ("**SORA Notes**")

For each Floating Rate Note where the Reference Rate is specified as being SORA Benchmark, the Rate of Interest for each Interest Period will, subject as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any) in accordance with Condition 5(V)(a), all as determined by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date.

The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index, as follows (subject in each case to Condition 5(VI)(c)):

(x) If Compounded Daily SORA is specified in the applicable Pricing Supplement as the manner in which the SORA Benchmark will be determined, the SORA Benchmark for each Interest Period will, subject as provided below, be Compounded Daily SORA (as defined below):

(I) where "Lockout" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SORA}_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"$\mathbf{d_o}$", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period (each a "**Singapore Business Day "*i*"**");

"**Interest Determination Date**" means the Singapore Business Day immediately following the SORA Rate Cut-Off Date;

"$\mathbf{n_i}$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published

by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*";

"**SORA$_i$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Period:

(a) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(b) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period SORA$_i$**") (such first day of the Suspension Period coinciding with the SORA Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA$_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Period, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"**SORA Reset Date**" means, in relation to any Interest Period, each Singapore Business Day during such Interest Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Period; and

"**Suspension Period**" means, in relation to any Interest Period, the period from (and including) the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable) or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the SORA Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Period.

(II) where "Lookback" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SORA}_{i-p\ SBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"$\mathbf{d_o}$", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period (each a "**Singapore Business Day "*i*"**");

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"$\mathbf{n_i}$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"***p***" means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"$\mathbf{SORA}_{i-p\ SBD}$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "*p*" Singapore Business Days prior to the relevant Singapore Business Day "*i*".

(III) where "Backward Shifted Observation Period" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary,

to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{SORA}_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Observation Period;

"**d_o**", for any Interest Period, is the number of Singapore Business Days in the relevant Observation Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period (each a "**Singapore Business Day "*i*"**");

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"***p***" means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"**SORA_i**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

(IV) where "SORA Payment Delay" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SORA}_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"$\mathbf{d_o}$", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"***i***", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period (each a "**Singapore Business Day "*i*"**");

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Interest Period, provided that the Interest Determination Date with respect to the final Interest Period will be the date falling one Singapore Business Day after the SORA Rate Cut-Off Date;

"$\mathbf{n_i}$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*";

"$\mathbf{SORA_i}$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Period, the reference rate equal to SORA in respect of that Singapore Business Day; and

"**SORA Rate Cut-Off Date**" means the date that is five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Maturity Date or the relevant redemption date, as applicable.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Period ending on the Maturity Date or the redemption date where SORA Payment Delay is specified hereon, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(y) For each Floating Rate Note where the Reference Rate is specified as being SORA Benchmark and determined based on SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Interest Period shall be equal to the value of the SORA rates for each day during the relevant Interest Period as calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

"**d_c**" means the number of calendar days from (and including) the SORA $Index_{Start}$ to (but excluding) the SORA $Index_{End}$;

"**Singapore Business Day**" means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(I) if a SORA Index Cessation Event has not occurred, the "SORA Index Average" shall be calculated on any Interest Determination Date with respect to an Interest Period, in accordance with the Compounded Daily SORA formula described above in Condition 5(b)(iv)(x)(III), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Interest Period that is used in the definition of SORA $Index_{Start}$ as specified in the applicable Pricing Supplement; or

(II) if a SORA Index Cessation Event has occurred, the provisions set forth in Condition 5(VI)(c) shall apply;

"**SORA $Index_{End}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Interest Period End Date relating to such Interest Period;

"**SORA Index$_{Start}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(z) **Temporary Unavailability of SORA**

(I) If, subject to Condition 5(VI)(c), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day "*i*", SORA in respect of such Singapore Business Day "*i*" has not been published and a Benchmark Event has not occurred, then SORA for that Singapore Business Day "*i*" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

(II) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 5(VI)(c), the Rate of Interest shall be:

(a) that determined as at the last preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or

(b) if there is no such preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of SORA Notes for the first Interest Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

(III) If the relevant Series of SORA Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SORA Benchmark formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.

(v) On the last day of each Interest Period, the Issuer will pay interest on each Floating Rate Note to which such Interest Period relates at the Rate of Interest for such Interest Period, unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case interest (save for interest in respect of the final Interest Period) will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Interest Payment Date.

(vi) If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark or SORA Benchmark, the Interest Rate in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

(vii) For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

(c) Rate of Interest — Variable Rate Notes

(i) Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this Condition 5(II)(c). The interest payable in respect of a Variable Rate Note on the first day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the "**Agreed Yield**" and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Period relating to that Variable Rate Note is referred to in this Condition 5(II)(c) as the "**Rate of Interest**".

(ii) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Period shall, subject as referred to in sub-paragraph (iv) below of this Condition 5(II)(c), be determined as follows:

(1) not earlier than 9.00 a.m. (Singapore time) on the ninth business day nor later than 3.00 p.m. (Singapore time) on the third business day prior to the commencement of each Interest Period, the Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:

(A) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Period;

(B) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such Agreed Yield, the Interest Amount (as defined below) for such Variable Rate Note for such Interest Period shall be zero); and

(C) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Period (an "**Agreed Rate**") and, in the event of the Issuer and the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Period; and

(2) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Period by 3.00 p.m. (Singapore time) on the third business day prior to the commencement of such Interest Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (1) above of this sub-paragraph (ii), the Rate of Interest for such Variable Rate Note for such Interest Period shall automatically be the rate per annum equal to the Fall Back Rate (as defined below) for such Interest Period.

(iii) The Issuer has undertaken to the Issuing and Paying Agent and the Calculation Agent pursuant to the Agency Agreement that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10.30 a.m. (Singapore time) on the next following business day:

(1) notify the Issuing and Paying Agent and the Calculation Agent of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Period; and

(2) cause such Agreed Yield or, as the case may be, Agreed Rate for such Variable Rate Note to be notified by the Issuing and Paying Agent to the relevant Securityholder at its request.

(iv) For the purposes of sub-paragraph (ii) above of this Condition 5(II)(c), the Rate of Interest for each Interest Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note or no Relevant Dealer in respect of the Variable Rate Note(s) shall be the rate (the "**Fall Back Rate**") determined by reference to a Benchmark as stated on the face of such Variable Rate Note(s).

Such rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Variable Rate Note. The "Spread" is the percentage rate per annum specified on the face of such Variable Rate Note as being applicable to the rate of interest for such Variable Rate Note. The rate of interest so calculated shall be subject to Condition 5(V)(a).

The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Calculation Agent in accordance with the provisions of Condition 5(II)(b) (*mutatis mutandis*) and references therein to "**Rate of Interest**" shall mean "**Fall Back Rate**".

(v) If interest is payable in respect of a Variable Rate Note on the first day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Agreed Yield applicable to such Variable Rate Note for such Interest Period on the first day of such Interest Period. If interest is payable in respect of a Variable Rate Note on the last day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Interest Amount (as defined below) for such Variable Rate Note for such Interest Period on the last day of such Interest Period.

(vi) For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

(d) Definitions

As used in these Conditions:

"**Benchmark**" means the rate specified as such in the applicable Pricing Supplement;

"**business day**" means:

(i) in the case of Notes denominated in Singapore dollars, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets are open for business in Singapore;

(ii) in the case of Notes denominated in Euro, a day on which the T2 is operating (a "**TARGET Business Day**");

(iii) in the case of Notes denominated in Renminbi, (A) if cleared though Euroclear and Clearstream, Luxembourg, a day (other than a Saturday or Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets settle payments in Hong Kong or such other location outside the People's Republic of China as may have been agreed between the Issuer and the Issuing and Paying Agent prior to the issue of the Notes and specified in the applicable Pricing Supplement and (B) if cleared through CDP, a day other than a Saturday or Sunday or gazetted public holiday on which banks and foreign exchange markets are open for business in Singapore; and

(iv) in the case of Notes denominated in a currency other than Singapore dollars, Euro or Renminbi, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets are open for business in the principal financial centre for that currency;

"**Calculation Amount**" means the amount specified as such in the applicable Pricing Supplement, or if no such amount is so specified, the Denomination Amount of such Note as shown on the face thereof;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the "**Calculation Period**"):

(i) if "**Actual/Actual**" or "**Actual/Actual — ISDA**" is specified in the applicable Pricing Supplement, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Pricing Supplement, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Pricing Supplement, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vi) if "**30E/360 (ISDA)**" is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**"is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30; and

(vii) if "**Actual/Actual — ICMA**" is specified in the applicable Pricing Supplement,

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

"**Determination Date**" means the date(s) specified as such in the applicable Pricing Supplement or, if none is so specified, the Interest Payment Date(s); and

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date;

"**Euro**" means the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community, as amended from time to time;

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified as the Interest Commencement Date on the face of such Note;

"**Interest Determination Date**" means, in respect of any Interest Period, that number of business days prior thereto as is set out in the applicable Pricing Supplement or on the face of the relevant Note, or if none is so specified:

(i) the first day of such Interest Period if the Specified Currency is Renminbi;

(ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Period if the Specified Currency is neither Renminbi nor euro;

(iii) the day falling two TARGET Business Days prior to the first day of such Interest Period if the Specified Currency is euro;

(iv) (where SOFR Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) (A) (where "SOFR Lockout" is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the SOFR Rate Cut-Off Date and (B) (in all other circumstances) the fifth U.S. Government Securities Business Day (or as otherwise specified in the applicable Pricing Supplement) prior to the last day of each Interest Period; or

(v) (where SORA Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) the meaning given to it in Conditions 5(II)(b)(iv)(x)(I), 5(II)(b)(iv)(x)(II), 5(II)(b)(iv)(x)(III) or 5(II)(b)(iv)(x)(IV), as applicable;

"**ISDA Definitions**" means (i) if "2006 ISDA Definitions" is specified in the applicable Pricing Supplement, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), as amended and updated as at the Issue Date of the first Tranche of the Notes; or (ii) if "2021 ISDA Definitions" is specified in the applicable Pricing Supplement, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as published by ISDA as at the Issue Date of the first Tranche of the Notes, unless otherwise specified in the applicable Pricing Supplement, provided that (i) references to a "Confirmation" in the ISDA Definitions should instead be read as references to the Notes; and (ii) references to a "Calculation Period" in the ISDA Definitions should instead be read as references to an Interest Period;

"**LREIT Manager**" means Lendlease Global Commercial Trust Management Pte. Ltd., as manager of LREIT;

"**LREIT Trust Deed**" means the deed of trust constituting LREIT dated 28 January 2019, as amended and supplemented by a supplemental deed of retirement and appointment of trustee dated 20 May 2022 entered into between, *inter alios*, the LREIT Manager and the LREIT Trustee, as may be further amended, varied, supplemented or restated from time to time;

"**Offshore Renminbi Centre**" means the offshore Renminbi centre(s) specified as such in the applicable Pricing Supplement;

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon;

"**Reference Banks**" means the institutions specified in the applicable Pricing Supplement or, if none, three major banks selected by the Issuer in the interbank market that is most closely connected with the Benchmark;

"**Reference Rate**" means the rate specified as such hereon;

"**Relevant Currency**" means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated;

"**Relevant Dealer**" means, in respect of any Variable Rate Note, the Dealer party to the Dealer Agreement referred to in the Agency Agreement with whom the Issuer has concluded or is negotiating an agreement for the issue of such Variable Rate Note pursuant to the Dealer Agreement;

"**Relevant Financial Centre**" means, in the case of interest to be determined on an Interest Determination Date with respect to any Floating Rate Note or Variable Rate Note, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Bloomberg agency and Reuters) as may be specified hereon for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark;

"**Relevant Time**" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the inter-bank market in the Relevant Financial Centre;

"**Renminbi**" means the lawful currency for the time being of the People's Republic of China;

"**Singapore dollars**" means the lawful currency for the time being of the Republic of Singapore; and

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system.

(III) Interest on Hybrid Notes

(a) Interest Rate and Accrual

Each Hybrid Note bears interest on its Calculation Amount from the Interest Commencement Date in respect thereof and as shown on the face of such Note.

(b) Fixed Rate Period

(i) In respect of the Fixed Rate Period shown on the face of such Note, each Hybrid Note bears interest on its Calculation Amount from the first day of the Fixed Rate Period at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of the Note in each year and on the last day of the Fixed Rate Period if that date does not fall on an Interest Payment Date.

(ii) The first payment of interest will be made on the Interest Payment Date next following the first day of the Fixed Rate Period (and if the first day of the Fixed Rate Period is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the last day of the Fixed Rate Period falls before the date on which the first payment of interest would otherwise be due. If the last day of the Fixed Rate Period is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the first day of the Fixed Rate Period, as the case may be) to the last day of the Fixed Rate Period will amount to the Final Broken Amount shown on the face of the Note.

(iii) Where the due date of redemption of any Hybrid Note falls within the Fixed Rate Period, interest will cease to accrue on the Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(III) to the Relevant Date.

(iv) In the case of a Hybrid Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon during the Fixed Rate Period.

(c) Floating Rate Period

(i) In respect of the Floating Rate Period shown on the face of such Note, each Hybrid Note bears interest on its Calculation Amount from the first day of the Floating Rate Period, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**") unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case interest (save for interest in respect of the final Interest Period) will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls within the Specified Number of Months after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after

the first day of the Floating Rate Period (and which corresponds numerically with such preceding Interest Payment Date or the first day of the Floating Rate Period, as the case may be). If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day, then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

(ii) In this Condition 5(III), the period beginning on (and including) the first day of the Floating Rate Period and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is herein called an "**Interest Period**".

(iii) Where the due date of redemption of any Hybrid Note falls within the Floating Rate Period, interest will cease to accrue on the Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(III) to the Relevant Date.

(iv) The provisions of Condition 5(II)(b) shall apply to each Hybrid Note during the Floating Rate Period as though references therein to Floating Rate Notes are references to Hybrid Notes.

(IV) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note (determined in accordance with Condition 6(h)). As from the Maturity Date, the rate of interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Condition 6(h)).

(V) Calculations

(a) Margin, Maximum/Minimum Rates of Interest and Rounding

(i) If any Margin is specified hereon (either (A) generally, or (B) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (A), or the Rates of Interest for the specified Interest Periods, in the case of (B), calculated in accordance with Condition 5(II) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.

(ii) If any Maximum Rate of Interest or Minimum Rate of Interest is specified hereon, then any Rate of Interest shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (A) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (B) all figures shall be rounded to seven significant figures (with halves being rounded up) and (C) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, "**unit**" means the lowest amount of such currency that is available as legal tender in the country or countries of such currency.

(b) Determination of Rate of Interest and Calculation of Interest Amounts

The Calculation Agent will, as soon as practicable after the Relevant Time on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the "**Interest Amounts**") in respect of each Calculation Amount of the relevant Floating Rate Notes, Variable Rate Notes or (where applicable) Hybrid Notes for the relevant Interest Period. The amount of interest payable per Calculation Amount in respect of any Floating Rate Note, Variable Rate Note or (where applicable) Hybrid Note shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the Note. The determination of any rate or amount, and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(c) Notification

The Calculation Agent will cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Issuing and Paying Agent, the Trustee and/or the Issuer as soon as possible after their determination but in no event later than the fourth business day thereafter. In the case of Floating Rate Notes, if so required by the Issuer, the Calculation Agent will also cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to Securityholders in accordance with Condition 16 as soon as possible after their determination. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period by reason of any Interest Payment Date not being a business day. If the Floating Rate Notes, Variable Rate Notes or, as the case may be, Hybrid Notes become due and payable under Condition 10, the Rate of Interest and Interest Amounts payable in respect of the Floating Rate Notes, Variable Rate Notes or, as the case may be, Hybrid Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest and Interest Amounts need to be made unless the Trustee requires otherwise.

(d) Calculation Agent and Reference Banks

The Issuer will procure that, so long as any Floating Rate Note, Variable Rate Note or Hybrid Note remains outstanding, there shall at all times be three Reference Banks (or such other number as may be required) and, so long as any Floating Rate Note, Variable Rate Note, Hybrid Note or Zero Coupon Note remains outstanding, there shall at all times be a Calculation Agent. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank or the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts, the Issuer will appoint another bank with an office in the Relevant Financial Centre to act as such in its place. The Calculation Agent may not resign from its duties without a successor having been appointed as aforesaid.

(VI) Benchmark Discontinuation

(a) Benchmark Discontinuation (General)

Where the applicable Pricing Supplement specifies this Condition 5(VI)(a) (Benchmark Discontinuation (General)) as applicable:

(i) Independent Adviser

Notwithstanding the provisions above in this Condition 5, if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(VI)(a)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5(VI)(a)(iii)) and any Benchmark Amendments (in accordance with Condition 5(VI)(a)(iv)). In making such determination, the Independent Adviser appointed pursuant to this Condition 5(VI)(a) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Trustee, the Issuing and Paying Agent, the Securityholders or the Couponholders for any determination made by it, pursuant to this Condition 5(VI)(a).

If (i) the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Rate prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which, an Alternative Rate in accordance with this Condition 5(VI)(a)(i) and, in either case, an Adjustment Spread if any (in accordance with Condition 5(VI)(a)(iii)) and any Benchmark Amendments (in accordance with Condition 5(VI)(a)(iv)), provided that if the Issuer is unable to or does not determine a Successor Rate or Alternative Rate prior to the date which is five business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, the proviso in this Condition 5(VI)(a)(i) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in this Condition 5(VI)(a).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) (as the case may be) determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(VI)(a)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(VI)(a)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(VI)(a)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(VI)(a)).

(iii) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as applicable).

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(VI)(a) and the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) (as the case may be) determines:

(A) that amendments to these Conditions, the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**"); and

(B) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(VI)(a)(v) without any requirement for the consent or approval of the Securityholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager pursuant to Condition 5(VI)(a)(v), the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Securityholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), provided that the Trustee and the Agents shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to it in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed) in any way.

For the avoidance of doubt, the Trustee and the Agents shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition. Securityholders' consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable) or such other changes, including the execution of any documents or any steps by the Trustee and/or any of the

Agents (if required). Further, none of the Trustee, the Calculation Agent(s), the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to rely conclusively on any certificates provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 5(VI)(a)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5(VI)(a) will be notified promptly and at least five business days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Paying Agents, the Calculation Agent(s) (if applicable) and, in accordance with Condition 16, the Securityholders. Such notice shall be irrevocable and shall specify the effective date for such Successor Rate, such Alternative Rate (as the case may be), any related Adjustment Spread and the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager:

(A) confirming: (x) that a Benchmark Event has occurred, (y) the Successor Rate or, as the case may be, the Alternative Rate, and (z) where applicable, any Adjustment Spread, and/or (xx) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(VI)(a); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof and to accept the same without verification or investigation. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent(s), the Issuing and Paying Agent and the Securityholders. The Trustee shall be protected and shall have no liability to any Securityholder or any other person for so accepting and relying on any such certificate and opinion.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(VI)(a)(i), 5(VI)(a)(ii), 5(VI)(a)(iii) and 5(VI)(a)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 5(VI)(a)(iii) will continue to apply unless and until the Trustee,

the Issuing and Paying Agent and the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5(VI)(a)(v).

(vii) Definitions

As used in this Condition 5(VI)(a):

"**Adjustment Spread**" means either (i) a spread (which may be positive, negative or zero) or (ii) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(C) (if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) determines that no such spread is customarily applied) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(D) (if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) determines that no such industry standard is recognised or acknowledged) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) (as the case may be) determines to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) (as the case may be) determines in accordance with Condition 5(VI)(a)(ii) has replaced the Original Reference Rate in customary market usage in the local or international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes;

"**Benchmark Amendments**" has the meaning given to it in Condition 5(VI)(a)(iv);

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or

(B) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances

where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(E) it has become unlawful for any Paying Agent, the Calculation Agent(s), the Issuer or any other party to calculate any payments due to be made to any Securityholder using the Original Reference Rate,

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent(s) and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent(s) nor the Paying Agents shall have any responsibility for making such determination and shall have no obligation to monitor whether such an event has occurred;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by the Issuer at its own cost under Condition 5(VI)(a)(i);

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes;

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(x) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(y) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(z) a group of the aforementioned central banks or other supervisory authorities; or

(aa) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the rate that the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)(i)) (as the case may be) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(b) Benchmark Discontinuation (SOFR)

This Condition 5(VI)(b) shall only apply to U.S. dollar-denominated Notes where so specified hereon.

Where the applicable Pricing Supplement specifies this Condition 5(VI)(b) (Benchmark Discontinuation (SOFR)) as applicable:

(i) Benchmark Replacement

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the-then current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(ii) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time, and the Issuer shall deliver to the Trustee and the Agents a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager:

(A) confirming that (1) a Benchmark Event has occurred and (2) the Benchmark Replacement, in each case as determined in accordance with the provisions of this Condition 5(VI)(b); and

(B) certifying that the Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement.

For the avoidance of doubt, the Trustee and the Agents shall, upon receipt of such certificate and (subject to the immediately succeeding paragraph) at the request of the Issuer and at the expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5(VI)(b). Securityholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee or any of the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable to the Issuer, the Securityholders, the Couponholders or any other person for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

No such determination, decision or election shall be binding on the Trustee and the Agents and none of the Trustee and the Agents shall be obliged to concur in any consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5(VI)(b) if in the opinion of the Trustee or the relevant Agent (as the case may be) it would impose more onerous obligations upon the Trustee or, as the case may be, the relevant Agent or expose the Trustee or, as the case may be, the relevant Agent to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or, as the case may be, the relevant Agent in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) (as the case may be) in any way.

(iii) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5(VI)(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (i) will be conclusive and binding absent manifest error, (ii) will be made in the sole discretion of the Issuer or its designee, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(iv) The following defined terms shall have the meanings set out below for purpose of this Condition 5(VI)(b):

"**Benchmark**" means, initially, the relevant SOFR Benchmark specified hereon; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then "**Benchmark**" means the applicable Benchmark Replacement;

"**Benchmark Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(aa) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(bb) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(cc) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(aa) the sum of:

(1) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(2) the Benchmark Replacement Adjustment;

(bb) the sum of:

(1) the ISDA Fallback Rate; and

(2) the Benchmark Replacement Adjustment; or

(cc) the sum of:

(1) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Notes at such time; and

(2) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(aa) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(bb) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(cc) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated Floating Rate Notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(aa) in the case of sub-paragraph (aa) or (bb) of the definition of "Benchmark Event", the later of:

(1) the date of the public statement or publication of information referenced therein; and

(2) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(bb) in the case of sub-paragraph (cc) of the definition of "Benchmark Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**designee**" means a designee as selected and separately appointed by the Issuer in writing;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Compounded Daily SOFR is specified as applicable hereon) or SOFR Index Determination Time (where SOFR Index is specified as applicable hereon), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(c) Benchmark Discontinuation (SORA)

This Condition 5(VI)(c) shall only apply to Singapore dollar-denominated Notes where so specified in the applicable Pricing Supplement.

Where the applicable Pricing Supplement specifies this Condition 5(VI)(c) (Benchmark Discontinuation (SORA)) as applicable:

(i) Independent Adviser

Notwithstanding the provisions above in this Condition 5, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 5(VI)(c)(ii)) and an Adjustment Spread, if any (in accordance with Condition 5(VI)(c)(iii)), and any Benchmark Amendments (in accordance with Condition 5(VI)(c)(iv)) by ten Singapore Business Days (as defined below) prior to the relevant Interest Determination Date. An Independent Adviser appointed pursuant to this Condition 5(VI)(c)(i) as an expert

shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Issuing and Paying Agent, the Securityholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5(VI)(c)(i). For the purposes of this Condition 5(VI)(c), "**Singapore Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore.

If the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement by ten Singapore Business Days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 5(VI)(c)(ii)) and an Adjustment Spread if any (in accordance with Condition 5(VI)(c)(iii)) and any Benchmark Amendments (in accordance with Condition 5(VI)(c)(iv)).

If the Issuer or the Independent Adviser appointed by it is unable to or does not determine the Benchmark Replacement by five Singapore Business Days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest which would have been applicable to the Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 5(VI)(c)(i).

(ii) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) shall (subject to adjustment as provided in Condition 5(VI)(c)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(VI)(c)).

(iii) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines (1) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (2) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(iv) Benchmark Amendments

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines (1) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark

Replacement and/or Adjustment Spread and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(VI)(c)(v), without any requirement for the consent or approval of the Securityholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager pursuant to Condition 5(VI)(c)(v), the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall (at the request and direction of the Issuer and at the expense of the Issuer), without any requirement for the consent or approval of the Securityholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending the Trust Deed and/or the Agency Agreement), and the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall not be liable to the Issuer, any Securityholder or any other person for any consequences thereof, provided that the Trustee and the Agents shall not be obliged so to concur if in the opinion of the Trustee or the relevant Agent, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent in these Conditions, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

For the avoidance of doubt, the Trustee, the Issuing and Paying Agent, and (if applicable) the Calculation Agent shall, at the request of the Issuer and at the expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(VI)(c)(iv) provided that the Trustee and the Agents shall not be obliged to so effect such consequential amendments if in the opinion of the Trustee or the relevant Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee and the Agents in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) in any way. Securityholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required).

In connection with any such variation in accordance with this Condition 5(VI)(c)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(VI)(c) will be notified promptly and at least five Singapore Business Days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Issuing and Paying Agent, the Calculation Agent and, in accordance with Condition 16, the Securityholders. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and of the Benchmark Amendments, if any.

No later than notifying the Trustee, the Issuing and Paying Agent and the Calculation Agent of the same, the Issuer shall deliver to the Trustee, (if the Benchmark Amendments

affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager:

(A) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement and, (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(VI)(c); and

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof and none of them shall be liable to the Issuer, the Securityholders, the Couponholders or any other person for so doing. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Issuing and Paying Agent, the Calculation Agent and the Securityholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(VI)(c)(i), 5(VI)(c)(ii), 5(VI)(c)(iii) and 5(VI)(c)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 5(VI)(c) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5(VI)(c)(v).

(vii) Notices, etc.

As used in this Condition 5(VI)(c):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(aa) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(bb) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

(cc) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be)

having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines in accordance with Condition 5(VI)(c)(ii) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds);

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Interest Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines is reasonably necessary);

"**Benchmark Event**" means one or more of the following events:

(a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or

(b) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(d) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case, within the following six months; or

(e) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Securityholder or Couponholder using the Original Reference Rate; or

(f) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event shall be deemed to occur:

(1) in the case of sub-paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;

(2) in the case of sub-paragraph (d) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and

(3) in the case of sub-paragraph (f) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

For the avoidance of doubt, none of the Trustee, the Issuing and Paying Agent and the Calculation Agent shall have any responsibility for monitoring or determining whether or not a Benchmark Event has occurred or may occur and none of them shall be liable to the Issuer, the Securityholders, the Couponholders or any other person for not doing so.

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be):

(aa) Identified SORA;

(bb) Compounded SORA;

(cc) the Successor Rate;

(dd) the ISDA Fallback Rate; and

(ee) the Alternative Rate

"**Compounded SORA**" means the compounded average of SORAs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrears with the selected mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) in accordance with:

(aa) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Nominating Body for determining Compounded SORA;

provided that if, and to the extent that, the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) determines that Compounded SORA cannot be determined in accordance with paragraph (a) above of this definition of "Compounded SORA", then:

(bb) the rate, or methodology for this rate, and conventions for this rate that have been selected by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) giving due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes at such time.

Notwithstanding the foregoing, Compounded SORA will include a selected mechanism as specified in the applicable Pricing Supplement to determine the interest amount payable prior to the end of each Interest Period;

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been selected or recommended by the Relevant Nominating Body, or as determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(c)(i)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 5(VI)(c)(i);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (2) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means, initially, SORA or any component part thereof, provided that if a Benchmark Event has occurred with respect to SORA or the then-current Original Reference Rate, then "Original Reference Rate" means the applicable Benchmark Replacement;

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(bb) any working group or committee sponsored by, chaired or co- chaired by or constituted at the request of (1) the central bank for the currency to which the

benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

"**SORA**" or "**Singapore Overnight Rate Average**" with respect to any Singapore Business Day means a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such Singapore Business Day; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor.

(VII) Notwithstanding any other provision herein, in no event shall any of the Trustee or the Agents be responsible for exercising discretion in determining any substitute for SOFR or SORA or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Trustee and the Agents will be entitled to conclusively rely on any determinations made by the Issuer or its designee and will have no liability for such actions taken at the direction of the Issuer or its designee.

Any determination, decision or election that may be made by the Issuer or its designee in connection with a SOFR, SORA or other benchmark transition event or a benchmark replacement, including any determination with respect to a rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Issuer's or its designee's sole discretion, and, notwithstanding anything to the contrary in the transaction documents, will become effective without consent from any other party. None of the Trustee or the Agents will have any liability for any determination made by or on behalf of the Issuer or its designee in connection with a benchmark transition event or a SOFR, SORA or other benchmark replacement.

Notwithstanding any other provision herein, none of the Trustee or the Agents shall be required to determine what conforming changes will need to be made to the terms and conditions of the Notes or documentation related thereto which reference SOFR or SORA. Such changes shall be determined by the Issuer or a designee appointed by the Issuer for such purpose.

6 Redemption and Purchase

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at its Redemption Amount shown on its face on the Maturity Date ("**Redemption Amount**") (if this Note is shown on its face to be a Fixed Rate Note, Hybrid Note (during the Fixed Rate Period) or Zero Coupon Note) or on the Interest Payment Date falling in the Redemption Month shown on its face (if this Note is shown on its face to be a Floating Rate Note, Variable Rate Note or Hybrid Note (during the Floating Rate Period)).

(b) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Securityholders (or such other notice period as may be specified hereon), redeem all or, if so provided, some of the Notes on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount (as defined in Condition 6(h) below), together with interest accrued to (but excluding) the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 6(b).

In the case of a partial redemption of the Notes, (i) in the case of Notes represented by Bearer Notes, the notice to Securityholders shall also contain the certificate numbers of the Bearer Notes or, in the case of Registered Notes, shall specify the principal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be agreed between the Issuer and the Trustee, and (ii) in the case of Notes represented by a Global Security or a Global Certificate, the Notes to be redeemed will be selected in accordance with the rules of the relevant clearing systems, in each case subject to compliance with any applicable laws or other relevant authority requirements. So long as the Notes are listed on any stock exchange, the Issuer shall comply with the rules of such stock exchange in relation to the publication of any redemption of such Notes.

(c) Redemption at the Option of Securityholders

If so provided hereon, the Issuer shall, at the option of the holder of any Note, upon the holder of such Note giving not less than 30 nor more than 60 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the date or dates so provided at its Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount (as defined in Condition 6(h) below), together with interest accrued to (but excluding) the date fixed for redemption.

To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with the Issuing and Paying Agent or any other Paying Agent at its specified office or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice (an "**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar, any other Transfer Agent or the Issuer (as applicable) within the Securityholders' Redemption Option Period shown on the face hereof. Any Note or Certificate so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(d) Redemption for Taxation Reasons

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable) and to the Trustee and the Issuing and Paying Agent in writing, at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount (as defined in Condition 6(h) below), together with interest accrued to (but excluding) the date fixed for redemption, if the Issuer satisfies the Trustee immediately prior to the giving of such notice that (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made on or after the Issue Date or any other date specified in the applicable Pricing Supplement, and (ii) such obligations cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 6(d), the Issuer shall deliver or procure that there is delivered to the Issuing and Paying Agent and the Trustee:

(i) a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and

(ii) an opinion of independent tax or legal advisers of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such change or amendment to the laws.

The Trustee shall be entitled (but shall not be obliged) to accept and rely conclusively on such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) of this Condition 6(d) above without further enquiry and without liability to any Securityholder, Couponholder or any other person, in which event the same shall be conclusive and binding on the Securityholders and Couponholders. The Trustee shall be protected and shall have no liability to any Securityholder or any other person for so accepting and relying on any such certificate and opinion.

Upon the expiry of any such notice as is referred to in this Condition 6(d), the Issuer shall be bound to redeem all the Notes in accordance with this Condition 6(d).

References in this Condition 6(d) to "independent tax or legal advisers of recognised standing" are not intended to and shall not in the ordinary course exclude any of the Issuer's usual tax or legal advisers, or any such adviser who may have tendered professional services to the Issuer in connection with the issue and offering of the Notes.

(e) Redemption for Cessation or Suspension of trading

If, on any date, (A) the units of LREIT ("**Units**") cease to be traded on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") or (B) trading in the Units on the SGX-ST is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Issuer shall, at the option of the holder of any Note, redeem such Note at its Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount, together with interest accrued to (but excluding) the date fixed for redemption which shall be the date (or, if such date is not a business day, on the immediately preceding business day) falling 45 days after the relevant Effective Date. The Issuer shall, within seven business days of the relevant Effective Date, give notice to the Trustee, the Paying Agents and the Securityholders of the occurrence of either event specified in (A) or (B) above (provided that any failure by the Issuer to give such notice shall not prejudice any exercise of such option).

To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice (an "**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any other Transfer Agent (as applicable) no later than the date falling 21 days after the relevant Effective Date.

No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

For the purposes of this Condition 6(e), "**Effective Date**" means (in the case of (A) above) the date of cessation of trading or (in the case of (B) above) the day immediately following the expiry of the seven day period.

The Trustee shall not be required to take any steps to ascertain whether any such cessation or suspension of trading of the Units or any event which could lead to the occurrence of such cessation or suspension of trading has occurred.

(f) Redemption in the case of Minimum Outstanding Amount

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Securityholders (which notice shall be irrevocable), at their Redemption Amount or (in the case of Zero Coupon Notes) Early Redemption Amount, together with interest accrued to (but excluding) the date fixed for redemption if, immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 10 per cent. of the aggregate principal

amount originally issued (including any further Notes issued pursuant to Condition 14 and consolidated and forming a single series with the Notes).

Upon expiry of any such notice as is referred to in this Condition 6(f), the Issuer shall be bound to redeem all the Notes in accordance with this Condition 6(f).

(g) Purchases

The Issuer or any of the Subsidiaries of LREIT may at any time purchase Notes at any price (provided that they are purchased together with all unmatured Coupons and unexchanged Talons relating to them) in the open market or otherwise, provided that in any such case such purchase or purchases is or are in compliance with all relevant laws, regulations and directives.

Notes purchased by the Issuer or any of the Subsidiaries of LREIT may be surrendered by the purchaser through the Issuer to, in the case of Bearer Notes, the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar for cancellation or may at the option of the Issuer or the relevant Subsidiary of LREIT be held or resold. The Notes so purchased, while held by or on behalf of the Issuer or any of the Subsidiaries of LREIT, shall not entitle the holder to vote at any meetings of the Securityholders and shall not be deemed to be outstanding for the purposes of calculating any quorum at meetings of the Securityholders or for the purposes of Conditions 10, 11 and 12.

For the purposes of these Conditions, "**directive**" includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank department, government, legislative, minister, ministry, official public or statutory corporation, self-regulating organisation, or stock exchange.

(h) Early Redemption of Zero Coupon Notes

(i) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or formula, upon redemption of such Note pursuant to Condition 6(b) – Condition 6(f) or upon it becoming due and payable as provided in Condition 10, shall be the "**Amortised Face Amount**" (calculated as provided below) of such Note unless otherwise specified hereon.

(ii) Subject to the provisions of paragraph (iii) below of this Condition 6(h), the Amortised Face Amount of any such Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(b) – Condition 6(f) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in paragraph (ii) above of this Condition 6(h), except that such paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Condition 5(IV).

(iv) Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(i) Cancellation

All Notes purchased by or on behalf of the Issuer or any of the Subsidiaries of LREIT may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with

all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent at its specified office and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes or Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

7 Payments

(a) Principal and Interest in respect of Bearer Notes

Payments of principal and interest (which shall include the Redemption Amount or the Early Redemption Amount as applicable) in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Notes or Coupons, as the case may be:

(i) in the case of a currency other than Euro or Renminbi, by transfer to an account maintained by the holder in that currency with, a bank in the principal financial centre for that currency;

(ii) in the case of Euro, by transfer to a Euro account maintained by or on behalf of the holder with a bank in the principal financial centre for Euro; and

(iii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of a Securityholder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(b) Principal and Interest in respect of Registered Notes

(i) Payments of principal in respect of Registered Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 7(b)(ii).

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made:

(x) in the case of a currency other than Euro or Renminbi, by transfer to an account maintained by the holder in that currency with, a bank in the principal financial centre for that currency;

(y) in the case of Euro, by transfer to a Euro account maintained by or on behalf of the holder with a bank in the principal financial centre for Euro; and

(z) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Securityholder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(c) Payments subject to Law

All payments will be subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Securityholders or Couponholders in respect of such payments.

(d) Appointment of Agents

The Issuing and Paying Agent, the CDP Paying Agent, the Calculation Agents, the Transfer Agents and the Registrars initially appointed by the Issuer and their specified offices are listed below. Each of the

Issuing and Paying Agent, the CDP Paying Agent, the other Paying Agents, the Registrars, the Transfer Agents and the Calculation Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Securityholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, the CDP Paying Agent, any other Paying Agent, the Calculation Agent, any Transfer Agent and either Registrar and to appoint additional or other Paying Agents, Calculation Agents, Transfer Agents and Registrars, provided that it will at all times maintain (i) an Issuing and Paying Agent, (ii) a Calculation Agent, (iii) a Transfer Agent in relation to Registered Notes, (iv) a CDP Paying Agent in relation to Notes cleared through CDP, (v) a Registrar in relation to Registered Notes and (vi) a Paying Agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that the Global Security(ies) are exchanged for definitive Notes, for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

Notice of any such change or any change of any specified office will promptly be given to the Securityholders in accordance with Condition 16.

Subject to the provisions of the Agency Agreement, the Agency Agreement may be amended by the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the Calculation Agent, the Transfer Agent, the Registrars and the Trustee, without the consent of the holder of any Note or Coupon, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which all of the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the Calculation Agent, the Transfer Agent, the Registrars and the Trustee may mutually deem necessary or desirable, provided that in each case such amendment does not, in the opinion of each of the Issuer and the Trustee, adversely affect the interests of the holders of the Notes or the Coupons. Any such amendment shall be binding on the holder of any Note or Coupon.

(e) Unmatured Coupons and Unexchanged Talons

(i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes and Hybrid Notes (during the Fixed Rate Period), such Notes should be surrendered for payment together with all unmatured Coupons (if any) relating to such Notes (and, in the case of Hybrid Notes, relating to interest payable during the Fixed Rate Period), failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

(ii) Subject to the provisions of the applicable Pricing Supplement upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Variable Rate Note or Hybrid Note (during the Floating Rate Period), unmatured Coupons relating to such Note (and in the case of Hybrid Notes, relating to interest payable during the Floating Rate Period) (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Note comprising a Floating Rate Note, Variable Rate Note or Hybrid Note is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it (and, in the case of Hybrid Notes, relating to interest payable during the Floating Rate Period), redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption or repayment of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate.

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent on any business day in the location of the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(g) Non-business Days

Subject as provided in the applicable Pricing Supplement or subject as otherwise provided in these Conditions, if any date for the payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) Default Interest

If on or after the due date for payment of any sum in respect of the Notes, payment of all or any part of such sum is not made against due presentation of the Notes (in the case of Bearer Notes) or the Certificates representing the Notes or, as the case may be, the Coupons, the Issuer shall pay interest on the amount so unpaid from such due date up to the day of actual receipt by the relevant Securityholders or, as the case may be, Couponholders (as well after as before judgment) at a rate per annum determined by the Issuing and Paying Agent to be equal to one per cent. per annum above (in the case of a Fixed Rate Note or a Hybrid Note during the Fixed Rate Period) the Interest Rate applicable to such Note or (in the case of a Floating Rate Note or a Hybrid Note during the Floating Rate Period) the Rate of Interest applicable to such Note or (in the case of a Variable Rate Note) the variable rate by which the Agreed Yield applicable to such Note is determined or, as the case may be, the Rate of Interest applicable to such Note, or in the case of a Zero Coupon Note, as provided for in the applicable Pricing Supplement. So long as the default continues then such rate shall be re-calculated on the same basis at intervals of such duration as the Issuing and Paying Agent may select, save that the amount of unpaid interest at the above rate accruing during the preceding such period shall be added to the amount in respect of which the Issuer is in default and itself bear interest accordingly. Interest at the rate(s) determined in accordance with this Condition 7(h) shall be calculated on the Day Count Fraction specified hereon and the actual number of days elapsed, shall accrue on a daily basis and shall be immediately due and payable by the Issuer.

8 Taxation

All payments in respect of the Notes and the Coupons by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

(a) **Other connection**: by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore, otherwise than by reason only of the holding of such Note or Coupon or the receipt of any sums due in respect of such Note or Coupon (including, without limitation, the holder being a resident of, or a permanent establishment in Singapore); or

(b) **Presentation of more than 30 days after the Relevant Date**: more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or

(c) to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note (or the Certificate representing it), or Coupon is presented for payment.

For the avoidance of doubt, neither the Issuer nor any other person shall be required to pay any additional amounts or otherwise indemnify a holder for any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code as amended or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

As used in these Conditions:

"**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Securityholders in accordance with Condition 16 that, upon further presentation of the Note (or relevant Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "principal" shall be deemed to include any premium payable in respect of the Notes, all Redemption Amounts, Early Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6, "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**interest**" and/or "**Early Redemption Amounts**" shall be deemed to include any additional amounts which may be payable under these Conditions.

For the avoidance of doubt, neither the Trustee nor any Agent shall be responsible or liable for paying any tax, duty, charges, withholding or other payment referred to in this Condition 8 or for determining whether such amounts are payable or the amount thereof, and none of the Trustee or any of the Agents shall be responsible or liable for (A) determining whether the Issuer or any Securityholder, Receiptholder or Couponholder is liable to pay any taxes, duty, charges, withholding or other payment referred to in this Condition; or (B) determining the sufficiency or insufficiency of any amounts so paid. None of the Trustee or the Agents shall be responsible or liable for any failure of the Issuer, any Securityholder, Receiptholder or Couponholder, or any other third party to pay such tax, duty, charges, withholding or other payment in any jurisdiction or to provide any notice or information to the Trustee or any Agent that would permit, enable or facilitate the payment of any principal, premium (if any), interest or other amount under or in respect of the Notes without deduction or withholding for or on account of any tax, duty, charge, withholding or other payment imposed by or in any jurisdiction.

9 Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 Events of Default

If any of the following events (each an "**Event of Default**") shall have occurred and is continuing, the Trustee at its discretion may, and if so requested in writing by holders of at least 25 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (provided in any such case that the Trustee shall first have been indemnified and/or secured and/or prefunded to its satisfaction), give notice in writing to the Issuer that the Notes are immediately repayable, whereupon the Redemption Amount of such Notes or (in the case of Zero Coupon Notes) the Early Redemption Amount of such Notes together with accrued interest to the date of payment shall become immediately due and payable:

(a) the Issuer does not pay any principal, premium or interest payable under any of the Notes the default continues for a period of three business days in the case of principal and five business days in the case of interest; or

(b) the Issuer does not perform or comply with any one or more of its obligations (other than the payment obligation referred to in Condition 10(a)) under the Trust Deed or any of the Notes and the default continues for the period of 30 days after notice from the Trustee to the Issuer requiring the same to be remedied; or

(c)

(i) any Financial Indebtedness of the Issuer, LREIT or any of the Subsidiaries of LREIT for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (however described); or

(ii) any such Financial Indebtedness is not paid when due or, as the case may be, within any originally applicable grace period,

provided that no Event of Default will occur under this Condition 10(c) unless and until the aggregate amount of the Financial Indebtedness in respect of which one or more of the events mentioned above in this Condition 10(c) has/have occurred equals or exceeds S$20,000,000 or its equivalent in other currency or currencies; or

(d) any of the Issuer, LREIT or any of the Principal Subsidiaries of LREIT is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of its debts (or of a material type of), takes any proceeding under any law for the rescheduling, readjustment or deferment of all or a material part of its indebtedness (or of any material part which it will otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or a material part of (or of a material type of) the debts of the Issuer, LREIT or any of the Principal Subsidiaries of LREIT; or

(e) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any property, assets or revenues of the Issuer, LREIT or any of the Principal Subsidiaries of LREIT in an aggregate amount exceeding S$20,000,000, other than any such legal process which is being contested in good faith and on reasonable grounds or set aside or satisfied within 30 days; or

(f) any Encumbrance or Encumbrances granted by the Issuer, LREIT or any of the Principal Subsidiaries of LREIT over any material part of the property, assets or revenues of the Issuer, LREIT or any of the Principal Subsidiaries of LREIT, becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person); or

(g) any meeting is convened by the shareholders, unitholders, directors or other officers for the purpose of considering any resolution, any petition or originating summons is presented, or any order is made or any resolution is passed for the winding-up, termination, dissolution, receivership, judicial management or administration of the Issuer, LREIT or any of the Principal Subsidiaries of LREIT (other than an application which is capable of being set aside, and is set aside, within 21 days of being made), or the Issuer, LREIT or any of the Principal Subsidiaries of LREIT shall apply or petition for a winding-up or administration order in respect of itself or ceases or threatens to cease to carry on all or a material part of its business or operations (in each case, except (i) for the purposes of a reconstruction, amalgamation, merger, consolidation or reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Securityholders or (ii) in the case of a Principal Subsidiary of LREIT, whereby the undertaking and assets of the Principal Subsidiary of LREIT are transferred to or otherwise vested in another of the Principal Subsidiaries of LREIT or a real estate investment trust, property trust fund, joint venture, investment vehicle or similar entity established by or on behalf of LREIT or any of its related entities or (iii) in the case of a Principal Subsidiary of LREIT, where such winding-up, termination, dissolution, receivership, judicial management, administration or cessation does not involve insolvency and results in such Principal Subsidiary being able to pay all of its creditors in full); or

(h) any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of any part of the assets of the Issuer, LREIT or any of the Principal Subsidiaries of LREIT such that it prevents the Issuer or LREIT from performing its obligations under these Conditions, the Trust Deed or the Notes, or the Issuer or LREIT shall be prevented from exercising normal control over any material part of its properties or shall take any action that prevents or will prevent the Issuer or LREIT from performing its obligations under these Conditions, the Trust Deed or the Notes, or that the Issuer or LREIT shall be prevented from exercising normal control over any of its property; or

(i) any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time which is required to be taken, done, fulfilled or performed in order (i) to enable the Issuer lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it under and in respect of the Notes and the Trust Deed, (ii) to ensure that those obligations are legal, valid, binding and enforceable or (iii) to make the Notes, the Coupons and the Trust Deed admissible in evidence in the relevant courts is not taken, done, fulfilled or performed; or

(j) it is or will become unlawful for the Issuer to perform or comply with its payment or other material obligations under the Trust Deed or any of the Notes; or

(k) the Trust Deed or any of the Notes ceases for any reason (or is claimed by the Issuer not) to be the legal and valid obligations of the Issuer, binding upon it in accordance with its terms (subject to equitable principles and insolvency laws affecting creditors' rights generally); or

(l) any litigation, arbitration or administrative proceeding against the Issuer, LREIT or any of the Principal Subsidiaries of LREIT is current or pending which individually or in the aggregate (1) would restrain the entry into, the exercise of any of the rights under, and/ or the performance or enforcement of, or compliance with, any of the material obligations of the Issuer or LREIT under the Trust Deed or any of the Notes, or (2) has or would have a material adverse effect on the Issuer, LREIT or any of the Principal Subsidiaries of LREIT; or

(m) the Issuer or any of the Principal Subsidiaries of LREIT is declared by the Minister of Finance to be a declared company under the provisions of Part 9 of the Companies Act 1967 of Singapore; or

(n) (i)(1) the LREIT Trustee resigns or is removed from the position of trustee for LREIT, and/ or (2) an order is made for an administrator, agent or similar officer of the LREIT Trustee to be appointed, and (ii) a replacement or substitute trustee of LREIT is not appointed in accordance with the terms of the LREIT Trust Deed and/or in accordance with the applicable law; or

(o) the Issuer loses its right to be indemnified out of the assets of LREIT in respect of all liabilities, claims, demands and actions under or in connection with any of the Notes, the Trust Deed or the Agency Agreement; or

(p) the LREIT Manager resigns or is removed as a manager of LREIT and a replacement or substitute manager is not appointed in accordance with the LREIT Trust Deed; or

(q) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events referred to in Condition 10(d) to Condition 10(g) (inclusive) and Condition (l) in relation to the Issuer, LREIT and any of the Principal Subsidiaries of LREIT.

As used in these Conditions:

"**Encumbrance**" means any mortgage, charge, lien, pledge or other security interest of the Issuer, LREIT or any of the Subsidiaries of LREIT;

"**Financial Indebtedness**" means (without double counting) any indebtedness in respect of:

(i) moneys borrowed;

(ii) any debenture, bond, note, loan stock or other debt security;

(iii) any acceptance credit, bill-discounting or note purchase facility or, for the purposes of Condition 10(c) only, documentary credit facility, bonding line or surety bond facility;

(iv) any deferred purchase price agreement in relation to any asset or service (excluding any such deferred purchase price agreement which provides for a deferred price of no more than 180 days, and excluding any other deferred purchase price agreement in respect of any asset or service entered into in the ordinary course of business);

(v) any lease entered into primarily as a method of raising finance or financing the acquisition of the asset leased;

(vi) any receivables sold or discounted (otherwise than on a non-recourse basis) primarily as a method of raising finance;

(vii) for the purposes of Condition 10(c) only, the net amount of any currency swap or interest rate swap, cap or collar arrangements or any other derivative instrument;

(viii) any amount raised under any other transaction having the commercial effect of a borrowing of money; or

(ix) any guarantee, indemnity or similar assurance against financial loss of any person arising under an obligation falling within (i) to (vii) above;

11 Enforcement of Rights

At any time after the Notes shall have become due and payable, the Trustee may (but shall not be obliged to), at its discretion and without further notice, take such actions and/or steps and/or institute such proceedings against the Issuer as it may think fit, in each case, to enforce repayment of the Notes, together with accrued interest, but it shall not be bound to take any such actions and/or steps and/or institute such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution of the Securityholders of such Notes or so requested in writing by Securityholders holding not less than 25 per cent. in principal amount of such Notes outstanding and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction. No Securityholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to do so, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing.

12 Meeting of Securityholders and Modifications

(a) **Meetings of Securityholders**: The Trust Deed contains provisions for convening meetings of Securityholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes of such Series (including these Conditions insofar as the same may apply to such Notes) or any of the provisions of the Trust Deed.

The Trustee or the Issuer at any time may, and the Trustee upon the request in writing by Securityholders holding not less than 10 per cent. of the principal amount of the Notes of any Series for the time being outstanding and after being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses shall, convene a meeting of the Securityholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders of the relevant Series, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (b) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Notes, (c) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates of interest or the basis for calculating any Interest Amount in respect of the Notes, (d) to vary any method of, or basis for, calculating the Redemption Amount or the Early Redemption Amount including the method of calculating the Amortised Face Amount, (e) to vary the currency or currencies of payment or denomination of the Notes, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (g) to modify the provisions concerning the quorum required at any meeting of Securityholders or the

majority required to pass the Extraordinary Resolution, will only be binding if passed at a meeting of the Securityholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

Any application of a Successor Rate, Alternative Rate, an Adjustment Spread or any rate determined in accordance with Condition 5(VI), as the case may be, and any related Benchmark Amendments shall not constitute a matter which is required to be approved by an Extraordinary Resolution.

These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the applicable Pricing Supplement in relation to such Series.

(b) **Modification of the Trust Deed**: The Trustee may (but is not obliged to) agree, without the consent of the Securityholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed which in the opinion of the Trustee is of a formal, minor or technical nature, is made to correct a manifest error or to comply with any mandatory provision of law or is required by Euroclear, Clearstream, Luxembourg, CDP and/or any other clearing system in which the Notes may be held, (ii) any other modification (except as mentioned in the Trust Deed) which is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders and (iii) any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Agency Agreement or these Conditions which is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders. Any such modification, authorisation or waiver shall be binding on the Securityholders and the Couponholders and, unless the Trustee otherwise agrees, such modification, waiver or authorisation shall be notified by the Issuer to the Securityholders as soon as practicable.

(c) **Substitution**: The Trust Deed contains provisions permitting (but not obliging) the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Securityholders or the Couponholders, to the substitution of the Issuer's successor in business, any Subsidiary of the Issuer or its successor in business, or a substitute or replacement trustee of LREIT as principal debtor under the Trust Deed and the Notes. An agreement by the Trustee pursuant to such provisions in the Trust Deed shall, if so expressed, release the Issuer (or a previous substitute) from any or all of its obligations under the Trust Deed, the Notes, the Receipts, the Coupons and the Talons.

(d) **Entitlement of the Trustee**: In connection with the exercise of its functions and/or exercise of its rights, powers and/or discretions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Securityholders as a class and shall not have regard to the consequences of such exercise for individual Securityholders or Couponholders.

13 Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates), or at the specified office of such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Securityholders in accordance with Condition 16, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Note, Certificate, Coupon or Talon) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues

The Issuer may from time to time without the consent of the Securityholders or Couponholders create and issue further notes having the same terms and conditions as the Notes of any Series in all respects (or in all respects except for the first payment of interest on them) and so that the same shall be consolidated and form

a single Series with such Notes. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 14 and forming a single Series with the Notes.

15 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including without limitation provisions relieving it from taking any steps and/or actions and/or instituting any proceedings to enforce its rights under the Trust Deed, the Agency Agreement and/or the Conditions in respect of the Notes and payment, repayment or taking other actions unless first indemnified and/or secured and/or pre-funded to its satisfaction. The Trust Deed also contains a provision entitling the Trustee to enter into business transactions with the Issuer, any Subsidiary of LREIT or any other person without accounting to the Securityholders or Couponholders for any profit resulting from such transactions.

Neither the Trustee nor any of the Agents shall be responsible for the performance by the Issuer or any other person appointed by the Issuer in relation to the Notes of the duties and obligations on their part expressed in respect of the same and, unless a Trust Officer has actual knowledge or express written notice to the contrary, the Trustee and any of the Agents shall be entitled to assume that the same are being duly performed. Neither the Trustee nor any of the Agents shall be liable to any Securityholder or Couponholder, the Issuer or any other person for any loss, costs, charges, liabilities and expenses incurred or suffered by the Issuer or any such other person where the Trustee or such Agent is acting on the instructions or at the direction or the request of the Securityholders.

The Trustee shall be entitled to rely on any direction, request or resolution of Securityholders given by holders of the requisite principal amount of Notes outstanding or passed at a meeting of Securityholders convened and held in accordance with the Trust Deed.

Whenever the Trustee is required or entitled by the terms of the Trust Deed, these Conditions or the Agency Agreement to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to its exercising any such discretion or power, taking any such action, making any such decision, or giving any such direction, to seek directions from the Securityholders by way of an Extraordinary Resolution, and the Trustee is not responsible for any loss or liability incurred by any person as a result of any delay in it exercising such discretion or power, taking such action, making such decision, or giving such direction where the Trustee is seeking such directions or the non-exercise of such discretion or power, or not taking any such action or making any such decision or giving any such direction in the absence of any such directions from Securityholders.

Neither the Trustee nor any of the Agents shall be under any obligation to monitor compliance with the provisions of the Trust Deed, the Agency Agreement or these Conditions or to monitor whether an Event of Default has occurred, or may occur and each of them shall be entitled to assume that no such event has occurred until a Trust Officer has actual knowledge or express written notice to the contrary. Neither the Trustee nor any of the Agents shall be responsible or liable to the Issuer, the Securityholders or any other person for any loss arising from any failure to do so.

The Trustee may rely without liability to Securityholders, Couponholders, the Issuer, LREIT or any other person on any opinion, advice, report or any information obtained from any legal adviser, valuer, accountant (including the auditors for the time being of the Group), surveyor, banker, broker, rating agency, auctioneer or other expert or other professional adviser selected by it, whether obtained by the Issuer, the Trustee or otherwise, whether or not addressed to the Trustee, and whether or not the advice, opinion, report or information, or any engagement letter or other related document, contains a monetary or other limit on liability or limits the scope and/or basis of such advice, opinion, report or information. The Trustee and each of its directors, officers, employees and agents will not be responsible to anyone for any liability occasioned by so acting.

Each Securityholder shall be solely responsible for making and continuing to make its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and no Securityholder or any other person shall rely on the Trustee in respect thereof.

16 Notices

Notices to the holders of Registered Notes shall be valid if mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notwithstanding the foregoing, notices to the holders of Notes will be valid if (a) published in a leading newspaper in the English language of general circulation in Singapore (it is expected that such publication will be made in *The Business Times*) or (b) an announcement is made through the internet-based submission system operated by the SGX-ST (or, if the holders of any Series of Notes can be identified, notices to such holders will also be valid if they are given to each of such holders). Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper or internet-based submission system as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Condition 16.

So long as the Notes are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held in its entirety on behalf of Euroclear, Clearstream, Luxembourg and/or CDP, there may be substituted for such publication in such newspapers or announcement through the internet-based submission system operated by the SGX-ST (i) the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or (subject to the agreement of CDP) CDP for communication by it to the Securityholders or (ii) in the case of CDP, the recorded delivery of the relevant notice to the persons shown in the latest record received from CDP as holding interests in such Global Security or Global Certificate, except that if the Notes are listed on any stock exchange and the rules of such stock exchange so require, notice will in any event be published in accordance with the preceding paragraphs. Any such notice shall be deemed to have been given to the Securityholders on the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or CDP or the date of despatch of such notice to the persons shows in the records maintained by CDP.

Notices to be given by any Securityholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same with the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) or such other Agent as may be specified in these Conditions. Whilst the Notes are represented by a Global Security or a Global Certificate, such notice may be given by any Securityholder to the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent through Euroclear and/or Clearstream, Luxembourg in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent and Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

Notwithstanding the other provisions of this Condition 16, in any case where the identities and addresses of all the Securityholders are known to the Issuer, notices to such holders may be given individually by mail to such addresses and will be deemed to have been given two days after despatch.

17 Acknowledgement

(a) Notwithstanding any provision to the contrary in the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith, the Trustee, the Securityholders and the Couponholders agree and acknowledge that DBS Trustee Limited ("**DBST**") has entered into the Trust Deed only in its capacity as trustee of LREIT and not in its personal capacity and all references to (in the case of Notes being issued by the Issuer) the Issuer or the LREIT Trustee in the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith shall be construed accordingly. Accordingly, notwithstanding any provision to the contrary in the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith, DBST has assumed all obligations under the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith solely in its capacity as trustee of LREIT and not in its personal capacity and any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by the Issuer under the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith is given by DBST in its capacity as trustee of LREIT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate is limited to the assets of LREIT over which DBST in its capacity as trustee of LREIT has recourse and shall not extend to any personal assets of DBST or any assets held by

DBST in its capacity as trustee of any other trust. Any obligation, matter, act, action or thing required to be done, performed or undertaken or any covenant, representation, warranty or undertaking given by the Issuer under the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith shall only be in connection with matters relating to LREIT (and shall not extend to the obligations of DBST in respect of any other trust or real estate investment trust of which it is trustee). The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Securityholders and the Couponholders from any gross negligence, fraud, wilful default, breach of trust or breach of the LREIT Trust Deed of/by DBST.

(b) Notwithstanding any provision to the contrary in the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith, it is hereby acknowledged and agreed that the obligations of the Issuer under the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith will be solely the corporate obligations of DBST in its capacity as trustee of LREIT and there shall be no recourse against the shareholders, directors, officers or employees of DBST for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith. The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Securityholders and the Couponholders from any gross negligence, fraud, wilful default, breach of trust or breach of the LREIT Trust Deed of/by DBST.

(c) For the avoidance of doubt, any legal action or proceedings commenced against the Issuer whether in Singapore, England or elsewhere pursuant to the Trust Deed, the Notes, the Coupons, these Conditions and any document in connection herewith or therewith, shall be brought against DBST in its capacity as trustee of LREIT and not in its personal capacity. The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Securityholders and the Couponholders from any gross negligence, fraud, wilful default, breach of trust or breach of the LREIT Trust Deed of/by DBST.

(d) The provisions of this Condition 17 shall apply, mutatis mutandis, to any notices, certificates or other documents which the Issuer issues under or pursuant to the Trust Deed, the Notes, the Coupons, Conditions and any document in connection herewith or therewith, as if expressly set out in such notices, certificates or documents and shall survive the termination or rescission of the Trust Deed or, as the case may be, redemption of the Notes or the Coupons.

18 Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that these Conditions expressly provide for such Act to apply to any of its terms.

19 Governing Law and Jurisdiction

(a) **Governing Law**: The Trust Deed, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

(b) **Jurisdiction**: The Courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

(c) **Service of Process**: The Issuer has in the Trust Deed irrevocably appointed an agent in England, where applicable, to receive, for it and on its behalf, service of process in any Proceedings in England.

TERMS AND CONDITIONS OF THE PERPETUAL SECURITIES

*The following is the text of the terms and conditions which, save for the words in italics and subject to completion and amendment and as supplemented or varied in accordance with the provisions of the applicable Pricing Supplement, will be endorsed on the Perpetual Securities in definitive form issued in exchange for the Global Security(ies) or the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the applicable Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Perpetual Securities. Those definitions will be endorsed on such Bearer Perpetual Securities or on the Certificates relating to such Registered Perpetual Securities. References in the Conditions to "**Perpetual Securities**" are to the Perpetual Securities of one Series only, not to all Perpetual Securities that may be issued under the Programme, details of the relevant Series being shown on the face of the relevant Perpetual Securities and in the applicable Pricing Supplement.*

The Perpetual Securities are issued by DBS Trustee Limited (in its capacity as trustee of Lendlease Global Commercial REIT ("**LREIT**") and in such capacity, the "**LREIT Trustee**") (the "**Issuer**") pursuant to the Trust Deed (as defined below).

The Perpetual Securities are constituted by a trust deed originally dated 8 January 2021, as supplemented by a deed of resignation and substitution dated 18 July 2022, as further supplemented by a supplemental trust deed dated 10 December 2024 (as amended and/or supplemented as at the date of issue of the Perpetual Securities (the "**Issue Date**") and from time to time thereafter, the "**Trust Deed**") made between, *inter alios*, (1) the Issuer and (2) The Bank of New York Mellon, London Branch (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Perpetual Securityholders (as defined below).

These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Perpetual Securities, Certificates, Coupons and Talons referred to below. The Issuer has entered into an agency agreement originally dated 8 January 2021, as supplemented by a supplemental agency agreement dated 18 July 2022 made between, *inter alios*, (1) the Issuer, (2) The Bank of New York Mellon, London Branch, as issuing and paying agent in respect of Perpetual Securities cleared through Euroclear (as defined below) and Clearstream, Luxembourg (as defined below) (the "**Issuing and Paying Agent**", which expression shall include any successor issuing and paying agent appointed from time to time in connection with the Perpetual Securities), (3) The Bank of New York Mellon, Singapore Branch, as CDP paying agent in respect of Perpetual Securities cleared through CDP (as defined below) (the "**CDP Paying Agent**", which expression shall include any successor CDP paying agent appointed from time to time in connection with the Perpetual Securities and, together with the Issuing and Paying Agent and any other paying agents that may be appointed, the "**Paying Agents**"), (4) The Bank of New York Mellon SA/NV, Luxembourg Branch, as transfer agent in respect of Perpetual Securities cleared through Euroclear or Clearstream, Luxembourg and The Bank of New York Mellon, Singapore Branch, as transfer agent in respect of Perpetual Securities cleared through CDP (each a "**Transfer Agent**", which expression shall include any successor transfer agent appointed from time to time in connection with the Perpetual Securities and, together with any other transfer agents that may be appointed, the "**Transfer Agents**"), (5) The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar in respect of Perpetual Securities cleared through Euroclear or Clearstream, Luxembourg and The Bank of New York Mellon, Singapore Branch, as registrar in respect of Perpetual Securities cleared through CDP (each in such capacity, the "**Registrar**", which expression shall include any successor registrar appointed from time to time in connection with the Perpetual Securities), (6) The Bank of New York Mellon, London Branch, (where appointed as contemplated therein) as calculation agent in respect of Perpetual Securities cleared through Euroclear or Clearstream, Luxembourg and The Bank of New York Mellon, Singapore Branch, (where appointed as contemplated therein) as calculation agent in respect of Perpetual Securities cleared through CDP (each in such capacity, the "**Calculation Agent**", which expression shall include any successor calculation agent appointed from time to time in connection with the Perpetual Securities) and (7) the Trustee, as trustee in relation to the Perpetual Securities (as amended and/or supplemented as at the Issue Date and from time to time thereafter, the "**Agency Agreement**"). The Perpetual Securityholders and the holders (the "**Couponholders**") of the distribution coupons (the "**Coupons**") appertaining to the Perpetual Securities in bearer form and, where applicable in the case of such Perpetual Securities, talons for further Coupons (the "**Talons**") are bound by and are deemed to have notice of all of the provisions of these Conditions, all the provisions of the Trust Deed and the applicable Pricing Supplement (as defined in the Trust

Deed), and are deemed to have notice of those provisions applicable to them of the Agency Agreement. For the purposes of these Conditions, all references to the Issuing and Paying Agent shall, with respect to a Series of Perpetual Securities to be held in the CDP, be deemed to be a reference to the CDP Paying Agent and all such references shall be construed accordingly.

Where the Perpetual Securities are cleared through CDP, the Perpetual Securityholders and the Couponholders are entitled to the benefit of the CDP Deed of Covenant dated 18 July 2022 executed by the Issuer by way of deed poll (the "**CDP Deed of Covenant**").

Copies of the Trust Deed, the CDP Deed of Covenant and the Agency Agreement are available for inspection at all reasonable times during normal business hours (being between 9.00 a.m. and 3.00 p.m.) by the Perpetual Securityholders and the Couponholders at the principal office of the Trustee for the time being (being as at the date of the Trust Deed at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom) and at the specified office of the Issuing and Paying Agent for the time being, upon prior written request and proof of holding and identity to the satisfaction of the Trustee or, as the case may be, the Issuing and Paying Agent.

1 Form, Denomination and Title

(a) Form and Denomination

(i) The Perpetual Securities of the Series of which this Perpetual Security forms part (in these Conditions, the "**Perpetual Securities**") are issued in bearer form ("**Bearer Perpetual Securities**") or in registered form ("**Registered Perpetual Securities**"), in each case in the Denomination Amount shown thereon or on the Certificates.

(ii) This Perpetual Security is a Fixed Rate Perpetual Security or a Floating Rate Perpetual Security (depending upon the Distribution Basis shown on its face).

(iii) Bearer Perpetual Securities are serially numbered and issued with Coupons (and, where appropriate, a Talon) attached.

(iv) Registered Perpetual Securities are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Perpetual Securities by the same holder.

(b) Title

(i) Title to the Bearer Perpetual Securities and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Perpetual Securities shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**").

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Perpetual Security, Coupon or Talon shall be deemed to be and shall be treated as the absolute owner of such Perpetual Security, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Perpetual Security, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft, loss or forgery thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.

(iii) For so long as any of the Perpetual Securities is represented by a Global Security (as defined below) or, as the case may be, a Global Certificate (as defined below) and such Global Security or Global Certificate is held by a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or The Central Depository (Pte) Limited ("**CDP**"), each person who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg and/ or CDP as the holder of a particular principal amount of such Perpetual Securities (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or CDP as to the principal amount of such Perpetual Securities standing to the account of any person shall be conclusive and binding for all purposes save in the

case of manifest error) shall be treated by the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the other Paying Agents, the Calculation Agents, the Registrars, the Transfer Agents and all other agents of the Issuer and the Trustee as the holder of such principal amount of Perpetual Securities other than with respect to the payment of principal, premium, distribution, redemption, purchase and/or any other amounts in respect of the Perpetual Securities, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the other Paying Agents, the Calculation Agents, the Registrars, the other Transfer Agents, all other agents of the Issuer and the Trustee as the holder of such Perpetual Securities in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expression "**Perpetual Securityholder**" and related expressions shall be construed accordingly). Perpetual Securities which are represented by the Global Security or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or CDP. For so long as any of the Perpetual Securities is represented by a Global Security or a Global Certificate and such Global Security or, as the case may be, Global Certificate is held by CDP, the record date for purposes of determining entitlements to any payment of principal, distribution and any other amounts in respect of the Perpetual Security shall, unless otherwise specified by the Issuer, be the date falling five business days prior to the relevant payment date (or such other date as may be prescribed by CDP).

(iv) In these Conditions, "**Global Security**" means the relevant Temporary Global Security representing each Series or the relevant Permanent Global Security representing each Series, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of a nominee of, (1) a common depositary for Euroclear and/or Clearstream, Luxembourg, (2) CDP and/or (3) any other clearing system, "**Perpetual Securityholder**" means the bearer of any Bearer Perpetual Security or the person in whose name a Registered Perpetual Security is registered (as the case may be) and "**holder**" (in relation to a Perpetual Security, Coupon or Talon) means the bearer of any Bearer Perpetual Security, Coupon or Talon or the person in whose name a Registered Perpetual Security is registered (as the case may be), "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (A) expressed to be consolidated and forming a single series and (B) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of distribution and "**Tranche**" means Perpetual Securities which are identical in all respects (including as to listing).

(v) Words and expressions defined in the Trust Deed or used in the applicable Pricing Supplement (as defined in the Trust Deed) shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

2 No Exchange of Perpetual Securities and Transfers of Registered Perpetual Securities

(a) **No Exchange of Perpetual Securities**: Registered Perpetual Securities may not be exchanged for Bearer Perpetual Securities. Bearer Perpetual Securities of one Denomination Amount may not be exchanged for Bearer Perpetual Securities of another Denomination Amount. Bearer Perpetual Securities may not be exchanged for Registered Perpetual Securities.

(b) **Transfer of Registered Perpetual Securities**: Subject to Conditions 2(e) and 2(f) below and the terms of the Agency Agreement, one or more Registered Perpetual Securities may be transferred upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Perpetual Securities to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Perpetual Securities

represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Perpetual Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Perpetual Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee, and by the Registrar with the prior written approval of the Trustee. A copy of the current regulations will be made available by the Registrar to any Perpetual Securityholder following written request and proof of holding and identity satisfactory to the Registrar.

(c) **Exercise of Options or Partial Redemption in Respect of Registered Perpetual Securities**: In the case of an exercise of the Issuer's option in respect of, or a partial redemption of, a holding of Registered Perpetual Securities represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Perpetual Securities of the same holding having different terms, separate Certificates shall be issued in respect of those Perpetual Securities of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any other Transfer Agent. In the case of a transfer of Registered Perpetual Securities to a person who is already a holder of Registered Perpetual Securities, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) **Delivery of New Certificates**: Each new Certificate to be issued pursuant to Conditions 2(b) or 2(c) shall be available for delivery within five business days of receipt of the form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the place of the specified office of the Registrar or the other relevant Transfer Agent (as the case may be).

(e) **Transfers Free of Charge**: Transfers of Perpetual Securities and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon (i) payment by the Perpetual Securityholder of any stamp, duty, tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or prefunding as the Registrar or the relevant Transfer Agent (as the case may be) may require); (ii) the Registrar or the relevant Transfer Agent (as the case may be) being satisfied in its absolute discretion with the documents of title and identity of the person making the application; and (iii) as the Registrar or the relevant Transfer Agent (as the case may be) being satisfied in its absolute discretion that the regulations concerning transfer of the Securities have been complied with.

(f) **Closed Periods**: No Perpetual Securityholder may require the transfer of a Registered Perpetual Security to be registered (i) during the period of 15 days prior to any date on which Perpetual Securities may be called for redemption by the Issuer at its option pursuant to Condition 5(b), (ii) after any such Perpetual Security has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 6(b)(ii)).

3 Status

(a) **Senior Perpetual Securities**: This Condition 3(a) applies to Perpetual Securities that are Senior Perpetual Securities (being the Perpetual Securities that specify their status as senior in the applicable Pricing Supplement).

The Senior Perpetual Securities and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without

any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.

(b) **Subordinated Perpetual Securities**: This Condition 3(b) applies to Perpetual Securities that are Subordinated Perpetual Securities (being the Perpetual Securities that specify their status as subordinated in the applicable Pricing Supplement).

(i) Status of Subordinated Perpetual Securities

The Subordinated Perpetual Securities and Coupons relating to them constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu*, without any preference or priority among themselves, and *pari passu* with any Parity Obligations of LREIT. The rights and claims of the Perpetual Securityholders and Couponholders in respect of the Subordinated Perpetual Securities are subordinated as provided in this Condition 3(b).

In these Conditions, "**Parity Obligation**" means:

(i) any instrument or security (including without limitation any preference units in LREIT) issued, or entered into or guaranteed by the LREIT Trustee on behalf of LREIT (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with a Notional Preferred Unit (as defined below) and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the LREIT Trustee and/or, in the case of an instrument or security guaranteed by the LREIT Trustee, the issuer thereof; or

(ii) as otherwise specified in the applicable Pricing Supplement.

(ii) Ranking of claims on winding-up

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of LREIT, there shall be payable by the Issuer in respect of each Perpetual Security (in lieu of any other payment by the Issuer), such amount, if any, as would have been payable to such Perpetual Securityholder if, on the day prior to the commencement of the winding-up of LREIT, and thereafter, such Perpetual Securityholder were the holder of one of a class of preferred units in the capital of LREIT (and if more than one class of preferred units is outstanding, the most junior ranking class of such preferred units) (the "**Notional Preferred Units**" and each, a "**Notional Preferred Unit**") having an equal right to return of assets in the winding-up of LREIT and so ranking *pari passu* with the holders of that class or classes of preferred units (if any) which have a preferential right to return of assets in the winding-up of LREIT, and so rank ahead of the holders of Junior Obligations (as defined in Condition 4(IV)(a)), but junior to the claims of all other present and future creditors of LREIT (other than Parity Obligations), on the assumption that the amount that such Perpetual Securityholder was entitled to receive in respect of each Notional Preferred Unit on a return of assets in such winding-up was an amount equal to the principal amount (and any applicable premium outstanding) of the relevant Perpetual Security together with distributions (including any Arrears of Distribution and Additional Distribution Amounts) accrued and unpaid since the immediately preceding Distribution Payment Date or the Issue Date (as the case may be) and any unpaid Optional Distributions (as defined in Condition 4(IV)(c)) in respect of which the Issuer has given notice to the Perpetual Securityholders in accordance with these Conditions.

In these Conditions, "**winding-up**" means bankruptcy, termination, winding-up, liquidation, receivership or similar proceedings in respect of LREIT.

(iii) No set-off

Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them, and each holder of

Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of the winding-up or administration of LREIT, the liquidator or, as appropriate, administrator of LREIT) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of LREIT) and accordingly any such discharge shall be deemed not to have taken place.

4 Distribution and other Calculations

(I) Distribution on Fixed Rate Perpetual Securities

(a) Distribution Rate and Accrual

Each Fixed Rate Perpetual Security confers a right to receive distribution on its Calculation Amount (as defined in Condition 4(II)(c)) from the Distribution Commencement Date in respect thereof and as shown on the face of such Perpetual Security at the rate per annum (expressed as a percentage) equal to the Distribution Rate shown on the face of such Perpetual Security payable in arrear on each Distribution Payment Date or Distribution Payment Dates shown on the face of such Perpetual Security in each year.

The first payment of distribution will be made on the Distribution Payment Date next following the Distribution Commencement Date (and if the Distribution Commencement Date is not a Distribution Payment Date, will amount to the Initial Broken Amount shown on the face of such Perpetual Security).

Distribution will cease to accrue on each Fixed Rate Perpetual Security from the due date for redemption thereof unless, upon due presentation thereof and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event distribution at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(I) to the Relevant Date (as defined in Condition 7).

(b) Distribution Rate

The Distribution Rate applicable to each Fixed Rate Perpetual Security shall be:

(i) (if no Reset Date is specified in the applicable Pricing Supplement),

(1) if no Step-Up Margin is specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security; or

(2) if a Step-Up Margin is specified in the applicable Pricing Supplement, (A) for the period from (and including) the Distribution Commencement Date to (but excluding) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (B) for the period from (and including) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security plus the Step-Up Margin (as specified in the applicable Pricing Supplement); and

(ii) (if a Reset Date is specified in the applicable Pricing Supplement), (1) for the period from (and including) the Distribution Commencement Date to (but excluding) the First Reset Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (2) for the period from (and including) the First Reset Date and each Reset Date (as shown in the applicable Pricing Supplement) falling thereafter to (but excluding) the immediately following Reset Date, the Reset Distribution Rate (as specified in the applicable Pricing Supplement).

(c) Calculation of Reset Distribution Rate

The Calculation Agent will, on the second business day prior to each Reset Date, calculate the applicable Reset Distribution Rate payable in respect of each Perpetual Security. The Calculation Agent will cause the applicable Reset Distribution Rate to be notified to the Issuing and Paying Agent, the Trustee, the Registrar and the Issuer as soon as possible after its determination but in no event later than the fourth business day thereafter. All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Issuing and Paying Agent, the other Paying Agents, the Registrar, the Transfer Agent and the Perpetual Securityholders and (except as provided in the Agency Agreement) no liability to any such person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(d) Publication of Relevant Reset Distribution Rate

The Issuer shall cause notice of the then applicable Reset Distribution Rate to be notified to the Perpetual Securityholders in accordance with Condition 14 as soon as possible after determination thereof.

(e) Calculations

In the case of a Fixed Rate Perpetual Security, distribution in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon. The amount of distribution payable per Calculation Amount in respect of any Perpetual Security shall be calculated by multiplying the product of the Distribution Rate and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security.

(II) Distribution on Floating Rate Perpetual Securities

(a) Distribution Payment Dates

Each Floating Rate Perpetual Security confers a right to receive distribution on its outstanding principal amount from and including the Distribution Commencement Date in respect thereof and as shown on the face of such Perpetual Security, and such distribution will be payable in arrear on each distribution payment date (each a "**Distribution Payment Date**") unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case distribution (save for distribution in respect of the final Distribution Period) will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Distribution Payment Date. Such Distribution Payment Date(s) is/are either shown hereon as Specified Distribution Payment Date(s) or, if no Specified Distribution Payment Date(s) is/are shown hereon, Distribution Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Distribution Period on the face of the Perpetual Security after the preceding Distribution Payment Date or, in the case of the first Distribution Payment Date, after the Distribution Commencement Date (and which corresponds numerically with such preceding Distribution Payment Date or the Distribution Commencement Date, as the case may be).

If any Distribution Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

The period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Payment Date and each successive period beginning on (and including) a Distribution Payment Date and ending on (but excluding) the next succeeding Distribution Payment Date is herein called a "**Distribution Period**".

Distribution will cease to accrue on each Floating Rate Perpetual Security from the due date for redemption thereof unless, upon due presentation of that Floating Rate Perpetual Security if it is a Bearer Perpetual Security or, in the case of a Registered Perpetual Security, the Certificate representing that Floating Rate Perpetual Security and subject to the provisions of the Trust Deed, payment of the Redemption Amount is improperly withheld or refused, in which event distribution will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(II) to the Relevant Date.

(b) **Distribution Rate for Floating Rate Perpetual Securities**: The Distribution Rate in respect of Floating Rate Perpetual Securities for each Distribution Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(i) ISDA Determination for Floating Rate Perpetual Securities

Where ISDA Determination is specified hereon as the manner in which the Distribution Rate is to be determined, the Distribution Rate for each Distribution Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (i), "**ISDA Rate**" for a Distribution Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) the Floating Rate Option is as specified hereon;

(B) if applicable, the Designated Maturity is a period specified hereon;

(C) if applicable, the relevant Reset Date is the first day of that Distribution Period unless otherwise specified hereon;

(D) if applicable, the Overnight Rate Compounding Method and the applicable number of Business Days for Lookback, Observation Period Shift, or Lockout as specified hereon; and

(E) if "2021 ISDA Definitions" is specified hereon as the applicable ISDA Definitions:

(1) Administrator/Benchmark Event shall be disapplied; and

(2) if the Temporary Non-Publication Fallback for any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback — Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback — Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback — Previous Day's Rate".

For the purposes of this sub-paragraph (i), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Overnight Rate Compounding Method**", "**Lookback**", "**Observation Period Shift**", "**Lockout**", "**Reset Date**", "**Swap Transaction**", "**Administrator/Benchmark Event**" and "**Temporary Non-Publication Fallback**" have the meanings given to those terms in the ISDA Definitions.

(ii) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is not specified as being SOFR Benchmark or SORA Benchmark

(A) Where Screen Rate Determination is specified hereon as the manner in which the Distribution Rate is to be determined, the Distribution Rate for each Distribution Period will, subject as provided below, be either:

(I) the offered quotation; or

(II) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (Brussels time in the case of EURIBOR or Hong Kong time in the case of HIBOR) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. (in the case of CNH HIBOR) on the Distribution Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Perpetual Securities is specified hereon as being other than EURIBOR, HIBOR or CNH HIBOR, the Distribution Rate in respect of such Perpetual Securities will be determined in accordance with the applicable Pricing Supplement;

(B) If the Relevant Screen Page is not available or if, sub-paragraph (A)(I) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (A)(II) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer (or an independent adviser appointed by it) shall request, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is HIBOR or CNH HIBOR, the principal Hong Kong office of each of the Reference Banks, to provide the Issuer (or an independent adviser appointed by it) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m., on the Distribution Determination Date in question and notify such rates to the Calculation Agent. If two or more of the Reference Banks provide the Issuer (or an independent adviser appointed by it) with such offered quotations, the Distribution Rate for such Distribution Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(C) If sub-paragraph (B) above applies and the Issuer determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Distribution Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Issuer (or an independent adviser appointed by it) by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified

that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m., on the relevant Distribution Determination Date, deposits in the Relevant Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is HIBOR or CNH HIBOR, the Hong Kong inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Issuer (or an independent adviser appointed by it) with such offered rates, the offered rate for deposits in the Relevant Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Relevant Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is CNH HIBOR, at approximately 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m., on the relevant Distribution Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer (or an independent adviser appointed by it) it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is HIBOR or CNH HIBOR, the Hong Kong inter-bank market, as the case may be, *provided that*, if the Distribution Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Distribution Rate shall be determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum or Minimum Distribution Rate is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Period, in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Period).

(iii) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being SOFR Benchmark

Where Screen Rate Determination is specified hereon as the manner in which the Distribution Rate is to be determined where the Reference Rate is SOFR Benchmark, the Distribution Rate for each Distribution Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus the Margin (if any) in accordance with Condition 4(III)(a), all as determined by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the relevant Distribution Determination Date.

The "**SOFR Benchmark**" will be determined based on Compounded Daily SOFR or SOFR Index, as follows (subject in each case to Condition 4(V)):

(x) If Compounded Daily SOFR ("**Compounded Daily SOFR**") is specified hereon as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Distribution Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Distribution Period (where SOFR Lookback is specified as applicable hereon to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable hereon to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) in accordance with one of the formulas referenced below depending upon which is specified as applicable in the applicable Pricing Supplement:

(I) SOFR Lookback:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_{i\,-\times USBD}\ \times\ n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**d**" means the number of calendar days in the relevant Distribution Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant Distribution Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Distribution Period (each a "**U.S. Government Securities Business Day(i)**");

"**Lookback Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i); and

"**$SOFR_{i\text{-}xUSBD}$**" for any U.S. Government Securities Business Day(i) in the relevant Distribution Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i).

(II) SOFR Observation Shift:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i\ \times\ n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**d**" means the number of calendar days in the relevant SOFR Observation Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a "**U.S. Government Securities Business Day(i)**");

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i);

"**$SOFR_i$**" for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

"**SOFR Observation Period**" means, in respect of a Distribution Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Distribution Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Distribution Period Date for such Distribution Period; and

"**SOFR Observation Shift Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement).

(III) SOFR Payment Delay:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**d**" means the number of calendar days in the relevant Distribution Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant Distribution Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Distribution Period (each a "**U.S. Government Securities Business Day(i)**");

"**Distribution Payment Date**", if this Condition 4(II)(b)(iii)(x)(III) applies, shall be the number of Distribution Payment Delay Days following each Distribution Period Date; provided that the Distribution Payment Date with respect to the final Distribution Period will be the relevant redemption date;

"**Distribution Payment Delay Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day; and

"**$SOFR_i$**" for any U.S. Government Securities Business Day(i) in the relevant Distribution Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i).

For the purposes of calculating Compounded Daily SOFR with respect to the final Distribution Period where SOFR Payment Delay is specified hereon, the SOFR reference rate for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the relevant redemption date shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(IV) SOFR Lockout:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**$SOFR_i$**" for any U.S. Government Securities Business Day(i) in the relevant Distribution Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i), except that the SOFR for any U.S. Government Securities Business Day(i) in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Distribution Period Date for such Distribution Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

"**d**" means the number of calendar days in the relevant Distribution Period;

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant Distribution Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Distribution Period (each a "**U.S. Government Securities Business Day(i)**"); and

"**n_i**", for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day.

The following defined terms shall have the meanings set out below for purpose of this Condition 4(II)(b)(iii)(x):

"**Bloomberg Screen SOFRRATE Page**" means the Bloomberg screen designated "SOFRRATE" or any successor page or service;

"**Reuters Page USDSOFR=**" means the Reuters page designated "USDSOFR=" or any successor page or service;

"**SOFR**" means, in respect of a U.S. Government Securities Business Day, the reference rate determined by the Calculation Agent in accordance with the following provision:

(a) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator's Website;

(b) if the reference rate specified in (a) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator's Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; or

(c) if the reference rate specified in (a) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(V)(b) shall apply as specified hereon;

"**SOFR Rate Cut-Off Date**" means the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the end of the relevant Distribution Period, the relevant redemption date; and

"**SOFR Determination Time**" means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

(y) If SOFR Index ("**SOFR Index**") is specified as applicable hereon, the SOFR Benchmark for each Distribution Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) as follows:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1\right) \times \left(\frac{360}{d_c}\right)$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

"**SOFR Index**" means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator's Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

(a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not

occurred, the "SOFR Index" shall be calculated on any Distribution Determination Date with respect to a Distribution Period, in accordance with the Compounded Daily SOFR formula described above in Condition 4(II)(b)(iii)(x)(II) "SOFR Observation Shift", and the term "**SOFR Observation Shift Days**" shall mean five U.S. Government Securities Business Days; or

(b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(V)(b) shall apply;

"**SOFR Index$_{End}$**" means, in respect of a Distribution Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the Distribution Period Date for such Distribution Period;

"**SOFR Index$_{Start}$**" means, in respect of a Distribution Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the first day of such Distribution Period;

"**SOFR Index Determination Time**" means, in respect of a U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

"**SOFR Observation Period**" means, in respect of a Distribution Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Distribution Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Distribution Period Date for such Distribution Period;

"**SOFR Observation Shift Days**" means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement); and

"**d_c**" means the number of calendar days in the applicable SOFR Observation Period.

The following defined terms shall have the meanings set out below for purpose of this Condition 4(II)(b)(iii)(y):

"**Distribution Determination Date**" means, with respect to a Distribution Rate and Distribution Period, the date specified as such hereon or, if none is so specified, where SOFR Benchmark is specified hereon as the Reference Rate and where SOFR Observation Shift is specified in the applicable Pricing Supplement to determine Compounded Daily SOFR or where SOFR Index is specified as applicable hereon, the fifth U.S. Government Securities Business Day prior to the last day of each Distribution Period;

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source;

"**SOFR Benchmark Replacement Date**" means the date of occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark;

"**SOFR Benchmark Transition Event**" means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(iv) Screen Rate Determination for Floating Rate Perpetual Securities where the Reference Rate is specified as being SORA Benchmark ("**SORA Perpetual Securities**")

For each Floating Rate Perpetual Security where the Reference Rate is specified as being SORA Benchmark, the Distribution Rate for each Distribution Period will, subject as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any) in accordance with Condition 4(III)(a), all as determined by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the relevant Distribution Determination Date.

The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index, as follows (subject in each case to Condition 4(V)(c)):

(x) If Compounded Daily SORA is specified in the applicable Pricing Supplement as the manner in which the SORA Benchmark will be determined, the SORA Benchmark for each Distribution Period will, subject as provided below, be Compounded Daily SORA (as defined below):

(I) where "Lockout" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during such Distribution Period (with the reference rate for the calculation of Distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SORA}_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"$\mathbf{d_o}$", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period (each a "**Singapore Business Day "*i*"**");

"**Distribution Determination Date**" means the Singapore Business Day immediately following the SORA Rate Cut-off Date;

"$\mathbf{n}_i$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*";

"$\mathbf{SORA}_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Distribution Period:

(a) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(b) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "$\mathbf{Suspension\ Period\ SORA}_i$") (such first day of the Suspension Period coinciding with the SORA Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period $SORA_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Rate Cut-Off Date**" means, with respect to a Distribution Rate and Distribution Period, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"**SORA Reset Date**" means, in relation to any Distribution Period, each Singapore Business Day during such Distribution Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Distribution Period; and

"**Suspension Period**" means, in relation to any Distribution Period, the period from (and including) the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable) or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the SORA Rate Cut-Off Date) to (but excluding) the Distribution Payment Date of such Distribution Period.

(II) where "Lookback" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the

Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of Distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{SORA}_{i-p\ SBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"$\mathbf{d_o}$", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period (each a "**Singapore Business Day "*i*"**");

"**Distribution Determination Date**" means, with respect to a Distribution Rate and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"$\mathbf{n_i}$", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Distribution Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"***p***" means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "Relevant Screen Page") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"**$SORA_{i-pSBD}$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Distribution Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "*p*" Singapore Business Days prior to the relevant Singapore Business Day "*i*".

(III) where "Backward Shifted Observation Period" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of Distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SORA}_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Observation Period;

"**d_o**", for any Distribution Period, is the number of Singapore Business Days in the relevant Observation Period;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period (each a "**Singapore Business Day "*i*"**");

"**Distribution Determination Date**" means, with respect to a Distribution Rate and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Distribution Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"***p***" means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*"; and

"**SORA**$_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

(IV) where "SORA Payment Delay" is specified as the Observation Method in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during such Distribution Period (with the reference rate for the calculation of Distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\mathrm{SORA}_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"**d$_o$**", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"***i***", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period (each a "**Singapore Business Day "*i*"**");

"**Distribution Determination Date**" means, with respect to a Distribution Rate and Distribution Period, the date falling one Singapore Business Day after the end of each Distribution Period, provided that the Distribution Determination Date with respect to the final Distribution Period will be the date falling one Singapore Business Day after the SORA Rate Cut-Off Date;

"**n$_i$**", for any Singapore Business Day "*i*", is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "*i*", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "*i*";

"**SORA**$_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Distribution Period, the reference rate equal to SORA in respect of that Singapore Business Day; and

"**SORA Rate Cut-Off Date**" means the date that is five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the relevant redemption date.

For the purposes of calculating Compounded Daily SORA with respect to the final Distribution Period ending on the redemption date where SORA Payment Delay is specified hereon, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the relevant redemption date shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(y) For each Floating Rate Perpetual Security where the Reference Rate is specified as being SORA Benchmark and determined based on SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Distribution Period shall be equal to the value of the SORA rates for each day during the relevant Distribution Period as calculated by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the relevant Distribution Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

"**d$_c$**" means the number of calendar days from (and including) the SORA Index$_{Start}$ to (but excluding) the SORA Index$_{End}$;

"**Singapore Business Day**" means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially

designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(I) if a SORA Index Cessation Event has not occurred, the "SORA Index Average" shall be calculated on any Distribution Determination Date with respect to a Distribution Period, in accordance with the Compounded Daily SORA formula described above in Condition 4(II)(b)(iv)(x)(III), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Distribution Period that is used in the definition of SORA IndexStart as specified in the applicable Pricing Supplement; or

(II) if a SORA Index Cessation Event has occurred, the provisions set forth in Condition 4(V)(c) shall apply;

"**SORA Index$_{End}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Distribution Period End Date relating to such Distribution Period;

"**SORA Index$_{Start}$**" means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Distribution Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(z) **Temporary Unavailability of SORA**

(I) If, subject to Condition 4(V)(c), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day "*i*", SORA in respect of such Singapore Business Day "*i*" has not been published and a Benchmark Event has not occurred, then SORA for that Singapore Business Day "*i*" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

(II) In the event that the Distribution Rate cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement), subject to Condition 4(V)(c), the Distribution Rate shall be:

(a) that determined as at the last preceding Distribution Determination Date or, as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Period); or

(b) if there is no such preceding Distribution Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Distribution Rate which would have been applicable to such Series of SORA Perpetual

Securities for the first Distribution Period had the SORA Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin and any Maximum Distribution Rate or Minimum Distribution Rate applicable to the first Distribution Period).

(III) If the relevant Series of SORA Perpetual Securities become due and payable in accordance with Condition 9, the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the relevant SORA Benchmark formula) and the Distribution Rate on such SORA Perpetual Securities shall, for so long as any such SORA Perpetual Security remains outstanding, be that determined on such date.

(v) On the last day of each Distribution Period, the Issuer will pay distribution on each Floating Rate Perpetual Security to which such Distribution Period relates at the Distribution Rate for such Distribution Period, unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case distribution (save for distribution in respect of the final Distribution Period) will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Distribution Payment Date.

(vi) If the Reference Rate from time to time in respect of Floating Rate Perpetual Securities is specified in the applicable Pricing Supplement as being other than EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark or SORA Benchmark, the Distribution Rate in respect of such Perpetual Securities will be determined as provided in the applicable Pricing Supplement.

(vii) For the avoidance of doubt, in the event that the Distribution Rate in relation to any Distribution Period is less than zero, the Distribution Rate in relation to such Distribution Period shall be equal to zero.

(c) Definitions

As used in these Conditions:

"**Benchmark**" means the rate specified as such in the applicable Pricing Supplement;

"**business day**" means:

(i) in the case of Perpetual Securities denominated in Singapore dollars, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets are open for business in Singapore;

(ii) in the case of Perpetual Securities denominated in Euro, a day on which the T2 is operating (a "**TARGET Business Day**");

(iii) in the case of Perpetual Securities denominated in Renminbi, (A) if cleared though Euroclear and Clearstream Luxembourg, a day (other than a Saturday or Sunday or gazetted public holiday) on which commercial banks and foreign exchange markets settle payments in Hong Kong or such other location outside the PRC as may have been agreed between the Issuer and the Issuing and Paying Agent prior to the issue of the Perpetual Securities and specified in the applicable Pricing Supplement and (B) if cleared through CDP, a day other than a Saturday or Sunday or gazetted public holiday on which banks and foreign exchange markets are open for business in Singapore; and

(iv) in the case of Perpetual Securities denominated in a currency other than Singapore dollars, Euro or Renminbi, a day (other than a Saturday, Sunday or gazetted public holiday) on

which commercial banks and foreign exchange markets are open for business in the principal financial centre for that currency;

"**Calculation Amount**" means the amount specified as such in the applicable Pricing Supplement, or if no such amount is so specified, the Denomination Amount of such Perpetual Security as shown on the face thereof;

"**Day Count Fraction**" means, in respect of the calculation of an amount of distribution on any Perpetual Security for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting a Distribution Period, the "Calculation Period"):

(i) if "**Actual/Actual**" or "**Actual/Actual — ISDA**" is specified in the applicable Pricing Supplement, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Pricing Supplement, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Pricing Supplement, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

(vi) if "**30E/360 (ISDA)**" is specified in the applicable Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360\ x\ (Y_2 - Y_1)] + [30\ x\ (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D2 will be 30; and

(vii) if "**Actual/Actual — ICMA**" is specified in the applicable Pricing Supplement,

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"**Determination Date**" means the date(s) specified as such in the applicable Pricing Supplement or, if none is so specified, the Distribution Payment Date(s); and

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date;

"**Distribution Commencement Date**" means the Issue Date or such other date as may be specified as the Distribution Commencement Date on the face of such Perpetual Security;

"**Distribution Determination Date**" means, in respect of any Distribution Period, that number of business days prior thereto as is set out in the applicable Pricing Supplement or on the face of the relevant Perpetual Security or, if none is so specified:

(i) the first day of such Distribution Period if the Specified Currency is Renminbi;

(ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Distribution Period if the Specified Currency is neither Renminbi nor euro;

(iii) the day falling two TARGET Business Days prior to the first day of such Distribution Period if the Specified Currency is euro;

(iv) (where SOFR Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) (A) (where "SOFR Lockout" is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the SOFR Rate Cut-Off Date and (B) (in all other circumstances) the fifth U.S. Government Securities Business Day (or as otherwise specified in the applicable Pricing Supplement) prior to the last day of each Distribution Period; or

(v) (where SORA Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) the meaning given to it in Conditions 4(II)(b)(iv)(x)(I), 4(II)(b)(iv)(x)(II), 4(II)(b)(iv)(x)(III) or 4(II)(b)(iv)(x)(IV), as applicable;

"**Distribution Period Date**" means each Distribution Payment Date unless otherwise specified hereon;

"**Distribution Rate**" means the distribution rate payable from time to time in respect of this Perpetual Security and that is either specified or calculated in accordance with the provisions hereon;

"**Euro**" means the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community, as amended from time to time;

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

"**ISDA Definitions**" means (i) if "2006 ISDA Definitions" is specified in the applicable Pricing Supplement, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), as amended and updated as at the Issue Date of the first Tranche of the Perpetual Securities; or (ii) if "2021 ISDA Definitions" is specified in the applicable Pricing Supplement, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as published by ISDA as at the Issue Date of the first Tranche of the Perpetual Securities, unless otherwise specified in the applicable Pricing Supplement, provided that (i) references to a "Confirmation" in the ISDA Definitions should instead be read as references to the Perpetual Securities; and (ii) references to a "Calculation Period" in the ISDA Definitions should instead be read as references to a Distribution Period;

"**LREIT Manager**" means Lendlease Global Commercial Trust Management Pte. Ltd., as manager of LREIT;

"**LREIT Trust Deed**" means the deed of trust constituting LREIT dated 28 January 2019, as amended and supplemented by a supplemental deed of retirement and appointment of trustee dated 20 May 2022 entered into between, *inter alios*, the LREIT Manager and the LREIT Trustee, as may be further amended, varied, supplemented or restated from time to time;

"**Offshore Renminbi Centre**" means the offshore Renminbi centre(s) specified as such in the applicable Pricing Supplement;

"**Reference Banks**" means the institutions specified in the applicable Pricing Supplement or, if none, three major banks selected by the Issuer in the interbank market that is most closely connected with the Benchmark;

"**Reference Rate**" means the rate specified as such hereon;

"**Relevant Currency**" means the currency specified as such hereon or, if none is specified, the currency in which the Perpetual Securities are denominated;

"**Relevant Financial Centre**" means, in the case of distribution to be determined on a Distribution Determination Date with respect to any Floating Rate Perpetual Security, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Bloomberg agency and Reuters) as may be specified hereon for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark;

"**Relevant Time**" means, with respect to any Distribution Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the inter-bank market in the Relevant Financial Centre;

"**Renminbi**" means the lawful currency for the time being of the People's Republic of China;

"**Singapore dollars**" means the lawful currency for the time being of the Republic of Singapore; and

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system.

(III) Calculations

(a) Margin, Maximum/Minimum Distribution Rates and Rounding

(i) If any Margin is specified hereon (either (A) generally, or (B) in relation to one or more Distribution Periods), an adjustment shall be made to all Distribution Rates, in the case of (A), or the Distribution Rates for the specified Distribution Periods, in the case of (B), calculated in accordance with Condition 4(II) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.

(ii) If any Maximum Distribution Rate or Minimum Distribution Rate is specified hereon, then any Distribution Rate shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (A) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (B) all figures shall be rounded to seven significant figures (with halves being rounded up) and (C) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country or countries of such currency.

(b) Determination of Distribution Rate and Calculation of Distribution Amounts

The Calculation Agent will, as soon as reasonably practicable after the Relevant Time on each Distribution Determination Date determine the Distribution Rate and calculate the amount of distribution payable (the "**Distribution Amounts**") in respect of each Calculation Amount of the relevant Floating Rate Perpetual Securities for the relevant Distribution Period. The amount of distribution payable per Calculation Amount in respect of any Floating Rate Perpetual Security shall be calculated by multiplying the product of the Distribution Rate and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(c) Notification

The Calculation Agent will cause the Distribution Rate and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to the Issuing and Paying Agent, the Trustee and/or the Issuer as soon as possible after their determination but in no event later than the fourth business day thereafter. In the case of Floating Rate Perpetual Securities, if so required by the Issuer, the Calculation Agent will also cause the Distribution Rate and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to Perpetual Securityholders in accordance with Condition 14 as soon as possible after their determination. The Distribution Amounts and the Distribution Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Distribution Period by reason of any Distribution Payment Date not being a business day. If an Enforcement Event occurs in relation to the Floating Rate Perpetual Securities, the Distribution Rate and Distribution Amounts payable in respect of the Floating Rate Perpetual Securities shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Distribution Rate and Distribution Amounts need to be made unless the Trustee requires otherwise.

(d) Calculation Agent and Reference Banks

The Issuer will procure that, so long as any Floating Rate Perpetual Security remains outstanding (as defined in the Trust Deed), there shall at all times be three Reference Banks (or such other

number as may be required) and, so long as any Floating Rate Perpetual Security remains outstanding, there shall at all times be a Calculation Agent. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank or the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Distribution Rate for any Distribution Period or to calculate the Distribution Amounts, the Issuer will appoint another bank with an office in the Relevant Financial Centre to act as such in its place. The Calculation Agent may not resign from its duties without a successor having been appointed as aforesaid.

(IV) Distribution Discretion

(a) Distribution Deferral

If Distribution Deferral is set out hereon, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Deferral Election Notice**") to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14) not more than 20 nor less than five business days (or such other notice period as may be specified hereon) prior to a scheduled Distribution Payment Date.

If Dividend Pusher is set out hereon, the Issuer may not elect to defer any distribution if during the Reference Period (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, any of the following have occurred:

(i) a dividend, distribution or other payment has been declared or paid on or in respect of any Junior Obligations or, in the case of Subordinated Perpetual Securities only, (except on a pro rata basis) Parity Obligations; or

(ii) any Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in the case of Subordinated Perpetual Securities only, (except on a pro rata basis) Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration; and/or

(iii) as otherwise specified in the applicable Pricing Supplement,

in each case, other than (1) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group (as defined in the Trust Deed) or (2) as a result of the exchange or conversion of Parity Obligations for Junior Obligations and/or as otherwise specified in the applicable Pricing Supplement (a "**Compulsory Distribution Payment Event**").

In these Conditions, "**Junior Obligation**" means (1) any class of equity capital in LREIT and any instrument or security issued, entered into or guaranteed by the LREIT Trustee on behalf of LREIT, other than any instrument or security (including without limitation any preferred units) ranking in priority in payment and in all other respects to the ordinary units of LREIT and (2) any instrument or security specified in the applicable Pricing Supplement.

Each Deferral Election Notice shall be accompanied, in the case of the notice to the Trustee and the Issuing and Paying Agent, by a certificate signed by a director or a duly authorised officer of the LREIT Manager or such successor manager of LREIT to be procured by the LREIT Trustee confirming that no Compulsory Distribution Payment Event has occurred. Any such certificate shall be conclusive evidence that no Compulsory Distribution Payment Event has occurred and the Trustee and the Issuing and Paying Agent shall be entitled to rely without any obligation to verify the same and without liability to any Perpetual Securityholder or any other person on any Deferral Election Notice or any certificate as aforementioned. Each Deferral Election Notice shall be conclusive and binding on the Perpetual Securityholders.

(b) No Obligation to Pay

If Distribution Deferral is set out hereon and subject to Condition 4(IV)(c) and Condition 4(IV)(d), the Issuer shall have no obligation to pay any distribution on any Distribution Payment

Date and any failure to pay a distribution in whole or in part shall not constitute a default of the Issuer in respect of the Perpetual Securities.

(c) Non-Cumulative Deferral and Cumulative Deferral

(i) If Non-Cumulative Deferral is set out hereon, any distribution deferred pursuant to this Condition 4(IV) is non-cumulative and will not accrue interest. The Issuer is not under any obligation to pay that or any other distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid ("**Optional Distribution**") (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e). There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to this Condition 4(IV).

Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a pro rata basis.

(ii) If Cumulative Deferral is set out hereon, any distribution deferred pursuant to this Condition 4(IV) shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a)) further defer any Arrears of Distribution by complying with the foregoing notice requirement applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to this Condition 4(IV) except that this Condition 4(IV)(c) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

(iii) If Additional Distribution is set out hereon, each amount of Arrears of Distribution shall bear interest as if it constituted the principal of the Perpetual Securities at the Distribution Rate and the amount of such interest (the "**Additional Distribution Amount**") with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 4 and shall be calculated by applying the applicable Distribution Rate to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition 4. The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

(d) Restrictions in the case of Non-Payment

If Dividend Stopper is set out hereon and on any Distribution Payment Date, payments of all distribution scheduled to be made on such date are not made in full by reason of this Condition 4(IV), the Issuer shall not and the LREIT Trustee shall procure that none of LREIT's Subsidiaries shall:

(i) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any Junior Obligations or, in the case of Subordinated Perpetual Securities only, (except on a pro rata basis) Parity Obligations; or

(ii) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any Junior Obligations or, in the case of Subordinated Perpetual Securities only, (except on a pro rata basis) Parity Obligations,

in each case other than (1) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group or (2) as a result of

the exchange or conversion of Parity Obligations for Junior Obligations, unless and until (A) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (B) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (C) the Issuer is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Perpetual Securityholders and/or as otherwise specified in the applicable Pricing Supplement.

In these Conditions, "**Subsidiary**" means in relation to any company or corporation, any company or corporation:

(i) which is controlled, directly or indirectly, by the first mentioned company or corporation; or

(ii) more than half of the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(iii) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

(e) Satisfaction of Optional Distribution or Arrears of Distribution

The Issuer:

(i) may, at its sole discretion, satisfy an Optional Distribution or Arrears of Distribution, as the case may be (in whole or in part) at any time by giving notice of such election to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14) not more than 20 nor less than 10 business days (or such other notice period as may be specified hereon) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Optional Distribution or Arrears of Distribution on the payment date specified in such notice); and

(ii) in any event shall satisfy any outstanding Arrears of Distribution (in whole but not in part) on the earliest of:

(A) the date of redemption of the Perpetual Securities in accordance with the redemption events set out in Condition 5 (as applicable);

(B) the next Distribution Payment Date on the occurrence of a breach of Condition 4(IV)(d) or (if Dividend Pusher is specified as being applicable in the applicable Pricing Supplement) the occurrence of a Compulsory Distribution Payment Event; and

(C) the date such amount becomes due under Condition 9 or on a winding-up of the Issuer.

Any partial payment of an Optional Distribution or Arrears of Distribution, as the case may be, by the Issuer shall be shared by the Perpetual Securityholders of all outstanding Perpetual Securities on a pro-rata basis.

(f) No Default

Notwithstanding any other provision in these Conditions, the non-payment of any distribution payment in accordance with this Condition 4(IV) shall not constitute a default for any purpose

(including, without limitation, pursuant to Condition 9) on the part of the Issuer under the Perpetual Securities.

For the avoidance of doubt, nothing in this Condition 4(IV) shall restrict the payment of any fees to any party by way of issuance of units or payment of cash by LREIT.

(V) Benchmark Discontinuation

(a) Benchmark Discontinuation (General)

Where the applicable Pricing Supplement specifies this Condition 4(V)(a) (Benchmark Discontinuation (General)) as applicable:

(i) Independent Adviser

Notwithstanding the provisions above in this Condition 4, if a Benchmark Event occurs in relation to an Original Reference Rate when any Distribution Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(V)(a)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 4(V)(a)(iii)) and any Benchmark Amendments (in accordance with Condition 4(V)(a)(iv)). In making such determination, the Independent Adviser appointed pursuant to this Condition 4(V)(a) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Trustee, the Issuing and Paying Agent, the Perpetual Securityholders or the Couponholders for any determination made by it, pursuant to this Condition 4(V)(a)(i).

If (aa) the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours; or (bb) the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Rate prior to the date which is 10 business days prior to the relevant Distribution Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which, an Alternative Rate in accordance with this Condition 4(V)(a)(i) and, in either case, an Adjustment Spread if any (in accordance with Condition 4(V)(a)(iii)) and any Benchmark Amendments (in accordance with Condition 4(V)(a)(iv)), provided that if the Issuer is unable to or does not determine a Successor Rate or Alternative Rate prior to the date which is five business days prior to the relevant Distribution Determination Date, the Distribution Rate applicable to the next succeeding Distribution Period shall be equal to the Distribution Rate last determined in relation to the Perpetual Securities in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Distribution Rate shall be the initial Distribution Rate. Where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Period. For the avoidance of doubt, the proviso in this Condition 4(V)(a)(i) shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustment as provided in this Condition 4(V)(a).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) (as the case may be) determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(V)(a)(iii)) subsequently be used in place of the Original

Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the operation of this Condition 4(V)(a)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(V)(a)(iii)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the operation of this Condition 4(V)(a)).

(iii) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as applicable).

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4(V)(a) and the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) (as the case may be) determines:

(A) that amendments to these Conditions, the Trust Deed and/ or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**"); and

(B) the terms of the Benchmark Amendments,

then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(V)(a)(v) without any requirement for the consent or approval of the Perpetual Securityholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager pursuant to Condition 4(V)(a)(v), the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Perpetual Securityholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), provided that the Trustee and the Agents shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to it in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed) in any way.

For the avoidance of doubt, the Trustee and the Agents shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency

Agreement and/or these Conditions as may be required in order to give effect to this Condition. The Perpetual Securityholders' consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable) or such other changes, including the execution of any documents or any steps by the Trustee and/or any of the Agents (if required). Further, none of the Trustee, the Calculation Agent(s), the Paying Agents, the Registrar or the Transfer Agents shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(V)(a)(iv), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Securities are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4(V)(a) will be notified promptly and at least five business days prior to the relevant Distribution Determination Date by the Issuer to the Trustee, the Paying Agents, the Calculation Agent(s) (if applicable) and, in accordance with Condition 14, the Perpetual Securityholders. Such notice shall be irrevocable and shall specify the effective date for such Successor Rate, such Alternative Rate (as the case may be), any related Adjustment Spread and the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager:

(A) confirming: (x) that a Benchmark Event has occurred, (y) the Successor Rate or, as the case may be, the Alternative Rate, and (z) where applicable, any Adjustment Spread, and/or (xx) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(V)(a); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof and to accept the same without verification or investigation. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent(s), the Issuing and Paying Agent and the Perpetual Securityholders. The Trustee shall be protected and shall have no liability to any Securityholder or any other person for so accepting and relying on any such certificate and opinion.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(V)(a)(i), 4(V)(a)(ii), 4(V)(a)(iii) and 4(V)(a)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 4(V)(a)(iii) will continue to apply unless and until the Trustee, the Issuing and Paying Agent and the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(V)(a)(v).

(vii) Definitions

As used in this Condition 4(V)(a):

"**Adjustment Spread**" means either (i) a spread (which may be positive, negative or zero) or (ii) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(C) (if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) (as the case may be) determines that no such spread is customarily applied) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(D) (if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) determines that no such industry standard is recognised or acknowledged) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) (as the case may be) determines to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) determines in accordance with Condition 4(V)(a)(ii) has replaced the Original Reference Rate in customary market usage in the local or in international debt capital markets transactions for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities;

"**Benchmark Amendments**" has the meaning given to it in Condition 4(V)(a)(iv);

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or

(B) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or

(E) it has become unlawful for any Paying Agent, the Calculation Agent(s), the Issuer or any other party to calculate any payments due to be made to any Perpetual Securityholder using the Original Reference Rate,

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent(s) and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent(s) nor the Paying Agents shall have any responsibility for making such determination and shall have no obligation to monitor whether such an event has occurred;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own cost under Condition 4(V)(a)(i);

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Distribution Rate (or any component part thereof) on the Perpetual Securities;

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(x) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(y) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(z) a group of the aforementioned central banks or other supervisory authorities; or

(aa) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the rate that the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)(i)) (as the case may be) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(b) Benchmark Discontinuation (SOFR)

This Condition 4(V)(b) shall only apply to U.S. dollar-denominated Perpetual Securities where so specified hereon.

Where the applicable Pricing Supplement specifies this Condition 4(V)(b) (Benchmark Discontinuation (SOFR)) as applicable:

(i) Benchmark Replacement

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the-then current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Perpetual Securities in respect of all determinations on such date and for all determinations on all subsequent dates.

(ii) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time, and the Issuer shall deliver to the Trustee and the Agents a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager:

(A) confirming that (1) a Benchmark Event has occurred and (2) the Benchmark Replacement, in each case as determined in accordance with the provisions of this Condition 4(V)(b); and

(B) certifying that the Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement.

For the avoidance of doubt, the Trustee and the Agents shall, upon receipt of such certificate and (subject to the immediately succeeding paragraph) at the request of the Issuer and at the expense of the Issuer effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4(V)(b). Perpetual Securityholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee or any of the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable to the Issuer, the Perpetual Securityholders, the Couponholders or any other person for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

No such determination, decision or election shall be binding on the Trustee and the Agents and none of the Trustee and the Agents shall be obliged to concur in any consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4(V)(b) if in the opinion of the Trustee or the relevant Agent (as the case may be) it would impose more onerous obligations upon the Trustee or, as the case may be, the relevant Agent or expose the Trustee or, as the case may be, the relevant Agent to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or, as the case may be, the relevant Agent in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) (as the case may be) in any way.

(iii) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 4(V)(b), including any determination with respect to a tenor, rate

or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (i) will be conclusive and binding absent manifest error, (ii) will be made in the sole discretion of the Issuer or its designee, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Perpetual Securities, shall become effective without consent from the holders of the Perpetual Securities or any other party.

(iv) The following defined terms shall have the meanings set out below for purpose of this Condition 4(V)(b):

"**Benchmark**" means, initially, the relevant SOFR Benchmark specified hereon; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then "**Benchmark**" means the applicable Benchmark Replacement;

"**Benchmark Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(aa) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(bb) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(cc) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(aa) the sum of:

(1) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(2) the Benchmark Replacement Adjustment;

(bb) the sum of:

(1) the ISDA Fallback Rate; and

(2) the Benchmark Replacement Adjustment; or

(cc) the sum of:

(1) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Perpetual Securities at such time; and

(2) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(aa) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(bb) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(cc) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated Floating Rate Perpetual Securities at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of distribution, rounding of amounts or tenors, and other administrative matters) the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(aa) in the case of sub-paragraph (aa) or (bb) of the definition of "Benchmark Event", the later of:

(1) the date of the public statement or publication of information referenced therein; and

(2) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(bb) in the case of sub-paragraph (cc) of the definition of "Benchmark Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**designee**" means a designee as selected and separately appointed by the Issuer in writing;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Compounded Daily SOFR is specified as applicable hereon) or SOFR Index Determination Time (where SOFR Index is specified as applicable hereon), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(c) Benchmark Discontinuation (SORA)

This Condition 4(V)(c) shall only apply to Singapore dollar-denominated Perpetual Securities where so specified in the applicable Pricing Supplement.

Where the applicable Pricing Supplement specifies this Condition 4(V)(c) (Benchmark Discontinuation (SORA)) as applicable:

(i) Independent Adviser

Notwithstanding the provisions above in this Condition 4, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Distribution Determination Date when any Distribution Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4(V)(c)(ii)) and an Adjustment Spread, if any (in accordance with Condition 4(V)(c)(iii)), and any Benchmark Amendments (in accordance with Condition 4(V)(c)(iv)) by ten Singapore Business Days (as defined below) prior to the relevant Distribution Determination Date. An Independent Adviser appointed pursuant to this Condition 4(V)(c)(i) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Issuing and Paying Agent, the Perpetual Securityholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(V)(c)(i). For the purposes of this Condition 4(V)(c),

"**Singapore Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore.

If the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement by ten Singapore Business Days prior to the relevant Distribution Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 4(V)(c)(ii)) and an Adjustment Spread if any (in accordance with Condition 4(V)(c)(iii)) and any Benchmark Amendments (in accordance with Condition 4(V)(c)(iv)).

If the Issuer or the Independent Adviser appointed by it is unable to or does not determine the Benchmark Replacement by five Singapore Business Days prior to the relevant Distribution Determination Date, the Distribution Rate applicable to the next succeeding Distribution Period shall be equal to the Distribution Rate last determined in relation to the Perpetual Securities in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Distribution Rate shall be the initial Distribution Rate which would have been applicable to the Series of Perpetual Securities for the first Distribution Period had the Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date. Where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(V)(c)(i).

(ii) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) shall (subject to adjustment as provided in Condition 4(V)(c)(iii)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future distribution payments on the Perpetual Securities (subject to the operation of this Condition 4(V)(c)).

(iii) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines (1) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (2) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(iv) Benchmark Amendments

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines (1) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(V)(c)(v), without any requirement for the consent or approval of the Perpetual Securityholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent of a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager pursuant to Condition 4(V)(c)(v), the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall (at the request and direction of the Issuer and at the expense of the Issuer), without any requirement for the consent or approval of the Perpetual Securityholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending the Trust Deed and/or the Agency Agreement), and the Trustee, the Issuing and Paying Agent and (if applicable) the Calculation Agent shall not be liable to the Issuer, any Perpetual Securityholder or any other person for any consequences thereof, provided that the Trustee and the Agents shall not be obliged so to concur if in the opinion of the Trustee or the relevant Agent, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent in these Conditions, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

For the avoidance of doubt, the Trustee, the Issuing and Paying Agent, and (if applicable) the Calculation Agent shall, at the request of the Issuer and at the expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4(V)(c)(iv) provided that the Trustee and the Agents shall not be obliged to so effect such consequential amendments if in the opinion of the Trustee or the relevant Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee and the Agents in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) in any way. Perpetual Securityholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required).

In connection with any such variation in accordance with this Condition 4(V)(c)(iv), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Securities are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(V)(c) will be notified promptly and at least five Singapore Business Days prior to the relevant Distribution Determination Date by the Issuer to the Trustee, the Issuing and Paying Agent, the Calculation Agent and, in accordance with Condition 14, the Perpetual Securityholders. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and of the Benchmark Amendments, if any.

No later than notifying the Trustee, the Issuing and Paying Agent and the Calculation Agent of the same, the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager:

(A) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement and, (3) where applicable, any Adjustment Spread and/or the specific

terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(V)(c); and

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof and none of them shall be liable to the Issuer, the Perpetual Securityholders, the Couponholders or any other person for so doing. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Calculation Agent) the Calculation Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Issuing and Paying Agent, the Calculation Agent and the Perpetual Securityholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(V)(c)(i), 4(V)(c)(ii), 4(V)(c)(iii) and 4(V)(c)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 4(V)(c) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(V)(c)(v).

(vii) Definitions

As used in this Condition 4(V)(c):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Perpetual Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(aa) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(bb) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

(cc) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining distribution rates (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines in accordance with Condition 4(V)(c)(ii) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets transactions for the purposes of determining distribution rates (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities (including, but not limited to, Singapore Government Bonds);

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Distribution Period", timing and frequency of determining rates and making distribution payments, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Distribution Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines is reasonably necessary);

"**Benchmark Event**" means one or more of the following events:

(a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or

(b) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(d) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case, within the following six months; or

(e) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Perpetual Securityholder or Couponholder using the Original Reference Rate; or

(f) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event shall be deemed to occur:

(1) in the case of sub-paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;

(2) in the case of sub-paragraph (d) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and

(3) in the case of sub-paragraph (f) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

For the avoidance of doubt, none of the Trustee, the Issuing and Paying Agent and the Calculation Agent shall have any responsibility for monitoring or determining whether or not a Benchmark Event has occurred or may occur and none of them shall be liable to the Issuer, the Perpetual Securityholders, the Couponholders or any other person for not doing so.

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Distribution Determination Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be):

(aa) Identified SORA;

(bb) Compounded SORA;

(cc) the Successor Rate;

(dd) the ISDA Fallback Rate; and

(ee) the Alternative Rate

"**Compounded SORA**" means the compounded average of SORAs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrears with the selected mechanism to determine the distribution amount payable prior to the end of each Distribution Period) being established by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) in accordance with:

(aa) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Nominating Body for determining Compounded SORA;

provided that if, and to the extent that, the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(c)(i)) (as the case may be) determines that Compounded SORA cannot be determined in accordance with paragraph (a) above of this definition of "Compounded SORA", then:

(bb) the rate, or methodology for this rate, and conventions for this rate that have been selected by the Independent Adviser or the Issuer (in the circumstances set out in

Condition 4(V)(c)(i)) (as the case may be) giving due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated securities at such time.

Notwithstanding the foregoing, Compounded SORA will include a selected mechanism as specified in the applicable Pricing Supplement to determine the distribution amount payable prior to the end of each Distribution Period;

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been selected or recommended by the Relevant Nominating Body, or as determined by the Independent Adviser or the Issuer (in the circumstances set out in 4(V)(c)(i)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated securities;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(V)(c)(i);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (2) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means, initially, SORA or any component part thereof, provided that if a Benchmark Event has occurred with respect to SORA or the then-current Original Reference Rate, then "Original Reference Rate" means the applicable Benchmark Replacement;

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(bb) any working group or committee sponsored by, chaired or co- chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the

benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

"**SORA**" or "**Singapore Overnight Rate Average**" with respect to any Singapore Business Day means a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such Singapore Business Day; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor.

(VI) Notwithstanding any other provision herein, in no event shall any of the Trustee or the Agents (as defined in the Trust Deed) be responsible for exercising discretion in determining any substitute for SOFR or SORA or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, distribution determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Trustee and the Agents will be entitled to conclusively rely on any determinations made by the Issuer or its designee and will have no liability for such actions taken at the direction of the Issuer or its designee.

Any determination, decision or election that may be made by the Issuer or its designee in connection with a SOFR, SORA or other benchmark transition event or a benchmark replacement, including any determination with respect to a rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Issuer's or its designee's sole discretion, and, notwithstanding anything to the contrary in the transaction documents, will become effective without consent from any other party. None of the Trustee or the Agents will have any liability for any determination made by or on behalf of the Issuer or its designee in connection with a benchmark transition event or a SOFR, SORA or other benchmark replacement.

Notwithstanding any other provision herein, none of the Trustee or the Agents shall be required to determine what conforming changes will need to be made to the terms and conditions of the Perpetual Securities or documentation related thereto which reference SOFR or SORA. Such changes shall be determined by the Issuer or a designee appointed by the Issuer for such purpose.

5 Redemption and Purchase

(a) No Fixed Redemption Date

The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 and without prejudice to Condition 9) only have the right (but not the obligation) to redeem or purchase them in accordance with the following provisions of this Condition 5.

(b) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Perpetual Securityholders (or such other notice period as may be specified hereon) redeem all or, if so provided, some of the Perpetual Securities on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption.

All Perpetual Securities in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(b).

In the case of a partial redemption of the Perpetual Securities, (i) in the case of Perpetual Securities represented by definitive Perpetual Securities, the notice to Perpetual Securityholders shall also contain the certificate numbers of the Bearer Perpetual Securities or, in the case of Registered Perpetual Securities, shall specify the principal amount of Registered Perpetual Securities drawn and the holder(s) of such Registered Perpetual Securities, to be redeemed, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be agreed between the Issuer and the Trustee and (ii) in the case of Perpetual Securities represented by a Global Security or a Global Certificate, the Perpetual Securities to be redeemed will be selected in accordance with the rules of the relevant clearing systems, in each case subject to compliance with any applicable laws or other relevant authority requirements. So long as the Perpetual Securities are listed on any stock exchange, the Issuer shall comply with the rules of such stock exchange in relation to the publication of any redemption of such Perpetual Securities.

(c) Redemption for Taxation Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) and in writing to the Trustee and the Issuing and Paying Agent, at their Redemption Amount, (together with distribution (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

(i) the Issuer receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that:

(1) the Perpetual Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) of the Income Tax Act 1947 of Singapore ("**ITA**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; and/or

(2) the distributions (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable on indebtedness and/or will not enjoy the tax concessions and exemptions available for "qualifying debt securities" under the ITA; or

(ii) the Issuer satisfies the Trustee immediately prior to the giving of such notice that (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax as defined in Condition 7, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date or any other date specified in the applicable Pricing Supplement, or as a result of a position adopted by any political subdivision or any authority of or in Singapore having power to tax, which causes the Perpetual Securities not to qualify as "qualifying debt securities" for the purposes of the ITA, which position becomes effective on or after the Issue Date or any other date specified in the Pricing Supplement and (b) such obligations cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver or procure that there is delivered to the Issuing and Paying Agent and the Trustee:

(i) a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and

(ii) in the case of a notice of redemption pursuant to Condition 5(c), an opinion of independent tax or legal advisers of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such ruling, change or amendment to the laws.

The Trustee shall be entitled (but shall not be obliged) to accept and rely conclusively on such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) of this Condition 5(c) above without further enquiry and without liability to any Perpetual Securityholder, Couponholder or any other person, in which event the same shall be conclusive and binding on the Perpetual Securityholders and Couponholders. The Trustee shall be protected and shall have no liability to any Perpetual Securityholder or any other person for so accepting and relying on any such certificate and opinion.

Upon the expiry of any such notice as is referred to in this Condition 5(c), the Issuer shall be bound to redeem all the Perpetual Securities in accordance with this Condition 5(c).

(d) Redemption for Accounting Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) and in writing to the Trustee and the Issuing and Paying Agent, at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, on such Distribution Payment Date or any time after that Distribution Payment Date, as a result of any changes or amendments to International Financial Reporting Standards, as amended from time to time (the "**IFRS**") or any other accounting standards that may replace IFRS for the purposes of the consolidated financial statements of LREIT (the "**Relevant Accounting Standard**"), the Perpetual Securities will not or will no longer be recorded as "equity" of LREIT pursuant to the Relevant Accounting Standard.

Prior to the publication of any notice of redemption pursuant to this Condition 5(d), the Issuer shall deliver or procure that there is delivered to the Trustee and the Issuing and Paying Agent:

(i) a certificate, signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(ii) an opinion of the Issuer's independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard is due to take effect.

The Trustee shall be protected and shall have no liability to any Perpetual Securityholder or any other person for so accepting and relying on any such certificate and opinion.

Upon the expiry of any such notice as is referred to in this Condition 5(d), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(d).

(e) Redemption for Tax Deductibility

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption),

(i) if the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

(1) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective on or after the Issue Date;

(2) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or

(3) any applicable official interpretation or pronouncement (which, for the avoidance of doubt, includes any ruling) which is issued or announced on or after the Issue Date that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position which was announced before the Issue Date,

payments by the Issuer, which would otherwise have been tax deductible to LREIT, are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, fully deductible by LREIT for Singapore income tax purposes; or

(ii) if the Issuer receives a ruling by the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the Issuer is not entitled to tax deductions for the distributions (including any Optional Distributions, Arrears of Distribution and any Additional Distribution Amount) made, as interest payments, in accordance with Section 14(1) of the ITA (including Section 14(1)(a) of the ITA).

Prior to the publication of any notice of redemption pursuant to this Condition 5(e), the Issuer shall deliver or procure that there is delivered to the Trustee and the Issuing and Paying Agent:

(1) a certificate, signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager, stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(2) in the case of a notice of redemption pursuant to Condition 5(e)(i), an opinion of the Issuer's independent tax or legal adviser of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change, amendment to, interpretation or pronouncement in relation to the tax regime is due to take effect, or in the case of a notice of redemption pursuant to Condition 5(e)(ii), a copy of the ruling from the Comptroller of Income Tax in Singapore (or other relevant authority) to such effect as stated in Condition 5(e)(ii).

Upon the expiry of any such notice as is referred to in this Condition 5(e), the Issuer shall be bound to redeem all the Perpetual Securities in accordance with this Condition 5(e).

References in this Condition 5(e) to "independent tax or legal advisers of recognised standing" are not intended to and shall not in the ordinary course exclude any of the Issuer's usual tax or legal advisers, or any such adviser who may have tendered professional services to the Issuer in connection with the issue and offering of the Perpetual Securities.

(f) Redemption in the case of Minimal Outstanding Amount

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual

Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued (including any further Perpetual Securities issued pursuant to Condition 12 and consolidated and forming a single series with the Perpetual Securities).

Upon expiry of any such notice as is referred to in this Condition 5(f), the Issuer shall be bound to redeem all the Perpetual Securities in accordance with this Condition 5(f).

(g) Redemption upon a Regulatory Event

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole but not in part on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount, (together with distribution (including any Arrears of Distribution and any Additional Distribution Amounts) accrued to (but excluding) the date fixed for redemption), if as a result of any change in, or amendment to, the Property Funds Appendix (as defined below), or any change in the application or official interpretation of the Property Funds Appendix, the Perpetual Securities will count towards the Aggregate Leverage (as defined below) under the Property Funds Appendix, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Perpetual Securities will count towards the Aggregate Leverage.

Prior to the publication of any notice of redemption pursuant to this Condition 5(g), the Issuer shall deliver, or procure that there is delivered to the Trustee and the Issuing and Paying Agent:

(i) a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager stating that the Issuer is entitled to effect such redemption and setting out the details of such circumstances; and

(ii) an opinion of independent legal or any other professional advisers of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to, or change in application or interpretation of, the Property Funds Appendix, took, or is due to take, effect.

Upon the expiry of any such notice as is referred to in this Condition 5(g), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(g).

In this Condition 5(g), "**Aggregate Leverage**" means, as defined under the Property Funds Appendix, the total borrowings and deferred payments of a real estate investment trust, or such other definition as may from time to time be provided for under the Property Funds Appendix and "**Property Funds Appendix**" means appendix 6 to the Code of Collective Investment Schemes issued by the Monetary Authority of Singapore in relation to real estate investment trusts.

(h) Redemption upon a Ratings Event

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole but not in part on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable) at their Redemption Amount, (together with distribution (including any Arrears of Distribution and any Additional Distribution Amounts) accrued to (but excluding) the date fixed for redemption), if as of the date fixed for redemption, an amendment, clarification or change has occurred, or will in the Distribution Payment Period immediately following the date fixed for redemption occur, in the equity credit criteria, guidelines or methodology of the Rating Agency (as defined below) specified hereon (or any other rating agency of equivalent recognised standing requested from time to time by the Issuer to grant a rating to LREIT or the Perpetual Securities) and in each case, any of their respective successors to the rating business thereof, which amendment, clarification or change results or will result in a lower equity credit for the Perpetual Securities than the equity credit assigned or which would have been assigned on the Issue Date (in the case of such Rating Agency) or assigned at the date when equity credit is assigned for the first time (in the case of any other rating agency), provided that,

prior to the publication of any notice of redemption pursuant to this Condition 5(h), the Issuer shall deliver, or procure that there is delivered to the Trustee and the Issuing and Paying Agent a certificate signed by the Chief Executive Officer and the Executive General Manager Finance of the LREIT Manager who are also Authorised Signatories of the LREIT Manager stating that the Issuer is entitled to effect such redemption and setting out the details of such circumstances.

Upon the expiry of any such notice as is referred to in this Condition 5(h), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(h).

In this Condition 5(h), "**Rating Agencies**" means (a) Moody's Investors Service Inc., (b) Fitch, Ratings Inc., and/or (c) Standard & Poor's Rating Services, and their respective successors and "**Rating Agency**" means any one of them.

(i) Redemption for Cessation or Suspension of trading

If so provided hereon, in the event that (A) the units of LREIT ("**Units**") cease to be traded on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") or (B) trading in the Units on the SGX-ST is suspended for more than seven consecutive days on which normal trading of securities is carried out, the Perpetual Securities may be redeemed at the option of the Issuer in whole but not in part on any Distribution Payment Date or, if earlier, the date falling 45 days after the Effective Date, at their Redemption Amount, together with distribution (including any Arrears of Distribution and any Additional Distribution Amounts) accrued to (but excluding) the date fixed for redemption. The Issuer shall, within seven business days of the relevant Effective Date, give notice to the Trustee, the Paying Agents and the Perpetual Securityholders of the occurrence of either event specified in (A) or (B) above and (if applicable) the proposed date of redemption of the Perpetual Securities.

Upon the expiry of any such notice of redemption as is referred to in this Condition 5(i), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(i).

In this Condition 5(i), "**Effective Date**" means (in the case of (A) above) the date of cessation of trading or (in the case of (B) above) the day immediately following the expiry of the seven day period.

(j) Purchases

The Issuer or any of the Subsidiaries of LREIT may at any time purchase Perpetual Securities at any price (provided that they are purchased together with all unmatured Coupons and unexchanged Talons relating to them) in the open market or otherwise, provided that in any such case such purchase or purchases is or are in compliance with all relevant laws, regulations and directives.

Perpetual Securities purchased by the Issuer or any of the Subsidiaries of LREIT may be surrendered by the purchaser through the Issuer to, in the case of Bearer Perpetual Securities, the Issuing and Paying Agent and, in the case of Registered Perpetual Securities, the Registrar for cancellation or may at the option of the Issuer or the relevant Subsidiary of LREIT be held or resold. The Perpetual Securities so purchased, while held by or on behalf of the Issuer or any of the Subsidiaries of LREIT, shall not entitle the holder to vote at any meetings of the Perpetual Securityholders and shall not be deemed to be outstanding for the purposes of calculating any quorum at meetings of the Perpetual Securityholders or for the purposes of Conditions 9 and 10.

For the purposes of these Conditions, "**directive**" includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank department, government, legislative, minister, ministry, official public or statutory corporation, self-regulating organisation, or stock exchange.

(k) Cancellation

All Perpetual Securities purchased by or on behalf of the Issuer or any of the Subsidiaries of LREIT may be surrendered for cancellation, in the case of Bearer Perpetual Securities, by surrendering each such Perpetual Security together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent at its specified office and, in the case of Registered Perpetual Securities, by

surrendering the Certificate representing such Perpetual Securities to the Registrar and, in each case, if so surrendered, shall, together with all Perpetual Securities redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Perpetual Securities or Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Perpetual Securities shall be discharged.

6 Payments

(a) Principal and Distribution in respect of Bearer Perpetual Securities

Payments of principal and distribution in respect of Bearer Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Perpetual Securities or Coupons, as the case may be:

(i) in the case of a currency other than Euro or Renminbi, by transfer to an account maintained by the holder in that currency with, a bank in the principal financial centre for that currency;

(ii) in the case of Euro, by transfer to a Euro account maintained by or on behalf of the holder with a bank in the principal financial centre for Euro; and

(iii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of a Perpetual Securityholder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(b) Principal and Distribution in respect of Registered Perpetual Securities

(i) Payments of principal in respect of Registered Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 6(b)(ii).

(ii) Distribution on Registered Perpetual Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Registered Perpetual Security shall be made:

(x) in the case of a currency other than Euro or Renminbi, by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency;

(y) in the case of Euro, by transfer to a Euro account maintained by or on behalf of the holder with a bank in the principal financial centre for Euro; and

(z) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Perpetual Securityholder with a bank in the Offshore Renminbi Centre which processes payments in Renminbi in the Offshore Renminbi Centre.

(c) Payments subject to Law

All payments will be subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Perpetual Securityholders or Couponholders in respect of such payments.

(d) Appointment of Agents

The Issuing and Paying Agent, the CDP Paying Agent, the Calculation Agents, the Transfer Agents and the Registrars initially appointed by the Issuer and their specified offices are listed below. Each of the

Issuing and Paying Agent, the CDP Paying Agent, the other Paying Agents, the Registrars, the Transfer Agents and the Calculation Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Perpetual Securityholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, the CDP Paying Agent, any other Paying Agent, the Calculation Agent, any Transfer Agent and either Registrar and to appoint additional or other Paying Agents, Calculation Agents, Transfer Agents and Registrars, provided that it will at all times maintain (i) an Issuing and Paying Agent, (ii) a Calculation Agent, (iii) a Transfer Agent in relation to Registered Perpetual Securities, (iv) a CDP Paying Agent in relation to Perpetual Securities cleared through CDP, (v) a Registrar in relation to Registered Perpetual Securities and (vi) a Paying Agent in Singapore, where the Perpetual Securities may be presented or surrendered for payment or redemption, in the event that the Global Security(ies) are exchanged for definitive Perpetual Securities, for so long as the Perpetual Securities are listed on the SGX-ST and the rules of the SGX-ST so require.

Notice of any such change or any change of any specified office will promptly be given to the Perpetual Securityholders in accordance with Condition 14.

Subject to the provisions of the Agency Agreement, the Agency Agreement may be amended by the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the Calculation Agent, the Transfer Agent, the Registrars and the Trustee, without the consent of the holder of any Perpetual Security or Coupon, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which all of the Issuer, the Issuing and Paying Agent, the CDP Paying Agent, the Calculation Agent, the Transfer Agent, the Registrars and the Trustee may mutually deem necessary or desirable, provided that in each case such amendment does not, in the opinion of each of the Issuer and the Trustee, adversely affect the interests of the holders of the Perpetual Securities or the Coupons. Any such amendment shall be binding on the holder of any Perpetual Security or Coupon.

(e) Unmatured Coupons and Unexchanged Talons

(i) Upon the due date for redemption of Bearer Perpetual Securities which comprise Fixed Rate Perpetual Securities, such Perpetual Securities should be surrendered for payment together with all unmatured Coupons (if any) relating to such Perpetual Securities, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of five years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) Subject to the provisions of the applicable Pricing Supplement, upon the due date for redemption of any Bearer Perpetual Security comprising a Floating Rate Perpetual Security, unmatured Coupons relating to such Perpetual Security (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Perpetual Security, any unexchanged Talon relating to such Perpetual Security (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Perpetual Security comprising a Floating Rate Perpetual Security is presented for redemption without all unmatured Coupons, and where any Bearer Perpetual Security is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption or repayment of any Perpetual Security is not a due date for payment of distribution, distribution accrued from the preceding due date for payment of

distribution or the Distribution Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Perpetual Security or Certificate.

(f) Talons

On or after the Distribution Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Perpetual Security, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent on any business day in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(g) Non-business Days

Subject as provided in the applicable Pricing Supplement or subject as otherwise provided in these Conditions, if any date for the payment in respect of any Perpetual Security or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day and shall not be entitled to any further distribution or other payment in respect of any such delay.

7 Taxation

Where the Perpetual Securities are recognised as debt securities for Singapore income tax purposes, all payments in respect of the Perpetual Securities and the Coupons by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Perpetual Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Perpetual Security or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

(a) **Other connection**: by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore otherwise than by reason only of the holding of such Perpetual Security or Coupon or the receipt of any sums due in respect of such Perpetual Security or Coupon (including, without limitation, the holder being a resident of, or a permanent establishment in, Singapore); or

(b) **Presentation of more than 30 days after the Relevant Date**: more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days or

(c) to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Perpetual Security (or the Certificate representing it), or Coupon is presented for payment.

For the avoidance of doubt, neither the Issuer nor any other person shall be required to pay any additional amounts or otherwise indemnify a holder for any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code as amended or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

Where the Perpetual Securities are not recognised as debt securities for Singapore income tax purposes, all payments in respect of the Perpetual Securities and the Coupons by or on behalf of the Issuer may be subject to any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having

power to tax in the same manner as distributions on ordinary units of LREIT, and the LREIT Trustee may be obliged (in certain circumstances) to withhold or deduct tax at the prevailing rate (currently 10 per cent. or 17 per cent.) under Section 45G of the Income Tax Act 1947 of Singapore. In that event, the Issuer will not pay any additional amounts in respect of any such withholding or deduction from payments in respect of the Perpetual Securities and the Coupons for or on account of any such taxes or duties.

As used in these Conditions:

"**Relevant Date**" in respect of any Perpetual Security or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Perpetual Securityholders in accordance with Condition 14 that, upon further presentation of the Perpetual Security (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Perpetual Securities, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 5, "**distribution**" shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**distribution**" shall be deemed to include any additional amounts which may be payable under these Conditions.

For the avoidance of doubt, neither the Trustee nor any Agent shall be responsible or liable for paying any tax, duty, charges, withholding or other payment referred to in this Condition 7 or for determining whether such amounts are payable or the amount thereof, and none of the Trustee or any of the Agents shall be responsible or liable for (A) determining whether the Issuer or any Securityholder is liable to pay any taxes, duty, charges, withholding or other payment referred to in this Condition; or (B) determining the sufficiency or insufficiency of any amounts so paid. None of the Trustee or the Agents shall be responsible or liable for any failure of the Issuer, any Securityholder, or any other third party to pay such tax, duty, charges, withholding or other payment in any jurisdiction or to provide any notice or information to the Trustee or any Agent that would permit, enable or facilitate the payment of any principal, premium (if any), distribution or other amount under or in respect of the Perpetual Securities without deduction or withholding for or on account of any tax, duty, charge, withholding or other payment imposed by or in any jurisdiction.

8 Prescription

Claims against the Issuer for payment in respect of the Perpetual Securities and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of distributions) from the appropriate Relevant Date in respect of them.

9 Non-payment

(a) Non-payment when Due

Notwithstanding any of the provisions below in this Condition 9, the right to institute proceedings for winding-up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV). In addition, nothing in this Condition 9, including any restriction on commencing proceedings, shall in any way restrict or limit the rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the Issuer in respect of any costs, charges, fees, expenses or liabilities incurred by such party pursuant to or in connection with the Perpetual Securities or the Trust Deed.

(b) Proceedings for Winding-Up

If (i) a final and effective order is made or an effective resolution is passed for the winding-up of the Issuer or (ii) the Issuer fails to make payment of principal or distributions in respect of the Perpetual Securities when due and such failure continues for a period of more than three business days in the case of principal and five business days in the case of distributions (together, the "**Enforcement Events**"),

the Issuer shall be deemed to be in default under the Trust Deed and the Perpetual Securities and the Trustee may, subject to the provisions of Condition 9(d), institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for such payment.

(c) Enforcement

Without prejudice to Condition 9(b) but subject to the provisions of Condition 9(d), the Trustee may without further notice to the Issuer take such actions and/or steps and/ or institute such proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Perpetual Securities or the Trust Deed, as the case may be, (other than any payment obligation of the Issuer under or arising from the Perpetual Securities, including, without limitation, payment of any principal or premium or satisfaction of any distributions (including any Arrears of Distribution and any Additional Distribution Amount), including any damages awarded for breach of any obligations) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

(d) Entitlement of Trustee

The Trustee shall not, and shall not be obliged to, take any of the actions referred to in Condition 9(b) or Condition 9(c) against the Issuer to enforce the terms of the Trust Deed or the Perpetual Securities unless (i) it shall have been so directed by an Extraordinary Resolution of the Perpetual Securityholders or so requested in writing by Perpetual Securityholders holding not less than 25 per cent. in principal amount of the Perpetual Securities outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

(e) Right of Perpetual Securityholders or Couponholder

No Perpetual Securityholder or Couponholder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up or claim in the liquidation of the Issuer or to prove in such winding-up unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or claim in such liquidation, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing, in which case the Perpetual Securityholder or Couponholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 9.

(f) Extent of Perpetual Securityholders' Remedy

No remedy against the Issuer, other than as referred to in this Condition 9, shall be available to the Trustee or the Perpetual Securityholders or Couponholders, whether for the recovery of amounts owing in respect of the Trust Deed, the Perpetual Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Trust Deed or the Perpetual Securities.

10 Meeting of Perpetual Securityholders and Modifications

(a) **Meetings of Perpetual Securityholders**: The Trust Deed contains provisions for convening meetings of Perpetual Securityholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Perpetual Securities of such Series (including these Conditions insofar as the same may apply to such Perpetual Securities) or any of the provisions of the Trust Deed.

The Trustee or the Issuer at any time may, and the Trustee upon the request in writing by Perpetual Securityholders holding not less than 10 per cent. of the principal amount of the Perpetual Securities of any Series for the time being outstanding and after being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses shall, convene a meeting of the Perpetual Securityholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Perpetual Securityholders of the relevant Series, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of redemption of the Perpetual Securities or any date for payment of distribution or Distribution Amounts on the Perpetual Securities, (b) to reduce or cancel the principal amount of, or any premium

payable on redemption of, the Perpetual Securities, (c) to reduce the rate or rates of distribution in respect of the Perpetual Securities or to vary the method or basis of calculating the rate or rates of distribution or the basis for calculating any Distribution Amount in respect of the Perpetual Securities, (d) to vary any method of, or basis for, calculating the Redemption Amount, (e) to vary the currency or currencies of payment or denomination of the Perpetual Securities, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (g) to modify the provisions concerning the quorum required at any meeting of Perpetual Securityholders or the majority required to pass the Extraordinary Resolution, will only be binding if passed at a meeting of the Perpetual Securityholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

Any application of a Successor Rate, Alternative Rate, an Adjustment Spread or any rate determined in accordance with Condition 4(V), as the case may be, and any related Benchmark Amendments shall not constitute a matter which is required to be approved by an Extraordinary Resolution.

These Conditions may be amended, modified, or varied in relation to any Series of Perpetual Securities by the terms of the applicable Pricing Supplement in relation to such Series.

(b) **Modification of the Trust Deed**: The Trustee may (but is not obliged to) agree, without the consent of the Perpetual Securityholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed which in the opinion of the Trustee is of a formal, minor or technical nature, is made to correct a manifest error or to comply with any mandatory provision of law or is required by Euroclear, Clearstream, Luxembourg, CDP and/or any other clearing system in which the Perpetual Securities may be held, (ii) any other modification (except as mentioned in the Trust Deed) which is in the opinion of the Trustee not materially prejudicial to the interests of the Perpetual Securityholders and (iii) any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Agency Agreement or these Conditions which is in the opinion of the Trustee not materially prejudicial to the interests of the Perpetual Securityholders. Any such modification, authorisation or waiver shall be binding on the Perpetual Securityholders and the Couponholders and, unless the Trustee otherwise agrees, such modification, waiver or authorisation shall be notified by the Issuer to the Perpetual Securityholders as soon as practicable.

(c) **Substitution**: The Trust Deed contains provisions permitting (but not obliging) the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Perpetual Securityholders or the Couponholders, to the substitution of the Issuer's successor in business, any Subsidiary of the Issuer or its successor in business, or a substitute or replacement trustee of LREIT as principal debtor under the Trust Deed and the Perpetual Securities. An agreement by the Trustee pursuant to such provisions in the Trust Deed shall, if so expressed, release the Issuer (or a previous substitute) from any or all of its obligations under the Trust Deed, the Perpetual Securities, the Receipts, the Coupons and the Talons.

(d) **Entitlement of the Trustee**: In connection with the exercise of its functions and/or exercise of its rights, powers and/or discretions (including but not limited to those in relation to any proposed modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Perpetual Securityholders as a class and shall not have regard to the consequences of such exercise for individual Perpetual Securityholders or Couponholders.

11 Replacement of Perpetual Securities, Certificates, Coupons and Talons

If a Perpetual Security, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, at the specified office of the Issuing and Paying Agent (in the case of Bearer Perpetual Securities, Coupons or Talons) and of the Registrar (in the case of Certificates), or at the specified office of such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Perpetual Securityholders in accordance with Condition 14, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Perpetual Security, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable

by the Issuer in respect of such Perpetual Security, Certificate, Coupon or Talon) and otherwise as the Issuer may require. Mutilated or defaced Perpetual Securities, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12 Further Issues

The Issuer may from time to time without the consent of the Perpetual Securityholders or Couponholders create and issue further perpetual securities having the same terms and conditions as the Perpetual Securities of any Series in all respects (or in all respects except for the first payment of distribution on them) and so that the same shall be consolidated and form a single Series with such Perpetual Securities. References in these Conditions to the Perpetual Securities include (unless the context requires otherwise) any other securities issued pursuant to this Condition 12 and forming a single Series with the Perpetual Securities.

13 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including without limitation provisions relieving it from taking any steps and/or actions and/or instituting any proceedings to enforce its rights under the Trust Deed, the Agency Agreement and/or the Conditions in respect of the Perpetual Securities and payment, repayment or taking other actions unless first indemnified and/or secured and/or pre-funded to its satisfaction. The Trust Deed also contains a provision entitling the Trustee to enter into business transactions with the Issuer, any Subsidiary of LREIT or any other person without accounting to the Perpetual Securityholders or Couponholders for any profit resulting from such transactions.

Neither the Trustee nor any of the Agents shall be responsible for the performance by the Issuer or any other person appointed by the Issuer in relation to the Perpetual Securities of the duties and obligations on their part expressed in respect of the same and, unless a Trust Officer has actual knowledge or express written notice to the contrary, the Trustee and any of the Agents shall be entitled to assume that the same are being duly performed. Neither the Trustee nor any of the Agents shall be liable to any Perpetual Securityholder or Couponholder, the Issuer or any other person for any loss, costs, charges, liabilities and expenses incurred or suffered by the Issuer or any such other person where the Trustee or such Agent is acting on the instructions or at the direction or the request of the Perpetual Securityholders.

The Trustee shall be entitled to rely on any direction, request or resolution of Perpetual Securityholders given by holders of the requisite principal amount of Perpetual Securities outstanding or passed at a meeting of Perpetual Securityholders convened and held in accordance with the Trust Deed.

Whenever the Trustee is required or entitled by the terms of the Trust Deed, these Conditions or the Agency Agreement to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to its exercising any such discretion or power, taking any such action, making any such decision, or giving any such direction, to seek directions from the Perpetual Securityholders by way of an Extraordinary Resolution, and the Trustee is not responsible for any loss or liability incurred by any person as a result of any delay in it exercising such discretion or power, taking such action, making such decision, or giving such direction where the Trustee is seeking such directions or the non-exercise of such discretion or power, or not taking any such action or making any such decision or giving any such direction in the absence of any such directions from Perpetual Securityholders.

Neither the Trustee nor any of the Agents shall be under any obligation to monitor compliance with the provisions of the Trust Deed, the Agency Agreement or these Conditions. Neither the Trustee nor any of the Agents shall be responsible or liable to the Issuer, the Perpetual Securityholders or any other person for any loss arising from any failure to do so.

The Trustee may rely without liability to Perpetual Securityholders, Couponholders, the Issuer, LREIT or any other person on any opinion, advice, report, or any information obtained from any legal adviser, valuer, accountant (including the auditors for the time being of the Group), surveyor, banker, broker, rating agency, auctioneer or other expert or other professional adviser selected by it, whether obtained by the Issuer, the Trustee or otherwise, whether or not addressed to the Trustee, and whether or not the advice, opinion, report or information, or any engagement letter or other related document, contains a monetary or other limit on

liability or limits the scope and/or basis of such advice, opinion, report or information. The Trustee and each of its directors, officers, employees and agents will not be responsible to anyone for any liability occasioned by so acting.

Each Perpetual Securityholder shall be solely responsible for making and continuing to make its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and no Perpetual Securityholder or any other person shall rely on the Trustee in respect thereof.

14 Notices

Notices to the holders of Registered Perpetual Securities shall be valid if mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notwithstanding the foregoing, notices to the holders of Perpetual Securities will be valid if (a) published in a leading newspaper in the English language of general circulation in Singapore (it is expected that such publication will be made in *The Business Times*) or (b) an announcement is made through the internet-based submission system operated by the SGX-ST (or, if the holders of any Series of Perpetual Securities can be identified, notices to such holders will also be valid if they are given to each of such holders). Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper or internet-based submission system as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Perpetual Securities in accordance with this Condition 14.

So long as the Perpetual Securities are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held in its entirety on behalf of Euroclear, Clearstream, Luxembourg and/or CDP, there may be substituted for such publication in such newspapers or announcement through the internet-based submission system operated by the SGX-ST (i) the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or (subject to the agreement of CDP) CDP for communication by it to the Perpetual Securityholders or (ii) in the case of CDP, the recorded delivery of the relevant notice to the persons shown in the latest record received from CDP as holding interests in such Global Security or Global Certificate, except that if the Perpetual Securities are listed on any stock exchange and the rules of such stock exchange so require, notice will in any event be published in accordance with the preceding paragraphs. Any such notice shall be deemed to have been given to the Perpetual Securityholders on the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or CDP or the date of despatch of such notice to the persons shows in the records maintained by CDP.

Notices to be given by any Perpetual Securityholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Perpetual Security or Perpetual Securities, with the Issuing and Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Certificates) or such other Agent as may be specified in these Conditions. Whilst the Perpetual Securities are represented by a Global Security or a Global Certificate, such notice may be given by any Perpetual Securityholder to the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent through Euroclear, Clearstream, Luxembourg and/or CDP in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent and Euroclear, Clearstream, Luxembourg and/or CDP may approve for this purpose.

Notwithstanding the other provisions of this Condition 14, in any case where the identities and addresses of all the Perpetual Securityholders are known to the Issuer, notices to such holders may be given individually by mail to such addresses and will be deemed to have been given two days after despatch.

15 Acknowledgement

(a) Notwithstanding any provision to the contrary in the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith, the Trustee, the Perpetual Securityholders and the Couponholders agree and acknowledge that DBS Trustee Limited ("**DBST**") has entered into the Trust Deed only in its capacity as trustee of LREIT and not in its personal capacity

and all references to (in the case of Perpetual Securities issued by the Issuer) the Issuer or the LREIT Trustee in the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith shall be construed accordingly. Accordingly, notwithstanding any provision to the contrary in the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith, DBST has assumed all obligations under the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith solely in its capacity as trustee of LREIT and not in its personal capacity and any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by the Issuer under the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith is given by DBST in its capacity as trustee of LREIT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate is limited to the assets of LREIT over which DBST in its capacity as trustee of LREIT has recourse and shall not extend to any personal assets of DBST or any assets held by DBST in its capacity as trustee of any other trust. Any obligation, matter, act, action or thing required to be done, performed or undertaken or any covenant, representation, warranty or undertaking given by the Issuer under the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith shall only be in connection with matters relating to LREIT (and shall not extend to the obligations of DBST in respect of any other trust or real estate investment trust of which it is trustee). The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Perpetual Securityholders and the Couponholders from any gross negligence, fraud, wilful default, breach of trust or breach of the LREIT Trust Deed of/by DBST.

(b) Notwithstanding any provision to the contrary in the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith, it is hereby acknowledged and agreed that the obligations of the Issuer under the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith will be solely the corporate obligations of DBST in its capacity as trustee of LREIT and there shall be no recourse against the shareholders, directors, officers or employees of DBST for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith. The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Perpetual Securityholders and the Couponholders from any gross negligence, fraud, wilful default, breach of trust or breach of the LREIT Trust Deed of/by DBST.

(c) For the avoidance of doubt, any legal action or proceedings commenced against the Issuer whether in Singapore, England or elsewhere pursuant to the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith, shall be brought against DBST in its capacity as trustee of LREIT and not in its personal capacity. The foregoing shall not restrict or prejudice the rights or remedies of the Trustee, the Perpetual Securityholders and the Couponholders from any gross negligence, fraud, wilful default, breach of trust or breach of the LREIT Trust Deed of/by DBST.

(d) The provisions of this Condition 15 shall apply, mutatis mutandis, to any notices, certificates or other documents which the Issuer issues under or pursuant to the Trust Deed, the Perpetual Securities, the Coupons, these Conditions and any document in connection herewith or therewith, as if expressly set out in such notices, certificates or documents and shall survive the termination or rescission of the Trust Deed or, as the case may be, redemption of the Perpetual Securities or the Coupons.

16 Contracts (Rights of Third Parties) Act

Without prejudice to Condition 9(e), no person shall have any right to enforce any term or condition of the Perpetual Securities under the Contracts (Rights of Third Parties) Act 1999, except and to the extent (if any) that these Conditions expressly provide for such Act to apply to any of its terms.

17 Governing Law and Jurisdiction

(a) **Governing Law**: The Trust Deed, the Perpetual Securities, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be

construed in accordance with, English law, except that the subordination provisions set out in Condition 3(b) applicable to the Issuer shall be governed by and construed in accordance with the laws of Singapore.

(b) **Jurisdiction**: The Courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Perpetual Securities, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Perpetual Securities, Coupons or Talons ("**Proceedings**") may be brought in such courts. Each of the Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

(c) **Service of Process**: The Issuer has in the Trust Deed irrevocably appointed an agent in England, where applicable, to receive, for it and on its behalf, service of process in any Proceedings in England.

SUMMARY OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

Terms used in this section that are not otherwise defined shall have the meanings given to them in the "Terms and Conditions of the Notes" and the "Terms and Conditions of the Perpetual Securities" as applicable.

1 Initial Issue of Securities

Global Securities and Global Certificates may be delivered on or prior to the original issue date of the Tranche to a Common Depositary (as defined hereinafter).

Upon the initial deposit of a Global Security with a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**"), CDP or registration of Registered Securities in the name of (i) any nominee for the Common Depositary and/or (ii) CDP, the relevant clearing system will credit each subscriber with a principal amount of Securities equal to the principal amount thereof for which it has subscribed and paid.

Securities that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the applicable Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Securities that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

2 Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, CDP or any other clearing system (each an "**Alternative Clearing System**") as the holder of a Security represented by a Global Security or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg, CDP or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Security or the holder of the underlying Registered Securities, as the case may be, and in relation to all other rights arising under the Global Securities or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, CDP or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Securities for so long as the Securities are represented by such Global Security or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Security or the holder of the underlying Registered Securities, as the case may be, in respect of each amount so paid.

3 Exchange

3.1 Temporary Global Securities

Each Temporary Global Security will be exchangeable, free of charge to the holder, on or after its Exchange Date:

(i) if the applicable Pricing Supplement indicates that such Global Security is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable (as to which, see "*Summary of the Programme – Selling Restrictions*"), in whole, but not in part, for the Definitive Securities defined and described below; and

(ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Security or, if so provided in the applicable Pricing Supplement, for Definitive Securities.

3.2 Permanent Global Securities

Each Permanent Global Security will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3.4 below, in part for Definitive Securities:

(i) if the Permanent Global Security is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or

(ii) if the Permanent Global Security is held by or on behalf of CDP and (a) an event of default, enforcement event or analogous event entitling the Trustee to declare the Securities to be due and payable as provided in the Conditions has occurred and is continuing, (b) CDP has closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise), (c) CDP has announced an intention to permanently cease business and no alternative clearing system is available or (d) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Securities and to continue performing its duties as set out in the relevant CDP application form made between the Issuer and CDP and no alternative clearing system is available.

In the event that a Global Security is exchanged for Definitive Securities, such Definitive Securities shall be issued in Denomination Amount(s) only. A Securityholder who holds a principal amount of less than the minimum Denomination Amount will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Securities such that it holds an amount equal to one or more Denominations Amount(s).

3.3 Global Certificates

If the Pricing Supplement states that the Securities are to be represented by a Global Certificate on issue, the following will apply in respect of transfers of Securities held in Euroclear or Clearstream, Luxembourg, CDP or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Securities within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Securities may be withdrawn from the relevant clearing system.

Transfers of the holding of Securities represented by any Global Certificate pursuant to Condition 2(b) of the Notes (in the case of Notes) or Condition 2(b) of the Perpetual Securities (in the case of Perpetual Securities) may only be made:

(i) if the Global Certificate is cleared through Euroclear and/or Clearstream, Luxembourg, if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

(ii) if the Global Certificate is cleared through CDP and:

(a) an event of default, enforcement event or analogous event entitling the Trustee to declare the Securities to be due and payable as provided in the Conditions has occurred and is continuing; or

(b) CDP has closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise); or

(c) CDP has announced an intention to permanently cease business and no alternative clearing system is available; or

(d) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Securities and to continue performing its duties as set out in the relevant CDP application form made between the Issuer and CDP and no alternative clearing system is available,

provided that, in the case of a transfer pursuant to paragraph 3.3(i) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

3.4 Partial Exchange of Permanent Global Securities

For so long as a Permanent Global Security is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Security will be exchangeable in part on one or more occasions for Definitive Securities if so provided in, and in accordance with, the relevant Conditions.

3.5 Delivery of Securities

On or after any due date for exchange the holder of a Global Security may surrender such Global Security or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent. In exchange for any Global Security, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Security exchangeable for a Permanent Global Security, deliver, or procure the delivery of, a Permanent Global Security in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Security that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Security to reflect such exchange or (ii) in the case of a Global Security exchangeable for Definitive Securities, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Securities. In this Offering Circular, "**Definitive Securities**" means, in relation to any Global Security, the definitive Bearer Securities for which such Global Security may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest that have not already been paid on the Global Security and a Talon). Definitive Securities will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each Permanent Global Security, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Securities.

3.6 Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Security, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Security, a day falling not less than 60 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

4 Amendment to Conditions

The Temporary Global Securities, Permanent Global Securities and Global Certificates contain provisions that apply to the Securities that they represent, some of which modify the effect of the terms and conditions of the Securities set out in this Offering Circular. The following is a summary of certain of those provisions:

4.1 Payments

No payment falling due after the Exchange Date will be made on any Global Security unless exchange for an interest in a Permanent Global Security or for Definitive Securities is improperly withheld or refused. Payments on any Temporary Global Security issued in compliance with TEFRA D before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Securities represented by a Global Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of that Global Security to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Securityholders for such purpose. A record of each payment so made will be endorsed on each Global Security, which endorsement will be prima facie evidence that such payment has been made in respect of the Securities.

All payments in respect of Securities represented by a Global Certificate (other than a Global Certificate held through CDP) will be made to, or to the order of, the person whose name is entered on

the Register at the close of business on the record date which shall be the Clearing System Business Day immediately prior to the date for payment, where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January.

4.2 Meetings

The holder of a Permanent Global Security or of the Securities represented by a Global Certificate shall (unless such Permanent Global Security or Global Certificate represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Securityholders and, at any such meeting, the holder of a Permanent Global Security or of the Securities represented by a Global Certificate shall be treated as having one vote in respect of each integral currency unit of the relevant Currency of the Securities. All holders of Registered Securities are entitled to one vote in respect of each integral currency unit of the relevant Currency of the Securities comprising such Securityholder's holding, whether or not represented by a Global Certificate.

4.3 Cancellation

Cancellation of any Security represented by a Permanent Global Security that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Permanent Global Security on its presentation to or to the order of the Issuing and Paying Agent for endorsement in the relevant schedule of such Permanent Global Security or in the case of a Global Certificate, by reduction in the aggregate principal amount of the Certificates in the Register, whereupon the principal amount thereof shall be reduced for all purposes by the amount so cancelled and endorsed.

4.4 Purchase

Securities represented by a Permanent Global Security may only be purchased by the Issuer or any Subsidiaries of LREIT if they are purchased together with the rights to receive all future payments of interest and distributions, as applicable, thereon.

4.5 Issuer's Option

Any option of the Issuer provided for in the Terms and Conditions of the Securities while such Securities are represented by a Permanent Global Security shall be exercised by the Issuer giving notice to the Securityholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Securities drawn in the case of a partial exercise of an option and accordingly no drawing of Securities shall be required.

In the event of a partial redemption of Securities of any Series, Securities will be redeemed pro rata and the Calculation Amount of the Securities shall be determined in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or CDP or any other clearing system (as the case may be) and the rights of accountholders with a clearing system in respect of the Securities will be governed by the standard procedures of such clearing system.

4.6 Securityholders' Options

Any option of the Securityholders provided for in the Terms and Conditions of the Securities while such Securities are represented by a Permanent Global Security may be exercised by the holder of the Permanent Global Security giving notice to the Issuing and Paying Agent within the time limits relating to the deposit of the Securities with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Securities in respect of which the option has been exercised and the option may be exercised in respect of the whole or any part of such Permanent Global Security, and stating the principal amount of the Securities in respect of which the option is exercised and at the same time presenting the Permanent Global Security to the Issuing and Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation.

4.7 Trustee's Powers

In considering the interests of Securityholders while any Global Security is held on behalf of, or Registered Securities are registered in the name of any nominee for, a clearing system, the Trustee may

have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Security or Registered Securities and may consider such interests as if such accountholders were the holders of the Securities represented by such Global Security or Global Certificate.

4.8 Notices

So long as any Securities are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held on behalf of:

(i) Euroclear and/or Clearstream, Luxembourg or any other clearing system (except as provided in (ii) below of this paragraph 4.8), notices to the holders of Securities of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Security or Global Certificate; or

(ii) CDP, subject to the agreement of CDP, notices to the holders of Securities of that Series may be given by delivery of the relevant notice to CDP for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Security or Global Certificate.

USE OF PROCEEDS

The net proceeds arising from the issue of Securities under the Programme (after deducting issue expenses) will be used for the refinancing of existing borrowings (including perpetual securities), financing of potential acquisition and investment opportunities which the Group may pursue in the future as well as general working capital and capital expenditure requirements and the general corporate purposes of the Group, or as otherwise specified in the applicable Pricing Supplement in relation to a particular issuance of Securities under the Programme.

CAPITALISATION AND INDEBTEDNESS

The table below sets forth the consolidated capitalisation and indebtedness of the Group as at 30 June 2024. This table should be read in conjunction with the FY2024 Financial Statements and related notes appearing elsewhere in this Offering Circular.

	As at 30 June 2024
	S$'000
Total Borrowings	1,565,743
Total Unitholders' Funds	1,811,647
Non-controlling Interests	1,224
Perpetual Securities Holders	399,432
Total Equity	2,212,303
Total Capitalisation(1)	3,778,046

Note:

(1) Total capitalisation is calculated as the sum of total borrowings and total equity.

There has been no material change in the capitalisation of the Group since 30 June 2024.

DESCRIPTION OF THE ISSUER

OVERVIEW

The Issuer is DBS Trustee Limited (in its capacity as trustee of Lendlease Global Commercial REIT). DBS Trustee Limited was incorporated under the Companies Act 1967 of Singapore ("**Companies Act**"), on 24 November 1975. It is licensed as a trust company under the Trust Companies Act 2005 of Singapore ("**Trust Companies Act**"). It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS.

Pursuant to a supplemental deed of retirement and appointment of trustee dated 20 May 2022, amending and supplementing the deed of trust constituting LREIT dated 28 January 2019 (as amended or modified from time to time), RBC Investor Services Trust Singapore Limited retired as trustee of LREIT and DBS Trustee Limited was appointed as the new trustee of LREIT to replace RBC Investor Services Trust Singapore Limited as LREIT Trustee with effect from 18 July 2022.

REGISTERED OFFICE

The registered office of the Issuer is 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982.

CAPITAL

As at the date of this Offering Circular, the LREIT Trustee has a paid-up capital of S$2.5 million.

DESCRIPTION OF LENDLEASE GLOBAL COMMERCIAL REIT

OVERVIEW

Lendlease Global Commercial REIT ("**LREIT**") is a Singapore real estate investment trust which was established on 28 January 2019 with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets[6] located globally, which are used primarily for retail and/or office purposes, as well as real estate-related assets (including ownership of companies or other legal entities whose primary purpose is to hold or own real estate).

LREIT was listed on the Main Board of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") on 2 October 2019. As at 30 September 2024, the portfolio of properties held by the Group (the "**Portfolio**") comprises a leasehold interest in two properties in Singapore, namely Jem (office and retail property) and 313@somerset (retail property) (together, the "**Singapore Properties**") as well as a freehold interest in Sky Complex, comprising three Grade A commercial buildings located in Milan (the "**Milan Property**", and together with the Singapore Properties, the "**Properties**"). Other investments include a stake in Parkway Parade[7] and a multifunctional event space on a site adjacent to 313@somerset that is under development as at 30 September 2024.

LREIT is listed on several indices. These include the FTSE EPRA Nareit Global Developed Index, MSCI Singapore Small Cap Index, GPR/APREA Investable REIT 100 Index, iEdge S-REIT Leader Index and iEdge SG ESG Leader Index. It has held first position in the Asia Retail (Listed) category for five consecutive years since listing, achieving the highest score among peers. LREIT also scored the highest-tier five-star GRESB rating for its environmental, social and governance performance as well as strong leadership in sustainability.

The trustee of LREIT (the "**LREIT Trustee**") holds the Singapore Properties, whilst the Milan Property is held by the Lendlease Global Commercial Italy Fund (the "**Italy AIF**"). For more information on the structure of LREIT, please see "*Description of Lendlease Global Commercial REIT – Structure of LREIT*". The Portfolio has a total net lettable area ("**NLA**") of approximately 2.0 million square feet and an appraised value of approximately S$3.7 billion[8] as at 30 June 2024.

LREIT is managed by Lendlease Global Commercial Trust Management Pte. Ltd. (the "**LREIT Manager**"), an indirect wholly-owned subsidiary of Lendlease Corporation Limited (the "**Sponsor**").

As at the Latest Practicable Date, LREIT has a market capitalisation of approximately S$1,380.97 million.

DESCRIPTION OF ASSETS AND OPERATIONS OF LREIT

a) Locations of the Properties

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

Singapore - Jem

Jem is an integrated office and retail asset located in Jurong Gateway, the commercial hub of the Jurong Lake District. It is situated next to Jurong East Mass Rapid Transit ("**MRT**") station and bus interchange. It is one of the largest suburban malls in Singapore with retail space across six levels. It also comprises 12 levels of office space which have been fully leased to the Ministry of National Development in Singapore ("**MND**").

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[6] A "**stabilised income-producing real estate asset**" means a real estate asset which meets the following criteria as at the date of the proposed offer: (i) achieving a minimum occupancy of at least 80.0%, (ii) achieved an average rental rate comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the relevant asset, (iii) (if the asset is being acquired from the Lendlease Group) LREIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset, and (iv) is suitable for acquisition by LREIT taking into account market conditions at the time of the proposed offer.

[7] LREIT owns a 10.0% interest in Parkway Parade Partnership Pte. Ltd. ("**PPP**"), which holds an indirect 100% interest in 291 strata lots in Parkway Parade, representing 77.09% of the total share value of the strata lots in Parkway Parade.

[8] This figure excludes the development of the multifunctional event space on a site adjacent to 313@somerset.

The property enjoys direct connectivity to both the Jurong East MRT station and bus interchange and is near amenities such as the Ng Teng Fong General Hospital and Jurong Regional Library.

Singapore - 313@somerset

313@somerset is a retail mall which spans across eight retail levels, comprising three basement levels (basement 3 to basement 1) and five levels above ground (level 1 to 5). It is accessible from the Somerset MRT Station on basement 2 and level 1 and is connected to the adjacent retail mall of Orchard Gateway on levels 1 and 4.

313@somerset is situated along Orchard Road, a major shopping belt and tourist attraction in Singapore.

Milan - Sky Complex

Sky Complex, comprising three Grade A commercial buildings, is located in the southeast area of the Milan Municipality and within the district of Milano Santa Giulia which is between the districts of Rogoredo and Taliedo. Milano Santa Giulia is an urban regeneration project comprising retail, residential, commercial office, and leisure spaces.

Sky Complex is accessible via the Milan public transport system. The Rogoredo subway station is located about 150 metres away, providing access to the Yellow-MM3 line of the Milan Metro network and is served by multiple bus lines. The closest railway station is Milano Rogoredo which is also located about 150 metres away. The station is served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples. Linate Airport is located about 7.5 kilometres away and is 10 minutes by car accessible from the San Donato exit of the Tangenizale Est (Milan ring-road) and 40 minutes by public transportation. Sky Complex is also accessible by car. It is close to the A1 Motorway – Autostrada del Sole (exit "San Donato Milanese", about 1km distance) and the A51 East Milan Ring Road – Tangenziale Est di Milano (exit "Milano Rogoredo/San Donato Milanese", about 1km distance).

Other Investments

Singapore - Parkway Parade

On 5 June 2023, the LREIT Manager announced that LREIT had acquired 10.0% of the shares in PPP, which holds an indirect 100.0% interest in 291 strata lots in Parkway Parade, representing 77.09% of the total share value of the strata lots in Parkway Parade.

Parkway Parade is a suburban mall on the East Coast of Singapore which spans across seven levels. Situated along Marine Parade Road and adjacent to Marine Parade Central, Parkway Parade also benefits from the Marine Parade MRT station (an MRT station on the Thomson-East Coast line, which opened on 23 June 2024) and has planned asset enhancement initiatives to build a direct linkway connecting the MRT station to the mall.

Singapore - Multifunctional Event Space

LREIT was awarded the tender to redevelop the 48,200 square feet[9] car park at Grange Road in June 2020. The site is to be redeveloped into a multifunctional event space. With a combined NLA with 313@somerset of approximately 330,000 square feet[9], it enlarges and strengthens LREIT's retail presence in the Somerset precinct. The space is envisioned to be an experiential innovative lifestyle destination that features creative use of communal spaces and themed events to promote social networking and wellness. Construction of the event space is expected to commence towards the end of 2024 and will take approximately 12 to 18 months to complete.

b) Occupancy Rates and Lease Expiry Profile

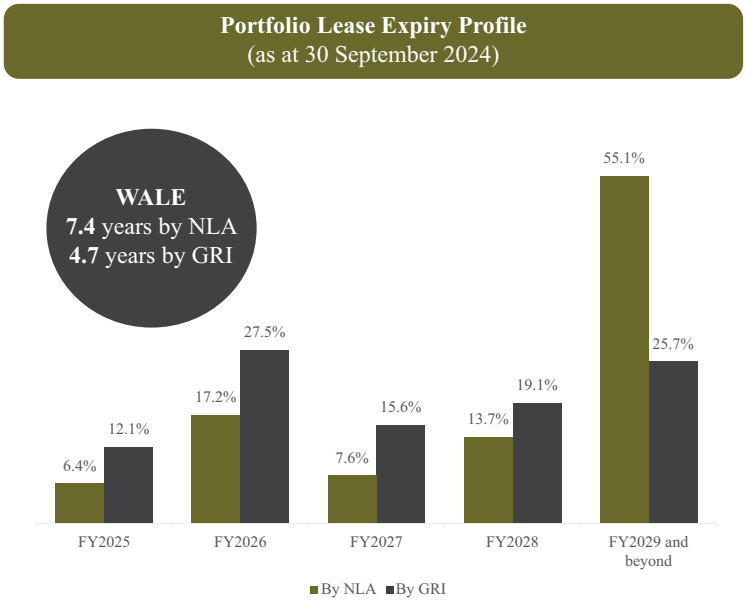
The Portfolio has a committed occupancy rate of 89.5% as at 30 September 2024.

As at 30 September 2024, the Portfolio has a weighted average lease to expiry ("**WALE**") of 4.7 years by gross rental income ("**GRI**") and 7.4 years by NLA.

[9] Floor area and scheme are subject to final design and approval by the authorities.

The variation in lease expiries within the Portfolio results in no more than 18% of leases by NLA and 28% of leases by GRI expiring in each financial year over the next four financial years ending 30 June 2028. In addition, approximately 55% of the leases by NLA will only expire in the financial year ending 30 June 2029 and beyond. The chart below shows the lease expiry profile of the Portfolio as at 30 September 2024.

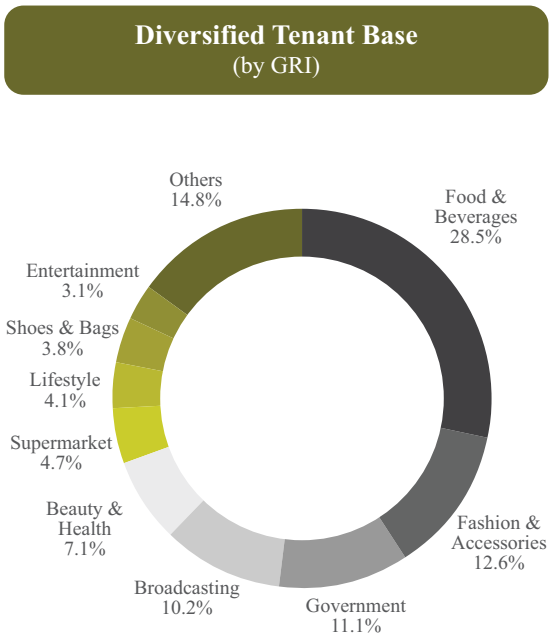
Lease Expiry Profile by NLA and GRI (as at 30 September 2024)



c) Diversified Tenant Base

The Portfolio has a tenant base of more than 400 tenants as at 30 September 2024 and their trade sector breakdown by GRI is shown below.

Gross Rental Income Breakdown by Trade Sector (as at 30 September 2024)



By trade sectors, the food & beverage, fashion & accessories and government sectors contributed 28.5%, 12.6% and 11.1% respectively, to the total GRI for the month of September 2024.

The top ten tenants contributed approximately 36% of the total GRI for the month of June 2024.

Top 10 Tenants across the Singapore Properties and Milan Property as at 30 June 2024

Note: LREIT compiles and discloses a list of its top 10 tenants on an annual basis only. Accordingly, the list of the top 10 tenants as of the date of this Offering Circular may not be as reflected in this list.

Ten Largest Tenants (by % of Gross Rent)	**GRI**
MND	11.2%
Sky Italia	10.2%
Fairprice Xtra	2.9%
IKEA	2.3%
Don Don Donki	1.8%
Cathay Cineplex	1.8%
Uniqlo	1.7%
Food Republic	1.6%
Kopitiam Food Hall	1.5%
H&M	1.4%

d) Lease Structure

The retail leases for the Singapore Properties are typically structured around three years for specialty leases comprising base rent (including service charges and advertising and promotion fee) and turnover rents (calculated as a percentage of tenants' gross turnover).

The office tower at Jem is fully leased to MND on a 30-year master lease with rent review every five years ("**MND Lease**"). Buildings 1 and 2 of Sky Complex are leased to Sky Italia for an initial term of nine years and one month commencing on 15 December 2023, with an option given to the tenant to renew for an additional term of six years ("**Sky Italia Lease**"). Building 3 of Sky Complex is currently in the process of securing new tenancies.

As at 30 June 2024, most of LREIT's retail NLA has a rental step-up provision embedded in their lease structures. The MND Lease has a rent review every five years while the Sky Italia Lease has an upside only annual rental escalation pegged to the ISTAT[10] consumer price index.

e) Management Team

The Board of Directors of the LREIT Manager comprises experienced personnel each with over 20 years' experience. Key staff members have experience and expertise in real estate investment, asset management, capital management and property management. Please refer to the section "*Board of Directors and Executive Officers of the LREIT Manager*" for more details.

f) Ability to Benefit from Relationships with the Sponsor Group

The Sponsor Group is a market-leading Australian integrated real estate business with an international Investments platform. Its core capabilities are reflected in its operating segments of Investments, Development and Construction. The combination of these three segments provides the Sponsor Group with a sustainable competitive advantage in delivering innovative integrated solutions for its customers.

As at 30 June 2024, the Sponsor Group has approximately A$47.3 billion in funds under management, A$14.5 billion in development work in progress and A$7.6 billion in external construction backlog revenue. Lendlease has managed funds and assets for some of the world's largest real estate investors, managing funds on behalf of more than 70 capital partners, many of which are invested across multiple products and regions. These include large sovereign wealth funds, superannuation funds and insurance companies. Lendlease has existing scale investment platforms in Australia and Asia and over recent periods has invested in strengthening

[10] The Italian National Institute of Statistics.

its team in the UK and the US. Approximately 60 per cent. of funds under management are currently derived from Australia, with 40 per cent. from offshore. The Lendlease product offering comprises 44 funds and mandates and is well diversified across asset classes and geographies.

LREIT will continue to benefit from the Sponsor Group's network of relationships for future acquisition opportunities and have access to its network of retailers.

STRATEGIES

The LREIT Manager is committed to achieving long-term growth in distribution per unit ("**DPU**") and net asset value ("**NAV**") per unit, while maintaining a prudent capital structure. The LREIT Manager plans to achieve these objectives through the following three key strategies:

- **Proactive asset management strategy** – The LREIT Manager will proactively manage the Group's property portfolio to maintain and improve their operational performance, seeking to improve the cash flow and the value of the properties. The LREIT Manager will also look to drive organic growth, encourage strong relationships with the tenants of the the Group's properties, implement asset management strategies with the aim of ensuring continued relevance of the properties and facilitate asset enhancement opportunities where appropriate.

- **Prudent capital management strategy** – The LREIT Manager will endeavour to employ an appropriate mix of debt and equity in financing acquisitions, secure diversified funding sources to access both financial institutions and capital markets, seek to optimise its cost of debt financing and utilise hedging strategies, where appropriate.

- **Investments and acquisition growth strategy** – Subject to prudent capital management, the LREIT Manager will seek to achieve portfolio growth through the acquisition of assets that fit within LREIT's investment strategy and to pursue opportunities for future income and capital growth. The LREIT Manager will continuously evaluate opportunities in key cities in which the Sponsor Group has a presence and take a considered approach in deciding whether LREIT should explore these opportunities.

a) Proactive Asset Management Strategy

The LREIT Manager's strategy for organic growth is to actively manage the Group's properties and optimise the operational and financial performance of the assets.

Through such active asset management, the LREIT Manager seeks to drive occupancy levels, curate an appropriate tenant mix within the malls, achieve stable rental growth, and explore opportunities for cost rationalisation as well as asset enhancement initiatives as appropriate. LREIT is expected to benefit from the Sponsor's experience and expertise in asset management and asset enhancement.

Measures employed by the LREIT Manager in its proactive asset management strategy include some of, but are not limited to, the following:

Maintaining and improving occupancy rates

The LREIT Manager will seek to maintain and improve the occupancy rates for the Group's properties by working with the Property Managers to manage lease renewals effectively in order to reduce vacant periods due to either lease expiration or premature termination and to:

- work towards rental benchmarks established for each property;

- proactively engage in early renewal negotiations with tenants whose leases are about to expire;

- increase the overall marketability and profile of the properties to increase the prospective tenant base;

- (in respect of the retail properties) implement asset management strategies to improve the resilience and relevance of the retail centres to shoppers;

- actively market current and impending vacancies to reduce vacant periods;
- actively monitor rental arrears to reduce defaults by tenants and other aspects of tenant performance;
- endeavour to incorporate contractual periodic rental step-up provisions in leases to provide an additional source of organic growth;
- search for new tenants from relevant sectors under-represented in the Group's portfolio of properties to pursue a diversified tenant mix;
- monitor and assess opportunities for spaces which are sub-optimal to redevelop or conduct asset enhancement works to cater to prospective tenants' needs with a view to improving the marketability of such spaces; and
- understand and seek to satisfy the expansion needs of existing tenants.

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

Delivering superior services to tenants

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

- providing quality property management services;
- facilitating relocation or expansion of tenants according to their operational requirements;
- being responsive to tenants' feedback and enquiries; and
- providing additional value-added services for tenants as appropriate.

Implementing asset enhancement initiatives

The LREIT Manager will work closely with the Property Managers to improve the rental income and value of the Group's properties by undertaking asset enhancement initiatives as appropriate. To the extent possible and permitted by law and regulations, the LREIT Manager may:

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

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

Implementing pro-active marketing plans

The LREIT Manager intends to work with the Property Managers to develop customised pro-active marketing plans for each applicable property. Each plan will focus on property-specific needs seeking to attract shoppers and tenants, and enhance the public profile and visibility with a view to increasing the value and appeal of the Group's properties and to maintain their long-term value.

Continuing to rationalise operating costs

The LREIT Manager will continue to work closely with the Property Managers to optimise the operational performance and rationalise the operating costs of the Group's properties, by managing and reducing property operating expenses while maintaining the quality of maintenance and services.

b) Investments and Acquisition Growth Strategy

The LREIT Manager will seek to achieve portfolio growth by pursuing opportunities to acquire income-producing assets that align with LREIT's investment strategy, and pursue opportunities for future income and capital growth. In evaluating future acquisition opportunities, the LREIT Manager will seek acquisitions that may enhance the diversification of the portfolio by location and tenant profile. The LREIT Manager will also continuously evaluate opportunities in cities in which the Sponsor Group has a presence and take a considered approach in deciding whether LREIT should explore these opportunities.

Investment criteria

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

- **Yield requirements** – The LREIT Manager will seek to invest in income-producing properties to contribute recurring profits to the portfolio.

- **Tenant mix and occupancy characteristics** – The LREIT Manager will seek to acquire properties with quality and reputable existing tenants, or properties with the potential to generate higher rentals, relative to comparable properties in their respective micro markets. In addition, the LREIT Manager will evaluate the following prior to the acquisition of a property: (i) tenant credit quality in order to mitigate the probability of collection losses, (ii) rental rates and occupancy trends to estimate rental income and occupancy rate going forward and (iii) the impact of the acquisition on the entire portfolio's tenant mix, trade sector and lease expiry profiles.

- **Location** – LREIT will primarily focus on cities where the Lendlease Group already has a strong on-the-ground presence. Working with the Asset Managers, the LREIT Manager will assess each property's location and potential based on business growth in its market, as well as its impact on the overall geographic diversification of the portfolio. The LREIT Manager will also evaluate potential acquisition targets for a range of location-related criteria including, but not necessarily limited to, ease of access, proximity and connectivity to major business, tourist and transportation hubs, visibility of premises from the surrounding catchment markets, and immediate presence and concentration of competitors.

- **Value-adding opportunities** – The LREIT Manager will seek to acquire properties with opportunities to increase occupancy rates and rental rates and enhance value through proactive asset management. The potential to add value through asset enhancement initiatives will also be assessed.

- **Building and facilities specification** – Working with the Property Managers, the LREIT Manager will endeavour to conduct thorough property due diligence and adhere to relevant specifications, with due consideration given to the size and age of the buildings, with respect to potential properties to be acquired by LREIT. The LREIT Manager will seek to acquire buildings with good quality specifications and which are in compliance with the relevant building and zoning regulations (including energy conservation, health and safety regulations). The LREIT Manager will rely on due diligence reports submitted by experts relating to the structural soundness of the building, repairs, maintenance, capital expenditure requirements and encroachment of site boundaries. In addition, the Sponsor's in-house expertise in the areas of sustainability, health and safety will help to provide additional capability in the due diligence process.

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

Ability to benefit from the Sponsor Group's real estate investment and management experience

The Sponsor Group is a market-leading Australian integrated real estate business with an international Investments platform. Its core capabilities are reflected in its operating segments of Investments, Development and Construction. The combination of these three segments provides the Sponsor Group with a sustainable

competitive advantage in delivering innovative integrated solutions for its customers. The LREIT Manager will be able to leverage on the Sponsor Group's experience and track record in investing in real estate and managing property funds, thus assisting to identify investment opportunities.

In addition, LREIT will consider increasing its exposure to other cities in which the Sponsor Group operates in the future through the Sponsor Group's secured development pipeline either through the right of first refusal being granted by each of the Sponsor and Lendlease Trust (through its responsible entity Lendlease Responsible Entity Limited) if certain conditions are met, or through other potential acquisition opportunities which may be sourced from the Sponsor. LREIT will position itself to take full advantage of these acquisition opportunities.

c) Prudent Capital Management Strategy

The LREIT Manager will seek to manage LREIT's capital structure and cost of capital within the borrowing limits set out in the Property Funds Appendix.

The LREIT Manager will also endeavour to:

(a) maintain a strong balance sheet and appropriate capital structure;

(b) secure diversified funding sources to access both financial institutions and capital markets;

(c) optimise its cost of debt financing; and

(d) utilise interest rate and currency risk management strategies (including hedging) to minimise exposure to market volatility on its income, where appropriate.

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

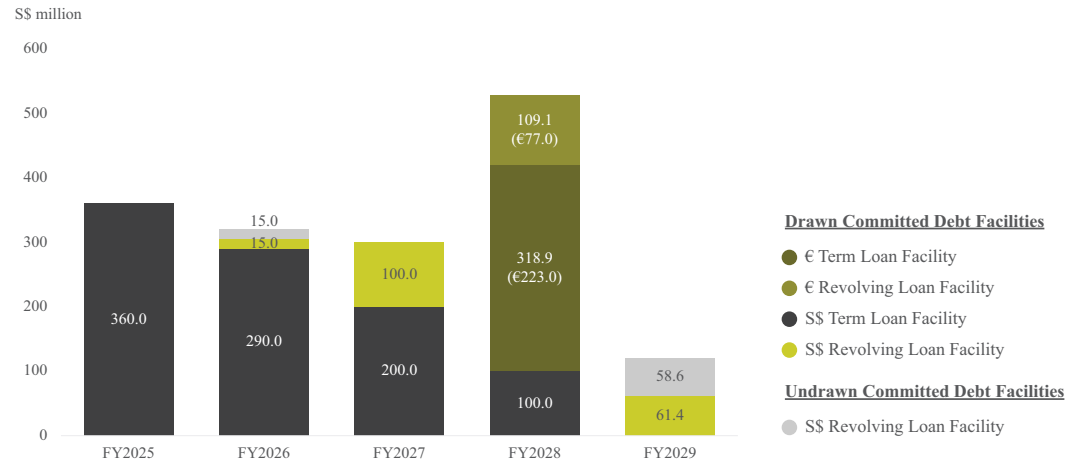
(1) **Capital structure strategy** – Within the borrowing limits set out in the Property Funds Appendix, the LREIT Manager will endeavour to optimise LREIT's capital structure, comprising an appropriate mix of debt and equity for its existing investments as well as future financing of acquisition of properties or asset enhancement initiatives. The LREIT Manager's capital management strategy involves adopting and maintaining suitable aggregate leverage levels and debt maturity schedules, while maintaining flexibility in respect of potential capital expenditures.

In the event that LREIT incurs any future borrowings, the LREIT Manager will periodically review LREIT's capital management policy with respect to its aggregate leverage and modify its strategy in light of prevailing market conditions. The LREIT Manager will endeavour to employ long-term debt to the extent practicable in view of market conditions in existence from time to time.

As at 30 June 2024, LREIT had borrowings of approximately S$1,565.7 million with an aggregate leverage of 40.9% and an interest coverage ratio of 1.7 times.

The following chart illustrates the debt maturity profile of LREIT as at 30 September 2024.[11]

Maturity Profile of Drawn Committed Debt Facilities
(as at 30 September 2024)



(2) **Debt diversification strategy** – As and when appropriate, the LREIT Manager may consider diversifying sources of debt financing in the future by way of accessing the debt capital markets through the issuance of debt securities to further enhance the diversification of funding sources of LREIT.

(3) **Proactive risk management hedging strategy** – LREIT will endeavour to utilise interest rate and currency risk management hedging strategies, where appropriate. The LREIT Manager intends to adopt the following risk management policies in relation to its hedging transactions: (i) net foreign currency exposures will be hedged to a fixed exchange rate as appropriate based on reasonable projections of distributable income from the underlying assets and projected expenses denominated in foreign currencies; and (ii) at least 50% of LREIT's borrowings will be hedged to a fixed interest rate.

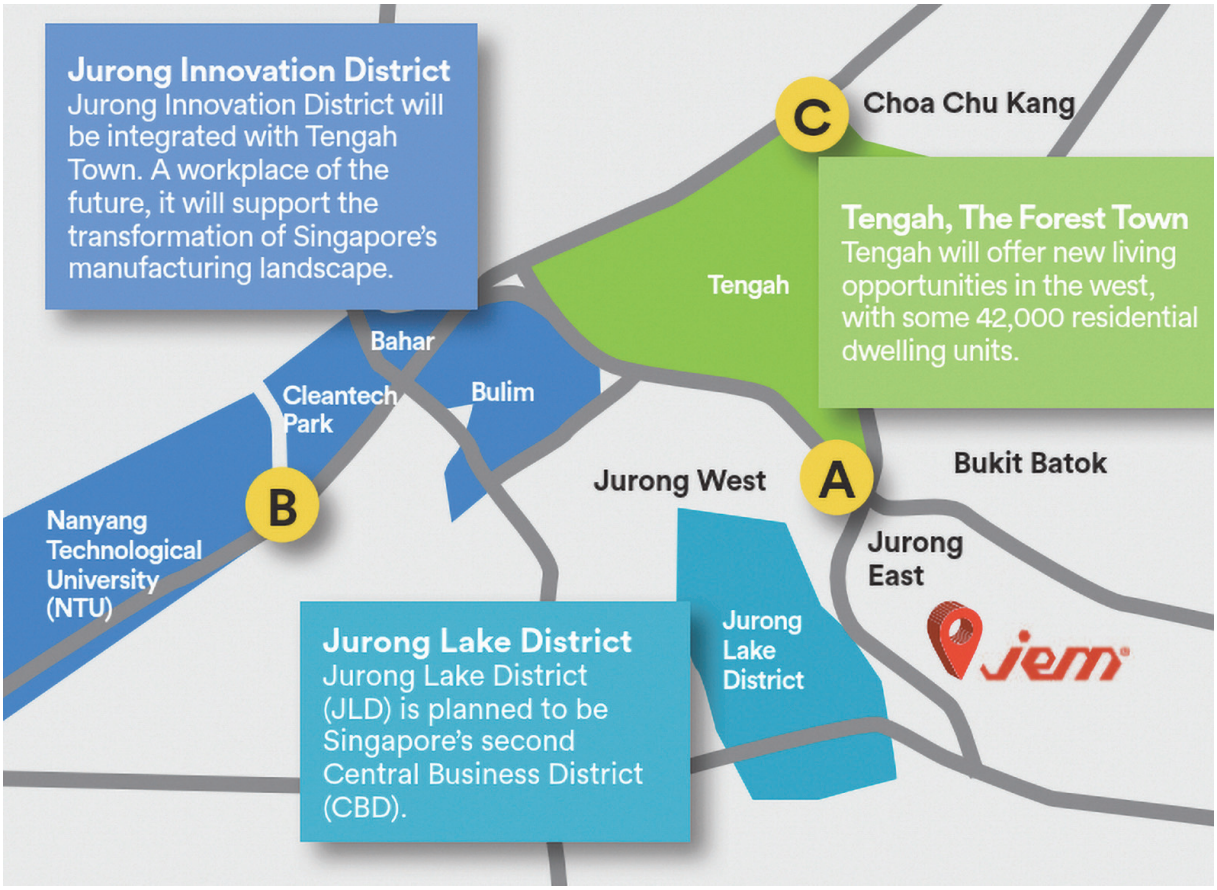
[11] Based on €:S$ exchange rate of €1:S$1.43038 as at 30 September 2024.

THE PROPERTIES

As at 30 June 2024, the Properties have a total NLA of 2,030,967 square feet comprising 870,773 square feet of retail NLA and 1,160,194 square feet of office NLA.

Singapore - Jem

50 and 52 Gateway Jurong Gateway Road, Singapore 608549 & 608550



Key information on Jem

The table below sets out a summary of selected information on Jem as at 30 September 2024, unless otherwise stated:

No. of buildings	1
Property Type	Integrated Office and Retail
Title	Leasehold of 99 years commencing from 27 September 2010
Purchase Consideration	S$2,079.0 million
Acquisition Date	22 April 2022
Ownership	100.0%
NLA (square feet) as at 30 June 2024	893,044
Committed Occupancy	100.0%
FY2024 Net Property Income	S$95.2 million
Capitalisation Rate as at 30 June 2024	Retail: 4.50% Office: 3.50%
Valuation as at 30 June 2024	S$2,254.0 million

Jem is an integrated office and retail asset located in Jurong Gateway, the commercial hub of the Jurong Lake District. It is situated next to Jurong East MRT station and bus interchange. It is one of the largest suburban malls in Singapore with retail space across six levels. It also comprises 12 levels of office space which have been fully leased to the MND.

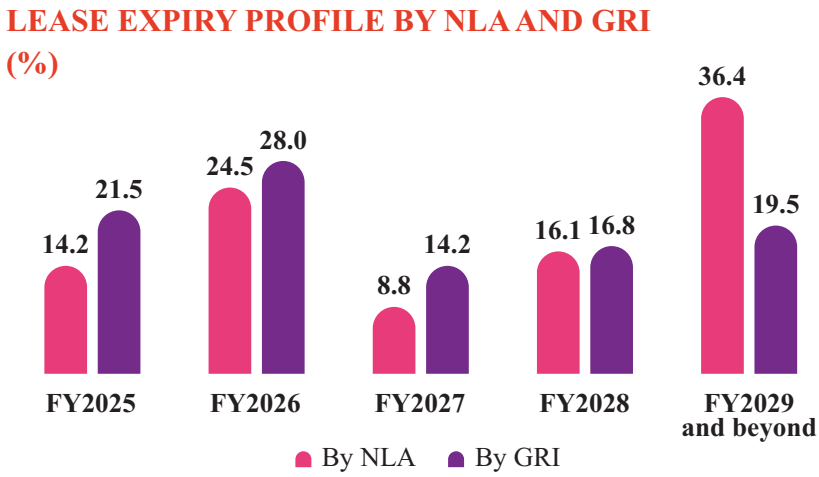
The property enjoys direct connectivity to both the Jurong East MRT station and bus interchange and is near amenities such as the Ng Teng Fong General Hospital and Jurong Regional Library.

The property is Green Mark Platinum certified and is the first mixed-use asset in Singapore to receive the Building and Construction Authority's Universal Design Mark Gold Plus Design Award.

As at 30 June 2024, the Property has a NLA of about 893,044 square feet. Its retail and office space (by NLA) account for 65% and 35%, respectively. Anchor tenants within the retail space include IKEA (its first small-store concept in Southeast Asia), FairPrice Xtra (a hypermarket), Cathay Cineplexes and Don Don Donki (a popular Japanese discount store chain). Other major retail tenants include H&M, Kopitiam Food Hall, Uniqlo and Courts.

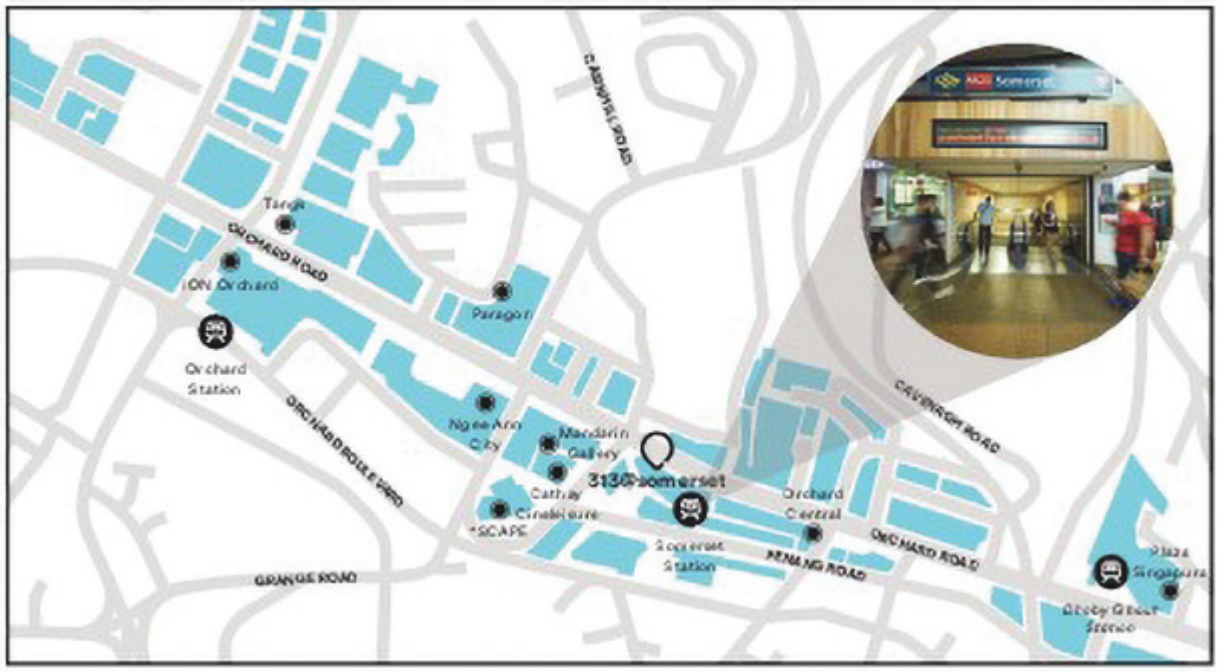
Lease expiry profile for Jem by NLA and GRI (as at 30 June 2024)

The chart below illustrates the lease expiry profile of Jem by NLA and GRI as at 30 June 2024.



Singapore - 313@somerset

313 Orchard Road, Singapore 238895



Key information on 313@somerset

The table below sets out a summary of selected information on 313@somerset as at 30 September 2024, unless otherwise stated:

No. of buildings	1
Property Type	Retail
Title	Leasehold of 99 years commencing from 21 November 2006
Purchase Consideration	S$1,003.0 million
Acquisition Date	2 October 2019
Ownership	100.0%
NLA (square feet) as at 30 June 2024	288,946
Committed Occupancy	99.6%
FY2024 Net Property Income	S$37.9 million
Capitalisation Rate as at 30 June 2024	4.25%[12]
Valuation as at 30 June 2024	S$1,037.0 million

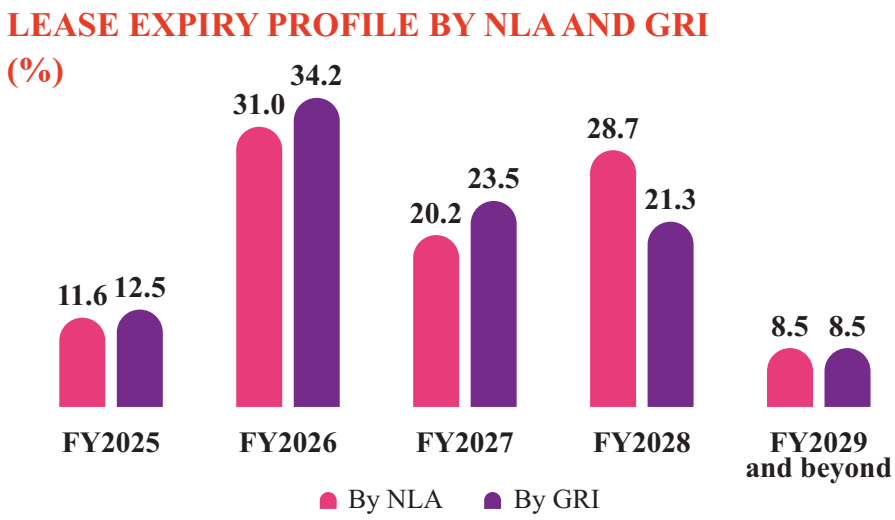
313@somerset is located between Somerset Road and Orchard Road. It is situated along Orchard Road, the major shopping belt and tourist attraction in Singapore. 313@somerset has direct access to Somerset MRT Station on basement 2 and is connected to the adjacent retail mall of Orchard Gateway on levels 1 and 4.

313@somerset is a retail mall which spans eight levels, comprising three basement levels (basement 3 to basement 1) and five levels above ground (level 1 to 5). There are 220 car parking lots located on levels 6 and 7. 313@somerset garnered the BCA Green Mark Platinum Award.

It has a total of 153 committed tenancies with a focus on trade sectors of food and beverage (43.5% of GRI), and fashion and accessories (19.5% of GRI) (as at 30 June 2024). Discovery Walk at the ground level houses a cluster of restaurants, bars and lounges while the upper floors house stores selling fashion and accessories, athleisure, lifestyle accessories and branded footwear.

Lease expiry profile for 313@somerset by NLA and GRI (as at 30 June 2024)

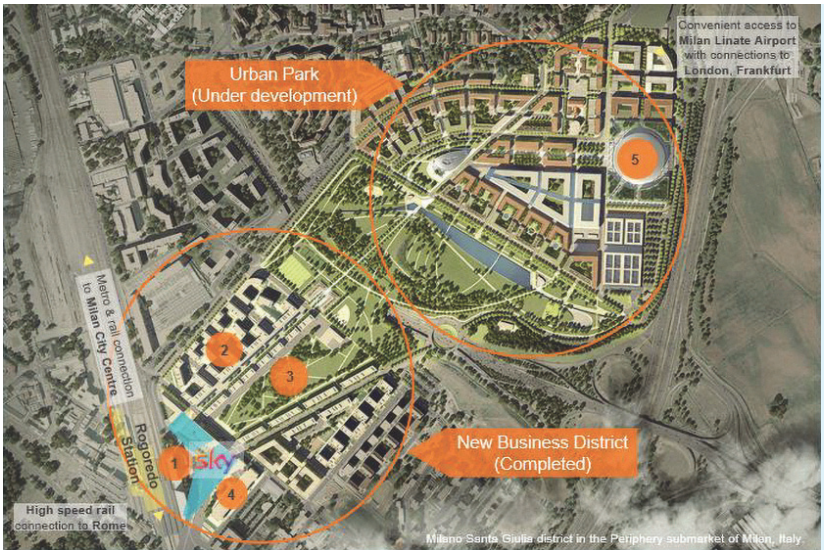
The chart below illustrates the lease expiry profile of 313@somerset by NLA and GRI as at 30 June 2024.



[12] Refers to operating asset only.

Milan - Sky Complex

Via Monte Penice 7 and Via Luigi Russolo 9, 20138 Milan, Italy



Key information on Sky Complex

The table below sets out a summary of selected information on Sky Complex as at 30 September 2024, unless otherwise stated:

No. of buildings	3
Property Type	Grade A commercial[13]
Title	Freehold
Purchase Consideration	€262.5 million
Acquisition Date	2 October 2019
Ownership	100.0%
NLA (square metres) as at 30 June 2024	78,873
Committed Occupancy	75.0%
FY2024 Net Property Income	S$32.2 million
Terminal Capitalisation Rate as at 30 June 2024	6.00%
Valuation as at 30 June 2024	€263.1 million

Sky Complex is located in the southeast area of the Milan Municipality, which is the main industrial, commercial and financial centre of Italy. Its appraised value is €263.1 million (S$382.2 million[14]) as at 30 June 2024.

It is situated within the southern part of the district of Milano Santa Giulia which is located between the districts of Rogoredo and Taliedo. Milano Santa Giulia is a 110-hectare mixed-use development with the potential for 3,400 homes alongside a new commercial office, retail, and entertainment district (106,000 sqm of office and 75,000 sqm of retail, leisure, and arena). Sky Complex is situated in the area flanked by Via Luigi Russolo on the northwest and Via Monte Penice on the southeast and is located within the Milan Periphery office submarket of Milan. The immediate surrounding area is characterised by the presence of residential buildings and small shops on the ground floors.

Sky Complex is accessible via public transport. The Rogoredo subway station is located about 150 metres away, providing access to Yellow-MM3 line of the Milan Metro network and served by multiple bus lines. The closest railway station is Milano Rogoredo, also located about 150 metres away. The station is served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples.

[13] Predominantly office and television studios.

[14] Based on the €:S$ exchange rate of €1:S$1.452 as at 30 June 2024.

Linate Airport is located about 7.5 kilometres from the buildings and is 10 minutes by car accessible from the San Donato exit of the Tangenizale Est (Milan ring-road) and 40 minutes by public transportation. Sky Complex is also accessible by car. It is close to the A1 Motorway – Autostrada del Sole (exit "San Donato Milanese", about 1km distance) and the A51 East Milan Ring Road – Tangenziale Est di Milano (exit "Milano Rogoredo/San Donato Milanese", about 1km distance).

Sky Complex comprises three commercial buildings with a total of 78,873 square metres (net lettable area) of office spaces, television studios and technical rooms, as well as an underground car park comprising 501 spaces. All three buildings have Grade A commercial building specifications and are equipped with facilities such as floating floors and suspended ceilings with integrated cable ducts.

Completed in 2008, buildings 1 and 2 are connected via a link, allowing for ease of access between the buildings. Building 3, completed in 2015, is the newest of the three buildings. All three buildings have achieved LEED Gold certification. The Spark Business District, where Sky Complex is located, also garnered the LEED Neighbourhood Development Gold certification.

On 18 December 2023, the LREIT Manager completed a strategic lease restructuring exercise for Sky Complex to mitigate tenant concentration risk. Prior to the restructuring, Sky Complex was fully leased to Sky Italia, a subsidiary of Comcast Corporation, one of the world's largest broadcasting and cable television companies, until 2032, subject to tenant's option to pre-terminate in 2026. With the restructured lease, Buildings 1 and 2 remain tenanted to Sky Italia for an initial term of nine years and one month commencing on 15 December 2023 till January 2033, with an option given to Sky Italia to renew for an additional term of six years. Sky Italia will not have a right to pre-terminate the restructured lease. In addition, the annual rent for Buildings 1 and 2 was revised upwards by approximately 1.5%.

Post the lease restructuring exercise, Building 3 will be redesigned for multi-tenancy use. This enhancement together with Building 3's LEED Gold certifications and the upcoming 2026 Winter Olympics will place Building 3 in a good position to secure new tenants at prevailing market rates, which will contribute to total revenue. The REIT Manager is currently in the process of leasing out Building 3. In addition, an amount equivalent to approximately two years of prevailing rent of Building 3 has been provided by Sky Italia as a form of supplementary rent whilst Building 3 is being leased out.

Other investments

Singapore - Parkway Parade

The table below sets out a summary of selected information on Parkway Parade as at 30 September 2024, unless otherwise stated:

No. of buildings	1
Property Type	Retail & Office
Purchase Consideration	S$85.2 million
Acquisition Date	5 June 2023
Ownership	10.0%

Parkway Parade is conveniently located approximately eight kilometres to the east of Singapore's Central Business District in Marine Parade. Parkway Parade is one of Singapore's first major and biggest suburban malls, offering the largest range of stores on the East Coast of Singapore with over 250 stores located across seven levels.

Parkway Parade is well-connected to public transportation and easily accessible via major expressways. With the newly opened Marine Parade MRT Station, its accessibility to major expressways and public transportation has been enhanced. To capitalise on the increased accessibility and foot traffic from the new MRT station, Parkway Parade has asset enhancement plans to build a direct linkway connecting the MRT station to the mall.

Singapore - Multifunctional Event Space

The table below sets out a summary of selected information on the Multifunctional Event Space as at 30 September 2024, unless otherwise stated:

Site Area (square feet) as at 30 June 2024	Approximately 48,200[15]
Gross Floor Area (square feet) as at 30 June 2024	Approximately 86,500[15]
Percentage of interest	100%

LREIT was awarded the tender to redevelop the 48,200 square feet[15] car park at Grange Road in June 2020. The site is to be redeveloped into a multifunctional event space. With a combined NLA with 313@somerset of approximately 330,000 square feet[15], it enlarges and strengthens LREIT's retail presence in the Somerset precinct. The space is envisioned to be an experiential innovative lifestyle destination that features creative use of communal spaces and themed events to promote social networking and wellness. Construction of the event space is expected to commence towards the end of 2024 and will take approximately 12 to 18 months to complete.

Live Nation, a leading global live entertainment company, is signed on as an anchor tenant.

INSURANCE

The LREIT Manager believes that the Properties are insured in accordance with the industry practices in Singapore and Italy. The coverage, subject to local policy limitations, include fire accident, property damage by, *inter alia*, fire, storm, floods and civil commotion, terrorism, business interruption and public liability (including personal injury). There are no unusual excess or deductible payments required under such policies based on the LREIT Manager's experience and understanding of industry practice. All insurance contracts are periodically reviewed by the LREIT Manager.

There are, however, certain types of risks that are not covered by such insurance policies, such as acts of war, fraudulent or dishonest acts, nuclear or radio-active contamination, contamination or other long-term environmental impairments.

(For more details, please see "*Risk Factors – Risks Relating to the Properties – The Group may not be able to put in place or maintain adequate insurance in relation to its Properties and its potential liabilities to third parties or may suffer material losses in excess of insurance proceeds*".)

STRUCTURE OF LREIT

The LREIT Manager has general powers of management over the assets of LREIT. The LREIT Manager's main responsibility is to manage LREIT's assets and liabilities. The LREIT Manager sets the strategic direction of LREIT and gives recommendations to the LREIT Trustee on the acquisition, divestment, development and/or enhancement of assets of LREIT in accordance with its stated investment strategy.

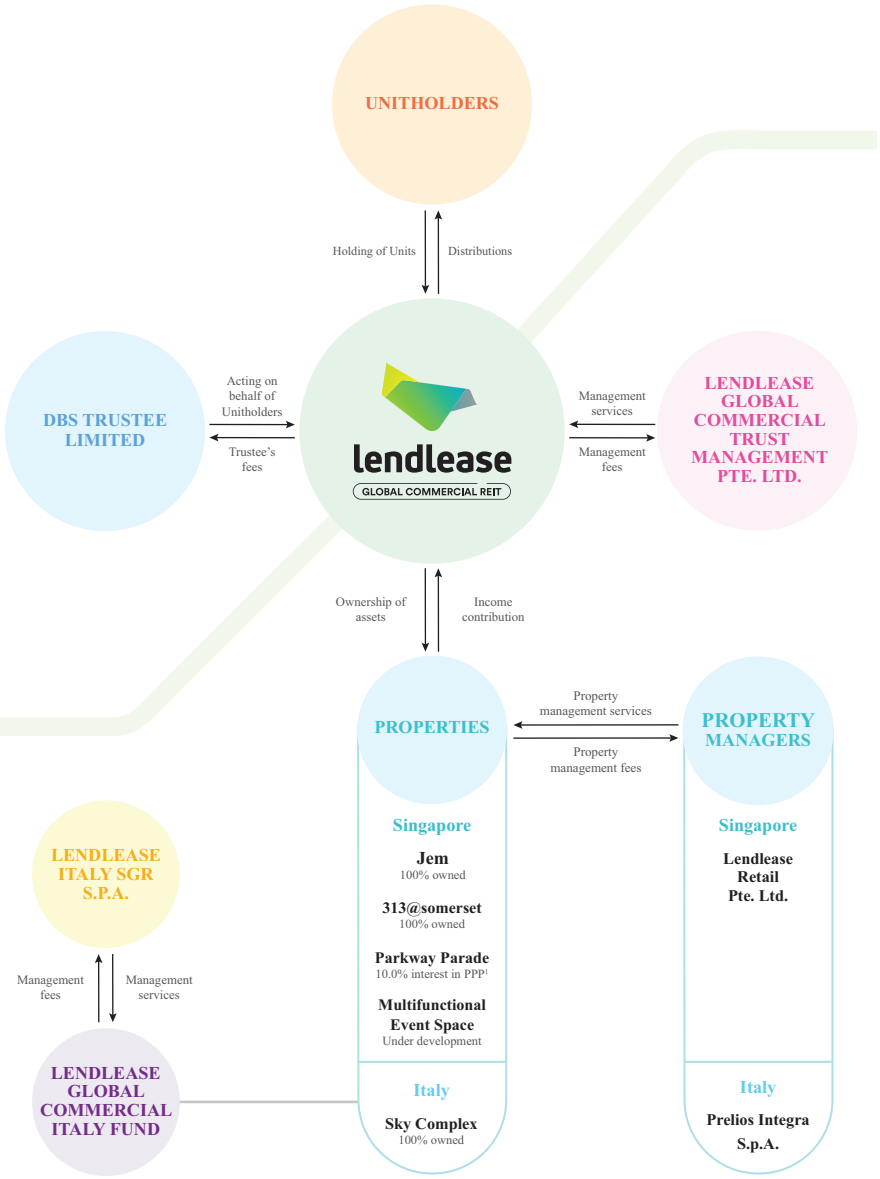
The Singapore Property Manager is a member of the Sponsor Group. It is responsible for providing property management, lease management, project management and marketing services in respect of any properties acquired by the LREIT Trustee in Singapore on behalf of LREIT (including the Singapore Properties), whether such properties are directly or indirectly held, or wholly or partly owned by LREIT, subject to the overall management and supervision of the LREIT Manager.

The Italy AIF holds the Milan Property and is an alternative investment fund ("**AIF**") managed by Lendlease Italy SGR S.p.A. in its capacity as the alternative investment fund manager ("**AIF Manager**"). The Italy AIF is constituted under the laws of Italy, and whose units are wholly-owned by LREIT (acting through the LREIT Manager) through its wholly-owned subsidiary, Lendlease Global Commercial (IT) Pte. Ltd., in its capacity as unitholder.

[15] Floor area and scheme are subject to final design and approval by the authorities.

The AIF Manager has appointed the Milan Property Manager to provide property management services, building management services, project management services and construction supervision services to the Milan Property. The Milan Property Manager is a third-party professional property manager that is unrelated to the Sponsor. The Milan Property Manager is the property management company of Prelios Group, which has approximately €39 billion in assets under management as at 31 December 2023.

The following diagram illustrates the relationship between, among others, LREIT, the LREIT Manager, the LREIT Trustee, the Singapore Property Manager, the Milan Property Manager and LREIT's Unitholders as at the Latest Practicable Date:



[1] LREIT owns a 10.0% interest in PPP, which holds an indirect 100% interest in 291 strata lots in Parkway Parade, representing 77.09% of the total share value of the strata lots in Parkway Parade.

SUSTAINABILITY INITIATIVES

a) Increased efforts in sustainability-linked financing

LREIT started tapping on sustainability-linked financing in 2022. In February 2022, LREIT obtained a S$860 million sustainability-linked loan, one of the largest in the S-REIT market, to fund the acquisition of Jem. LREIT garnered the Best Sustainability-linked Loan Award Singapore at the Asset Triple A Sustainable Capital Markets Awards 2022, and also won the SBR National Business Awards 2023 for its financing solution

which included the loan. Subsequently in July 2022, the LREIT Manager refinanced LREIT's existing loan facility with a second sustainability-linked loan. On 20 April 2023, LREIT obtained a €300 million unsecured five-year sustainability-linked loan facility to refinance its euro loan that matured in FY2024.

As at 30 September 2024, sustainability-linked loans account for approximately 85% of LREIT's total committed debt facilities. The sustainability-linked loans have delivered interest savings since their establishment as LREIT achieved its sustainability outcomes and attained Net Zero Carbon (Scope 1 & 2)[16].

b) New ESG Committee

In April 2024, LREIT established an ESG Committee to assist the Board in providing oversight on ESG matters and setting strategic objectives, with a focus on value creation, innovation and sustainability.

c) Sustainable Supply Chain

The Manager has stringent due diligence processes outlining the expectations for which its operations and supply chains should operate. In addition to these processes, for existing suppliers, sanctions screenings are conducted annually. All new business partners will undergo a screening for environmental and social impacts, and are also required to acknowledge the Supplier Code of Conduct before collaborating with Lendlease as a group. These processes cover any negative environmental or social impacts within the suppliers' operations including human rights violations and child labour. In FY2024, 100% of LREIT's new suppliers were screened for environmental and social impacts before being onboarded. No significant instances of negative impacts were identified.

The sustainability-linked financing, together with LREIT's continuous efforts to drive sustainability initiatives in LREIT's asset operations, underlines LREIT's comprehensive approach towards its vision to achieve sustainable economic growth and create vibrant and resilient communities and cities by taking part in climate action.

THE LREIT TRUSTEE

The Issuer is the trustee of LREIT. For more information on the Issuer, please see "*Description of the Issuer – Overview*".

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

Powers, Duties and Obligations of the LREIT Trustee

The LREIT Trustee's powers, duties and obligations are set out in the LREIT Trust Deed. The powers and duties of the LREIT Trustee include:

(1) acting as trustee of LREIT 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 LREIT with a Related Party of the LREIT Manager, the LREIT Trustee or LREIT are conducted on normal commercial terms, are not prejudicial to the interests of LREIT or the Unitholders, and in accordance with all applicable requirements under the Property Funds Appendix and/or the Listing Manual relating to the transaction in question;

(2) holding the assets of LREIT on trust for the benefit of the Unitholders in accordance with the LREIT Trust Deed; and

(3) exercising all the powers of the LREIT Trustee and the powers that are incidental to the ownership of the assets of LREIT.

The LREIT Trustee has covenanted in the LREIT Trust Deed that it will exercise all due care, diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unitholders.

[16] LREIT achieved Net Zero Carbon (Scope 1 & 2 market based emission) for its Singapore portfolio in FY2023.

In the exercise of its powers, the LREIT Trustee may (on the recommendation of the LREIT Manager) and subject to the provisions of the LREIT Trust Deed, acquire or dispose of any real or personal property, borrow or encumber any asset.

The LREIT Trustee may, subject to the provisions of the LREIT Trust Deed, appoint and engage:

(1) a person or entity to exercise any of its powers or perform its obligations; and

(2) any real estate agents or managers or service providers or such other persons, including a Related Party of the LREIT Manager on an arm's length basis and on normal commercial terms, in relation to the project management, development, leasing, lease management, marketing, property management, purchase or sale of any real estate assets and real estate-related assets.

Subject to the LREIT Trust Deed and the relevant laws, regulations and guidelines, the LREIT Manager may require the LREIT Trustee to borrow or raise money or guarantee any indebtedness for the purposes of LREIT, either on a secured or unsecured basis.

The LREIT Trustee must carry out its functions and duties and comply with all the obligations imposed on it as set out in the LREIT Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Take-Over Code, any tax ruling and all other relevant laws. It must retain LREIT's assets, or cause LREIT's assets to be retained, in safe custody and cause LREIT's accounts to be audited. Pursuant to the LREIT Trust Deed, it can appoint any custodian, joint-custodian or sub-custodian (including, without limitation, any Related Party of the LREIT Trustee) in relation to the whole or any part of LREIT's assets. It can appoint valuers to value the real estate assets and real estate-related assets of LREIT.

The LREIT Trustee is not personally liable to a Unitholder in connection with the office of the LREIT Trustee except in respect of its own fraud, gross negligence, wilful default, breach of the LREIT Trust Deed or breach of trust. Any liability incurred and any indemnity to be given by the LREIT Trustee shall be limited to the assets of LREIT over which the LREIT Trustee has recourse, provided that the LREIT Trustee has acted without fraud, gross negligence, wilful default, breach of the LREIT Trust Deed or breach of trust. The LREIT Trust Deed contains certain indemnities in favour of the LREIT Trustee under which it will be indemnified out of the assets of LREIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

Retirement and Replacement of the LREIT Trustee

The LREIT Trustee may retire or be replaced under the following circumstances:

(1) The LREIT 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 LREIT Trust Deed).

(2) The LREIT Trustee may be removed by notice in writing to the LREIT Trustee by the LREIT Manager:

- if the LREIT Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the LREIT Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the LREIT Trustee;

- if the LREIT Trustee ceases to carry on business;

- if the LREIT Trustee is in breach of any material obligation imposed on the LREIT Trustee by the LREIT Trust Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the LREIT Manager, provided that at the end of 60 days, the cure period may be extended for such other period as may be agreed between the LREIT Manager and the LREIT Trustee;

- if the Unitholders, by Extraordinary Resolution duly passed at a meeting of Unitholders held in accordance with the provisions of the LREIT Trust Deed, and of which not less than 21 days' notice has been given to the LREIT Trustee and the LREIT Manager, shall so decide; or

- if the MAS directs that the LREIT Trustee be removed.

THE LREIT MANAGER

Lendlease Global Commercial Trust Management Pte. Ltd. is the manager of LREIT. The LREIT Manager was incorporated in Singapore under the Companies Act on 21 January 2019. As at the date of this Offering Circular, the LREIT Manager has an issued and paid-up capital of S$1,000,000. Its registered office is located at 2 Tanjong Katong Road, #05-01 PLQ 3, Paya Lebar Quarter, Singapore 437161.

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

Shareholding

As at the Latest Practicable Date, the shareholder of the LREIT Manager is Lendlease Singapore Holdings Pty Limited, an indirect wholly-owned subsidiary of the Sponsor, Lendlease Corporation Limited.

The Sponsor is part of the Lendlease Group, which comprises the Sponsor, Lendlease Trust and their subsidiaries. The Lendlease Group is a market-leading integrated real estate business in Australia with an international investment management platform. Lendlease leverages its investment management and asset creation skills, as well as development and construction capability, to deliver shaping projects and create strong and connected communities. The key differentiator is end-to-end capability across real estate from concept and planning to design and delivery, through to capital partnering and investment management. In partnership with stakeholders, Lendlease aims to create social, environmental and economic value for cities, communities, partners and securityholders. Lendlease's business comprises three segments:

- Investments – the segment comprises international fund and asset management platforms and the Group's real estate co-investment portfolio.

- Development – the segment is focused on the creation of mixed-use precincts in Australia, including sustainable workplaces, apartments for rent and select luxury apartments for sale.

- Construction – the segment focuses on Australia and provides external project management, design and construction services, predominantly in the defence, social infrastructure and commercial sectors.

The LREIT Manager will be able to benefit from the Sponsor Group's experience and track record in investing in real estate and managing property funds, thus assisting to identify investment opportunities.

Roles and Responsibilities of the LREIT Manager

The LREIT Manager has general powers of management over the assets of LREIT. The LREIT Manager's main responsibility is to manage LREIT's assets and liabilities for the benefit of Unitholders. The LREIT Manager will set the strategic direction of LREIT and give recommendations to the LREIT Trustee on the acquisition, divestment, development and/or enhancement of assets of LREIT in accordance with its stated investment strategy.

The LREIT Manager will provide, among others, the following services to LREIT:

(1) **Investment**: Formulating LREIT's investment strategy, including determining the location, sub-sector type and other characteristics of LREIT's property portfolio, overseeing negotiations and providing supervision in relation to investments of LREIT and making final recommendations to the LREIT Trustee.

(2) **Asset management**: Formulating LREIT's asset management strategy, including determining tenant mix, asset enhancement works and rationalising operation costs. Providing supervision in relation to asset management of LREIT and making final recommendations to the LREIT Trustee on material matters.

(3) **Capital management**: Formulating plans for equity and debt financing for LREIT's property acquisitions, distribution payments, expense payments and property maintenance payments, executing capital and financial risk management plans, negotiating with financiers and underwriters and making final recommendations to the LREIT Trustee.

(4) **Accounting**: Preparing accounts, financial reports and annual reports for LREIT on a consolidated basis.

(5) **Compliance**: Making all regulatory filings on behalf of LREIT, and using commercially reasonable efforts to assist LREIT in complying with the applicable provisions of the SFA and all other relevant legislation, the Listing Manual, the CIS Code (including the Property Funds Appendix), the Take-Over Code, the LREIT Trust Deed, the CMS Licence, any tax ruling and all relevant contracts.

(6) **Investor relations and ESG**: Communicating and liaising with investors, analysts and the investment community.

The LREIT Manager has covenanted in the LREIT Trust Deed to use its best endeavours to:

(1) carry on and conduct its business in a proper and efficient manner;

(2) ensure that LREIT's operations are carried on and conducted in a proper and efficient manner; and

(3) conduct all transactions with or for LREIT on an arm's length basis and on normal commercial terms.

The LREIT Manager will prepare asset plans on a regular basis, which may contain proposals and forecasts on gross revenue, capital expenditures, sales and valuations, explanations of major variances to previous forecasts, written commentary on key issues and any relevant assumptions. The purpose of these plans is to monitor the performance of LREIT's properties.

Against the backdrop of a changing retail landscape, the LREIT Manager is also tapping on technology to open up new choices and experiences for shoppers, in delivering an omnichannel shopping experience.

The LREIT Manager will continue to improve the underlying performance of LREIT's assets, engage with tenants to build strong relationships and adopt proactive asset management strategies to reduce costs and noncore expenditures.

The LREIT Manager may require LREIT to borrow or may recommend that its subsidiaries borrow, (upon such terms and conditions as the LREIT Manager deems fit, including the charging or mortgaging of all or any part of the Deposited Property) whenever the LREIT Manager considers that such borrowings are necessary or desirable including in order to enable LREIT to meet any liabilities or to finance the acquisition of any property. However, the LREIT Manager must not direct the LREIT Trustee, or such subsidiary, to incur a borrowing if to do so would mean that LREIT's total borrowings and deferred payments will exceed the limit stipulated by the MAS based on the value of its Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units).

In the absence of fraud, gross negligence, wilful default or breach of the LREIT Trust Deed by the LREIT 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 LREIT Trust Deed. In addition, the LREIT 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 LREIT 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 LREIT Trust Deed by the LREIT Manager.

The LREIT Manager may, in managing LREIT and in carrying out and performing its duties and obligations under the LREIT Trust Deed, with the written consent of the LREIT 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 LREIT Trust Deed, provided always that the LREIT Manager shall be liable for all acts and omissions of such persons as if such acts and omissions were its own.

Retirement or Removal of the LREIT Manager

The LREIT Manager shall have the power to retire in favour of a corporation recommended by the LREIT Manager and approved by the LREIT Trustee to act as the manager of LREIT. Also, the LREIT Manager may be removed by notice given in writing by the LREIT Trustee if:

(1) the LREIT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the LREIT Trustee) or if a receiver is appointed over its assets or a judicial manager is appointed in respect of the LREIT Manager;

(2) the LREIT Manager ceases to carry on business;

(3) the LREIT Manager is in breach of any material obligation imposed on the LREIT Manager by the LREIT Trust Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the LREIT Trustee, provided that at the end of the 60 days, the cure period may be extended for such period as may be agreed between the LREIT Manager and the LREIT Trustee;

(4) the Unitholders by a resolution passed by a simple majority of Unitholders present and voting at a meeting of Unitholders duly convened in accordance with the LREIT Trust Deed, with no Unitholder (including the LREIT Manager and its Related Parties) being disenfranchised, vote to remove the LREIT Manager;

(5) for good and sufficient reason the LREIT Trustee is of the opinion that the actions of the LREIT Manager harms the interests of the Unitholders, and so states in writing such reason and opinion, that a change of LREIT Manager is desirable in the interests of the Unitholders; or

(6) the MAS directs the LREIT Trustee to remove the LREIT Manager.

Where the LREIT Manager is removed on the basis that a change of the LREIT Manager is desirable in the interests of the Unitholders, the LREIT Manager has a right under the LREIT Trust Deed to refer the matter to arbitration in accordance with the provisions of the Arbitration Act 2001 of Singapore, before three arbitrators, the first of whom shall be appointed by the LREIT Manager, the second of whom shall be appointed by the LREIT Trustee and the third of whom shall be appointed by the Chairperson for the time being of the SGX-ST (failing which appointment, the third arbitrator shall be jointly appointed by the Manager and the Trustee) and any decision made pursuant to such arbitration proceedings shall be binding upon the LREIT Manager, the LREIT Trustee and all Unitholders.

Board of Directors and Executive Officers of the LREIT Manager

The Board of Directors of the LREIT Manager as at the date of this Offering Circular are:

Name	**Position**
Mr Justin Marco Gabbani	Chairperson and Non-Independent Non-Executive Director
Dr Tsui Kai Chong	Lead Independent Non-Executive Director
Mrs Lee Ai Ming	Independent Non-Executive Director
Mr Simon John Perrott	Independent Non-Executive Director
Ms Penelope Jane Ransom	Non-Independent Non-Executive Director

Experience and Expertise of the Board of Directors of the LREIT Manager

Information on the business and working experience of the directors of the LREIT Manager as at the date of this Offering Circular is set out below:

Chairperson and Non-Independent Non-Executive Director, Mr Justin Marco Gabbani

Mr Justin Marco Gabbani is the Chairperson of the Board, a Non-Independent Non-Executive Director of the Manager, and a Member of the Audit and Risk Committee.

Mr Gabbani is also the Chief Executive Officer ("**CEO**"), Investment Management of Lendlease, where he is responsible for developing and implementing the global strategy and overseeing the day-to-day operations of the Lendlease Investment Management business. He joined Lendlease Group in Sydney in 2003 and has been based in Singapore since 2011.

Mr Gabbani has over 20 years' experience including strategy, investment management, capital markets, corporate finance, development and construction across Asia Pacific and Europe. He previously served as CEO, Asia, responsible for the investment management, development and construction businesses across the Asia region.

Mr. Gabbani holds a Bachelor of Finance and Bachelor of Commerce from Bond University, Queensland and is a Chartered Accountant (CA).

Lead Independent Non-Executive Director, Dr Tsui Kai Chong

Dr Tsui Kai Chong is the Lead Independent Non-Executive Director of the Manager. He is also the Chairperson of the Audit and Risk Committee, a Member of the Nomination and Remuneration Committee and a Member of the Environmental, Social and Governance Committee.

Dr Tsui was previously the Provost of the Singapore University of Social Sciences from 2005 to 2021.

Dr Tsui is also currently an independent non-executive director of Digital Core REIT Management Pte. Ltd., the manager of Digital Core REIT. He had previously served as a member of the boards of the Intellectual Property Office of Singapore, IP Academy, National Council of Social Service, Keppel Land Limited and was also chairman of the manager of Keppel REIT.

Dr Tsui received his Chartered Financial Analyst qualification in 1993. He holds a MPhil, Finance, and a PhD, Finance, from the Graduate School of Business Administration of New York University.

Independent Non-Executive Director, Mrs Lee Ai Ming

Mrs Lee Ai Ming is an Independent Non-Executive Director of the Manager. She is also the Chairperson of the Nomination and Remuneration Committee, a Member of the Audit and Risk Committee and a Member of the Environmental, Social and Governance Committee.

Mrs Lee has been a Senior Consultant with Dentons Rodyk & Davidson LLP since 2015. Prior to that, she was the Deputy Managing Partner of Dentons Rodyk & Davidson LLP (then known as Rodyk & Davidson LLP), having joined the firm in 1982. She is currently an independent director of Homestolife Ltd, and a director and Audit and Risk Management Committee member of Temasek Life Sciences Laboratory Limited. Mrs Lee has previously served on the boards of Keppel Telecommunications & Transportation Ltd., HTL International Holdings Pte. Ltd., Keppel Land Limited, Keppel REIT Management Limited (the manager of Keppel REIT) and the Agri-Food and Veterinary Authority as an independent director. She is also a Justice of the Peace, having been appointed in 2016.

Mrs Lee holds a Bachelor of Laws (Honours) from the University of Singapore (now known as the National University of Singapore).

Independent Non-Executive Director, Mr Simon John Perrott

Mr Simon John Perrott is an Independent Non-Executive Director of the Manager. He is also the Chairperson of the Environmental, Social and Governance Committee, a Member of the Nomination and Remuneration Committee and a Member of the Audit and Risk Committee.

Mr Perrott was previously the Chairperson of CIMB Bank Australia from 2012 to 2014 and the Chairperson of RBS Australia from 2009 to 2012. From 2002 to 2009, he held various roles in ABN AMRO Bank N.V. where his last held role was Co-Head of Banking. He is currently also the chairperson and independent non-executive director of Lendlease Real Estate Investments Limited, a wholly-owned subsidiary of Lendlease Corporation, which holds an Australian financial services licence granted by the Australian Securities and Investments Commission and which is the fund manager of certain of Lendlease's funds. In addition, Mr Perrott is an independent non-executive director of Retirement Benefit Fund Pty Limited, which is the trustee for the Lendlease Retirement Benefit Fund, a non-profit organisation. He is also the chairperson and non-executive director of The Wayside Chapel, a charity and parish mission in Sydney.

Mr Perrott holds a Bachelor of Science from the University of Melbourne and a Master of Business Administration from the University of New South Wales.

Non-Independent Non-Executive Director, Ms Penelope Jane Ransom

Ms Penelope Jane Ransom is a Non-Independent Non-Executive Director of the Manager, a Member of the Nomination and Remuneration Committee and a Member of the Environmental, Social and Governance Committee.

She is also the Chief Investment Officer ("**CIO**") at Lendlease where she is responsible for capital allocation across the Lendlease business, and leading a centralised team focused on third party capital raising and product development. Ms Ransom was previously the Group Head of Investments and Managing Director Investments, Europe.

Ms Ransom has more than 30 years of institutional real estate, transactional and investment management experience, and has been with Lendlease for over 15 years at various intervals. She is a member of the Royal Institution of Chartered Surveyors (RICS) and a member of Chief Executive Women (CEW) in Australia.

Ms Ransom has a Bachelor of Business (Land Economics), a Graduate Diploma in Applied Finance and Investment and undertook the Saïd Business School, University of Oxford Advanced Management and Leadership Programme in 2019.

Experience and Expertise of the Management Team of the LREIT Manager

Name	Position
Mr Kelvin Chow	Chief Executive Officer
Ms Teo Lay Ting	Executive General Manager, Finance
Ms Loh Kar Yen	Head of Asset Management
Mr Victor Shen Weide	Financial Controller
Ms Ling Bee Lin	Head of Investor Relations and ESG
Mr Mark Yong	Investment Manager

Chief Executive Officer, Mr Kelvin Chow

Mr Chow leads the team and oversees the REIT business including investment, asset management, finance, investor relations and compliance. His areas of expertise span REITs, private funds and capital markets and has more than 30 years of experience working on direct real estate investments and fund management.

Under his leadership, LREIT's portfolio asset size and equity market capitalisation increased 2.6 times and 1.3 times respectively over the past five years. The REIT also bagged multiple accolades for its performance in various business operations and is the first S-REIT to achieve net zero carbon in FY2023, two years ahead of its target.

Prior to his appointment as the CEO, Mr Chow was the Managing Director of Investment Management in Lendlease Asia, responsible for overseeing the performance of the Asia funds. Before joining Lendlease Asia, he was the Chief Financial Officer at various REITs including Keppel REIT and Soilbuild REIT where he played a vital role to oversee the company's financial activities.

Mr Chow is currently a member of the executive committee of REITAS and co-chairperson of REITAS' sustainability taskforce. He holds a Master of Business Administration from Universitas 21 Global and is a Fellow of the Association of Chartered Certified Accountants as well as a member of the Institute of Singapore Chartered Accountants.

Executive General Manager, Finance, Ms Teo Lay Ting

Ms Teo has approximately 20 years of experience in investments and portfolio management, covering key aspects including investment assessment, fund raising, treasury, tax, finance, and investor relations. Prior to this appointment, Ms Teo was the Investment Director of Investment and Capital Markets in Lendlease where she played a key role in driving growth of the Asia business.

Before joining Lendlease, she was with various real estate institutions including GIC Real Estate and AMP Capital, where she was responsible for portfolio management and driving strategic business initiatives.

Ms Teo holds a Bachelor of Accountancy (First Class Honours) from the Nanyang Technological University and is a member of both the Institute of Singapore Chartered Accountants and the CFA Institute.

Head of Asset Management, Ms Loh Kar Yen

Ms Loh has more than 25 years of experience in real estate portfolio and asset management, valuation and lease management for private and public landlords, including close to 18 years in the Singapore REIT industry.

Before joining LREIT, she was in the portfolio and asset management role with various entities in the CapitaLand Group including CapitaLand Commercial Trust. Prior to CapitaLand, she also held positions in Keppel REIT and Ascendas REIT.

Ms Loh holds a Bachelor of Science Degree (Honours) in Estate Management from the National University of Singapore.

Financial Controller, Mr Victor Shen Weide

Mr Shen has approximately 20 years of experience in accounting, finance, budgeting, tax, compliance, audit and reporting, of which more than 7 years are in real estate investment finance and over 9 years are in SGX listed entities.

Prior to joining the Manager, he was a Finance Manager with Mapletree Logistics Trust Management Ltd responsible for its consolidation and reporting function.

Mr Shen holds a Bachelor of Business in Accountancy from the Singapore Institute of Management (RMIT University) and is a Certified Public Accountant with CPA Australia.

Head of Investor Relations and ESG, Ms Ling Bee Lin

Ms Ling has over 10 years of experience in investor relations and corporate communications. She leads the investor relations and ESG team responsible for cultivating relationships and facilitating clear, timely communications and engagements with Unitholders and stakeholders, including analysts and investors. Prior to joining the Manager, she was handling investor relations at a business trust listed on the SGX-ST and also held position in Group Corporate Communications for six years at a listed fund on the London Stock Exchange.

Ms Ling holds a Bachelor of Commerce Degree in Management and Hospitality & Tourism Management from Murdoch University.

Investment Manager, Mr Mark Yong

Mr Yong is responsible for formulating and executing LREIT's overall investment strategy globally. He leads the investment team to identify, evaluate and negotiate potential investment opportunities that are suitable and beneficial for the REIT. In addition, Mr Yong is involved in the capital market strategy of LREIT for each acquisition milestone. Prior to joining the Manager, Mr Yong was involved in managing private equity funds and investment mandates under Lendlease Investment Management in Asia.

Mr Yong holds a Bachelor of Science (Real Estate) with Honours (Highest Distinction) from the National University of Singapore.

THE SINGAPORE PROPERTY MANAGER

Lendlease Retail Pte. Ltd. is the property manager of the Singapore Properties as well as any properties that are subsequently acquired by the LREIT Trustee on behalf of LREIT, whether such properties are directly or indirectly held by LREIT, or are wholly or partly owned by LREIT. The Singapore Property Manager was incorporated in Singapore under the Companies Act on 9 December 1998 and is a member of the Sponsor Group. Its registered office is located at 2 Tanjong Katong Road, #05-01 PLQ 3, Paya Lebar Quarter, Singapore 437161.

The services provided by the Singapore Property Manager for each property under its management include the following:

(1) preparing the annual property and capital expenditure budgets, including a business plan to achieve those objectives;

(2) preparing the annual leasing strategy;

(3) planning for advertising and promotional programmes;

(4) providing accounting and administrative services including the maintenance of suitable books of accounts;

(5) ensuring the proper conduct, use and operation of the property, including planning and supervising maintenance and repairs; and

(6) ensuring that insurances in relation to the tenants are reviewed annually.

THE AIF MANAGER

Lendlease Italy SGR S.p.A is the alternative investment fund manager of the Italy AIF, and is an indirect wholly-owned subsidiary of Lendlease Corporation. The AIF Manager is an Italian asset management company (società di gestione del risparmio), authorised to provide asset management services and enrolled at no. 184 in the Bank of Italy's Register of alternative investment fund managers established pursuant to Article 35 of the Legislative Decree no. 58 of 24 February 1998 of Italy.

THE MILAN PROPERTY MANAGER

Prelios Integra S.p.A. has been appointed as the external property manager for Sky Complex. The Milan Property Manager is a third-party professional property manager that is unrelated to the Sponsor Group. The Milan Property Manager is the property management company of Prelios Group, which has approximately €39 billion in assets under management as at 31 December 2023.

The Milan Property Manager is responsible for the following services:

(1) lease management;

(2) accounting management, budgeting and reporting;

(3) property administration;

(4) technical management;

(5) safety management;

Optional (if requested)

(6) project management services;

(7) data collection and support for GRESB; and

(8) data collection and support for carbon footprint platform.

TAXATION

The following summary of certain tax consequences of the purchase, ownership and disposition of the Securities 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 Securities and does not purport to deal with the consequences applicable to all categories of investors, some of which may be subject to special rules. Persons considering the purchase of the Securities should consult their own tax advisers concerning the application of tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Securities arising under the laws of any other taxing jurisdiction.

Singapore taxation

The statements made below are general in nature and are based on current tax laws in Singapore and administrative guidelines and circulars issued by the relevant authorities in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars occurring after such date, which changes could be made on a retroactive basis, including amendments to the Income Tax (Qualifying Debt Securities) Regulations to include the conditions for the income tax and withholding tax exemptions under the qualifying debt securities scheme for early redemption fee (as defined in the ITA) and redemption premium (as such term has been amended by the ITA). It should be noted that as at the date of this Offering Circular, the Income Tax (Qualifying Debt Securities) Regulations have not been amended to reflect the amendments made to the ITA in respect of the qualifying debt securities scheme pursuant to the Income Tax (Amendment) Act 2023. These laws, guidelines and circulars are also subject to various interpretations and the Singapore tax authorities or the courts may later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Securities or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive tax incentives(s)) may be subject to special rules or tax rates. The statements should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. Holders and prospective holders of the Securities are advised to consult their own professional tax advisers as to the tax consequences of the acquisition, ownership or disposal of the Securities, including the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arrangers, Dealers and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, acquisition, ownership or disposal of the Securities.

In addition, the disclosure below is on the assumption that the IRAS regards each tranche of the Perpetual Securities as "debt securities" for the purposes of the ITA and/or that distribution payments made under each tranche of the Perpetual Securities will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax exemptions and concessions available to qualifying debt securities (provided that the other conditions for the qualifying debt securities scheme are satisfied). If the relevant Tranche of the Perpetual Securities is not regarded as debt securities for the purposes of the ITA or the distribution payments made under the relevant Tranche of the Perpetual Securities are not regarded as interest payable on indebtedness and/or holders thereof are not eligible for the tax exemptions and concessions under the qualifying debt securities scheme, the tax treatment to holders may differ. Investors and holders of the relevant Tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of the relevant Tranche of the Perpetual Securities.

1 Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

(a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is

(i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or

(b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.0 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17.0 per cent. The applicable rate for non-resident individuals is currently 24.0 per cent. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15.0 per cent. The rate of 15.0 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium from debt securities, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

The terms "**early redemption fee**" and "**redemption premium**" are defined in the ITA as follows:

"**early redemption fee**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities; and

"**redemption premium**", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities.

References to "**early redemption fee**" and "**redemption premium**" in this Singapore tax disclosure have the same meaning as defined in the ITA.

In addition, as the Programme as a whole is arranged by DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited, each of which is a Financial Sector Incentive (Standard Tier) Company or Financial Sector Incentive (Capital Market) Company (as defined in the ITA) and a Specified Licensed Entity (as defined below) at such time, the Securities (the "**Relevant Securities**") issued as debt securities under the Programme during the period from the date of this Offering Circular to 31 December 2028 would be qualifying debt securities (subject to further comments below) for the purposes of the ITA, to which the following tax treatment shall apply.

(i) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as MAS may direct, to MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Securities as MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Securities of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Securities is derived by any person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Securities using the funds and profits of such person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the "**Specified Income**") from the Relevant Securities derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;

(ii) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as MAS may direct, to MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Securities as MAS may require), Specified Income from the Relevant Securities derived by any company or body of persons (as defined in the ITA), is subject to tax at a concessionary rate of 10.0 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

(iii) subject to:

(a) the Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA; and

(b) the furnishing by the Issuer, or such other person as MAS may direct, to MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Securities as MAS may require,

payments of Specified Income derived from the Relevant Securities are not subject to withholding of tax by the Issuer.

The term "**Specified Licensed Entity**" means any of the following persons:

(A) a bank or merchant bank licensed under the Banking Act 1970 of Singapore;

(B) a finance company licensed under the Finance Companies Act 1967 of Singapore;

(C) a person who holds a capital markets services licence under the Securities and Futures Act 2001 of Singapore to carry on a business in any of the following regulated activities: advising on corporate finance or dealing in capital markets products.

Notwithstanding the foregoing:

(A) if during the primary launch of any tranche of Relevant Securities, the Relevant Securities of such tranche are issued to fewer than four persons and 50.0 per cent. or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer or the LREIT Manager, such Relevant Securities would not qualify as "qualifying debt securities"; and

(B) even though a particular tranche of Relevant Securities are "qualifying debt securities", if, at any time during the tenure of such tranche of Relevant Securities, 50.0 per cent. or more of such Relevant Securities which are outstanding during the life of their issue is beneficially held or funded, directly or indirectly, by related parties of the Issuer or the LREIT Manager, Specified Income derived from such Relevant Securities held by:

(I) any related party of the Issuer or the LREIT Manager; or

(II) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer or the LREIT Manager,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term "**related party**", in relation to a person (*A*), means any person (a) who directly or indirectly controls *A*; (b) who is being controlled directly or indirectly by *A*; or (c) who, together with *A*, is directly or indirectly under the control of a common person.

Where interest, discount income, early redemption fee or redemption premium (i.e. the Specified Income) is derived from any of the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for "qualifying debt securities" under the ITA (as mentioned above) shall not apply if such person acquires such

Relevant Securities using the funds and profits of such person's operations through a permanent establishment in Singapore. Notwithstanding that the Issuer is permitted to make payments of Specified Income in respect of the Relevant Securities without deduction or withholding for tax under Section 45 or Section 45A of the ITA, any person whose interest, discount income, early redemption fee or redemption premium (i.e. the Specified Income) derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA.

2 Taxation relating to payments on Perpetual Securities

The ITA currently does not contain specific provisions on how financial instruments that exhibit both debt-like and equity-like features, i.e. hybrid instruments, should be treated for income tax purposes. However, IRAS has published the e-Tax Guide: Income Tax Treatment of Hybrid Instruments (Second Edition) on 21 October 2019 (the "**Hybrid Instruments e-Tax Guide**") which sets out the income tax treatment of hybrid instruments, including the factors that IRAS will generally use to determine whether such instruments are debt or equity instruments for income tax purposes.

Among others, the IRAS has stated in the Hybrid Instruments e-Tax Guide that:

(a) whether or not a hybrid instrument will be treated as debt or equity security for income tax purposes will firstly depend on its legal form, to be determined based on an examination of the legal rights and obligations attached to the instrument;

(b) a hybrid instrument is generally characterised as equity if the legal terms of the instrument indicate ownership interests in the issuer. If the legal form of a hybrid instrument is not indicative of or does not reflect the legal rights and obligations, the facts and circumstances surrounding the instrument and a combination of factors, not limited to the following, would have to be examined to ascertain the nature of the instrument for income tax purposes.

These factors include (but are not limited to):

(i) nature of interest acquired;

(ii) investor's right to participate in issuer's business;

(iii) voting rights conferred by the instrument;

(iv) obligation to repay the principal amount;

(v) payout;

(vi) investor's right to enforce payment;

(vii) classification by other regulatory authority; and

(viii) ranking for repayment in the event of liquidation or dissolution;

(c) if a hybrid instrument is characterised as a debt instrument for income tax purposes, distributions from the issuer to the investors are regarded as interest; and

(d) if a hybrid instrument issued by a company or a REIT (as defined in the ITA) is characterised as an equity instrument for income tax purposes, distributions from the issuer to the investors are regarded as either dividends (where made by a company) or distributions (where made by a REIT). Such REIT distributions from the issuer to the investors are taxable in the hands of the instrument holders being returns on investments, regardless of the underlying receipts from which the distributions are made by the REIT. No deduction will be allowed to the issuer of such instrument in respect of distributions paid to investors.

3 Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Securities will not be taxable in Singapore. However, any gains derived by any person from the sale of the Securities which are gains from

any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, or accruing or derived from outside Singapore and received in or remitted into Singapore, and not otherwise exempt, may be taxable as such gains are considered revenue in nature.

Holders of the Securities who apply or who are required to apply Singapore Financial Reporting Standard ("**FRS**") 109 or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be) for Singapore income tax purposes, may be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "Adoption of FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes".

4 Adoption of FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes

Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has issued an e-tax guide entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Securities who may be subject to the tax treatment under Section 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Securities.

5 Income Tax on Gains Received in Singapore from the Sale or Disposal of Foreign Assets

Under Section 10L of the ITA, gains received or deemed received in Singapore from the sale or disposal by an entity of a relevant group of any foreign asset (i.e. any movable or immovable property situated outside Singapore at the time of such sale or disposal or any rights or interest thereof) is treated as income chargeable to tax, if such gains would not otherwise be chargeable to tax as income or would otherwise be exempt from income tax under the ITA.

Income is deemed to be received in Singapore under Section 10(25) of the ITA if it is:

(a) remitted to, transmitted or brought into Singapore;

(b) applied in or towards the satisfaction of any debt incurred in respect of a trade or business carried on in Singapore; or

(c) applied to purchase any movable property which is brought into Singapore.

Section 10L applies to sales or disposals that occur on or after 1 January 2024. Under this section, debt securities will be deemed to be located outside Singapore if the issuer thereof is incorporated outside Singapore or in the case of registered debt securities, the register or principal register (if there is more than one register) is located outside Singapore regardless of where the issuer is incorporated.

Broadly, a seller entity would be a member of a "relevant group" if (i) its assets, liabilities, income, expenses and cash flows (a) are included in the consolidated financial statements of the parent entity of the group, or (b) are excluded from the consolidated financial statements of the parent entity of the group solely on size or materiality grounds or on the grounds that the entity is held for sale, and (ii) the entities of the group are not all incorporated in a single jurisdiction or any entity of the group has a place of business in more than one jurisdiction.

There are certain exclusions in this regard. The taxation of such gains would not apply to a sale or disposal that is:

(a) carried out as part of, or incidental to, the business of a "prescribed financial institution", which includes licensed banks, licensed finance companies and holders of a capital markets services licence;

(b) carried out as part of, or incidental to, the relevant business activities or operations of an entity enjoying certain tax incentives, such as the financial sector incentive; or

(c) carried out by an excluded entity that has adequate economic substance in Singapore (as defined and provided for under Section 10L of the ITA).

The IRAS has also issued an e-tax guide titled "Income Tax: Tax Treatment of Gains or Losses from the Sale of Foreign Assets".

Holders of the Securities who may be subject to the tax treatment under Section 10L of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their sale or disposal of the Securities.

6 Estate Duty

Singapore estate duty has been abolished for all deaths occurring on or after 15 February 2008.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.

Securityholders should consult their own tax advisors regarding how these rules may apply to their investment in the Securities.

CLEARANCE AND SETTLEMENT

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg and CDP (together, the "**Clearing Systems**") currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer believes to be reliable, but none of the Issuer, the Arrangers, the Trustee, any Agent or any Dealer or any of their respective directors, officers, employees, representatives, agents, affiliates or advisers or any person who controls any of them takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer or any other party to the Agency Agreement or any of their respective directors, officers, employees, representatives, agents, affiliates or advisers or any person who controls any of them will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Securities held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to, or payments made on account of, such beneficial ownership interests.

The Clearing Systems

The applicable Pricing Supplement will specify the Clearing System(s) applicable for each Series.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

Distributions of amounts payable with respect to book-entry interests in the Securities held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by any paying agent, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant Clearing System's rules and procedures.

CDP

In respect of Securities which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (the "**CDP System**") maintained by CDP. Securities that are to be listed on the SGX-ST may be cleared through CDP. 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.

In respect of Securities which are accepted for clearance by CDP, the entire issue of the Securities is to be held by CDP in the form of a Global Security or Global Certificate for persons holding the Securities in securities accounts with CDP (the "**Depositors**"). Delivery and transfer of Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Securities through the CDP System may only be effected through securities sub-accounts held with corporate depositors (the "**Depository Agents**"). Depositors holding Securities in direct securities accounts with CDP, and who wish to trade Securities through the CDP System, must transfer the Securities to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest or distribution, as applicable, and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfers of interests in the Securities in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Issuing and Paying Agent in Singapore or any other Agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Book-Entry Ownership

Bearer Securities

The Issuer may make applications to Euroclear and/or Clearstream, Luxembourg for acceptance in their respective book-entry systems in respect of any Series of Bearer Securities. The Issuer may also apply to have Bearer Securities accepted for clearance through CDP. In respect of Bearer Securities, a Temporary Global Security and/or a Permanent Global Security will be deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg or with CDP. Transfers of interests in a Temporary Global Security or a Permanent Global Security will be made in accordance with the normal market debt securities operating procedures of CDP, Euroclear and Clearstream, Luxembourg. Each Global Security will have an International Securities Identification Number (an "**ISIN**") and/or a Common Code. Investors in Securities of such Series may hold their interests in a Global Security through Euroclear or Clearstream, Luxembourg or CDP, as the case may be.

Registered Securities

The Issuer may make applications to Euroclear and/or Clearstream, Luxembourg for acceptance in their respective book-entry systems in respect of the Securities to be represented by a Global Certificate. The Issuer may also apply to have Securities represented by a Global Certificate accepted for clearance through CDP. Each Global Certificate deposited with a common depositary for, and registered in the name of, or a nominee of, Euroclear and/or Clearstream, Luxembourg and/or CDP will, where applicable, have an ISIN and/or a Common Code. Investors in Securities of such Series may hold their interests in a Global Certificate only through Euroclear or Clearstream, Luxembourg or CDP, as the case may be.

Transfers of interests in Global Certificates within CDP, Euroclear and Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearing system. In the case of Registered Securities to be cleared through CDP, Euroclear or Clearstream, Luxembourg, transfers may be made at any time by a holder of an interest in a Global Certificate in accordance with the relevant rules and regulations of the applicable clearing systems.

Individual Certificates

Registration of title to Registered Securities in a name other than a depositary or its nominee for Euroclear and Clearstream, Luxembourg or CDP will be permitted only in the circumstances set forth in "Summary of Provisions Relating to the Securities while in Global Form – Exchange". In such circumstances, the Issuer will cause sufficient individual Certificates to be executed and delivered to the relevant Registrar for completion, authentication and despatch to the relevant Securityholder(s). A person having an interest in a Global Certificate must provide the relevant Registrar with a written order containing instructions and such other information as the Issuer and the relevant Registrar may require to complete, execute and deliver such individual Certificates.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in a dealer agreement originally dated 8 January 2021, as supplemented by a supplemental dealer agreement dated 18 July 2022 and a supplemental dealer agreement dated 10 December 2024 (the "**Dealer Agreement**") between, *inter alios*, the Issuer, the Arrangers and the Permanent Dealers, the Securities will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Securities directly on its own behalf to Dealers that are not Permanent Dealers. The Securities may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Securities may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Securities to be issued in syndicated Tranches that are underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Securities subscribed by it. The Issuer has agreed to reimburse the Arrangers for their expenses incurred in connection with the establishment of, and any continuing responsibilities relating to the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Securities on a syndicated basis will be stated in the relevant Subscription Agreement. The Issuer may also from time to time agree with the relevant Dealer(s) that it may pay certain third-party commissions (including, without limitation, rebates to private banks as specified in the applicable Subscription Agreement).

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Securities. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Securities in certain circumstances prior to payment for such Securities being made to the Issuer.

The Dealers and certain of their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. In connection with each Tranche of Securities issued under the Programme, the Dealers or certain of their affiliates may purchase Securities and be allocated Securities for asset management and/or proprietary purposes but not with a view to distribution. Further, any of the Dealers or their respective affiliates may purchase Securities for its or their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to such Securities and/or other securities of the Issuer, LREIT or their respective Subsidiaries or affiliates at the same time as the offer and sale of each Tranche of Securities or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Tranche of Securities to which a particular Pricing Supplement relates (notwithstanding that such selected counterparties may also be purchasers of such Tranche of Securities).

Each of the Dealers and its affiliates may also have performed certain investment banking and advisory services for the Issuer, LREIT and/or their respective subsidiaries or affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions with and perform services for the Issuer, LREIT and/or their respective subsidiaries or affiliates in the ordinary course of their business and receive fees for so acting. While each Dealer and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a Dealer or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Securities. Each Dealer may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Securities.

Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct – Important Notice to CMIs (including private banks): This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the LREIT Manager, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the

LREIT Manager, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Securities. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer, the LREIT Manager or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMIs are informed that, unless otherwise notified, the marketing and investor targeting strategy for the relevant CMI Offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language or any UK MiFIR product governance language set out elsewhere in this Offering Circular and/or the applicable Pricing Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Securities (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place "X-orders" into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the Securities. CMIs are informed that a private bank rebate may be payable as stated in this Offering Circular and in the applicable Pricing Supplement, or otherwise notified to prospective investors.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Securities, private banks should disclose, at the same time, if such order is placed other than on a "principal" basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a "principal" basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a "principal" basis may require the relevant affiliated Dealer(s) (if any) to categorise it as a proprietary order and apply the "proprietary orders" requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;
- Whether an underlying investor has any "Associations" (as used in the SFC Code);
- Whether any underlying investor order is a "Proprietary Order" (as used in the SFC Code);
- Whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus order should be sent to the Dealers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that it and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in the relevant CMI Offering. The relevant Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

Selling Restrictions

United States

The Securities have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer or sell or deliver Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the relevant issue date, within the United States, and it will have sent to each Dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States. Terms used in this paragraph have the meanings given to them by Regulation S.

The Securities are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of the Securities, an offer or sale of the Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

If the Pricing Supplement in respect of any Securities specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable" in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to the public in that Member State, except that it may make an offer of such Securities to the public in that Member State:

(a) if the Pricing Supplement in relation to the Securities specifies that an offer of those Securities may be made other than pursuant to Article 1(4) of the EU Prospectus Regulation in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Non-exempt Offer, in accordance with the EU Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;

(c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Securities to the public**" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities and, the expression "**EU Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

If the applicable Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom, except that it may make an offer of such Securities to the public in the United Kingdom:

(a) if the Pricing Supplement in relation to the Securities specify that an offer of those Securities may be made other than pursuant to section 86 of the FSMA (a "**Public Offer**"), following the date of publication of a prospectus in relation to such Securities which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by final terms contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;

(b) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

(c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA, or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "an offer of Securities to the public" in relation to any Security means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Securities which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its, business and (ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

Hong Kong

In relation to each Tranche of Securities issued by the Issuer, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**"), and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP) O; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore.

Investors should note that there may be restrictions on the secondary sale of the Securities under Section 276 of the SFA.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified and amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Singapore SFA Product Classification: In connection with Section 309B of the SFA, unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that all Notes issued or to be issued under the Programme are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each of the Dealers has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Securities in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident of Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the applicable Pricing Supplement issued in respect of the issue of Securities to which it relates or in a supplement to this Offering Circular.

Neither the Issuer, the LREIT Manager nor any Dealer makes any representation that any action has been or will be taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of the Offering Circular or any other offering material, in any country or jurisdiction where action for that purpose is required. Each Dealer has agreed that it shall, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Offering Circular, any other offering material, or any applicable Pricing Supplement, in all cases at its own expense.

FORM OF PRICING SUPPLEMENT IN RELATION TO NOTES

The form of Pricing Supplement that will be issued in respect of each Tranche of Notes other than Perpetual Notes, subject only to the deletion of non-applicable provisions, is set out below:

[**MiFID II product governance / Professional investors and ECPs only target market** - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR product governance / Professional investors and ECPs only target market** - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[`s/s] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MIFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**NOTIFICATION UNDER SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE** - The Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice

SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][17]

Pricing Supplement dated [●]

DBS Trustee Limited (as trustee of Lendlease Global Commercial REIT)

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]
under the S$1,000,000,000 Multicurrency Debt Issuance Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Offering Circular dated 10 December 2024 [and the supplemental Offering Circular dated [●]]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular [as so supplemented].

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the Offering Circular dated [●]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [●]], save in respect of the Conditions which are extracted from the Offering Circular dated [●] and are attached hereto.]

[*The following language applies if the Notes are intended to be Qualifying Debt Securities for the purposes of the Income Tax Act 1947 of Singapore.*

Where interest, discount income, early redemption fee or redemption premium is derived from any of the Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 of Singapore (the "**ITA**"), shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.*]

1	Issuer:		DBS Trustee Limited (in its capacity as trustee of Lendlease Global Commercial REIT)
2	(i)	Series Number:	[●]
	(ii)	[Tranche Number: *(if fungible with an existing Series, details of that Series, including the date on which the Notes became fungible.)*]	[●]
3	Currency or Currencies:		[●]
4	Aggregate Principal Amount:		[●]
	(i)	Series:	[●]

[17] For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

	(ii)	[Tranche:	[●]]
5	(i)	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] *(in the case of fungible issues only, if applicable)*]
	(ii)	[Net Proceeds:	[Approximately [●]]]
6	(i)	Denomination Amount:	[●][18]
	(ii)	Calculation Amount:	[●]
7	(i)	Trade Date	[●]
	(ii)	Issue Date:	[●]
	(iii)	Interest Commencement Date:	[*Specify*/Issue date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
8	Negative Pledge:		[Not Applicable/Condition 4(a) applies]
9	Maturity Date:		[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*][19]
10	Interest Basis:		[[●] per cent. Fixed Rate [[*specify reference rate*] +/-[●] per cent. Floating Rate] [Variable Rate] [Hybrid] [Zero Coupon] [Other (specify)]] (further particulars specified below)
11	Redemption/Payment Basis:		[Redemption at par] [Other (*specify*)]
12	Redemption Amount (including early redemption):		[Denomination Amount/ [others]] [Specify early redemption amount if different from final redemption amount or if different from that set out in the Conditions]
13	Change of Interest or Redemption/ Payment Basis:		[*Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis*]

[18] If the Denomination Amount is expressed to be €100,000 or its equivalent and multiples of a lower nominal amount (for example €1,000), insert the following: "€100,000 plus integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000]".
Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

[19] Note that Renminbi or Hong Kong Dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option.

14	Put/Call Options:		[Redemption at the Option of the Issuer] [Redemption at the Option of the Securityholders] [Redemption for Taxation Reasons] [Redemption for Cessation or Suspension of trading] [Redemption in the case of Minimum Outstanding Amount] [(further particulars specified below)]
15	Status of the Notes:		Senior
16	Listing and admission to trading:		[[●] (*specify*)/None]
17	Method of distribution:		[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18	Fixed Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(i)	Interest Rate:	[●] per cent. per annum [payable [annually/ semi-annually/quarterly/monthly] in arrear]
	(ii)	Interest Payment Date(s);	[●] in each year [*adjusted in accordance with* [*specify Business Day Convention*]/[*not adjusted*]]
	(iii)	Fixed Coupon Amount(s)	[●] per Calculation Amount[20]
	(iv)	Initial Broken Amount:	[●]
	(v)	Final Broken Amount:	[●]
	(vi)	Day Count Fraction:	[30/30E/360/Actual/Actual(ICMA/ISDA)/other]
	(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/*give details*]
19	Floating Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph.*)
	(i)	Redemption Month:	[●]
	(ii)	Specified Number of Months (Interest Period)	[●]
	(iii)	Specified Interest Payment Dates:	[●]
	(iv)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (*give details*)]

[20] For Renminbi or Hong Kong Dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure, in the case of Renminbi denominated Fixed Rate Notes, to the nearest CNY0.01, CNY0.005 being rounded upwards or, in the case of Hong Kong dollar denominated Fixed Rate Notes, to the nearest HK$0.01, HK$0.005 being rounded upwards".

(vi)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[●]
(vii)	Screen Rate Determination:	
	— Reference Rate:	[●] (*Either EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark or SORA Benchmark or other, although additional information is required if other*)
	— Interest Determination Date(s):	[●] (*the day falling two Business Days in London for the Currency prior to the first day of such Interest Period if the Currency is not Sterling, Euro or Hong Kong Dollars or first day of each Interest Period if the Currency is Sterling or Hong Kong Dollars or the day falling two TARGET Business Days prior to the first day of such Interest Period if the Currency is Euro*)
	— Relevant Screen Page:	[●] [(*In the case of EURIBOR, if not Reuters Page EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)]
	— SOFR:	[Applicable/Not Applicable]
	• SOFR Benchmark:	[Not Applicable/Compounded Daily SOFR/ SOFR Index] (*Only applicable where the Reference Rate is SOFR*)
	• Compounded Daily SOFR:	[Not Applicable/SOFR Lookback/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout] (*Only applicable in the case of Compounded Daily SOFR*)
	• Lookback Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Lookback. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)
	• SOFR Observation Shift Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Observation Shift or SOFR Index. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

- Interest Period Date(s): [Not Applicable/[●]]
(*Only applicable in the case of SOFR Payment Delay*)

- Interest Payment Delay Days: [Not Applicable/[●] U.S. Government Securities Business Day(s)]
(*Only applicable in the case of SOFR Payment Delay. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)*

- SOFR Rate Cut-Off Date: [Not Applicable/The day that is [●] U.S. Government Securities Business Day(s) prior to the end of each Interest Period]
(*Only applicable in the case of Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

- SOFR $\text{Index}_{\text{Start}}$: [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the first day of the relevant Interest Period]
(*Only applicable in the case of SOFR Index*)

- SOFR $\text{Index}_{\text{End}}$: [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the Interest Period Date for the relevant Interest Period (or in the final Interest Period, the Maturity Date)]
(*Only applicable in the case of SOFR Index. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

— SORA: [Applicable/Not Applicable]

- SORA Benchmark: [Not Applicable/Compounded Daily SORA/ SORA Index Average]
(*Only applicable where the Reference Rate is SORA*)

- Observation Method: [Lockout/Lookback/Backward Shifted Observation Period/Payment Delay/Not Applicable]
(*Only applicable in the case of Compounded Daily SORA*)

- "*p*": [Not Applicable/[●] Singapore Business Day(s)]
(*Only applicable where the SORA Benchmark is Compounded Daily SORA*)
(*Note that "p" should be at least 5 Singapore Business Days unless otherwise agreed with the Calculation Agent.*)

- Interest Payment Delay: [●] (*Only applicable in the case of Compounded Daily SORA and the Observation Method is Payment Delay, to specify the business day following each Interest Payment Date on which payment should be made pursuant to Condition 5(II)(a), such delay period being no less than five Singapore Business Days unless otherwise agreed with the Calculation Agent)*)

- SORA Rate Cut-Off Date: [Not Applicable/The day that is [●] Singapore Business Day(s) prior to the end of each Interest Period]
(*Only applicable in the case of Compounded Daily SORA and the Observation Method is Lockout or Payment Delay. Note that Interest Determination Date should fall at least 5 Singapore Business Day prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

- Suspension Period: [Not Applicable / specify]
(*Only applicable if Lockout is specified in above and parties would like to agree to the suspension period upfront. Note that Interest Determination Date should fall at least 5 Singapore Business Day prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

- SORA $\text{Index}_{\text{Start}}$: [Not Applicable/[●] Singapore Business Day(s) preceding the first date of the relevant Interest Period]
(*Only applicable in the case of SORA Index Average*)

- SORA $\text{Index}_{\text{End}}$: [Not Applicable/[●] Singapore Business Day(s) preceding the Interest Period End Date relating to the relevant Interest Period]
(*Only applicable in the case of SORA Index Average. Note that Interest Determination Date should fall at least 5 Singapore Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

(viii) ISDA Determination:

— ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions] (*if different to those set out in the Conditions, please specify*)

— Floating Rate Option: [USD-SOFR / SGD-SORA / [●]] (*If "2021 ISDA Definitions" is selected, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions*))

— Designated Maturity: [[●] / Not Applicable] (*A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate*)

	— Reset Date:	[●]
	— Compounding:	[Applicable / Not Applicable] (*Only applicable where the Floating Rate Option is USD-SOFR, SGD-SORA or other Overnight Floating Rate Option*)
	— Overnight Rate Compounding Method:	[Compounding with Lookback / Compounding with Observation Period Shift / Compounding with Lockout / Not Applicable]
	— Lookback:	[[●] Applicable Business Days / Not Applicable]
	— Observation Period Shift:	[[●] Observation Period Shift Business Days / Not Applicable]
	— Observation Period Shift Additional Business Days:	[[●] / Not Applicable] *(This is in reference to any additional financial centre(s) that should be factored in the determination of Observation Period beyond the standard financial centre(s) that is/are applicable for the selected Floating Rate Option per Floating Rate Matrix. For USD-SOFR, the default is U.S. Government Securities Business Day only, for SGD-SORA, the default is Singapore Business Day only)*
	— Lockout:	[[●] Lockout Period Business Days / Not Applicable]
	— Lockout Period Business Days:	[[●] / Not Applicable] *(Specify the financial centre(s) for the purposes of the Lockout Business Days. If none are specified and Not Applicable is selected, the Lockout Business Days will be the Applicable Business Days (i.e. the rate business days))*
(ix)	Benchmark:	[EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark, SORA Benchmark or other benchmark]
(x)	Reference Banks:	[Specify three/ Not Applicable]
(xi)	Relevant Time:	[●]
(xii)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
(xiii)	Margin(s):	[+/–][●] per cent. per annum
(xiv)	Minimum Rate of Interest:	[●] per cent. per annum
(xv)	Maximum Rate of Interest:	[●] per cent. per annum
(xvi)	Day Count Fraction:	[●]

	(xvii)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[●]
20	Variable Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs*)
	(i)	Redemption Month:	[Month and year]
	(ii)	Interest Determination Date:	[●] Business Days prior to the first day of each Interest Period
	(iii)	Day Count Fraction:	[●]
	(iv)	Specified Number of Months (Interest Period):	[●]
	(v)	Specified Interest Payment Dates:	[●]
	(vi)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
	(vii)	Benchmark:	[Specify benchmark]
	(viii)	Primary Source:	[Specify relevant screen page or "Reference Banks"]
	(ix)	Reference Banks:	[Specify three]
	(x)	Relevant Time:	[●]
	(xi)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
	(xii)	Spread:	[+/-] [●] per cent. per annum
	(xiii)	Minimum Rate of Interest:	[●] per cent. per annum
	(xiv)	Maximum Rate of Interest:	[●] per cent. per annum
21	Hybrid Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Fixed Rate Period:	[●]
	(ii)	Floating Rate Period:	[●]
	(iii)	Maturity Date:	[●]
	(iv)	Redemption Month:	[Month and year]
	(v)	Interest Determination Date:	[●] Business Days prior to the first day of each Interest Period
	(vi)	Day Count Fraction:	[●]
	(vii)	Interest Payment Date(s):	[●]

(viii)	Initial Broken Amount:	[●]
(ix)	Final Broken Amount:	[●]
(x)	Interest Rate:	[●] per cent. per annum
(xi)	Specified Number of Months (Interest Period):	[●]
(xii)	Specified Interest Payment Dates:	[●] (*In the case of the Floating Rate Period and Compounded Daily SORA: Payment Delay, to additionally specify the business day following each Interest Payment Date on which payment should be made pursuant to Condition 5(III)(c)(i), such delay period being no less than five Singapore Business Days unless otherwise agreed with the Calculation Agent*)
(xiii)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
(xiv)	Screen Rate Determination	
	— Reference Rate:	[●] (*Either EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark or SORA Benchmark or other, although additional information is required if other*)
	— Interest Determination Date(s):	[●] (*the day falling two Business Days in London for the Currency prior to the first day of such Interest Period if the Currency is not Sterling, Euro or Hong Kong Dollars or first day of each Interest Period if the Currency is Sterling or Hong Kong Dollars or the day falling two TARGET Business Days prior to the first day of such Interest Period if the Currency is Euro*)
	— Relevant Screen Page:	[●] [(*In the case of EURIBOR, if not Reuters Page EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)]
	— SOFR:	[Applicable/Not Applicable]
	• SOFR Benchmark:	[Not Applicable/Compounded Daily SOFR/ SOFR Index] (*Only applicable where the Reference Rate is SOFR*)
	• Compounded Daily SOFR:	[Not Applicable/SOFR Lookback/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout] (*Only applicable in the case of Compounded Daily SOFR*)

● Lookback Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Lookback. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)
● SOFR Observation Shift Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Observation Shift or SOFR Index. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)
● Interest Period Date(s):	[Not Applicable/[●]] (*Only applicable in the case of SOFR Payment Delay*)
● Interest Payment Delay Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Payment Delay. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)*
● SOFR Rate Cut-Off Date:	[Not Applicable/The day that is [●] U.S. Government Securities Business Day(s) prior to the end of each Interest Period] (*Only applicable in the case of Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)
● SOFR $\text{Index}_{\text{Start}}$:	[Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the first day of the relevant Interest Period] (*Only applicable in the case of SOFR Index*)
● SOFR $\text{Index}_{\text{End}}$:	[Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the Interest Period Date for the relevant Interest Period (or in the final Interest Period, the Maturity Date)] (*Only applicable in the case of SOFR Index. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

— SORA: [Applicable/Not Applicable]

- SORA Benchmark: [Not Applicable/Compounded Daily SORA/ SORA Index Average]
(*Only applicable where the Reference Rate is SORA*)

- Observation Method: [Lockout/Lookback/Backward Shifted Observation Period/Payment Delay/Not Applicable]
(*Only applicable in the case of Compounded Daily SORA*)

- "*p*": [Not Applicable/[●] Singapore Business Day(s)]
(*Only applicable where the SORA Benchmark is Compounded Daily SORA*)
(*Note that "p" should be at least 5 Singapore Business Days unless otherwise agreed with the Calculation Agent.*)

- Interest Payment Delay [●] (*Only applicable in the case of Compounded Daily SORA and the Observation Method is Payment Delay, to specify the business day following each Interest Payment Date on which payment should be made pursuant to Condition 5(II)(a), such delay period being no less than five Singapore Business Days unless otherwise agreed with the Calculation Agent)*)

- SORA Rate Cut-Off Date: [Not Applicable/The day that is [●] Singapore Business Day(s) prior to the end of each Interest Period]
(*Only applicable in the case of Compounded Daily SORA and the Observation Method is Lockout or Payment Delay. Note that Interest Determination Date should fall at least 5 Singapore Business Day prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

- Suspension Period: [Not Applicable / specify]
(*Only applicable if Lockout is specified in above and parties would like to agree to the suspension period upfront. Note that Interest Determination Date should fall at least 5 Singapore Business Day prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)

- SORA $\text{Index}_{\text{Start}}$: [Not Applicable/[●] Singapore Business Day(s) preceding the first date of the relevant Interest Period]
(*Only applicable in the case of SORA Index Average*)

	● SORA $Index_{End}$:	[Not Applicable/[●] Singapore Business Day(s) preceding the Interest Period End Date relating to the relevant Interest Period] (*Only applicable in the case of SORA Index Average. Note that Interest Determination Date should fall at least 5 Singapore Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.*)
(xv)	ISDA Determination	
	— ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions] (*if different to those set out in the Conditions, please specify*)
	— Floating Rate Option:	[USD-SOFR / SGD-SORA / [●]] (*If "2021 ISDA Definitions" is selected, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions)*)
	— Designated Maturity:	[[●] / Not Applicable] (*A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate*)
	— Reset Date:	[●]
	— Compounding:	[Applicable / Not Applicable] (*Only applicable where the Floating Rate Option is USD-SOFR, SGD-SORA or other Overnight Floating Rate Option*)
	— Overnight Rate Compounding Method:	[Compounding with Lookback / Compounding with Observation Period Shift / Compounding with Lockout / Not Applicable]
	— Lookback:	[[●] Applicable Business Days / Not Applicable]
	— Observation Period Shift:	[[●] Observation Period Shift Business Days / Not Applicable]
	— Observation Period Shift Additional Business Days:	[[●] / Not Applicable] *(This is in reference to any additional financial centre(s) that should be factored in the determination of Observation Period beyond the standard financial centre(s) that is/are applicable for the selected Floating Rate Option per Floating Rate Matrix. For USD-SOFR, the default is U.S. Government Securities Business Day only, for SGD-SORA, the default is Singapore Business Day only)*
	— Lockout:	[[●] Lockout Period Business Days / Not Applicable]

		— Lockout Period Business Days:	[[●] / Not Applicable] *(Specify the financial centre(s) for the purposes of the Lockout Business Days. If none are specified and Not Applicable is selected, the Lockout Business Days will be the Applicable Business Days (i.e. the rate business days))*
	(xvi)	Benchmark:	[EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark, SORA Benchmark or other benchmark]
	(xvii)	Primary Source:	[specify relevant screen page or "Reference Banks"]
	(xviii)	Relevant Time:	[●]
	(xix)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
	(xx)	Reference Banks:	[specify three]
	(xxi)	Spread:	[+/–] [●] per cent. per annum
	(xxii)	Minimum Rate of Interest:	[●] per cent. per annum
	(xxiii)	Maximum Rate of Interest:	[●] per cent. per annum
	(xxiv)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Hybrid Notes during the Floating Rate Period, if different from those set out in the Conditions:	[●]
22	Zero Coupon Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Amortisation Yield:	[●] per cent. per annum
	(ii)	Any other formula/basis of determining amount payable:	[●]
	(iii)	Day Count Fraction:	[●]
	(iv)	Any amount payable under Condition 7(h) (Default interest on the Notes):	[●]

PROVISIONS RELATING TO REDEMPTION

23	Redemption at the Option of the Issuer:		[Yes/No] [on [specify optional redemption dates]]
	-	Issuer's Redemption Option Period (Condition 6(b))	[Specify maximum and minimum number of days for notice period] [Specify redemption in whole only or in whole or partial as notified by the Issuer]

24	Redemption at the Option of the Securityholders:	[Yes/No] [on [specify optional redemption dates]]
	- Issuer's Redemption Option Period (Condition 6(c))	[Specify maximum and minimum number of days for notice period]
25	Redemption for Taxation Reasons:	[Yes/No] [Specify if Notes can be redeemed on any date(s) other than Interest Payment Dates in accordance with the Conditions]
26	Redemption for Cessation or Suspension of trading:	Yes
27	Redemption in the case of Minimum Outstanding Amount:	[Yes/No] [Specify if Notes can be redeemed on any date(s) other than Interest Payment Dates in accordance with the Conditions]
28	Redemption Amount of each Note:	[●] per Calculation Amount
29	Early Redemption Amount per Calculation Amount payable on Zero Coupon Notes and/or the method of calculating the same (if different from that set out in the Conditions):	[●] / [Not Applicable]

GENERAL PROVISION APPLICABLE TO THE NOTES

30	Form of Notes:	[Bearer Notes/Registered Notes] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] (*For this option to be available, such Notes shall only be issued in denominations that are equal to, or greater than, €100,000 (or its equivalent in other currencies) and integral multiples thereof*) [Permanent Global Note/Global Certificate exchangeable for Definitive Notes in the limited circumstances specified in the permanent Global Note/Global Certificate] (*N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Denomination Amount of the Notes in paragraph 6 includes language substantially to the following effect: "€100,000 plus integral multiples of €1,000 in excess thereof up to and including €199,000." Furthermore, such Denomination Amount construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*) [Definitive Notes]
31	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. If yes, *give details*]

32	Redenomination, renominalisation and reconventioning provisions:		[Not Applicable/The provisions [annexed to this Pricing Supplement] apply]
33	Consolidation provisions:		[Not Applicable/The provisions [in Condition [●]] [annexed to this Pricing Supplement] apply]
34	Private Banking Rebate:		[Applicable/Not Applicable]
35	Use of Proceeds:		[As per the Offering Circular/*give details*]
36	Other terms or special conditions:		[Not Applicable/*give details*]

DISTRIBUTION

37	(i)	If syndicated, names of Managers:	[Not Applicable/*give name*]
	(ii)	Stabilising Manager (if any):	[Not Applicable/*give name*]
38	If non-syndicated, name of Dealer:		[Not Applicable/*give name*]
39	U.S. selling restrictions:		[Reg. S Category 1/2; TEFRA D/TEFRA C/ TEFRA Not Applicable] The Notes are being offered and sold only in accordance with Regulation S.
40	Prohibition of Sales to EEA Retail Investors:		[Applicable/Not Applicable]
41	Prohibition of Sales to UK Retail Investors:		[Applicable/Not Applicable]
42	Additional selling restrictions:		[Not Applicable/*give details*]
43	Approved Jurisdictions (marketing in European Union member states only):		[Not Applicable] [Belgium / France / Germany / Italy / Luxembourg / Netherlands / Portugal / Spain / Sweden / Switzerland / United Kingdom]

HONG KONG SFC CODE OF CONDUCT

44	(i)	Rebates	[A rebate of [●] bps is being offered by the [Issuer] to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.] / [Not Applicable]

	(ii)	Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent:	[*Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – OCs to provide*] / [Not Applicable]
	(iii)	Marketing and Investor Targeting Strategy	[*As indicated in the Offering Circular*] *or* [*Describe if different from the programme Offering Circular*]

OPERATIONAL INFORMATION

45	ISIN Code:	[●]
46	Common Code:	[●]
47	Legal Entity Identifier (LEI):	[●]
48	Any clearing system(s) other than Euroclear, Clearstream, Luxembourg or CDP and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
49	Delivery:	Delivery [against/free of] payment
50	Additional Paying Agent(s) (if any):	[Not Applicable/*give name*]

GENERAL

51	Applicable governing document:	Trust Deed dated 8 January 2021, as supplemented by the deed of resignation and substitution dated 18 July 2022 and the supplemental trust deed dated 10 December 2024
52	The aggregate principal amount of Notes in the Currency issued has been translated into S$ at the rate specified, producing a sum of:	[Not applicable/Exchange rate of Currency: S$/ S$ equivalent: [●]]
53	In the case of Registered Notes, specify the location of the office of the Registrar if other than Luxembourg or Singapore:	[●]
54	In the case of Bearer Notes, specify the location of the office of the Issuing and Paying Agent if other than London or Singapore:	[●]
55	Ratings:	The Notes to be issued are [unrated / expected to be rated [●]]
56	Governing Law:	English law

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue and admission to trading on the Singapore Exchange Securities Trading Limited of the Notes described herein pursuant to the S$1,000,000,000 Multicurrency Debt Issuance Programme of Lendlease Global Commercial REIT.

[STABILISATION

In connection with this issue, [*insert name of Stabilising Manager*] (the "**Stabilising Manager**") (or persons acting on behalf of any Stabilising Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager (or persons acting on behalf of any Stabilising Manager) in accordance with all applicable laws and rules.]

INVESTMENT CONSIDERATIONS

There are significant risks associated with the Notes including, but not limited to, counterparty risk, country risk, price risk and liquidity risk. Investors should contact their own financial, legal, accounting and tax advisers about the risks associated with an investment in these Notes, the appropriate tools to analyse that investment, and the suitability of the investment in each investor's particular circumstances. No investor should purchase the Notes unless that investor understands and has sufficient financial resources to bear the price, market liquidity, structure and other risks associated with an investment in these Notes.

Before entering into any transaction, investors should ensure that they fully understand the potential risks and rewards of that transaction and independently determine that the transaction is appropriate given their objectives, experience, financial and operational resources and other relevant circumstances. Investors should consider consulting with such advisers as they deem necessary to assist them in making these determinations.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.
Signed on behalf of DBS TRUSTEE LIMITED (in its capacity as trustee of Lendlease Global Commercial REIT) as Issuer

By: _____
Duly authorised

By: _____
Duly authorised

FORM OF PRICING SUPPLEMENT IN RELATION TO PERPETUAL SECURITIES

The form of Pricing Supplement that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

[**MiFID II product governance / Professional investors and ECPs only target market** - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Perpetual Securities has led to the conclusion that: (i) the target market for the Perpetual Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Perpetual Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Perpetual Securities (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Perpetual Securities (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR product governance / Professional investors and ECPs only target market** - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Perpetual Securities has led to the conclusion that: (i) the target market for the Perpetual Securities is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Perpetual Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Perpetual Securities (a "**distributor**") should take into consideration the manufacturer[`s/s] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MIFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Perpetual Securities (by either adopting or refining the manufacturer[`s/s] target market assessment) and determining appropriate distribution channels.]

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Perpetual Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Perpetual Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Perpetual Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** - The Perpetual Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Perpetual Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Perpetual Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**NOTIFICATION UNDER SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE** - The Perpetual Securities are prescribed capital markets products (as defined in the Securities and

Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][21]

Pricing Supplement dated [●]

DBS Trustee Limited (in its capacity as trustee of Lendlease Global Commercial REIT)

Issue of [Aggregate Principal Amount of Tranche] [Title of Perpetual Securities] under the S$1,000,000,000 Multicurrency Debt Issuance Programme

This document constitutes the Pricing Supplement relating to the issue of Perpetual Securities described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Perpetual Securities (the "**Conditions**") set forth in the Offering Circular dated 10 December 2024 [and the supplemental Offering Circular dated [●]]. This Pricing Supplement contains the final terms of the Perpetual Securities and must be read in conjunction with such Offering Circular [as so supplemented].

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Perpetual Securities (the "**Conditions**") set forth in the Offering Circular dated [●]. This Pricing Supplement contains the final terms of the Perpetual Securities and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [●]], save in respect of the Conditions which are extracted from the Offering Circular dated [●] and are attached hereto.]

[An advance tax ruling [will be / has been] [requested/obtained] from the Inland Revenue Authority of Singapore ("**IRAS**") [to confirm/which confirms], amongst other things, [whether/that] the IRAS would regard the Perpetual Securities as "debt securities" for the purposes of Section 43H(4) of the Income Tax Act 1947 of Singapore (the "**Income Tax Act**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations and/or [whether/that] the distributions (including any Optional Distributions) will be regarded as interest payable on indebtedness and will enjoy the tax concessions and exemptions available for qualifying debt securities under the Income Tax Act, assuming that the other requisite conditions for the Perpetual Securities to be qualifying debt securities are satisfied.

There is no guarantee (i) that the IRAS will agree to provide the rulings sought or (ii) that the rulings issued will be in accordance with the rulings sought.

[If the Perpetual Securities are not regarded as "debt securities" for the purposes of the Income Tax Act and/or the distributions (including any Optional Distributions) are not regarded as interest payable on indebtedness and/or the Perpetual Securityholders are not eligible for the tax concessions and exemptions available for qualifying debt securities under the Income Tax Act, the tax treatment for the Perpetual Securityholders may differ.]

No assurance, warranty or guarantee is given on the tax treatment for the Perpetual Securityholders in respect of the distributions payable to them (including any Optional Distributions). It is recommended that persons proposing to subscribe for or purchase the Perpetual Securities consult their own legal and other advisers before purchasing or acquiring the Perpetual Securities. Such persons are also advised to consult their own tax advisers concerning the tax consequences of the acquisition, ownership or disposal of the Perpetual Securities.

The following language applies if the IRAS regards the Perpetual Securities as "debt securities" for the purpose of Section 43H(4) of the Income Tax Act and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations and the Perpetual Securities are intended to be Qualifying Debt Securities for the purposes of the Income Tax Act.

[21] For any Perpetual Securities to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Perpetual Securities pursuant to Section 309B of the SFA prior to the launch of the offer.

Where interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, early redemption fee or redemption premium is derived from any of the Perpetual Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 of Singapore (the "**Income Tax Act**"), shall not apply if such person acquires such Perpetual Securities using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, early redemption fee or redemption premium derived from the Perpetual Securities is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.*]

1	Issuer:		DBS Trustee Limited (in its capacity as trustee of Lendlease Global Commercial REIT)
2	(i)	Series Number:	[●]
	(ii)	[Tranche Number: (*if fungible with an existing Series, details of that Series, including the date on which the Perpetual Securities became fungible.*)]	[●]
3	Currency or Currencies:		[●]
4	Aggregate Principal Amount:		[●]
	(i)	Series:	[●]
	(ii)	[Tranche:	[●]]
5	(i)	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued distribution from [*insert date*] *(in the case of fungible issues only, if applicable)*]
	(ii)	[Net Proceeds:	[Approximately [●]]]
6	(i)	Denomination Amount:	[●][22]
	(ii)	Calculation Amount:	[●]
7	(i)	Trade Date	[●]
	(ii)	Issue Date:	[●]
	(iii)	Distribution Commencement Date:	[*Specify*/Issue date/Not Applicable]
	(iv)	First Call Date:	[*Specify*/Not Applicable]

[22] If the Denomination Amount is expressed to be €100,000 or its equivalent and multiples of a lower nominal amount (for example €1,000), insert the following: "€100,000 plus integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Perpetual Securities in definitive form will be issued with a denomination above [€199,000]". Perpetual Securities (including Perpetual Securities denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

8	Maturity Date:	[*Specify date or (for Floating Rate Perpetual Securities) Distribution Payment Date falling in or nearest to the relevant month and year*][23]
9	Distribution Basis:	[[●] per cent. Fixed Rate [[*specify reference rate*] +/-[●] per cent. Floating Rate]] (further particulars specified below)
10	Redemption/Payment Basis:	[Redemption at par] [Other (*specify*)]
11	Redemption Amount (including early redemption):	[Denomination Amount/ [others]] [Specify early redemption amount if different from final redemption amount or if different from that set out in the Conditions]
12	Put/Call Options:	[Redemption at the Option of the Issuer] [Redemption for Taxation Reasons] [Redemption for Accounting Reasons] [Redemption for Tax Deductibility] [Redemption in the case of Minimal Outstanding Amount] [Redemption upon a Regulatory Event] [Redemption upon a Ratings Event] [Redemption for Cessation or Suspension of Trading] [(further particulars specified below)]
13	Status of the Perpetual Securities:	[Senior Perpetual Securities/Subordinated Perpetual Securities]
14	Parity Obligations (in addition to those specified in the Conditions):	[[●]/None]
15	Junior Obligations (in addition to those specified in the Conditions)	[[●]/None]
16	Listing and admission to trading:	[[●] (*specify*)/None]
17	Method of distribution:	[Syndicated/Non-syndicated]

PROVISIONS RELATING TO DISTRIBUTION PAYABLE

18	Fixed Rate Perpetual Security Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Distribution Rate[(s)]:	[●] per cent. per annum [payable [annually/ semi-annually/quarterly/monthly] in arrear]
	(ii)	Distribution Payment Date(s);	[●] in each year [*adjusted in accordance with* [*specify Business Day Convention*]/[*not adjusted*]]

[23] Note that Renminbi or Hong Kong Dollar denominated Fixed Rate Perpetual Securities where the Distribution Payment Dates are subject to notification it will be necessary to use the second option.

	(iii)	Initial Broken Amount:	[●]
	(iv)	Final Broken Amount:	[●]
	(v)	Day Count Fraction:	[30/30E/360/Actual/Actual(ICMA/ISDA)/other]
	(vi)	First Reset Date:	[●]
	(vii)	Reset Date:	[●]
	(viii)	Reset Distribution Rate:	[●]
	(ix)	Initial Spread:	[●]
	(x)	Reset Period:	[●]
	(xi)	Step-up Margin:	[●]
	(xii)	Step-up Date:	[●]
	(xiii)	Relevant Rate:	[●]
	(xiv)	Other terms relating to the method of calculating distribution for Fixed Rate Perpetual Securities:	[Not Applicable/*give details*]
19	Floating Rate Perpetual Security Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
	(i)	Specified Number of Months (Distribution Period)	[●]
	(ii)	Specified Distribution Payment Dates:	[●]
	(iii)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	(iv)	Manner in which the Distribution Rate(s) is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (*give details*)]
	(v)	Party responsible for calculating the Distribution Rate(s) and Amount(s) (if not the Calculation Agent):	[●]
	(vi)	Distribution Determination Date:	[●] Business Days prior to the first day of each Distribution Period
	(vii)	Screen Rate Determination:	
		— Reference Rate:	[●] (*Either EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark or SORA Benchmark or other, although additional information is required if other*)

— Distribution Determination Date(s):	[●] (*the day falling two Business Days in London for the Currency prior to the first day of such Distribution Period if the Currency is not Sterling, Euro or Hong Kong Dollars or first day of each Distribution Period if the Currency is Sterling or Hong Kong Dollars or the day falling two TARGET Business Days prior to the first day of such Distribution Period if the Currency is Euro*)
— Relevant Screen Page:	[●] (*In the case of EURIBOR, if not Reuters Page EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
— SOFR:	[Applicable/Not Applicable]
● SOFR Benchmark:	[Not Applicable/Compounded Daily SOFR/SOFR Index] (*Only applicable where the Reference Rate is SOFR*)
● Compounded Daily SOFR:	[Not Applicable/SOFR Lookback/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout] (*Only applicable in the case of Compounded Daily SOFR*)
● Lookback Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Lookback. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent*)
● SOFR Observation Shift Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Observation Shift or SOFR Index. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent*)
● Distribution Payment Delay Days:	[Not Applicable/[●] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Payment Delay. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)*

- SOFR Rate Cut-Off Date: [Not Applicable/The day that is the [●] U.S. Government Securities Business Day(s) prior to the end of each Distribution Period]
(*Only applicable in the case of Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent*)

- SOFR $Index_{Start}$: [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the first day of the relevant Distribution Period]
(*Only applicable in the case of SOFR Index*)

- SOFR $Index_{End}$: [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the Distribution Period Date for the relevant Distribution Period]
(*Only applicable in the case of SOFR Index. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.*)

— SORA: [Applicable/Not Applicable]

- SORA Benchmark: [Not Applicable/Compounded Daily SORA/SORA Index Average]
(*Only applicable where the Reference Rate is SORA*)

- Observation Method: [Lockout/Lookback/Backward Shifted Observation Period/Payment Delay/Not Applicable]
(*Only applicable in the case of Compounded Daily SORA*)

- "*p*": [Not Applicable/[●] Singapore Business Day(s)]
(*Only applicable where the SORA Benchmark is Compounded Daily SORA*)
(*Note that "p" should be at least 5 Singapore Business Days unless otherwise agreed with the Calculation Agent.*)

- Distribution Payment Delay [●] (*Only applicable in the case of Compounded Daily SORA and the Observation Method is Payment Delay, to specify the business day following each Distribution Payment Date on which payment should be made pursuant to Condition 4(II)(a), such delay period being no less than five Singapore Business Days unless otherwise agreed with the Calculation Agent)*)

	● SORA Rate Cut-Off Date:	[Not Applicable/The day that is [●] Singapore Business Day(s) prior to the end of each Distribution Period] (*Only applicable in the case of Compounded Daily SORA and the Observation Method is Lockout or Payment Delay. Note that Distribution Determination Date should fall at least 5 Singapore Business Day prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.*)
	● Suspension Period:	[Not Applicable / specify] (*Only applicable if Lockout is specified in above and parties would like to agree to the suspension period upfront. Note that Distribution Determination Date should fall at least 5 Singapore Business Day prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.*)
	● SORA $Index_{Start}$:	[Not Applicable/[●] Singapore Business Day(s) preceding the first date of the relevant Distribution Period] (*Only applicable in the case of SORA Index Average*)
	● SORA $Index_{End}$:	[Not Applicable/[●] Singapore Business Day(s) preceding the Distribution Period End Date relating to the relevant Distribution Period] (*Only applicable in the case of SORA Index Average. Note that Distribution Determination Date should fall at least 5 Singapore Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.*)
(viii)	ISDA Determination:	
	— ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions] (*if different to those set out in the Conditions, please specify*)
	— Floating Rate Option:	[USD-SOFR / SGD-SORA / [●]] (*If "2021 ISDA Definitions" is selected, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions)*)
	— Designated Maturity:	[[●] / Not Applicable] (*A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate*)
	— Reset Date:	[●]
	— Compounding:	[Applicable / Not Applicable] (*Only applicable where the Floating Rate Option is USD-SOFR, SGD-SORA or other Overnight Floating Rate Option*)
	— Overnight Rate Compounding Method:	[Compounding with Lookback / Compounding with Observation Period Shift / Compounding with Lockout / Not Applicable]

		— Lookback:	[[●] Applicable Business Days / Not Applicable]
		— Observation Period Shift:	[[●] Observation Period Shift Business Days / Not Applicable]
		— Observation Period Shift Additional Business Days:	[[●] / Not Applicable] *(This is in reference to any additional financial centre(s) that should be factored in the determination of Observation Period beyond the standard financial centre(s) that is/are applicable for the selected Floating Rate Option per Floating Rate Matrix. For USD-SOFR, the default is U.S. Government Securities Business Day only, for SGD-SORA, the default is Singapore Business Day only)*
		— Lockout:	[[●] Lockout Period Business Days / Not Applicable]
		— Lockout Period Business Days:	[[●] / Not Applicable] *(Specify the financial centre(s) for the purposes of the Lockout Business Days. If none are specified and Not Applicable is selected, the Lockout Business Days will be the Applicable Business Days (i.e. the rate business days))*
	(ix)	Benchmark:	[EURIBOR, HIBOR, CNH HIBOR, SOFR Benchmark, SORA Benchmark or other benchmark]
	(x)	Reference Banks:	[Specify three]
	(xi)	Relevant Time:	[●]
	(xii)	Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark – specify if not Singapore]
	(xiii)	Margin(s):	[+/–][●] per cent. per annum
	(xiv)	Minimum Distribution Rate:	[●] per cent. per annum
	(xv)	Maximum Distribution Rate:	[●] per cent. per annum
	(xvi)	Day Count Fraction:	[●]
	(xvii)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating distribution on Floating Rate Perpetual Securities, if different from those set out in the Conditions:	[●]
20	Others:		
	(i)	Distribution Deferral:	[Applicable / Not Applicable] [If Applicable, specify Non-cumulative Deferral or Cumulative Deferral]
	(ii)	Dividend Stopper:	[Applicable / Not Applicable]
	(iii)	Dividend Pusher and Reference Period:	[Applicable. [●] months / Not Applicable]
	(iv)	Additional Distribution	[Applicable / Not Applicable]

PROVISIONS RELATING TO REDEMPTION

21	Redemption at the Option of the Issuer:	[Yes/No] [on [specify optional redemption dates]]
	- Issuer's Redemption Option Period (Condition 5(b))	[Specify maximum and minimum number of days for notice period] [Specify redemption in whole only or in whole or partial as notified by the Issuer]
22	Redemption for Taxation Reasons:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
23	Redemption for Accounting Reasons:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
24	Redemption for Tax Deductibility:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
25	Redemption in the case of Minimum Outstanding Amount:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
26	Redemption upon a Regulatory Event:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
27	Redemption upon a Ratings Event:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
28	Redemption for Cessation or Suspension of trading:	[Yes/No] [Specify if Perpetual Securities can be redeemed on any date(s) other than Distribution Payment Dates in accordance with the Conditions]
29	Redemption Amount of each Perpetual Security:	[●] per Calculation Amount

GENERAL PROVISION APPLICABLE TO THE PERPETUAL SECURITIES

30	Form of Perpetual Securities:	[Bearer Perpetual Securities/Registered Perpetual Securities] [Temporary Global Security exchangeable for a Permanent Global Perpetual Security which is exchangeable for Definitive Perpetual Securities in the limited circumstances specified in the Permanent Global Security] [Temporary Global Security exchangeable for Definitive Perpetual Securities on [●] days' notice] (*For this option to be available, such Perpetual Securities shall only be issued in denominations that are equal to, or greater than, €100,000 (or its equivalent in other currencies) and integral multiples thereof*) [Permanent Global Security /Global Certificate exchangeable for Definitive Perpetual Securities in the limited circumstances specified in the permanent Global Security/Global Certificate] (*N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Denomination Amount of the Perpetual Securities in paragraph 6 includes language substantially to the following effect: "€100,000 plus integral multiples of €1,000 in excess thereof up to and including €199,000." Furthermore, such Denomination Amount construction is not permitted in relation to any issue of Perpetual Securities which is to be represented on issue by a temporary Global Perpetual Security exchangeable for Definitive Perpetual Securities.*) [Definitive Perpetual Securities]
31	Talons for future Coupons to be attached to Definitive Perpetual Securities (and dates on which such Talons mature):	[Yes/No. If yes, *give details*]
32	Redenomination, renominalisation and reconventioning provisions:	[Not Applicable/The provisions [annexed to this Pricing Supplement] apply]
33	Consolidation provisions:	[Not Applicable/The provisions [in Condition [●]] [annexed to this Pricing Supplement] apply]
34	Private Banking Rebate:	[Applicable/Not Applicable]
35	Use of Proceeds:	[As per the Offering Circular/*give details*]
36	Other terms or special conditions:	[Not Applicable/*give details*]

DISTRIBUTION

37	(i) If syndicated, names of Managers:	[Not Applicable/*give name*]
	(ii) Stabilising Manager (if any):	[Not Applicable/*give name*]
38	If non-syndicated, name of Dealer:	[Not Applicable/*give name*]

39	U.S. selling restrictions:	[Reg. S Category 1/2; TEFRA D/TEFRA C/ TEFRA Not Applicable] The Perpetual Securities are being offered and sold only in accordance with Regulation S.
40	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable]
41	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable]
42	Additional selling restrictions:	[Not Applicable/*give details*]
43	Approved Jurisdictions (marketing in European Union member states only):	[Not Applicable] [Belgium / France / Germany / Italy / Luxembourg / Netherlands / Portugal / Spain / Sweden / Switzerland / United Kingdom]

HONG KONG SFC CODE OF CONDUCT

44	(i) Rebates	[A rebate of [●] bps is being offered by the [Issuer] to all private banks for orders they place (other than in relation to Perpetual Securities subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Perpetual Securities distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.] / [Not Applicable]
	(ii) Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent:	[*Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – OCs to provide*] / [Not Applicable]
	(iii) Marketing and Investor Targeting Strategy	[*As indicated in the Offering Circular*] *or* [*Describe if different from the programme Offering Circular*]

OPERATIONAL INFORMATION

45	ISIN Code:	[●]
46	Common Code:	[●]
47	Legal Entity Identifier (LEI):	[●]
48	Any clearing system(s) other than Euroclear, Clearstream, Luxembourg or CDP and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
49	Delivery:	Delivery [against/free of] payment
50	Additional Paying Agent(s) (if any):	[Not Applicable/*give name*]

GENERAL

51	Applicable governing document:	Trust Deed dated 8 January 2021, as supplemented by the deed of resignation and substitution dated 18 July 2022 and the supplemental trust deed dated 10 December 2024
52	The aggregate principal amount of Perpetual Securities in the Currency issued has been translated into S$ at the rate specified, producing a sum of:	[Not applicable/Exchange rate of Currency: S$/ S$ equivalent: [●]]
53	In the case of Registered Perpetual Securities, specify the location of the office of the Registrar if other than Luxembourg or Singapore:	[●]
54	In the case of Bearer Perpetual Securities, specify the location of the office of the Issuing and Paying Agent if other than London or Singapore:	[●]
55	Ratings:	The Perpetual Securities to be issued are [unrated / expected to be rated [●]]
56	Governing Law:	English law, except that the subordination provisions set out in Condition 3(b) shall be governed by and construed in accordance with the laws of Singapore.

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue and admission to trading on the Singapore Exchange Securities Trading Limited of the Perpetual Securities described herein pursuant to the S$1,000,000,000 Multicurrency Debt Issuance Programme of Lendlease Global Commercial REIT.

[STABILISATION

In connection with this issue, [*insert name of Stabilising Manager*] (the "**Stabilising Manager**") (or persons acting on behalf of any Stabilising Manager) may over-allot Perpetual Securities or effect transactions with a view to supporting the market price of the Perpetual Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Perpetual Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Perpetual Securities and 60 days after the date of the allotment of the Perpetual Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager (or persons acting on behalf of any Stabilising Manager) in accordance with all applicable laws and rules.]

INVESTMENT CONSIDERATIONS

There are significant risks associated with the Perpetual Securities including, but not limited to, counterparty risk, country risk, price risk and liquidity risk. Investors should contact their own financial, legal, accounting and tax advisers about the risks associated with an investment in these Perpetual Securities, the appropriate tools to analyse that investment, and the suitability of the investment in each investor's particular circumstances. No investor should purchase the Perpetual Securities unless that investor understands and has sufficient financial resources to bear the price, market liquidity, structure and other risks associated with an investment in these Perpetual Securities.

Before entering into any transaction, investors should ensure that they fully understand the potential risks and rewards of that transaction and independently determine that the transaction is appropriate given their objectives, experience, financial and operational resources and other relevant circumstances. Investors should consider consulting with such advisers as they deem necessary to assist them in making these determinations.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of DBS TRUSTEE LIMITED (in its capacity as trustee of Lendlease Global Commercial REIT) as Issuer.

By: _____

Duly authorised

_____

Duly authorised

GENERAL INFORMATION

(1) Application has been made for permission to deal in, and for quotation of, any Securities which are agreed at the time of issue to be listed on the SGX-ST. There can be no assurance that the application to the SGX-ST will be approved. If the application to the SGX-ST to list a particular Series of Securities is approved, and the rules of the SGX-ST so require, such Securities will be traded on the SGX-ST in a minimum board lot size of S$200,000 or its equivalent in other specified currencies.

(2) The Issuer has obtained all necessary consents, approvals and authorisations in Singapore in connection with the establishment of the Programme. The establishment of the Programme was authorised by resolutions of the Board of Directors of the Previous LREIT Trustee passed on 27 June 2017, with variations made to its list of authorised signatories on 29 July 2020. The update of the Programme was authorised by resolutions of the Board of Directors of the Issuer passed on 29 July 2022, with variations made to its list of authorised signatories on 11 July 2023 and 11 March 2024.

(3) Except as disclosed in this Offering Circular, there has been no significant change in the financial or trading position of LREIT or the Group since 30 June 2024 and no material adverse change in the prospects of LREIT or the Group since 30 June 2024.

(4) Except as disclosed in this Offering Circular, there are no legal or arbitration proceedings pending or, so far as the Issuer and the LREIT Manager are aware, threatened against the Issuer, the LREIT Manager, LREIT or any member of the Group the outcome of which, in the opinion of the Issuer or the LREIT Manager, may have or have had during the 12 months prior to the date of this Offering Circular a material adverse effect on the financial position of the Issuer, the LREIT Manager or the Group, taken as a whole.

(5) Each Bearer Security having a maturity of more than one year, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

(6) The Securities may be accepted for clearance through Euroclear, Clearstream, Luxembourg and CDP. The relevant ISIN and common code in relation to the Securities of each Tranche will be specified in the applicable Pricing Supplement. The applicable Pricing Supplement shall specify any other clearing system as shall have accepted the relevant Securities for clearance together with any further appropriate information.

(7) The legal entity identifier ("**LEI**") is 2549002B9UHG224VCA80 in respect of the Issuer.

(8) For so long as Securities may be issued pursuant to this Offering Circular, copies of the following documents will be available at all reasonable times during normal business hours (being between 9.00 a.m. (London time) and 3.00 p.m. (London time)) on any weekday (Saturdays, Sundays and public holidays excepted) for inspection by Securityholders at the principal office of the Trustee (being as at the date of this Offering Circular at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom) following prior written request and proof of holding and identity to the satisfaction of the Trustee (and in the case of the documents mentioned below in (iii) - (vi) so long as those are provided to the Trustee):

   (i) The trust deed originally dated 8 January 2021, as supplemented by a deed of resignation and substitution dated 18 July 2022, and as further supplemented by a supplemental trust deed dated 10 December 2024 (the "**Trust Deed**") (which includes the form of the Global Securities, the definitive Bearer Securities, the Certificates, the Coupons and the Talons) made between, *inter alios*, the Issuer and the Trustee;

   (ii) the agency agreement originally dated 8 January 2021, as supplemented by a supplemental agency agreement dated 18 July 2022 (the "**Agency Agreement**") made between, *inter alios*, the Issuer, the Issuing and Paying Agent and the Trustee;

   (iii) the LREIT Trust Deed;

(iv) the most recently published and publicly available annual report and published and publicly available audited consolidated financial statements of LREIT;

(v) each Pricing Supplement (save that a Pricing Supplement related to an unlisted Series of Securities will only be available for inspection by a holder of any such Securities and such holder must produce evidence satisfactory to the Issuer or the Trustee as to its holding of Securities and identity); and

(vi) a copy of this Offering Circular together with any supplement to this Offering Circular or further Offering Circular.

(9) KPMG LLP has delivered a report on the consolidated financial statements of LREIT for the financial year ended 30 June 2024 (which is included only in F-2 to F-73 of this Offering Circular) and a report on the consolidated financial statements of LREIT for the financial year ended 30 June 2023 (which is included only in F-74 to F-147 of this Offering Circular). KPMG LLP has given and has not withdrawn its written consent to the inclusion herein of (i) its name, (ii) the independent auditor's report on the consolidated financial statements of LREIT for the financial year ended 30 June 2024, and (iii) the independent auditor's report on the consolidated financial statements of LREIT for the financial year ended 30 June 2023, in each case, in the form and context in which they appear in this Offering Circular, and reference to its names and such reports in the form and context which they appear in this Offering Circular.

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REPORT OF THE TRUSTEE

DBS Trustee Limited (the "**Trustee**") is under a duty to take into custody and hold the assets of Lendlease Global Commercial REIT ("**LREIT**") and its subsidiaries (collectively, the "**Group**") in trust for the holders ("**Unitholders**") of units in LREIT (the "**units**"). In accordance with the Securities and Futures Act 2001, its subsidiary legislation, the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore and the Listing Manual of Singapore Exchange Securities Trading Limited, the Trustee shall monitor the activities of Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**") for compliance with the limitations imposed on the investment and borrowing powers as set out in the provisions of the Trust Deed constituting LREIT dated 28 January 2019 (as amended)[1] between the Trustee and the Manager (the "**Trust Deed**") in each accounting period and report thereon to Unitholders in an annual report.

To the best knowledge of the Trustee, the Manager has, in all material respects, managed the Group during the year covered by these financial statements, set out on pages 108 to 172, in accordance with the limitations imposed on the investment and borrowing powers set out in the Trust Deed.

For and on behalf of the Trustee
DBS Trustee Limited

Chan Kim Lim
Director

Singapore
18 September 2024

[1] As amended by the First Amending and Restating Deed dated 10 September 2019, the First Supplemental Deed dated 15 July 2020 and the Supplemental Deed of Retirement and Appointment of Trustee dated 20 May 2022.

STATEMENT BY THE MANAGER

In the opinion of the directors of Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**"), the accompanying financial statements of Lendlease Global Commercial REIT ("**LREIT**") and its subsidiaries (the "**Group**") set out on pages 108 to 172, comprising the statements of financial position and portfolio statements of the Group and LREIT as at 30 June 2024, the consolidated statements of profit or loss and other comprehensive income and the distribution statement of the Group, the statements of movements in Unitholders' funds of the Group and LREIT, and the consolidated statement of cash flows of the Group for the year ended 30 June 2024, and the notes to the financial statements are drawn up so as to present fairly, in all material respects, the financial position and portfolio statements of the Group and LREIT as at 30 June 2024, and the profit or loss and other comprehensive income and distributable income of the Group, movements in Unitholders' funds of the Group and LREIT, and cash flows of the Group for the year ended in accordance with International Financial Reporting Standards and the provisions of the Trust Deed dated 28 January 2019 (as amended) and the relevant requirements of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore. At the date of this statement, there are reasonable grounds to believe that the Group and LREIT will be able to meet their respective financial obligations as and when they materialise.

For and on behalf of the Manager
Lendlease Global Commercial Trust Management Pte. Ltd.

Justin Gabbani
Chairperson and Non-Independent Non-Executive Director

Tsui Kai Chong
Lead Independent Non-Executive Director

Singapore
18 September 2024

INDEPENDENT AUDITORS' REPORT

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

We have audited the consolidated financial statements of Lendlease Global Commercial REIT ("**LREIT**") and its subsidiaries (the "**Group**"), which comprise the consolidated statement of financial position and consolidated portfolio statement of the Group and the statement of financial position and portfolio statement of LREIT as at 30 June 2024, the consolidated statements of profit or loss and other comprehensive income, consolidated distribution statement, consolidated statement of movements in Unitholders' funds and consolidated statement of cash flows of the Group and the statement of movements in Unitholders' funds of LREIT for the year then ended, and notes to the financial statements, including material accounting policy information, as set out on pages 108 to 172.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position and statement of movements in Unitholders' funds of LREIT present fairly, in all material respects, the consolidated financial position and consolidated portfolio statement of the Group and the financial position and portfolio statement of LREIT as at 30 June 2024, and the consolidated statements of profit or loss and other comprehensive income, consolidated distribution statement, consolidated statement of movements in Unitholders' funds and consolidated statement of cash flows of the Group and the statement of movements in Unitholders' funds of LREIT for the year ended 30 June 2024 in accordance with International Financial Reporting Standards ("**IFRS**").

BASIS FOR OPINION

We conducted our audit in accordance with Singapore Standards on Auditing ("**SSAs**"). Our responsibilities under those standards are further described in the '*Auditors' responsibilities for the audit of the financial statements*' section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("**ACRA Code**") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

KEY AUDIT MATTERS

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current year. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Valuation of investment properties
(Refer to Note 5 to the financial statements)

Risk:

As at 30 June 2024, the Group owns a portfolio of investment properties comprising a leasehold interest in one retail mall ("**313@somerset**") and one integrated office and retail development ("**Jem**") located in Singapore (together, the "**Singapore Properties**") and a freehold interest in Sky Complex, comprising three commercial buildings located in Milan, Italy (the "**Milan Property**").

These investment properties are stated at their fair values based on valuations performed by independent external valuers engaged by the Group. The valuation process involves significant judgement in determining the appropriate valuation methodology to be used, and in estimating the underlying assumptions to be applied. These valuations are highly sensitive to the key assumptions made, which may be subject to estimation uncertainties.

INDEPENDENT AUDITORS' REPORT

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

Our response:

We assessed the Group's process for the selection of the external valuers, the determination of the scope of work of the external valuers, and the review and acceptance of the valuations reported by the external valuers. We evaluated the independence, objectivity and competency of the external valuers and read their terms of engagement to ascertain whether there are matters that might have affected the scope of their work and their objectivity.

We considered the appropriateness of the valuation methodologies applied against those applied by other valuers for similar property types, and the reasonableness of the key assumptions applied by the external valuers by benchmarking against industry data. Where the rates were outside the expected range, we undertook further procedures, held further discussions with the external valuers to understand the effects of additional factors considered in the valuations and corroborate with other evidence.

Our findings:

The Group has a structured process in appointing and instructing external valuers, and in reviewing and accepting their valuation results. The external valuers are members of generally-recognised professional bodies for valuers and have considered their own independence in carrying out the work.

In determining the fair values of the Group's investment properties, the external valuers have adopted the Capitalisation Approach and Discounted Cash Flow Analysis for the Singapore Properties and Discounted Cash Flow Analysis for the Milan Property. The reported fair values of the Singapore Properties were derived based on an average of the approaches used. The valuation methodologies used were consistent with generally accepted market practices.

The key assumptions applied were generally within the range of market data available as at 30 June 2024. Where the assumptions were outside the expected range, the additional factors considered by the external valuers were consistent with other corroborative evidence.

OTHER INFORMATION

Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**") is responsible for the other information. The other information comprises the information included in the annual report but does not include the financial statements and our auditors' report thereon.

We have obtained all other information prior to the date of this auditors' report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

INDEPENDENT AUDITORS' REPORT

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

RESPONSIBILITIES OF THE MANAGER FOR THE FINANCIAL STATEMENTS

The Manager is responsible for the preparation and fair presentation of these financial statements in accordance with IFRS, and for such internal controls as the Manager determines are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Manager is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Manager either intends to terminate the Group or to cease operations of the Group, or has no realistic alternative but to do so.

The Manager's responsibilities include overseeing the Group's financial reporting process.

AUDITORS' RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Manager.

- Conclude on the appropriateness of the Manager's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

INDEPENDENT AUDITORS' REPORT

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

We communicate with the Manager regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that we identify during our audit.

We also provide the Manager with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the Manager, we determine those matters that were of most significance in the audit of the financial statements of the current year and are therefore the key audit matters. We describe these matters in our auditors' report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditors' report is Lee Chin Siang Barry.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
18 September 2024

STATEMENTS OF FINANCIAL POSITION

As at 30 June 2024

	Note	Group 2024 S$'000	Group 2023 S$'000	LREIT 2024 S$'000	LREIT 2023 S$'000
Non-current assets					
Intangible assets	4	**61**	128	**61**	128
Investment properties	5	**3,673,150**	3,642,854	**3,291,000**	3,214,000
Investment property under development	6	**9,256**	7,171	**9,256**	7,171
Investment in associates	7	**4,519**	7,758	**–**	–
Investment in subsidiaries	8	**–**	–	**477,516**	444,480
Equity instrument at fair value	9	**86,098**	85,784	**86,098**	85,784
Other non-current assets		**2,551**	2,685	**2,551**	2,685
Derivative financial instruments	10	**3,244**	9,880	**3,244**	9,880
		3,778,879	3,756,260	**3,869,726**	3,764,128
Current assets					
Cash and cash equivalents	11	**34,124**	54,224	**26,669**	37,662
Trade and other receivables	12	**8,092**	4,049	**3,628**	2,297
Other current assets	13	**7,415**	6,888	**7,278**	6,603
Derivative financial instruments	10	**1,304**	4,930	**1,304**	4,930
		50,935	70,091	**38,879**	51,492
Total assets		**3,829,814**	3,826,351	**3,908,605**	3,815,620
Current liabilities					
Trade and other payables	14	**55,350**	58,135	**54,071**	52,507
Loans and borrowings	15	**357,716**	433,611	**357,716**	433,611
Lease liability	16	**196**	238	**196**	238
Derivative financial instruments	10	**60**	369	**60**	369
		413,322	492,353	**412,043**	486,725
Non-current liabilities					
Trade and other payables	14	**19,775**	22,315	**19,775**	22,315
Loans and borrowings	15	**1,178,254**	1,078,572	**1,178,254**	1,078,572
Lease liability	16	**1,960**	1,633	**1,960**	1,633
Derivative financial instruments	10	**4,200**	713	**4,200**	713
		1,204,189	1,103,233	**1,204,189**	1,103,233
Total liabilities		**1,617,511**	1,595,586	**1,616,232**	1,589,958
Net assets		**2,212,303**	2,230,765	**2,292,373**	2,225,662
Represented by:					
Unitholders' funds		**1,811,647**	1,829,344	**1,892,941**	1,826,230
Non-controlling interests	17	**1,224**	1,989	**–**	–
Perpetual securities holders	18	**399,432**	399,432	**399,432**	399,432
		2,212,303	2,230,765	**2,292,373**	2,225,662
Units issued at end of financial year ('000)	18	**2,376,578**	2,323,662	**2,376,578**	2,323,662
Net asset value per unit attributable to Unitholders (S$)		**0.76**	0.79	**0.80**	0.79

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

Year ended 30 June 2024

	Note	Group 2024 S$'000	Group 2023 S$'000
Gross revenue	19	**220,905**	204,876
Property operating expenses	20	**(55,625)**	(50,939)
Net property income		**165,280**	153,937
Manager's base fee	21	**(10,274)**	(10,415)
Manager's performance fee	21	**(8,396)**	(7,705)
Other management fee		**(818)**	(762)
Trustee's fee		**(427)**	(438)
Other trust expenses	22	**(1,847)**	(3,761)
Net foreign exchange gain/(loss)		**7,268**	(2,732)
Dividend income		**3,111**	–
Net finance costs	23	**(66,929)**	(50,711)
Profit before tax, change in fair value, impairment and share of profit		**86,968**	77,413
Net change in fair value of investment properties and investment property under development		**2,901**	39,162
Net change in fair value of equity instrument		**314**	579
Impairment of investment in associates		**(94)**	(1,067)
Share of profit of associates		**592**	1,052
Net change in fair value of derivative financial instruments		**(13,440)**	1,333
Profit before tax		**77,241**	118,472
Tax expense	24	**–**	–
Profit after tax		**77,241**	118,472
Attributable to:			
Unitholders		**58,231**	99,924
Non-controlling interests	17	**58**	(352)
Perpetual securities holders		**18,952**	18,900
		77,241	118,472
Other comprehensive income			
Items that is or may be reclassified subsequently to profit or loss:			
Translation differences relating to financial statements of a foreign subsidiary		**(7,183)**	6,428
Total comprehensive income for the year		**70,058**	124,900
Attributable to:			
Unitholders		**51,048**	106,352
Non-controlling interests	17	**58**	(352)
Perpetual securities holders		**18,952**	18,900
		70,058	124,900
Earnings per unit (cents)			
Basic and diluted	25	**2.48**	4.36

The accompanying notes form an integral part of these financial statements.

DISTRIBUTION STATEMENTS

Year ended 30 June 2024

	Note	Group 2024 S$'000	Group 2023 S$'000
Amount available for distribution to Unitholders at beginning of the year		**52,180**	29,360
Profit after tax		**58,231**	99,924
Net tax and other adjustments	A	**33,128**	8,278
Amount available for distribution to Unitholders		**143,539**	137,562
Distribution to Unitholders during the year			
1.313 Singapore cents per unit for the period from 31 March 2022 – 30 June 2022		**–**	(27,756)
0.981 Singapore cents per unit for the period from 22 April 2022 – 30 June 2022		**–**	(1,597)
2.450 Singapore cents per unit for the period from 1 July 2022 – 31 December 2022		**–**	(56,029)
2.245 Singapore cents per unit for the period from 1 January 2023 – 30 June 2023		**(52,173)**	–
2.095 Singapore cents per unit for the period from 1 July 2023 – 31 December 2023		**(49,291)**	–
		(101,464)	(85,382)
Amount available for distribution to Unitholders at end of the year		**42,075**	52,180

Please refer to note 3.12 for LREIT's distribution policy.

NOTE A – NET TAX AND OTHER ADJUSTMENTS

	Group 2024 S$'000	Group 2023 S$'000
Manager's base fees in units	**10,274**	10,415
Manager's performance fees in units	**8,396**	7,705
Property manager's fees in units	**6,041**	5,858
Amortisation of debt-related transaction costs	**11,973**	12,504
Net foreign exchange (gain)/loss	**(7,156)**	6,155
Impairment of investment in associates	**94**	1,067
Share of profit of associates	**(592)**	(1,052)
Net change in fair value of investment properties and investment property under development	**(2,901)**	(39,162)
Net change in fair value of equity instrument	**(314)**	(579)
Net change in fair value of derivative financial instruments	**13,440**	(1,333)
Sky Complex supplementary rent (undistributed)	**(9,374)**	–
Temporary differences and other adjustments	**3,247**	6,700
	33,128	8,278

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF MOVEMENTS IN UNITHOLDERS' FUNDS

Year ended 30 June 2024

	Group		LREIT	
	2024 S$'000	2023 S$'000	2024 S$'000	2023 S$'000
Unitholders' Funds				
Balance at beginning of the year	**1,829,344**	1,775,412	**1,826,230**	1,723,050
Operations				
Profit after tax	**58,231**	99,924	**135,456**	155,600
Foreign currency translation reserve				
Translation differences relating to financial statements of a foreign subsidiary	**(7,183)**	6,428	**–**	–
Unitholders' transactions				
Issuance costs	**(167)**	(422)	**(167)**	(422)
Manager's base fee paid in units	**10,396**	8,367	**10,396**	8,367
Manager's performance fee paid in units	**7,705**	3,436	**7,705**	3,436
Manager's acquisition fee paid in units	**852**	–	**852**	–
Property manager's fee paid in units	**6,013**	4,125	**6,013**	4,125
Distribution reinvestment plan	**7,920**	17,456	**7,920**	17,456
Distributions to Unitholders	**(101,464)**	(85,382)	**(101,464)**	(85,382)
Change in Unitholders' funds resulting from Unitholders' transactions	**(68,745)**	(52,420)	**(68,745)**	(52,420)
Balance at end of the year	**1,811,647**	1,829,344	**1,892,941**	1,826,230
Perpetual securities holders				
Balance at beginning of the year	**399,432**	399,442	**399,432**	399,442
Issuance costs	**–**	(10)	**–**	(10)
Profit after tax attributable to perpetual securities holders	**18,952**	18,900	**18,952**	18,900
Distributions	**(18,952)**	(18,900)	**(18,952)**	(18,900)
Balance at end of the year	**399,432**	399,432	**399,432**	399,432
Non-controlling interests				
Balance at beginning of the year	**1,989**	3,839	**–**	–
Profit/(Loss) after tax attributable to non-controlling interests	**58**	(352)	**–**	–
Distributions	**(823)**	(1,498)	**–**	–
Balance at end of the year	**1,224**	1,989	**–**	–

The accompanying notes form an integral part of these financial statements.

PORTFOLIO STATEMENTS

As at 30 June 2024

Description of property	Location	Term of land lease	Remaining term of land lease (years)	Existing use	Occupancy rate[1] 2024 %	Occupancy rate[1] 2023 %
Group and LREIT						
Investment properties in Singapore						
313@somerset	313 Orchard Road, Singapore 238895	99 years	81.4	Commercial	**99.9**	99.0
Jem	50 and 52 Jurong Gateway Road, Singapore 608549/50	99 years	85.2	Commercial	**100.0**	100.0
Group						
Investment property in Italy						
Sky Complex[3]	Via Luigi Russolo 4 (Building 1 & 2) Via Luigi Russolo 9 (Building 3) 20138 Milan, Italy	Freehold	N.A.	Commercial	**73.9**	100.0
Investment properties, at valuation (note 5)						
Group and LREIT						
Investment property under development in Singapore						
Development site adjacent to 313@somerset	State Land Lots 544N (PT), 789W (PT) and 1313M (PT) of Town Subdivision 21, Singapore	12 years 364 days[4]	9.4[4]	Commercial	**N.A.**	N.A.
Investment property under development, at valuation						
Investment properties and investment property under development, at valuation						

[1] The occupancy rates shown are on committed basis.
[2] The carrying value of investment properties and investment property under development are stated at valuation.
[3] As at 30 June 2024, the property was valued at €263.1 million (equivalent to approximately S$382.2 million) (2023: €290.5 million (equivalent to approximately S$428.9 million)).
[4] Includes options to renew land leases.

The accompanying notes form an integral part of these financial statements.

Group				LREIT			
Carrying value[2]		Percentage of total Unitholders' funds		Carrying value[2]		Percentage of total Unitholders' funds	
2024 S$'000	**2023 S$'000**	**2024 %**	**2023 %**	**2024 S$'000**	**2023 S$'000**	**2024 %**	**2023 %**
1,037,000	1,026,000	**57.2**	56.1	**1,037,000**	1,026,000	**54.8**	56.2
2,254,000	2,188,000	**124.4**	119.6	**2,254,000**	2,188,000	**119.1**	119.8
382,150	428,854	**21.1**	23.4	**–**	–	**–**	–
3,673,150	3,642,854	**202.7**	199.1	**3,291,000**	3,214,000	**173.9**	176.0
7,100	5,300	**0.4**	0.3	**7,100**	5,300	**0.4**	0.3
7,100	5,300	**0.4**	0.3	**7,100**	5,300	**0.4**	0.3
3,680,250	3,648,154	**203.1**	199.4	**3,298,100**	3,219,300	**174.3**	176.3

PORTFOLIO STATEMENTS

As at 30 June 2024

Investment properties and investment property under development, at valuation	
Investment property under development – right-of-use assets (note 6)	
Investment properties and investment property under development	
Other assets and liabilities of LREIT (net)	
Net assets of LREIT	
Perpetual securities holders	
Net assets attributable to Unitholders	
Other assets and liabilities of the Group (net)	
Net assets of the Group	
Non-controlling interests	
Perpetual securities holders	
Net assets attributable to Unitholders	

As at 30 June 2024, the investment properties and investment property under development in Singapore were valued by Knight Frank Pte Ltd and Jones Lang LaSalle Property Consultants Pte Ltd (2023: Cushman & Wakefield VHS Pte. Ltd. and Jones Lang LaSalle Property Consultants Pte Ltd) and the investment property in Milan was valued by Jones Lang LaSalle S.p.A. (2023: Colliers Valuation Italy S.r.l.).

The Manager believes that the independent valuers have the appropriate professional qualifications and recent experience in the location and category of the properties being valued. The valuation of the Singapore investment properties were based on income capitalisation method, discounted cash flow analysis and/or direct comparison method[1]. The valuation of the Milan investment property was based on discounted cash flow analysis. The valuation of the Singapore investment property under development was based on income capitalisation method and discounted cash flow analysis. Refer to notes 5 and 6 of the financial statements for details of the valuation techniques.

[1] Direct comparison method is only applicable for the financial year ended 30 June 2023.

The accompanying notes form an integral part of these financial statements.

Group				LREIT			
Carrying value		Percentage of total Unitholders' funds		Carrying value		Percentage of total Unitholders' funds	
2024	**2023**	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**
S$'000	**S$'000**	**%**	**%**	**S$'000**	**S$'000**	**%**	**%**
3,680,250	3,648,154	**203.1**	199.4	**3,298,100**	3,219,300	**174.3**	176.3
2,156	1,871	**0.1**	0.1	**2,156**	1,871	**0.1**	0.1
3,682,406	3,650,025	**203.2**	199.5	**3,300,256**	3,221,171	**174.4**	176.4
				(1,007,883)	(995,509)	**(53.3)**	(54.5)
				2,292,373	2,225,662	**121.1**	121.9
				(399,432)	(399,432)	**(21.1)**	(21.9)
				1,892,941	1,826,230	**100.0**	100.0
(1,470,103)	(1,419,260)	**(81.1)**	(77.6)				
2,212,303	2,230,765	**122.1**	121.9				
(1,224)	(1,989)	**(0.1)**	(0.1)				
(399,432)	(399,432)	**(22.0)**	(21.8)				
1,811,647	1,829,344	**100.0**	100.0				

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended 30 June 2024

	Note	Group 2024 S$'000	Group 2023 S$'000
Cash flows from operating activities			
Profit after tax		**77,241**	118,472
Adjustments for:			
Manager's fees paid/payable in units		**18,670**	18,120
Property manager's fees paid/payable in units		**6,041**	5,858
Dividend income from equity instrument at fair value		**(3,111)**	–
Finance income	23	**(1,273)**	(647)
Interest expense	23	**55,890**	38,537
Amortisation of debt-related transaction costs		**11,973**	12,504
Amortisation of intangible assets	4	**67**	34
Amortisation of investment properties - tenant incentive		**1,081**	–
Net foreign exchange (gain)/loss		**(7,123)**	6,155
Impairment of investment in associates		**94**	1,067
Share of profit of associates		**(592)**	(1,052)
Net change in the fair value of investment properties and investment property under development		**(2,901)**	(39,162)
Net change in fair value of equity instrument		**(314)**	(579)
Net change in fair value of derivatives financial instruments		**13,440**	(1,333)
Operating income before working capital changes		**169,183**	157,974
Changes in:			
Trade and other receivables		**(4,135)**	14,511
Trade and other payables		**(6,072)**	3,006
Other current assets		**(527)**	(90)
Other non-current assets		**134**	(1,391)
Investment properties - tenant incentive		**(29,776)**	–
Net cash generated from operating activities		**128,807**	174,010
Cash flows from investing activities			
Dividends received from associates (including net capital returns)		**3,737**	6,925
Dividends received from equity instrument at fair value		**3,111**	–
Interest received		**1,273**	647
Purchase of intangible assets	4	**–**	(162)
Acquisition of investment property[1]		**–**	(1,352)
Capital expenditure on investment properties		**(7,504)**	(4,571)
Capital expenditure on investment property under development		**(142)**	(719)
Acquisition of investment in associates[1]		**–**	(353)
Acquisition of subsidiary[1]		**–**	(144)
Purchase of equity instrument		**–**	(85,852)
Transaction costs related to purchase of equity instrument		**–**	(207)
Net cash generated from/(used in) investing activities		**475**	(85,788)

[1] Acquisition of investment property, investment in associates, and subsidiary in financial year ended 30 June 2023 relate to acquisition costs for Jem.

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended 30 June 2024

	Note	Group 2024 S$'000	Group 2023 S$'000
Cash flows from financing activities			
Payment of issue costs for new units		**(167)**	(422)
Payment of issue costs for perpetual securities		**–**	(10)
Proceeds from loans and borrowings		**530,057**	220,215
Repayment of loans and borrowings		**(510,104)**	(153,397)
Payment of financing expenses		**(1,080)**	(22,935)
Payment of lease liability	16	**(270)**	(270)
Distribution to Unitholders		**(93,544)**	(67,926)
Distribution to perpetual securities holders		**(18,952)**	(18,900)
Distribution to non-controlling interests		**(823)**	(1,498)
Interest paid		**(54,379)**	(37,926)
Net cash used in financing activities		**(149,262)**	(83,069)
Net (decrease)/increase in cash and cash equivalents		**(19,980)**	5,153
Cash and cash equivalents at beginning of the year		**54,224**	49,230
Effect of exchange rate changes on balances held in foreign currency		**(120)**	(159)
Cash and cash equivalents at end of the year	11	**34,124**	54,224

SIGNIFICANT NON-CASH TRANSACTIONS

During the financial year ended 30 June 2024, there were the following significant non-cash transactions:

(i) LREIT issued units amounting to S$18.1 million (2023: S$11.8 million) as payment for the base fee and performance fee elements of the Manager's management fees;

(ii) LREIT issued units amounting to S$7.9 million (2023: S$17.5 million) as part payment for distributions for the period from 1 January 2023 to 31 December 2023 (2023: 1 July 2022 to 31 December 2022), pursuant to distribution reinvestment plan;

(iii) LREIT issued units amounting to S$6.0 million (2023: S$4.1 million) as payment for the property manager's management fee; and

(iv) LREIT issued units amounting to S$0.9 million as payment for the acquisition fee of the Manager's fees in respect of the acquisition of 10.0% interest in PPP.

Refer to note 18 of the financial statements.

The accompanying notes form an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

These notes form an integral part of the financial statements.

The financial statements were authorised for issue by the Manager and the Trustee on 18 September 2024.

1 GENERAL

Lendlease Global Commercial REIT ("**LREIT**") is a Singapore-domiciled real estate investment trust constituted pursuant to the Trust Deed dated 28 January 2019, subsequently amended by the First Amending and Restating Deed dated 10 September 2019, the First Supplemental Deed dated 15 July 2020 and the Supplemental Deed of Retirement and Appointment of Trustee dated 20 May 2022 (collectively, the "**Trust Deed**"), entered into between DBS Trustee Limited (the "**Trustee**") and Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**"). The Trust Deed is governed by the laws of the Republic of Singapore. The Trustee is under a duty to take into custody and hold the assets of the LREIT held by it or through its subsidiaries in trust for the holders ("**Unitholders**") of units in LREIT (the "**units**").

LREIT was formally admitted to the Official List of Singapore Exchange Securities Trading Limited ("**SGX-ST**") on 2 October 2019 (the "**Listing Date**") and LREIT was declared as an authorised unit trust scheme under the Trustees Act 1967.

The consolidated financial statements relate to LREIT and its subsidiaries (the "**Group**").

The principal activity of LREIT relates to investment strategy of investing, directly or indirectly, in a portfolio of stabilised income-producing real estate assets located globally that are used primarily for retail and/or office purposes as well as real estate-related assets in connection with the foregoing. The principal activities of the subsidiaries are set out in note 8.

LREIT has entered into several service agreements in relation to the management of LREIT and its property operations. The significant fee structures of services are summarised below.

1.1 Trustee's fees

The Trustee's fees shall not exceed 0.015% per annum of the value of all the assets of LREIT (Deposited Property), excluding out-of-pocket expenses and goods and services tax in accordance with the Trust Deed.

The Trustee's fee is accrued and payable out of the value of the Deposited Property on a monthly basis, in arrears.

1.2 Manager's fees

The Manager is entitled to receive base fee, performance fee, acquisition fee, divestment fee, and development management fee, respectively as follows:

Base fee

The Manager is entitled to receive a base fee of 0.3% per annum of the value of the Deposited Property.

The base fee is payable in the form of cash and/or units as the Manager may elect.

Performance fee

The Manager is entitled to receive a performance fee of 5.0% per annum of the net property income.

The performance fee is payable in the form of cash and/or units as the Manager may elect.

NOTES TO THE FINANCIAL STATEMENTS

1 GENERAL (continued)

1.2 Manager's fees (continued)

Acquisition and divestment fee

The Manager is entitled to receive the following fees:

(a) an acquisition fee not exceeding 1.0% of the acquisition price of any properties or investments, acquired directly or indirectly by LREIT; and

(b) a divestment fee not exceeding 0.5% of the sale price of any properties or investments, sold or divested directly or indirectly by LREIT.

The acquisition and divestment fees are payable in the form of cash and/or units.

Development management fee

The Manager is entitled to receive a development management fee equivalent to 3.0% of the total project costs incurred in a development project undertaken on behalf of LREIT.

1.3 Property management fee

Property management fee is payable to the property manager for each property of the Group under its management:

Singapore

The property management fee for the Singapore Properties are charged based on the following formula:

(i) up to 2.0% per annum of the gross revenue of the properties; and

(ii) up to 2.0% per annum of the net property income[1] of the properties.

Italy

Prior to 22 February 2024, the fees for the Milan Property comprise property management fee of 0.28% per annum of the annual collected rent, subject to a minimum sum of €20,000 per annum (subjected to annual adjustment where applicable).

With effect from 22 February 2024, the fees for the Milan Property are charged based on the following, as applicable:

(i) For Buildings 1 and 2: annual property management fee of 0.28% per annum of the annual collected rent, subject to a minimum sum of €20,000 per annum (subjected to annual adjustment where applicable);

(ii) For Building 3: annual property management fee of 0.50% per annum of the annual collected rent, subject to a minimum sum of €16,000 per annum (subjected to annual adjustment where applicable).

1.4 Other management fee

The Manager may appoint, or the Trustee or any entity which is held by LREIT (whether wholly or partially) may, at the recommendation of the Manager appoint asset managers, investment managers or any other entities to provide asset management services or investment management services in respect of any asset of LREIT from time to time and there shall be no double counting of the fees payable to the Manager and the fees payable to the appointed entities for such services.

[1] As defined in the individual property management agreement of each property.

NOTES TO THE FINANCIAL STATEMENTS

2 BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with the International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board ("**IASB**"), and the applicable requirements of the Code on Collective Investment Schemes (the "**CIS Code**") issued by the Monetary Authority of Singapore ("**MAS**") and the provisions of the Trust Deed.

2.2 Basis of measurement

The financial statements have been prepared on the historical cost basis, except for investment properties, investment property under development, equity instrument at fair value, derivative financial instruments and certain financial assets and liabilities, which are stated at fair value.

2.3 Functional and presentation currency

The financial statements are presented in Singapore dollars ("**S$**"), which is the functional currency of LREIT. All financial information presented in Singapore dollars has been rounded to the nearest thousand, unless otherwise stated.

2.4 Use of estimates and judgements

The preparation of the financial statements in conformity with IFRS requires the Manager to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised prospectively.

Information about critical judgements and estimates made in applying the Group's accounting policies that have the most significant effect on the amounts recognised in the financial statements are described in the following notes:

- Note 5: Investment properties;
- Note 6: Investment property under development; and
- Note 9: Equity instrument at fair value.

Measurement of fair values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group has an established control framework with respect to the measurement of fair values. The Manager has overall responsibility for the appointment of external valuers, where necessary, and all significant fair value measurements and reports directly to the Board of Directors of the Manager.

When measuring the fair value of an asset or a liability, the Manager uses market observable data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

NOTES TO THE FINANCIAL STATEMENTS

2 BASIS OF PREPARATION (continued)

2.4 Use of estimates and judgements (continued)

Measurement of fair values (continued)

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

The Group recognises transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Note 5: Investment properties;
- Note 6: Investment property under development;
- Note 9: Equity instrument at fair value;
- Note 10: Derivatives financial instruments; and
- Note 29: Fair value of assets and liabilities.

2.5 Changes in material accounting policies

New standards and amendments

The Group has applied the following IFRSs, amendments to and interpretations of IFRS for the first time for the annual period beginning on 1 July 2023:

- IFRS 17: *Insurance Contracts*
- Amendments to IAS 12: *Deferred tax related to Assets and Liabilities arising from a Single Transaction*
- Amendments to IAS 12: *International Tax Reform – Pillar Two Model Rules*
- Amendments to IAS 1 and IFRS Practice Statement 2: *Disclosure of Accounting Policies*
- Amendments to IAS 8: *Definition of Accounting Estimates*

Other than the below, the application of these amendments to accounting standards and interpretations does not have a material effect on the financial statements.

Material accounting policy information

The Group adopted Amendments to IAS 1 and IFRS Practice Statement 2: *Disclosure of Accounting Policies* for the first time in 2024. Although the amendments did not result in any changes to the accounting policies themselves, they impacted the accounting policy information disclosed in the financial statements.

The amendments require the disclosure of 'material', rather than 'significant', accounting policies. The amendments also provide guidance on the application of materiality to disclosure of accounting policies, assisting entities to provide useful, entity-specific accounting policy information that users need to understand other information in the financial statements.

Management reviewed the accounting policies and made updates to the information disclosed in note 3 – Material accounting policies (2023: Significant accounting policies) in certain instances in line with the amendments.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to the periods presented in these financial statements, except as explained in note 2.5, which addresses changes in material accounting policies.

3.1 Basis of consolidation

Business combinations

The Group accounts for business combinations under the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether the set of assets and activities acquired includes, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a 'concentration test' that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

The consideration transferred in the acquisition is generally measured at fair value, as are the identifiable net assets acquired. Any goodwill that arises is tested annually for impairment. Any gain on a bargain purchase is recognised in profit or loss immediately. Transaction costs are expensed as incurred, except if related to the issue of debt or equity securities.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in profit or loss.

Non-controlling interests ("**NCI**") are measured at the NCI's proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the date of acquisition.

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as equity transactions.

Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect these returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group.

Associates

Associates are those entities in which the Group has significant influence, but not control, over the financial and operating policies of these entities.

Investments in associates are accounted for using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the profit or loss and other comprehensive income of equity-accounted investees, after adjustments to align the accounting policies with those of the Group, from the date that significant influence commences until the date that significant influence ceases.

When the Group's share of losses exceeds its investment in associates, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee's operations or has made payments on behalf of the investee.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.1 Basis of consolidation (continued)

Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial statements.

Accounting for subsidiaries by LREIT

Investment in subsidiaries in LREIT's statement of financial position are stated at cost less accumulated impairment losses.

3.2 Foreign currencies

Foreign currency transactions

Items included in the financial statements of each entity in the Group are measured using the currency that best reflects the economic substance of the underlying events and circumstances relevant to that entity (the "**functional currency**").

Transactions in foreign currencies are translated to the respective functional currencies of the Group's entities at the exchange rate at the date of the transactions. The functional currencies of the Group's entities are Singapore dollars ("**S$**") and Euro ("**€**"). Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currencies at the exchange rate prevailing at that date.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currencies at the exchange rate at the date on which the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction. Foreign currency differences arising from translation are recognised in profit or loss.

Foreign operations

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on acquisition, are translated to Singapore dollars at exchange rates prevailing at the end of the reporting period. The income and expenses of foreign operations are translated to Singapore dollars at average exchange rates for the reporting period.

Foreign currency differences are recognised in other comprehensive income, and presented in the foreign currency translation reserve. However, if the foreign operation is not a wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the NCI. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the foreign currency translation reserve related to that foreign operation is transferred to profit or loss as part of the gain or loss on disposal.

When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to NCI.

3.3 Intangible assets

Renewable energy certificates

The Group recognises renewable energy certificates as intangible assets. Renewable energy certificates purchased on the trading platform are initially measured at costs. Subsequent to initial recognition, the renewable energy certificates are measured at cost less accumulated amortisation and any accumulated losses.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.3 Intangible assets (continued)

Amortisation

Amortisation is calculated based on the cost of the asset, less its residual value.

Amortisation is recognised in profit or loss on a straight-line basis over the estimated useful lives of intangible assets from the date that they are available for use. The estimated useful life is as follows:

- Renewable energy certificates 3 years

Amortisation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

3.4 Investment properties

Investment properties and investment property under development

Investment properties are properties held either to earn rental income or capital appreciation or both. Investment property under development is a property being constructed or developed for future use as investment properties. Investment properties and investment property under development are measured at cost on initial recognition and subsequently at fair value with any change therein recognised in profit or loss.

Cost includes expenditure that is directly attributable to the acquisition of the investment properties or investment property under development. Transaction costs shall be included in the initial measurement. The cost of self-constructed investment property includes the cost of materials and direct labour, any other cost directly attributable to bringing the investment property to a working condition for its intended use and capitalised borrowing costs.

Fair value is determined in accordance with the Trust Deed, which requires investment properties and investment property under development to be valued by independent registered valuers in the following events:

(i) in such manner and frequency as required under the CIS Code issued by MAS; and

(ii) at least once in each period of twelve months following the acquisition of each real estate property.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

3.5 Financial instruments

(a) Recognition and initial measurement

Non-derivative financial assets and financial liabilities

Trade receivables are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a trade receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at fair value through profit or loss ("**FVTPL**"), transaction costs that are directly attributable to its acquisition. A trade receivable without a significant financing component is initially measured at the transaction price.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.5 Financial instruments (continued)

(b) Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, the Group classifies its non-derivative financial assets as measured at amortised cost or FVTPL.

Financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at FVTPL

All financial assets not classified as measured at amortised cost or fair value through other comprehensive income ("**FVOCI**") as described above are measured at FVTPL. On initial recognition, the Group may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Non-derivative financial assets: Business model assessment

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to the Manager. The information considered includes:

- how the performance of the portfolio is evaluated and reported to the Manager; and
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Group's continuing recognition of the assets.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.5 Financial instruments (continued)

(b) **Classification and subsequent measurement** (continued)

Non-derivative financial assets: Assessment whether contractual cash flows are solely payments of principal and interest

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Group considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable rate features;
- prepayment and extension features; and
- terms that limit the Group's claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the solely payments of principal and interest criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding, which may include reasonable additional compensation for early termination of the contract. Additionally, for a financial asset acquired at a significant discount or premium to its contractual par amount, a feature that permits or requires prepayment at an amount that substantially represents the contractual par amount plus accrued (but unpaid) contractual interest (which may also include reasonable additional compensation for early termination) is treated as consistent with this criterion if the fair value of the prepayment feature is insignificant at initial recognition.

Non-derivative financial assets: Subsequent measurement and gains and losses

Financial assets at FVTPL

These assets are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognised in profit or loss.

Financial assets at amortised cost

These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in profit or loss. Any gain or loss on derecognition is recognised in profit or loss.

Non-derivative financial liabilities: Classification, subsequent measurement and gains and losses

Financial liabilities are classified as measured at amortised cost. Financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in profit or loss. These financial liabilities comprised interest-bearing borrowings, trade and other payables (excluding rental received in advance) and lease liabilities.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.5 Financial instruments (continued)

(c) Derecognition

Financial assets

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which either substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Transferred assets are not derecognised when the Company enters into transactions whereby it transfers assets recognised in its statement of financial position, but retains either all or substantially all of the risks and rewards of the transferred assets.

Financial liabilities

The Group derecognises a financial liability when its contractual obligations are discharged or cancelled, or expire. The Group also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in profit or loss.

(d) Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the statements of financial position when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(e) Cash and cash equivalents

Cash and cash equivalents comprise cash balances and bank deposits.

(f) Derivative financial instruments

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and certain criteria are met.

Derivatives are initially measured at fair value and any directly attributable transaction costs are recognised in profit or loss as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in profit or loss.

The Group has not designated its derivative financial instruments as hedging instruments in qualifying hedging relationships.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.6 Impairment

(a) Non-derivative financial assets

The Group recognises loss allowances for expected credit losses ("**ECLs**") on financial assets measured at amortised cost.

Loss allowances of the Group are measured on either of the following bases:

- 12-month ECLs: these are ECLs that result from default events that are possible within the 12 months after the reporting date (or for a shorter period if the expected life of the instrument is less than 12 months); or
- Lifetime ECLs: these are ECLs that result from all possible default events over the expected life of a financial instrument.

Simplified approach

The Group applies the simplified approach to provide for ECLs for all trade receivables. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECLs.

General approach

The Group applies the general approach to provide for ECLs on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECLs at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a financial asset to be in default when:

- the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held); or
- the financial asset is more than 90 days past due.

The maximum period considered when estimating ECLs is the maximum contractual period over which the Group is exposed to credit risk.

Measurement of ECLs

ECLs are probability-weighted estimates or credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.6 Impairment (continued)

(a) Non-derivative financial assets (continued)

Credit-impaired financial assets

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- a breach of contract such as a default or being more than 90 days past due; or
- the disappearance of an active market for a security because of financial difficulties.

Presentation of allowance for ECLs in the statements of financial position

Loss allowances for financial assets measured at amortised cost are deducted from the gross carrying amount of these assets.

Write-off

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

(b) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than investment properties and investment property under development, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, the assets' recoverable amounts are estimated. An impairment loss is recognised if the carrying amount of an asset or its cash-generating unit ("**CGU**") exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs of disposal. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generate cash inflows from continuing use that are largely independent of the cash inflow of other assets or CGUs.

Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of CGUs are allocated to reduce the carrying amounts of the assets in the CGU on a *pro rata* basis.

Impairment losses recognised in prior periods are assessed at each reporting date for any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

3.7 Leases

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Group uses the definition of a lease in IFRS 16.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.7 Leases (continued)

As a lessee

At commencement or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of its relative stand-alone prices. However, for the leases of property, the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

For right-of-use assets that meet the definition of investment property, the Group applies the fair value model in IAS 40 *Investment Property* to these assets with any change therein being recognised in the statement of total return and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the lessee's incremental borrowing rate. Generally, the Group uses the lessee's incremental borrowing rate as the discount rate.

The Group determines the lessee's incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the fixed payments, including in-substance fixed payments.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

As a lessor

At inception or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of their relative stand-alone prices.

When the Group acts as a lessor, it determines at lease inception whether each lease is a finance lease or an operating lease.

To classify each lease, the Group makes an overall assessment of whether the lease transfers substantially all of the risks and rewards incidental to ownership of the underlying asset. If this is the case, then the lease is a finance lease; if not, then it is an operating lease. As part of this assessment, the Group considers certain indicators such as whether the lease is for the major part of the economic life of the asset.

If an arrangement contains lease and non-lease components, then the Group applies IFRS 15 to allocate the consideration in the contract.

The Group leases out its investment properties. The Group recognises lease payments received from investment properties under operating leases as income on a straight-line basis over the lease term as part of 'revenue'.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.8 Unitholders' funds

Unitholders' funds represent mainly the Unitholders' residual interest in the Group's net assets upon termination and is classified as equity. Incremental cost, directly attributable to the issuance, offering and placement of units in LREIT are deducted directly against Unitholders' funds.

3.9 Dividend and distribution income

Dividend and distribution income are recognised in profit or loss on the date that the Group's or LREIT's right to receive payment is established.

3.10 Finance income and cost

Finance income comprises interest income which is recognised using the effective interest method.

Finance costs comprise interest expense on borrowings, including amortisation of transaction costs which are recognised in profit or loss using the effective interest method over the period for which the borrowings are granted and similar charges.

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to the gross carrying amount of the financial asset, or the amortised cost of the financial liability.

3.11 Income tax expense

Income tax expense comprises current and deferred tax. Current and deferred tax are recognised in profit or loss except to the extent that it relates to items recognised directly in Unitholders' funds.

Current tax is the expected tax payable on the taxable income for the year, measured using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that
  - is not a business combination and
  - at the time of the transaction (i) affects neither accounting nor taxable profit or loss and (ii) does not give rise to equal taxable and deductible temporary differences;
- temporary differences related to investments in subsidiaries and associates to the extent that the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences arising on the initial recognition of goodwill.

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. For investment property that is measured at fair value, the presumption that the carrying amount of the investment property will be recovered through sale has not been rebutted.

Deferred tax assets and liabilities are offset only if certain criteria are met.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.11 Income tax expense (continued)

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which the temporary differences can be utilised. Future taxable profits are determined based on the reversal of relevant taxable temporary differences. If the amount of taxable temporary differences is insufficient to recognise a deferred tax asset in full, then future taxable profits, adjusted for reversals of existing temporary differences, are considered, based on the business plans for individual subsidiaries in the Group. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised; such reductions are reversed when the probability of future taxable profits improves.

In determining the amount of current and deferred tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes may be due. The Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience with tax authorities. The assessment of these factors relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Group to change its judgement regarding the adequacy of existing tax liabilities; such changes to tax liabilities will impact tax expense in the period that such a determination is made.

The Group has certain tax rulings/confirmations from the Inland Revenue Authority of Singapore ("**IRAS**")/Ministry of Finance ("**MoF**") in relation to Singapore income tax treatment of certain income from its properties.

Tax Transparency Treatment

The IRAS has granted tax transparency treatment to LREIT in respect of certain taxable income ("**Specified Taxable Income**"). Broadly, subject to meeting the terms and conditions that the Trustee and the Manager have undertaken to comply with for purposes of the application for the tax transparency treatment, which includes a distribution of at least 90% of the Specified Taxable Income of LREIT, LREIT is not subject to tax on the Specified Taxable Income distributed to the Unitholders in the same period in which the Specified Taxable Income was derived, and for this purpose, a distribution made within three months from the end of the financial year is regarded as being distributed in the same period. In other words, for Specified Taxable Income of LREIT relating to the financial year ended 30 June 2024, such Specified Taxable Income would have to be distributed by 30 September 2024 to meet the 90% requirement. Instead, the Trustee and the Manager would deduct income tax at the prevailing corporate tax rate (currently at 17%) from distributions made to Unitholders out of such Specified Taxable Income, except:

(i) where the beneficial owners are Qualifying Unitholders, the Trustee and the Manager will make the distributions to such Unitholders without deducting any income tax;

(ii) where the beneficial owners are Qualifying Non-Resident Non-Individual Unitholders, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions made on or before 31 December 2025; or

(iii) where the beneficial owners are Qualifying Non-Resident Funds, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions during the period 1 July 2019 to 31 December 2025.

A "Qualifying Unitholder" is a Unitholder who is:

- an individual;
- a company incorporated and tax resident in Singapore;
- a Singapore branch of a company incorporated outside Singapore;
- a body of persons other than a company or a partnership, registered or constituted in Singapore (e.g. a town council, a statutory board, a registered charity, a registered cooperative society, a registered trade union, a management corporation, a club or a trade industry association);
- an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act 1948; or
- a real estate investment trust exchange-traded fund which has been accorded the tax transparency treatment (but only in respect of Specified Taxable Income distributions made on or before 31 December 2025).

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.11 Income tax expense (continued)

Tax Transparency Treatment (continued)

A Qualifying Non-Resident Non-Individual Unitholder is a person other than an individual who is not resident in Singapore for Singapore income tax purposes and who:

- does not have a permanent establishment in Singapore; or
- carries on an operation in Singapore through a permanent establishment in Singapore, where the funds used by that person to acquire units of LREIT are not obtained from that operation.

A Qualifying Non-resident Fund is a non-resident fund that qualifies for tax exemption under Section 13D, 13U or 13V of the Income Tax Act 1947 and who:

- does not have a permanent establishment in Singapore (other than a fund manager in Singapore); or
- carries on an operation through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used by that qualifying fund to acquire units of LREIT are not obtained from that operation.

The tax transparency treatment does not apply to income other than Specified Taxable Income including gains or profits from the disposal of any investments such as immovable properties and shares that are determined by the IRAS to be revenue gains chargeable to tax as well as Specified Taxable Income derived by LREIT but not distributed to the Unitholders in the same period in which the Specified Taxable Income is derived.

Where tax transparency treatment does not apply to any gains, profits or income, such gains, profits or income will be subject to tax at the level of the Trustee. Distributions made out of the after-tax amount will not be subject to any deduction of tax at source nor further tax in the hands of Unitholders. Where the disposal gains are regarded as capital in nature, they will not be subject to tax at the level of the Trustee and the Trustee and the Manager may distribute the capital gains without tax being deducted at source.

Foreign-sourced Income Tax Exemption

Pursuant to the Foreign-sourced Income Tax Exemption granted by the MoF and subject to the meeting of certain conditions, the distributions received from Lendlease Global Commercial Italy Fund by LREIT's wholly-owned subsidiary, Lendlease Global Commercial (IT) Pte. Ltd., will be exempt from Singapore income tax. The dividends paid out by Lendlease Global Commercial (IT) Pte. Ltd. are exempt from Singapore income tax in the hands of LREIT.

Any distributions made by LREIT to Unitholders out of income which is tax-exempt for Singapore income tax purposes as well as income which has been subject to Singapore income tax at the level of the Trustee would not be subject to Singapore income tax in the hands of all Unitholders.

3.12 Distribution policy

LREIT makes distributions to Unitholders on a semi-annual basis, with the amount calculated as at 30 June and 31 December each year for the six-month period ending on each of the said dates. Under the Trust Deed, the Manager shall pay distributions no later than 90 days after the end of each distribution period.

3.13 Segment reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenue and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components. All operating segments' operating results are reviewed regularly by the Group's Chief Operating Decision Makers ("**CODMs**") which comprise mainly the Board of Directors including the Chief Executive Officer ("**CEO**") of the Manager to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

NOTES TO THE FINANCIAL STATEMENTS

3 MATERIAL ACCOUNTING POLICIES (continued)

3.13 Segment reporting (continued)

Segment results include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items mainly comprise fees, other trust expenses, foreign exchange gain/loss, finance costs, finance and other income and fair value of derivative financial instruments as these are centrally managed by the Group.

3.14 Perpetual securities

Proceeds from the issuance of perpetual securities in LREIT are recognised as equity when there is no contractual obligation to deliver cash or other financial assets to another person or entity or exchange financial assets or liabilities with another person or entities that are potentially unfavourable to the issuer. Expenses relating to the issuance of the perpetual securities are deducted from the net assets attributable to the perpetual securities balance.

3.15 New accounting standards and interpretations not adopted

A number of new accounting standards and amendments to standards are effective for annual periods beginning after 1 July 2023 and earlier application is permitted; however, the Group has not early adopted the new or amended accounting standards in preparing these financial statements.

The following amendments to IFRSs are not expected to have a significant impact on the Group's statement of financial position.

- Amendments to IAS 1: *Classification of Liabilities as Current or Non-current and Non-current Liabilities with Covenants*
- Amendments to IAS 7 and IFRS 7: *Supplier Finance Arrangements*
- Amendments to IFRS 16: *Lease Liability in a Sale and Leaseback*
- Amendments to IAS 21: *Lack of Exchangeability*

NOTES TO THE FINANCIAL STATEMENTS

4 INTANGIBLE ASSETS

	Renewable energy certificates	
	2024	**2023**
	S$'000	**S$'000**
Group and LREIT		
Cost		
At 1 July	**162**	–
Additions	**–**	162
At 30 June	**162**	162
Accumulated amortisation		
At 1 July	**(34)**	–
Amortisation for the year	**(67)**	(34)
At 30 June	**(101)**	(34)
Carrying amounts		
At 1 July	**128**	–
At 30 June	**61**	128

5 INVESTMENT PROPERTIES

	Group		LREIT	
	2024	**2023**	**2024**	**2023**
	S$'000	**S$'000**	**S$'000**	**S$'000**
At 1 July	**3,642,854**	3,593,332	**3,214,000**	3,121,000
Acquisition costs[1]	**–**	1,042	**–**	1,042
Capital expenditure	**7,028**	3,277	**4,341**	1,986
Currency translation differences	**(6,906)**	6,715	**–**	–
Tenant incentive	**28,695**	–	**–**	–
Net change in fair value of investment properties (tenant incentive)	**(28,695)**	–	**–**	–
Net change in fair value of investment properties	**30,174**	38,488	**72,659**	89,972
At 30 June	**3,673,150**	3,642,854	**3,291,000**	3,214,000

[1] Relates to the acquisition of a 99-year leasehold interest in Jem in 2022.

Tenant incentive relates to incentives paid for the lease restructuring at Sky Complex, and is amortised on a straight-line basis over the lease term. During the financial year 30 June 2024, tenant incentive amounting to S$29,776,000 was paid to Sky Italia S.r.l.. The unamortised tenant incentive as at 30 June 2024 is S$28,695,000.

NOTES TO THE FINANCIAL STATEMENTS

5 INVESTMENT PROPERTIES (continued)

Measurement of fair value

(i) Fair value hierarchy

Investment properties are stated at fair value as at 30 June and are based on the valuations performed by independent professional valuers, Knight Frank Pte Ltd, Jones Lang LaSalle Property Consultants Pte Ltd and Jones Lang LaSalle S.p.A. (2023: Cushman & Wakefield VHS Pte. Ltd., Jones Lang LaSalle Property Consultants Pte Ltd and Colliers Valuation Italy S.r.l.).

The fair value measurement for investment properties has been categorised as Level 3 based on inputs to the valuation techniques used (see note 2.4).

(ii) Reconciliation of movements in Level 3 fair value measurement

The reconciliation of Level 3 fair value measurements for investment properties are presented in the table above.

(iii) Valuation techniques

The fair values take into consideration the market values of the properties, being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties have each acted knowledgeably, prudently and without compulsion. The specific condition and characteristics inherent in each of the properties are taken into consideration in arriving at the property valuations.

In determining the fair value, the external valuers have used valuation techniques which involve certain estimates. The key assumptions used to determine the fair value of investment properties include market-corroborated discount rate, terminal capitalisation rate, capitalisation rate and/or adjusted price per square metre. In relying on the valuation reports, the Manager has exercised its judgement and is satisfied that the valuation methods and estimates are reflective of current market conditions and the valuation reports are prepared in accordance with recognised appraisal and valuation standards.

The external valuers have considered valuation techniques including the discounted cash flow analysis, income capitalisation method and/or direct comparison method in arriving at the open market value as at the reporting date.

The discounted cash flow analysis involves the estimation and projection of a net income stream over a period and discounting the net income stream with an internal rate of return to arrive at the market value. The discounted cash flow analysis requires the external valuers to assume a rental growth rate indicative of market and the selection of a target internal rate of return consistent with current market requirements. The income capitalisation method is an investment approach whereby the estimated gross passing income (on both a passing and market rent basis) has been adjusted against anticipated operating costs to produce a net income on a fully leased basis. The adopted fully leased net income is capitalised at an appropriate investment yield. Thereafter, various adjustments including assumed vacancy allowance are made, where appropriate, for the income capitalisation method. The direct comparison method provides an indication of value by comparing the investment property with identical or similar properties where reliable sales evidence is available.

NOTES TO THE FINANCIAL STATEMENTS

5 INVESTMENT PROPERTIES (continued)

Measurement of fair value (continued)

(iv) Key unobservable inputs

The following table shows the key unobservable inputs used in the valuation models:

Valuation technique	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Discounted cash flow analysis	• Discount rate of 6.75% to 7.90% (2023: 6.50% to 8.18%)	The estimated fair value would increase (decrease) if discount rate was lower (higher).
	• Terminal capitalisation rate of 3.65% to 6.00% (2023: 3.50% to 5.75%)	The estimated fair value would increase (decrease) if terminal capitalisation rate was lower (higher).
Income capitalisation method	• Capitalisation rate of 3.50% to 4.50% (2023: 3.50% to 4.50%)	The estimated fair value would increase (decrease) if capitalisation rate was lower (higher).
Direct comparison method[1]	• Adjusted price per square metre	The estimated fair value would increase (decrease) if adjusted price per square metre was higher (lower).

[1] Only applicable for the financial year ended 30 June 2023.

6 INVESTMENT PROPERTY UNDER DEVELOPMENT

	Group		LREIT	
	2024 S$'000	**2023 S$'000**	**2024 S$'000**	**2023 S$'000**
At 1 July	**7,171**	6,105	**7,171**	6,105
Development expenditure capitalised	**378**	625	**378**	625
Net change in fair value of investment property under development recognised in profit or loss	**1,422**	674	**1,422**	674
Net change in fair value of right-of-use asset	**(238)**	(233)	**(238)**	(233)
Remeasurement of right-of-use asset	**523**	–	**523**	–
At 30 June	**9,256**	7,171	**9,256**	7,171

NOTES TO THE FINANCIAL STATEMENTS

6 INVESTMENT PROPERTY UNDER DEVELOPMENT (continued)

Measurement of fair value

(i) Fair value hierarchy

Investment property under development is stated at fair value as at 30 June and is based on the valuation performed by independent professional valuer, Knight Frank Pte Ltd (2023: Jones Lang LaSalle Property Consultants Pte Ltd), who has the appropriate recognised professional qualifications and experience in the location and category of property being valued.

The fair value measurement for investment property under development has been categorised as Level 3 based on inputs to the valuation techniques used (see note 2.4).

	Group		LREIT	
	2024	2023	2024	2023
	S$'000	S$'000	S$'000	S$'000
Fair value of investment property under development (based on valuation report)	**7,100**	5,300	**7,100**	5,300
Add: carrying amount of lease liability	**2,156**	1,871	**2,156**	1,871
Investment property under development	**9,256**	7,171	**9,256**	7,171

(ii) Reconciliation of movements in Level 3 fair value measurement

The reconciliation of Level 3 fair value measurements for investment property under development is presented in the table above.

(iii) Valuation techniques

In determining the fair value of investment property under development, the valuer has considered valuation techniques including the income capitalisation method and discounted cash flow analysis in arriving at the open market value as at the reporting date (see note 5).

The key assumptions include market-corroborated discount rate and capitalisation rate.

(iv) Key unobservable inputs

The following table shows the key unobservable inputs used in the valuation models:

Valuation technique	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Discounted cash flow analysis	• Discount rate of 7.75% (2023: 7.50%)	The estimated fair value would increase (decrease) if discount rate was lower (higher).
Income capitalisation method	• Capitalisation rate of 5.50% (2023: 5.00%)	The estimated fair value would increase (decrease) if capitalisation rate was lower (higher).

NOTES TO THE FINANCIAL STATEMENTS

7 INVESTMENT IN ASSOCIATES

	Group		LREIT	
	2024 S$'000	2023 S$'000	2024 S$'000	2023 S$'000
Investment in associates	**4,519**	7,758	**–**	–

The investment in associates relates to LREIT's 37.8% indirect interest in Lendlease Asian Retail Investment Fund 3 Limited ("**ARIF3**") and 25.0% indirect interest held through a subsidiary, Lendlease Jem Partners Fund Limited ("**LLJP**") which the Group has 53.0% interest in. The 25.0% interest held by LLJP are in two entities, LL JV Ltd ("**LLJV**") and Triple Eight JV Limited ("**TEJV**").

As at 30 June 2024, the Group assessed the carrying amount of its investment in associates and recognised an impairment loss of approximately S$94,000 (2023: S$1,067,000) on its investment in associates, where the recoverable amounts of the relevant associates were estimated based on the Group's share of the net assets of the associates as at the date of statement of financial position which approximates their fair values. The fair value measurement is categorised as Level 3 on the fair value hierarchy.

Details of the associates are as follows:

Name of associates	Country of constitution/ Principal place of business	Principal activity	Equity interest held by the Group 2024 %	Equity interest held by the Group 2023 %
Lendlease Asian Retail Investment Fund 3 Limited[1]	Bermuda	Investment holding	**37.8**	37.8
LL JV Ltd	Mauritius	Investment holding	**25.0**	25.0
Triple Eight JV Limited	Mauritius	Investment holding	**25.0**	25.0

[1] ARIF3 consolidates and holds 75.0% direct interest in both LLJV and TEJV.

NOTES TO THE FINANCIAL STATEMENTS

7 INVESTMENT IN ASSOCIATES (continued)

The following table summarises the financial information of each of the Group's material associates based on their respective consolidated financial statements prepared in accordance with IFRS.

	ARIF3[1] S$'000	LLJV S$'000	TEJV S$'000	Total S$'000
30 June 2024				
Revenue	**11**	**–**	**11**	
Profit/(Loss) after tax/total comprehensive income	**1,053**	**(152)**	**1,398**	
Attributable to NCI	**312**	**–**	**–**	
Attributable to investee's shareholders	**741**	**(152)**	**1,398**	
Current assets	**24,857**	**5,061**	**17,619**	
Current liabilities	**(8,195)**	**(1,232)**	**(5,866)**	
Net assets	**16,662**	**3,829**	**11,753**	
Attributable to NCI	**3,895**	**–**	**–**	
Attributable to investee's shareholders	**12,767**	**3,829**	**11,753**	
Group's interest in net assets of investee at beginning of the period	**1,895**	**1,557**	**4,306**	**7,758**
Group's share of total comprehensive income	**280**	**(38)**	**350**	**592**
Dividends paid	**(1,987)**	**(372)**	**(1,378)**	**(3,737)**
Impairment of investment in associates	**–**	**(25)**	**(69)**	**(94)**
Group's interest in net assets of investee at 30 June 2024	**188**	**1,122**	**3,209**	**4,519**

	ARIF3[1] S$'000	LLJV S$'000	TEJV S$'000	Total S$'000
30 June 2023				
Revenue	1,444	(12)	1,456	
Profit/(Loss) after tax/total comprehensive income	1,871	(161)	2,377	
Attributable to NCI	554	–	–	
Attributable to investee's shareholders	1,317	(161)	2,377	
Current assets	31,191	6,853	22,994	
Current liabilities	(8,582)	(1,382)	(7,129)	
Net assets	22,609	5,471	15,865	
Attributable to NCI	5,334	–	–	
Attributable to investee's shareholders	17,275	5,471	15,865	
Group's interest in net assets of investee at beginning of the period	5,779	2,200	6,532	14,511
Acquisition costs and other adjustments	43	41	103	187
Group's share of total comprehensive income	498	(40)	594	1,052
Dividends paid	(4,425)	(375)	(2,125)	(6,925)
Impairment of investment in associates	–	(269)	(798)	(1,067)
Group's interest in net assets of investee at 30 June 2023	1,895	1,557	4,306	7,758

[1] ARIF3 consolidates and holds 75.0% direct interest in both LLJV and TEJV.

NOTES TO THE FINANCIAL STATEMENTS

8 INVESTMENT IN SUBSIDIARIES

	LREIT	
	2024	**2023**
	S$'000	**S$'000**
Unquoted equity, at cost		
At 1 July	**444,480**	448,666
Addition/(Reduction)	**33,036**	(4,186)
At 30 June	**477,516**	444,480

During the financial year ended 30 June 2024, the addition was mainly due to the subscription of redeemable preference shares in Lendlease Global Commercial (IT) Pte. Ltd. ("**LGCIT**"). During the financial year ended 30 June 2023, the reduction was mainly due to the redemption of redeemable preference shares in wholly-owned subsidiary, Lendlease Global Commercial (SGP) Pte. Ltd. ("**LGCSGP**") in relation to the return of capital from LLJP and ARIF3.

Details of the subsidiaries directly or indirectly held by LREIT are as follows:

		Ownership interest held by LREIT	
Name of subsidiaries	**Principal place of business/ Country of incorporation**	**2024 %**	**2023 %**
Lendlease Global Commercial (IT) Pte. Ltd.[1]	Singapore	**100**	100
Lendlease Global Commercial (SGP) Pte. Ltd.[1]	Singapore	**100**	100
Lendlease Global Commercial Italy Fund[2]	Italy	**100**	100
Lendlease Jem Partners Fund Limited	Bermuda	**53.0**	53.0

[1] Audited by KPMG LLP Singapore.

[2] Audited by KPMG S.p.A..

Lendlease Global Commercial (IT) Pte. Ltd.

Lendlease Global Commercial (IT) Pte. Ltd., a wholly-owned subsidiary, was incorporated on 15 February 2019. Its principal activity is that of an investment holding company.

Lendlease Global Commercial (SGP) Pte. Ltd.

Lendlease Global Commercial (SGP) Pte. Ltd., a wholly-owned subsidiary, was incorporated on 25 May 2021. Its principal activity is that of an investment holding company.

Lendlease Global Commercial Italy Fund

Lendlease Global Commercial Italy Fund, a wholly-owned fund, was incorporated on 2 July 2019. Its principal activity is to acquire and hold Italian property-related investments.

Lendlease Jem Partners Fund Limited

Lendlease Jem Partners Fund Limited, a partially-owned fund, was acquired on 4 August 2021. Its principal activity is that of an investment holding company.

NOTES TO THE FINANCIAL STATEMENTS

9 EQUITY INSTRUMENT AT FAIR VALUE

	Group		LREIT	
	2024 S$'000	2023 S$'000	2024 S$'000	2023 S$'000
At 1 July	**85,784**	–	**85,784**	–
Acquisition of equity instrument	**–**	85,205	**–**	85,205
Net change in fair value	**314**	579	**314**	579
Equity instrument – at FVTPL	**86,098**	85,784	**86,098**	85,784

Equity instrument at fair value relates to LREIT's 10.0% stake in Parkway Parade Partnership Pte. Ltd. ("**PPP**").

Information about the equity instrument's fair value measurement is included in note 29.

10 DERIVATIVE FINANCIAL INSTRUMENTS

	Group		LREIT	
	2024 S$'000	2023 S$'000	2024 S$'000	2023 S$'000
Non-current asset				
Interest rate derivatives[1]	**3,244**	9,880	**3,244**	9,880
Current assets				
Foreign currency forward contracts	**–**	202	**–**	202
Interest rate derivatives[1]	**1,304**	4,728	**1,304**	4,728
	1,304	4,930	**1,304**	4,930
Current liability				
Foreign currency forward contracts	**60**	369	**60**	369
Non-current liabilities				
Foreign currency forward contracts	**–**	145	**–**	145
Interest rate derivatives[1]	**4,200**	568	**4,200**	568
	4,200	713	**4,200**	713

[1] Includes interest rate swaps and options.

(i) Foreign currency forward contracts

The Group uses foreign currency forward contracts to manage its exposure to foreign currency fluctuation by contracting the currency rate forward for expected foreign currency payments or receipts in future.

As at 30 June 2024, the Group had foreign currency forward contracts with total notional amount of approximately S$5,229,000 (2023: S$25,982,000). Under the foreign currency forward contracts, the Group contracted to pay fixed rate for Euro to receive Singapore Dollar. The contracted exchange rates are at 1.43 (2023: 1.42 to 1.50).

(ii) Interest rate derivatives

The Group uses interest rate derivatives to manage the exposure to interest rate movements on floating rate interest-bearing bank borrowings by hedging the interest expense on a portion of interest-bearing bank borrowings from floating rates to fixed rates.

As at 30 June 2024, the Group had interest rate swaps (2023: interest rate swaps and options) with total notional amount of approximately S$948,905,000 (2023: S$949,734,000). Under the interest rate derivatives, the Group contracted to pay fixed interest rates of 2.24% to 3.57% (2023: 0.08% to 3.57%) and receive interest at floating rate.

NOTES TO THE FINANCIAL STATEMENTS

11 CASH AND CASH EQUIVALENTS

	Group		LREIT	
	2024 S$'000	**2023 S$'000**	**2024 S$'000**	**2023 S$'000**
Cash at banks and on hand	**25,124**	41,224	**17,669**	24,662
Fixed deposit with financial institutions	**9,000**	13,000	**9,000**	13,000
	34,124	54,224	**26,669**	37,662

The weighted average effective interest rate relating to fixed deposit for the year ended 30 June 2024 for the Group and LREIT is 3.76% (2023: 3.97%) per annum.

12 TRADE AND OTHER RECEIVABLES

		Group		LREIT	
	Note	**2024 S$'000**	**2023 S$'000**	**2024 S$'000**	**2023 S$'000**
Current					
Trade receivables		**5,302**	3,312	**5,302**	3,312
Impairment losses		**(1,674)**	(1,662)	**(1,674)**	(1,662)
Net trade receivables		**3,628**	1,650	**3,628**	1,650
Net VAT receivables	(a)	**4,232**	1,346	**–**	–
Other receivables		**232**	1,053	**–**	647
		8,092	4,049	**3,628**	2,297

(a) Net VAT receivables relate to value-added tax ("**VAT**") to be claimed from the relevant tax authorities.

The Group's and LREIT's exposures to credit and foreign currency risks for trade and other receivables, are disclosed in note 28.

Impairment losses

The movements in impairment losses recognised in respect of trade receivables during the year are as follows:

	Group		LREIT	
	2024 S$'000	**2023 S$'000**	**2024 S$'000**	**2023 S$'000**
At 1 July	**1,662**	2,079	**1,662**	2,079
Impairment losses/(Reversal of impairment)	**12**	(417)	**12**	(417)
At 30 June	**1,674**	1,662	**1,674**	1,662

The Manager believes that no allowance for impairment losses is necessary in respect of the remaining trade receivables as the rest of these balances mainly arise from tenants who have good payment records and have placed sufficient security with the Group in the form of bankers' guarantees or cash security deposits.

NOTES TO THE FINANCIAL STATEMENTS

13 OTHER CURRENT ASSETS

	Group		LREIT	
	2024	2023	2024	2023
	S$'000	S$'000	S$'000	S$'000
Deposits	**2,426**	1,772	**2,426**	1,772
Prepayments	**899**	699	**762**	414
Others	**4,090**	4,417	**4,090**	4,417
	7,415	6,888	**7,278**	6,603

14 TRADE AND OTHER PAYABLES

		Group		LREIT	
		2024	2023	2024	2023
	Note	S$'000	S$'000	S$'000	S$'000
Current					
Trade payables		**597**	210	**593**	188
Trade amount due to related parties		**19,695**	19,611	**19,695**	19,611
Non-trade payables due to related parties	(a)	**177**	2,153	**177**	2,153
Accrued expenses		**9,966**	10,329	**9,912**	10,261
Rental received in advance		**5,554**	8,930	**5,510**	5,764
Deposits		**11,103**	8,691	**11,028**	8,691
Interest payable		**4,942**	3,436	**4,942**	3,436
Other payables		**3,316**	4,775	**2,214**	2,403
		55,350	58,135	**54,071**	52,507
Non-current					
Deposits		**19,775**	22,315	**19,775**	22,315

(a) The non-trade payables due to related parties are recharges and expenses incurred for services which are unsecured, interest-free and repayable on demand.

The Group's and LREIT's exposures to liquidity and foreign currency risks related to trade and other payables are disclosed in note 28.

NOTES TO THE FINANCIAL STATEMENTS

15 LOANS AND BORROWINGS

	Group		LREIT	
	2024 S$'000	2023 S$'000	2024 S$'000	2023 S$'000
Current				
Unsecured interest-bearing bank borrowings	**360,000**	434,734	**360,000**	434,734
Less: Unamortised transaction costs	**(2,284)**	(1,123)	**(2,284)**	(1,123)
	357,716	433,611	**357,716**	433,611
Non-current				
Unsecured interest-bearing bank borrowings	**1,205,743**	1,118,115	**1,205,743**	1,118,115
Less: Unamortised transaction costs	**(27,489)**	(39,543)	**(27,489)**	(39,543)
	1,178,254	1,078,572	**1,178,254**	1,078,572

The contractual terms of the Group's and LREIT's borrowings, which are measured at amortised cost are disclosed below.

As at 30 June 2024, the Group and LREIT has approximately S$168.6 million of undrawn debt facilities. In addition, the Group and LREIT have a S$1.0 billion Multicurrency Debt Issuance Programme, of which S$400 million perpetual securities have been issued, and a S$500 million Euro-Commercial Paper Programme.

The Group's and LREIT's exposures to interest rate, foreign currency and liquidity risks are disclosed in note 28.

Terms and debt repayment schedule

Terms and conditions of the interest-bearing bank borrowings are as follows:

			Group and LREIT	
	Nominal interest rate %	Financial year of maturity	Face Value S$'000	Carrying amount S$'000
2024				
S$ floating rate bank borrowings	**SORA[1] + margin**	**2025 – 2029**	**1,151,783**	**1,135,903**
€ floating rate bank borrowings	**EURIBOR[2] + margin**	**2028**	**413,960**	**400,067**
			1,565,743	**1,535,970**
2023				
S$ floating rate bank borrowings	SORA[1] + margin	2025 – 2028	1,100,400	1,077,464
S$ fixed rate bank borrowings	5.34%[3]	2024	14,000	14,000
€ floating rate bank borrowings	EURIBOR[2] + margin	2024 – 2028	420,734	403,066
€ fixed rate bank borrowings	4.82%[3]	2025	17,715	17,653
			1,552,849	1,512,183

[1] Singapore Overnight Rate Average.

[2] Euro Interbank Offered Rate.

[3] The rates are based on cost of funds determined by the banks.

NOTES TO THE FINANCIAL STATEMENTS

15 LOANS AND BORROWINGS (continued)

Reconciliation of changes in liabilities arising from financing activities

		Financing cash flows			
	At 1 July 2023 S$'000	Proceeds from loans and borrowings S$'000	Repayment of loans and borrowings S$'000	Payment of lease liability S$'000	Payment of financing expenses S$'000
Unsecured interest-bearing bank borrowings	**1,512,183**	**530,057**	**(510,104)**	**–**	**(1,080)**
Lease liability	**1,871**	**–**	**–**	**(270)**	**–**
Interest payable	**3,436**	**–**	**–**	**–**	**(54,379)**
	1,517,490	**530,057**	**(510,104)**	**(270)**	**(55,459)**

		Financing cash flows			
	At 1 July 2022 S$'000	Proceeds from loans and borrowings S$'000	Repayment of loans and borrowings S$'000	Payment of lease liability S$'000	Payment of financing expenses S$'000
Unsecured interest-bearing bank borrowings	1,449,900	220,215	(153,397)	–	(22,935)
Lease liability	2,105	–	–	(270)	–
Interest payable	2,818	–	–	–	(37,926)
	1,454,823	220,215	(153,397)	(270)	(60,861)

	Non-cash changes				
	Borrowing costs expensed S$'000	Foreign exchange movement S$'000	Remeasurement of lease liability S$'000	Other changes S$'000	At 30 June 2024 S$'000
	11,973	**(7,059)**	**–**	**–**	**1,535,970**
	–	**–**	**523**	**32**	**2,156**
	55,890	**(5)**	**–**	**–**	**4,942**
	67,863	**(7,064)**	**523**	**32**	**1,543,068**

	Non-cash changes				
	Borrowing costs expensed S$'000	Foreign exchange movement S$'000	Remeasurement of lease liability S$'000	Other changes S$'000	At 30 June 2023 S$'000
	12,504	5,896	–	–	1,512,183
	–	–	–	36	1,871
	38,537	7	–	–	3,436
	51,041	5,903	–	36	1,517,490

NOTES TO THE FINANCIAL STATEMENTS

16 LEASES

Leases as lessee

Information about leases for which the Group is a lessee is presented below.

(i) Amounts recognised in the statements of financial position

	Note	Group and LREIT 2024 S$'000	Group and LREIT 2023 S$'000
Right-of-use asset			
– Included within investment property under development	6	**2,156**	1,871
Lease liability			
– Current		**196**	238
– Non-current		**1,960**	1,633
		2,156	1,871

(ii) Amounts recognised in the statements of profit or loss and other comprehensive income

	Note	Group and LREIT 2024 S$'000	Group and LREIT 2023 S$'000
Net change in fair value of right-of-use asset (included within net change in fair value of investment property under development)	6	**(238)**	(233)

(iii) Amounts recognised in the consolidated statements of cash flows

	Group 2024 S$'000	Group 2023 S$'000
Payment of lease liability	**(270)**	(270)

The Group leases land in respect of the investment property under development from Singapore Land Authority. The lease has an initial tenancy term of 3 years, which may be renewed for a further two tenancy terms of 3 years each, and a final tenancy term not exceeding 364 days. During the financial year 30 June 2024, the Group has been awarded an additional 3 year lease extension.

The renewable options are exercisable only by the Group and up to one year before the end of the non-cancellable contract period. The Group has included all renewable options in the lease liability as it assessed at lease commencement date that it is reasonably certain to exercise all renewable options.

The lease provides for variable rent payments which are linked to profit generated from the site.

NOTES TO THE FINANCIAL STATEMENTS

16 LEASES (continued)

Leases as lessor

The Group leases out its investment properties (see note 5). The Group has classified these leases as operating leases.

The Group leases out its investment properties to tenants with lease tenures of 1 to 30 years, with certain leases with options to renew at negotiated terms. The Group has classified these leases as operating leases, because they do not transfer substantially all of the risks and rewards incidental to the ownership of the assets.

Rental income from investment properties recognised by the Group for the year ended 30 June 2024 was S$189,136,000 (2023: S$187,163,000).

The following table sets out a maturity analysis of lease payments, showing the undiscounted lease payments to be received after the reporting date.

	Group	
	2024	**2023**
	S$'000	**S$'000**
Operating leases under IFRS 16		
Less than one year	**177,754**	191,295
One to two years	**128,339**	165,665
Two to three years	**87,091**	115,374
Three to four years	**64,516**	77,936
Four to five years	**43,502**	66,623
More than five years	**400,256**	453,627
	901,458	1,070,520

17 NON-CONTROLLING INTERESTS

The following subsidiary of the Group has material NCI.

	Ownership interest held by NCI	
	2024	**2023**
	%	**%**
Lendlease Jem Partners Fund Limited[1]	**47.0**	47.0

[1] Held by Lendlease Global Commercial (SGP) Pte. Ltd..

NOTES TO THE FINANCIAL STATEMENTS

17 NON-CONTROLLING INTERESTS (continued)

The following table summarises the financial information of the Group's subsidiary with material NCI based on their respective financial statements prepared in accordance with IFRS.

	LLJP	
	2024	**2023**
	S$'000	**S$'000**
Revenue	**–**	–
Profit after tax	**217**	318
Profit/(Loss) attributable to NCI	**58**	(352)
Non-current assets	**3,895**	5,334
Current assets	**481**	581
Current liabilities	**(46)**	(51)
Net assets	**4,330**	5,864
Net assets attributable to NCI	**1,224**	1,989
Cash flows used in operating activities	**(99)**	(348)
Cash flows generated from investing activities	**1,750**	2,500
Cash flows used in financing activities[1]	**(1,750)**	(3,187)
Net decrease in cash and cash equivalents	**(99)**	(1,035)

[1] Includes dividends paid to NCI.

18 UNITS IN ISSUE AND PERPETUAL SECURITIES

(i) Units in issue

		Group and LREIT	
		2024	**2023**
		No. of units	**No. of units**
	Note	**'000**	**'000**
Units issued:			
Units issued at 1 July		**2,323,662**	2,277,126
Issue of new units:			
Units issued as payment of Manager's base fees	(a)	**16,512**	11,029
Units issued as payment of Manager's performance fees	(a)	**11,639**	4,330
Units issued as payment of Manager's acquisition fees	(b)	**1,516**	–
Units issued under distribution reinvestment plan	(c)	**13,719**	25,713
Units issued as payment of property management fees	(d)	**9,530**	5,464
At the end of the financial year		**2,376,578**	2,323,662
Units to be issued:			
Manager's base fees		**8,977**	7,768
Manager's performance fees		**14,897**	11,639
Manager's acquisition fees[1]		**–**	1,287
Property management fees[1]		**5,251**	4,394
Issued and issuable units at end of the financial year		**2,405,703**	2,348,750

[1] Estimated based on the 10-day volume weighted average price as at 31 March 2024 and 30 June 2024 as relevant.

NOTES TO THE FINANCIAL STATEMENTS

18 UNITS IN ISSUE AND PERPETUAL SECURITIES (continued)

(i) Units in issue (continued)

During the financial year ended 30 June 2024, there were the following issuances of units:

(a) 28,150,757 (2023: 15,359,230) units at an issue price ranging from S$0.5528 to S$0.6788 (2023: S$0.7018 to S$0.7934) per unit as payment of the base fee of the Manager's fees incurred for the period from January 2023 to December 2023 (2023: January 2022 to December 2022) and the performance fee of the Manager's fees for the period from July 2022 to June 2023 (2023: July 2021 to June 2022);

(b) 1,516,104 units at an issue price of S$0.5620 per unit as payment of the acquisition fee of the Manager's fees in respect of the acquisition of 10.0% interest in PPP;

(c) 13,719,491 (2023: 25,712,783) units at an issue price ranging from S$0.5690 to S$0.5982 (2023: S$0.6788) per unit in respect of the distribution reinvestment plan for the period January 2023 to December 2023 (2023: July 2022 to December 2022); and

(d) 9,529,933 (2023: 5,463,895) units at an issue price ranging from S$0.5600 to S$0.6788 (2023: S$0.7018 to S$0.7934) per unit as payment for property management services provided by the property manager in respect of the Singapore Properties for the period from January 2023 to December 2023 (2023: January 2022 to December 2022).

(ii) Perpetual securities

On 4 June 2021, LREIT issued S$200.0 million perpetual securities ("**Perpetual Securities Series 001**"). On 11 April 2022, LREIT issued S$200.0 million perpetual securities ("**Perpetual Securities Series 002**"), (collectively, the "**Perpetual Securities**"), under the S$1.0 billion Multicurrency Debt Issuance Programme. The key terms and conditions of the Perpetual Securities are as follows:

- the Perpetual Securities 001 will confer a right to receive distribution payments at a rate of 4.20% per annum with the first distribution rate reset date falling on 4 June 2026 and resets occurring every five years thereafter;
- the Perpetual Securities 002 will confer a right to receive distribution payments at a rate of 5.25% per annum with the first distribution rate reset date falling on 11 April 2025 and resets occurring every three years thereafter;
- the Perpetual Securities may be redeemed at the option of LREIT after the first distribution rate reset date and on each distribution payment date thereafter;
- the distributions are payable semi-annually in arrears on a discretionary basis and are non-cumulative; and
- the Perpetual Securities will constitute direct, unconditional, subordinated and unsecured obligations of LREIT and rank pari passu and without any preference among themselves and with any Parity Obligations (as defined in the terms and conditions) of the S$1.0 billion Multicurrency Debt Issuance Programme.

Accordingly, the Perpetual Securities are classified as equity. The expenses relating to the issue of the Perpetual Securities are deducted against the proceeds from the issue.

As at 30 June 2024, the S$399.4 million (2023: S$399.4 million) presented in the statements of financial position of the Group and LREIT represent the carrying value of the S$400.0 million (2023: S$400.0 million) Perpetual Securities issued, net of issue costs and includes the profit attributable to the Perpetual Securities holders from the last distribution date.

NOTES TO THE FINANCIAL STATEMENTS

19 GROSS REVENUE

	Group	
	2024 S$'000	2023 S$'000
Rental income	**189,136**	187,163
Turnover rent	**5,583**	6,114
Other property income	**26,186**	11,599
	220,905	204,876

Turnover rent is contingent rent derived from operating leases.

Other property income mainly comprises upfront recognition of supplementary rent in relation to the return of Building 3 by Sky Italia S.r.l. of $14,678,000 (2023: Nil), car park income of S$7,008,000 (2023: S$6,365,000) and electricity income of S$375,000 (2023: S$1,830,000).

20 PROPERTY OPERATING EXPENSES

	Group	
	2024 S$'000	2023 S$'000
Property maintenance expenses	**10,637**	10,066
Property management fees	**6,129**	5,937
Property management reimbursements[1]	**3,952**	3,925
Property related tax	**17,267**	15,834
Marketing	**4,064**	4,101
Utilities	**7,816**	5,938
Others	**5,760**	5,138
	55,625	50,939

[1] Relates to reimbursement of staff costs paid/payable to the property manager.

Others mainly comprise S$2,030,000 (2023: S$1,581,000) of leasing fees expenses.

21 MANAGER'S BASE AND PERFORMANCE FEE

	Group	
	2024 S$'000	2023 S$'000
Base fee paid/payable in units	**10,274**	10,415
Performance fee paid/payable in units	**8,396**	7,705
	18,670	18,120

NOTES TO THE FINANCIAL STATEMENTS

22 OTHER TRUST EXPENSES

	Group	
	2024 S$'000	**2023 S$'000**
Auditor's remuneration		
– audit fees	**290**	273
– non-audit fees	**12**	6
Valuation fees	**81**	99
Consultancy and other professional fees	**373**	211
Other expenses	**1,091**	3,172
	1,847	3,761

23 NET FINANCE COSTS

	Group	
	2024 S$'000	**2023 S$'000**
Finance income		
Interest income	**1,273**	647
Finance expenses		
Interest expense on bank borrowings	**(55,890)**	(38,537)
Financing fees[1]	**(12,312)**	(12,821)
Total finance expenses	**(68,202)**	(51,358)
Net finance cost	**(66,929)**	(50,711)

[1] Includes amortisation of debt-related transaction costs and other finance costs.

24 TAX EXPENSE

	Group	
	2024 S$'000	**2023 S$'000**
Current tax expense	**–**	–
Reconciliation of effective tax rate		
Profit before tax	**77,241**	118,472
Less: Share of profit of associates	**(592)**	(1,052)
Profit before share of profit of associates and tax	**76,649**	117,420
Tax using Singapore tax rate of 17% (2023: 17%)	**13,030**	19,961
Income not subject to tax	**(21,341)**	(21,859)
Non-tax deductible items	**25,874**	19,805
Others	**(614)**	(582)
Tax transparency	**(16,949)**	(17,325)
	–	–

NOTES TO THE FINANCIAL STATEMENTS

25 EARNINGS PER UNIT

Basic earnings per unit is calculated by dividing the total profit for the financial year after tax, before distribution, by the weighted average number of units during the financial year.

	Group	
	2024	**2023**
Profit after tax attributable to Unitholders (S$'000)	**58,231**	99,924
Basic and diluted earnings per unit		
Weighted average number of units during the financial year ('000)	**2,348,940**	2,293,129
Basic earnings per unit (cents)	**2.48**	4.36

Diluted earnings per unit is the same as basic earnings per unit as there is no potential dilutive units during the financial year.

26 CAPITAL COMMITMENTS

As at the reporting date, the Group had the following commitments:

	Group	
	2024	**2023**
	S$'000	**S$'000**
Capital expenditure contracted but not provided for in the financial statements	**18,863**	380

27 RELATED PARTIES

In the normal course of the operations of LREIT, the Manager's fees and Trustee's fee have been paid or are payable to the Manager and the Trustee respectively. Other management fees have been paid or are payable to related parties.

In addition to the related party information disclosed elsewhere in the financial statements, significant related party transactions which were carried out in the normal course of business on terms agreed between the parties during the financial year were as follows:

	Group	
	2024	**2023**
	S$'000	**S$'000**
Property management fees paid and payable to property manager	**6,041**	5,858
Property management reimbursements paid and payable to property manager	**3,952**	3,925
Leasing commission paid and payable to property manager	**2,446**	3,851
Tenancy design review fees paid and payable to property manager	**299**	386
Acquisition fees paid and payable to the Manager	**–**	852

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT

Overview

Risk management is integral to the whole business of the Group. The Group has a system of controls in place to create an acceptable balance between the cost of risks occurring and the cost of managing the risks. The Manager of LREIT continually monitors LREIT's risk management process to ensure that an appropriate balance between risk and control is achieved. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and LREIT's activities.

The Manager of LREIT continually monitors LREIT's risk management policies and procedures and reviews the adequacy of the risk management framework in relation to the risks faced by LREIT.

As at 30 June 2024, the Group's aggregate leverage was 40.9% (2023: 40.6%) with an interest coverage ratio ("**ICR**") of 3.2 times (2023: 4.2 times) in accordance with the requirements in the interest-bearing bank borrowing facilities. The Group has an ICR of 2.2 times (2023: 2.7 times) and an adjusted ICR of 1.7 times (2023: 2.0 times) in accordance with Appendix 6 of the CIS Code issued by MAS. The Group had complied with the aggregate leverage limit during the financial year.

There were no changes in the Group's approach to capital management during the financial year.

Credit risk

Credit risk is the potential financial loss resulting from the failure of a tenant or a counterparty to settle its financial and contractual obligations to the Group, as and when they fall due.

Trade receivables

Credit evaluations are performed by the Manager before lease agreements are entered into with the lessees. Rental deposits as a multiple of monthly rent are received either in cash or bank guarantees to reduce credit risk. The Manager also monitors the amount owing by the lessees on an ongoing basis.

At the reporting date, there was no significant concentration of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the statements of financial position.

Exposure to credit risk

Concentration of credit risk relating to trade receivables is limited due to the Group's many varied tenants and credit policy of obtaining security deposits, banker's guarantees or other forms of collateral from tenants. These tenants comprise tenants engaged in a wide variety of trades. The Group's historical experience in the collection of accounts receivable falls within the recorded allowances. Due to these factors, the Manager believes that no additional credit risk beyond amounts provided for collection losses is inherent in the Group's trade receivables.

Expected credit loss assessment for individual tenants

The Group uses an allowance matrix to measure the ECLs of trade receivables from individual tenants, which comprise a very large number of balances.

Loss rates are calculated using a 'roll rate' method based on the probability of a receivable progressing through successive stages of delinquency to write-off based on actual credit loss experience.

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT (continued)

Credit risk (continued)

Trade receivables (continued)

Expected credit loss assessment for individual tenants (continued)

The ageing of trade receivables at the reporting date was:

	Group		LREIT	
	Gross	Impairment loss	Gross	Impairment loss
	S$'000	S$'000	S$'000	S$'000
2024				
Not past due	**45**	–	**45**	–
Past due 1 – 30 days	**1,030**	(196)	**1,030**	(196)
Past due 31 – 90 days	**1,306**	(274)	**1,306**	(274)
Past due more than 90 days	**2,921**	(1,204)	**2,921**	(1,204)
	5,302	(1,674)	**5,302**	(1,674)
2023				
Not past due	**11**	–	**11**	–
Past due 1 – 30 days	**818**	(152)	**818**	(152)
Past due 31 – 90 days	**707**	(161)	**707**	(161)
Past due more than 90 days	**1,776**	(1,349)	**1,776**	(1,349)
	3,312	(1,662)	**3,312**	(1,662)

Cash and cash equivalents

Cash and cash equivalents are placed with financial institutions which are regulated.

Impairment on cash and cash equivalents has been measured on the 12-month expected loss basis and reflects the short maturities of the exposures. The Group considers that its cash and cash equivalents have low credit risk based on the external credit ratings of its counterparties. The ECL on cash and cash equivalents is negligible.

Derivative financial instruments

Transactions involving derivative financial instruments are entered into only with counterparties that are regulated.

Other receivables

The Group assesses on a forward-looking basis the ECLs associated with financial assets at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk. The Group considers that the credit risk of these counterparties has not increased, and determines that the 12-month ECL on outstanding balances is negligible as at the reporting date.

Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group manages its debt maturity profile and operating cash flows to ensure that refinancing, repayment and funding needs are met. As part of liquidity management, the Group invests primarily in bank deposits and finances its operations mainly through the use of mid to long term financing transactions.

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT (continued)

Liquidity risk (continued)

Exposure to liquidity risk

The following are the expected contractual undiscounted cash inflows/(outflows) of financial liabilities, at amortised cost, including contractual interest payments and excluding the impact of netting agreements.

		Cash flows			
	Carrying amount S$'000	Contractual cash flows S$'000	Within 1 year S$'000	Between 1 to 5 years S$'000	After 5 years S$'000
Group					
30 June 2024					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	**1,535,970**	**(1,712,404)**	**(427,384)**	**(1,285,020)**	**–**
Trade and other payables[2]	**64,629**	**(64,629)**	**(44,854)**	**(19,610)**	**(165)**
Lease liability	**2,156**	**(2,542)**	**(270)**	**(1,080)**	**(1,192)**
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	**(4,548)**	**4,753**	**3,368**	**1,385**	**–**
Interest rate derivatives (net-settled)	**4,200**	**(5,486)**	**627**	**(6,113)**	**–**
Forward currency exchange contracts (gross-settled)	**60**				
– (outflow)		**(5,229)**	**(5,229)**	**–**	**–**
– inflow		**5,163**	**5,163**	**–**	**–**
	1,602,467	**(1,780,374)**	**(468,579)**	**(1,310,438)**	**(1,357)**
30 June 2023					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	1,512,183	(1,687,644)	(493,907)	(1,193,737)	–
Trade and other payables[2]	68,084	(68,084)	(45,770)	(22,254)	(60)
Lease liability	1,871	(2,002)	(270)	(1,080)	(652)
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	(14,608)	18,869	13,136	5,733	–
Interest rate derivatives (net-settled)	568	(942)	263	(1,205)	–
Forward currency exchange contracts (gross-settled)	(202)				
– (outflow)		(10,777)	(10,777)	–	–
– inflow		10,950	10,950	–	–
Forward currency exchange contracts (gross-settled)	514				
– (outflow)		(15,206)	(9,891)	(5,315)	–
– inflow		14,665	9,502	5,163	–
	1,568,410	(1,740,171)	(526,764)	(1,212,695)	(712)

[1] The contractual cash flows assume no interest savings from sustainability-linked bank borrowings of S$1,394.4 million (2023: S$980.4 million).

[2] Excludes interest payable and rental received in advance.

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT (continued)

Liquidity risk (continued)

Exposure to liquidity risk (continued)

		Cash flows			
	Carrying amount	Contractual cash flows	Within 1 year	Between 1 to 5 years	After 5 years
	S$'000	S$'000	S$'000	S$'000	S$'000
LREIT					
30 June 2024					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	**1,535,970**	**(1,712,404)**	**(427,384)**	**(1,285,020)**	**–**
Trade and other payables[2]	**63,394**	**(63,394)**	**(43,619)**	**(19,610)**	**(165)**
Lease liability	**2,156**	**(2,542)**	**(270)**	**(1,080)**	**(1,192)**
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	**(4,548)**	**4,753**	**3,368**	**1,385**	**–**
Interest rate derivatives (net-settled)	**4,200**	**(5,486)**	**627**	**(6,113)**	**–**
Forward currency exchange contracts (gross-settled)	**60**				
– (outflow)		**(5,229)**	**(5,229)**	**–**	**–**
– inflow		**5,163**	**5,163**	**–**	**–**
	1,601,232	**(1,779,139)**	**(467,344)**	**(1,310,438)**	**(1,357)**
30 June 2023					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	1,512,183	(1,687,644)	(493,907)	(1,193,737)	–
Trade and other payables[2]	65,622	(65,622)	(43,308)	(22,254)	(60)
Lease liability	1,871	(2,002)	(270)	(1,080)	(652)
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	(14,608)	18,869	13,136	5,733	–
Interest rate derivatives (net-settled)	568	(942)	263	(1,205)	–
Forward currency exchange contracts (gross-settled)	(202)				
– (outflow)		(10,777)	(10,777)	–	–
– inflow		10,950	10,950	–	–
Forward currency exchange contracts (gross-settled)	514				
– (outflow)		(15,206)	(9,891)	(5,315)	–
– inflow		14,665	9,502	5,163	–
	1,565,948	(1,737,709)	(524,302)	(1,212,695)	(712)

[1] The contractual cash flows assume no interest savings from sustainability-linked bank borrowings of S$1,394.4 million (2023: S$980.4 million).

[2] Excludes interest payable and rental received in advance.

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT (continued)

Market risk

Market risk is the risk that changes in market prices, such as interest rates and foreign exchange rates, will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposure within acceptable parameters, while optimising the return on risk.

Interest rate risk

The Group manages its interest rate exposure by maintaining a mix of fixed and floating rate borrowings, where feasible. The Group actively reviews its debt portfolio, taking into account the investment holding period and nature of its assets. The Group also uses derivative financial instruments such as interest rate derivatives and forward currency exchange contracts to minimise its exposure to interest rate volatility, where feasible. These derivative financial instruments are classified as derivative asset or liability on the statements of financial position.

As at 30 June 2024, the Group had S$1,394.4 million (2023: S$980.4 million) sustainability-linked loans where the sustainability targets are linked with emissions reductions. Upon meeting the targets, the Group will be awarded interest savings.

The Group's exposure to interest rate risk for changes in interest rates relates mainly to the interest-bearing financial assets and financial liabilities.

	Notional amount Group and LREIT	
	2024 S$'000	**2023 S$'000**
Fixed rate instruments		
Unsecured interest-bearing bank borrowings	**–**	(31,715)
Interest rate derivatives	**(948,905)**	(949,734)
	(948,905)	(981,449)
Variable rate instruments		
Unsecured interest-bearing bank borrowings	**(1,565,743)**	(1,521,134)
Interest rate derivatives	**948,905**	949,734
	(616,838)	(571,400)

Sensitivity analysis

The Group does not account for any fixed rate instruments at fair value through profit or loss, and the Group does not designate derivatives as hedging instruments under a fair value hedge accounting model. Therefore, in respect of the fixed rate instruments, a change in interest rates at the reporting date would not affect the statements of profit or loss and other comprehensive income.

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT (continued)

Interest rate risk (continued)

Cash flow sensitivity analysis for variable rate instruments

A 100 basis point ("**bp**") movement in interest rate at the reporting date would increase/(decrease) profit or loss (before any tax effect) by the amounts shown below. This analysis assumes that all other variables, in particular foreign currency rates, remain constant.

	Group S$'000	LREIT S$'000
2024		
100 bp increase	**(6,168)**	**(6,168)**
100 bp decrease	**6,168**	**6,168**
2023		
100 bp increase	(5,714)	(5,714)
100 bp decrease	5,714	5,714

Foreign currency risk

The Group's exposure to foreign currency risk relates to transactions that are denominated in currencies other than the respective functional currencies of the Group's entities.

The Group maintains a natural hedge, whenever possible, by borrowing in the currency of the country where its property or investment is located or by borrowing in currencies that match the future revenue stream to be generated from its investments.

In relation to its overseas investments in its foreign subsidiary whose net assets are exposed to currency translation risks and which is held for long term investment purposes, the differences arising from such translation are recorded under the foreign currency translation reserve, in net assets attributable to Unitholders. These translation differences are reviewed and monitored on a regular basis.

As at reporting date, the Group's and LREIT's exposure to foreign currencies in relation to financial assets and liabilities was as follows:

	Euro			
	Group		LREIT	
	2024 S$'000	2023 S$'000	2024 S$'000	2023 S$'000
Cash and cash equivalents	**7,894**	18,310	**1,059**	2,487
Trade and other receivables[1]	**232**	406	**–**	–
Trade and other payables[2]	**(1,162)**	(2,383)	**–**	–
Derivative financial instruments	**(1,738)**	6,887	**(1,738)**	6,887
Loans and borrowings	**(413,960)**	(438,449)	**(413,960)**	(438,449)
Net exposure	**(408,734)**	(415,229)	**(414,639)**	(429,075)

[1] Excludes net VAT receivable

[2] Excludes rental received in advance

Sensitivity analysis

At the reporting date, a 5% strengthening/weakening of the Euro, as indicated below, against the Singapore dollar at the reporting date would have increased/(decreased) total profit or loss by the amounts shown below for the Group's and LREIT's financial assets and financial liabilities. This analysis assumes that all other variables, in particular interest rates, remain constant.

NOTES TO THE FINANCIAL STATEMENTS

28 FINANCIAL RISK MANAGEMENT (continued)

Foreign currency risk (continued)

Sensitivity analysis (continued)

	Group S$'000	LREIT S$'000
2024		
5% strengthening	**(20,437)**	**(20,732)**
5% weakening	**20,437**	**20,732**
2023		
5% strengthening	(20,761)	(21,454)
5% weakening	20,761	21,454

29 FAIR VALUE OF ASSETS AND LIABILITIES

The following methods and assumptions are used to estimate fair values of the following significant classes of financial instruments:

(i) Derivative financial instruments

Interest rate derivatives are valued using valuation techniques with market observable inputs. The most frequently applied valuation techniques include forward pricing and swap models, using present valuation calculations. The models incorporate various inputs including the credit quality of counterparties, interest rate and forward rate curves.

The fair value of the foreign currency forward contracts is determined using quoted forward exchange rates at the reporting date and present value calculation based on high credit quality yield curves in the respective currencies.

(ii) Non-derivatives financial instruments

Financial instruments that are not measured at fair value

Fair value, which is determined for disclosure purposes, is calculated based on the present value of future principal and interest cash flows, discounted using the market rate of interest at the reporting date. The carrying amounts of loans and borrowings approximate their fair values as these loans and borrowings are interest-bearing at floating rates and reprice at an interval of one to twelve months.

Financial instruments for which fair value is equal to the carrying value

These financial instruments include cash and cash equivalents, trade and other receivables, other current assets, other non-current assets, trade and other payables and lease liability. The carrying amounts of these financial instruments are approximations of their fair values because they are either short term in nature or the effect of discounting is immaterial.

Equity instrument at fair value

The fair value measurement for equity instrument at fair value has been categorised as Level 3 based on inputs to the valuation techniques used.

The fair value of the equity instrument is calculated using the net asset value of the unquoted entity adjusted for the fair value of the underlying property. The estimated fair value would increase/(decrease) if the net asset value was higher/(lower).

NOTES TO THE FINANCIAL STATEMENTS

29 FAIR VALUE OF ASSETS AND LIABILITIES (continued)

Accounting classifications and fair values

The fair values of financial assets and liabilities, together with the carrying amounts shown in the statements of financial position, are as follows. It does not include fair value information for financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

		Carrying amount	
	Note	At amortised cost S$'000	FVTPL S$'000
30 June 2024			
Group			
Financial assets not measured at fair value			
Other non-current assets		**2,551**	**–**
Cash and cash equivalents	11	**34,124**	**–**
Trade and other receivables[1]	12	**3,860**	**–**
Other current assets[2]	13	**4,090**	**–**
		44,625	**–**
Financial assets measured at fair value			
Equity instrument at fair value	9	**–**	**86,098**
Derivative financial assets	10	**–**	**4,548**
		–	**90,646**
Financial liabilities not measured at fair value			
Trade and other payables[3]	14	**–**	**–**
Loans and borrowings	15	**–**	**–**
Lease liability	16	**–**	**–**
		–	**–**
Financial liabilities measured at fair value			
Derivative financial liabilities	10	**–**	**(4,260)**

[1] Excludes net VAT receivables.

[2] Excludes deposits and prepayments.

[3] Excludes net GST payables and rental received in advance.

		Fair value			
Other financial liabilities S$'000	Total carrying amount S$'000	Level 1 S$'000	Level 2 S$'000	Level 3 S$'000	Total S$'000
–	2,551				
–	34,124				
–	3,860				
–	4,090				
–	44,625				
–	86,098	–	–	86,098	86,098
–	4,548	–	4,548	–	4,548
–	90,646				
(66,475)	(66,475)				
(1,535,970)	(1,535,970)				
(2,156)	(2,156)				
(1,604,601)	(1,604,601)				
–	(4,260)	–	(4,260)	–	(4,260)

NOTES TO THE FINANCIAL STATEMENTS

29 FAIR VALUE OF ASSETS AND LIABILITIES (continued)

Accounting classifications and fair values (continued)

	Note	Carrying amount	
		At amortised cost S$'000	FVTPL S$'000
30 June 2023			
Group			
Financial assets not measured at fair value			
Other non-current assets		2,685	–
Cash and cash equivalents	11	54,224	–
Trade and other receivables[1]	12	2,703	–
Other current assets[2]	13	4,417	–
		64,029	–
Financial assets measured at fair value			
Equity instrument at fair value	9	–	85,784
Derivative financial assets	10	–	14,810
		–	100,594
Financial liabilities not measured at fair value			
Trade and other payables[3]	14	–	–
Loans and borrowings	15	–	–
Lease liability	16	–	–
		–	–
Financial liabilities measured at fair value			
Derivative financial liabilities	10	–	(1,082)

[1] Excludes net VAT receivables.

[2] Excludes deposits and prepayments.

[3] Excludes net GST payables and rental received in advance.

		Fair value			
Other financial liabilities S$'000	**Total carrying amount S$'000**	**Level 1 S$'000**	**Level 2 S$'000**	**Level 3 S$'000**	**Total S$'000**
–	2,685				
–	54,224				
–	2,703				
–	4,417				
–	64,029				
–	85,784	–	–	85,784	85,784
–	14,810	–	14,810	–	14,810
–	100,594				
(69,105)	(69,105)				
(1,512,183)	(1,512,183)				
(1,871)	(1,871)				
(1,583,159)	(1,583,159)				
–	(1,082)	–	(1,082)	–	(1,082)

NOTES TO THE FINANCIAL STATEMENTS

29 FAIR VALUE OF ASSETS AND LIABILITIES (continued)

Accounting classifications and fair values (continued)

	Note	Carrying amount: At amortised cost S$'000	Carrying amount: FVTPL S$'000
30 June 2024			
LREIT			
Financial assets not measured at fair value			
Other non-current assets		**2,551**	**–**
Cash and cash equivalents	11	**26,669**	**–**
Trade and other receivables	12	**3,628**	**–**
Other current assets[1]	13	**4,090**	**–**
		36,938	**–**
Financial assets measured at fair value			
Equity instrument at fair value	9	**–**	**86,098**
Derivative financial assets	10	**–**	**4,548**
		–	**90,646**
Financial liabilities not measured at fair value			
Trade and other payables[2]	14	**–**	**–**
Loans and borrowings	15	**–**	**–**
Lease liability	16	**–**	**–**
		–	**–**
Financial liabilities measured at fair value			
Derivative financial liabilities	10	**–**	**(4,260)**

[1] Excludes deposits and prepayments.

[2] Excludes net GST payables and rental received in advance.

		Fair value			
Other financial liabilities S$'000	Total carrying amount S$'000	Level 1 S$'000	Level 2 S$'000	Level 3 S$'000	Total S$'000
–	2,551				
–	26,669				
–	3,628				
–	4,090				
–	36,938				
–	86,098	–	–	86,098	86,098
–	4,548	–	4,548	–	4,548
–	90,646				
(65,240)	(65,240)				
(1,535,970)	(1,535,970)				
(2,156)	(2,156)				
(1,603,366)	(1,603,366)				
–	(4,260)	–	(4,260)	–	(4,260)

NOTES TO THE FINANCIAL STATEMENTS

29 FAIR VALUE OF ASSETS AND LIABILITIES (continued)

Accounting classifications and fair values (continued)

	Note	Carrying amount	
		At amortised cost S$'000	FVTPL S$'000
30 June 2023			
LREIT			
Financial assets not measured at fair value			
Other non-current assets		2,685	–
Cash and cash equivalents	11	37,662	–
Trade and other receivables	12	2,297	–
Other current assets[1]	13	4,417	–
		47,061	–
Financial assets measured at fair value			
Equity instrument at fair value	9	–	85,784
Derivative financial assets	10	–	14,810
		–	100,594
Financial liabilities not measured at fair value			
Trade and other payables[2]	14	–	–
Loans and borrowings	15	–	–
Lease liability	16	–	–
		–	–
Financial liabilities measured at fair value			
Derivative financial liabilities	10	–	(1,082)

[1] Excludes deposits and prepayments.

[2] Excludes net GST payables and rental received in advance.

		Fair value			
Other financial liabilities S$'000	**Total carrying amount S$'000**	**Level 1 S$'000**	**Level 2 S$'000**	**Level 3 S$'000**	**Total S$'000**
–	2,685				
–	37,662				
–	2,297				
–	4,417				
–	47,061				
–	85,784	–	–	85,784	85,784
–	14,810	–	14,810	–	14,810
–	100,594				
(66,643)	(66,643)				
(1,512,183)	(1,512,183)				
(1,871)	(1,871)				
(1,580,697)	(1,580,697)				
–	(1,082)	–	(1,082)	–	(1,082)

NOTES TO THE FINANCIAL STATEMENTS

30 OPERATING SEGMENT

For segment reporting purpose, the primary segment is by geography and it comprises Singapore and Italy. The Group's reportable operating segments are as follows:

(i) Singapore – leasing of retail and office buildings in Singapore.

(ii) Italy – leasing of Sky Complex, comprising three commercial buildings in Milan, Italy.

Segment information is presented in respect of the Group's geographical segments. The operations of each of the Group's geographical segments are separately managed because of different economic and regulatory environments in which they operate in. For the purpose of making resource allocation and the assessment of segment performance, the Group's CODMs have focused on its investment properties. For each of the reporting segments, the Manager reviews internal management reports on a monthly basis. This forms the basis of identifying the operating segments of the Group under IFRS 8 *Operating Segments*.

	Singapore S$'000	Italy S$'000	Total S$'000
For the year ended 30 June 2024			
Gross revenue	**185,616**	**35,289**	**220,905**
Property operating expenses	**(52,528)**	**(3,097)**	**(55,625)**
Total segment net property income	**133,088**	**32,192**	**165,280**
Dividend income	**3,111**	**–**	**3,111**
Unallocated items:			
Manager's base fees			**(10,274)**
Manager's performance fees			**(8,396)**
Other management fee			**(818)**
Trustee's fee			**(427)**
Other trust expenses			**(1,847)**
Net foreign exchange gain			**7,268**
Finance income			**1,273**
Finance cost			**(68,202)**
Profit before tax, change in fair value, impairment and share of profit			**86,968**
Fair value gains/(losses) of investment properties & investment property under development	**74,081**	**(71,180)**	**2,901**
Share of profit of associates	**592**	**–**	**592**
Fair value gains of equity instrument	**314**	**–**	**314**
Impairment of investment in associates	**(94)**	**–**	**(94)**
Unallocated item:			
Fair value gains of derivative financial instruments			**(13,440)**
Profit before tax			**77,241**
Segment assets	**3,436,183**	**393,631**	**3,829,814**
Segment liabilities	**1,616,291**	**1,220**	**1,617,511**

NOTES TO THE FINANCIAL STATEMENTS

30 OPERATING SEGMENT (continued)

	Singapore S$'000	Italy S$'000	Total S$'000
For the year ended 30 June 2023			
Gross revenue	179,790	25,086	204,876
Property operating expenses	(48,249)	(2,690)	(50,939)
Total segment net property income	131,541	22,396	153,937
Unallocated items:			
Manager's base fees			(10,415)
Manager's performance fees			(7,705)
Other management fee			(762)
Trustee's fee			(438)
Other trust expenses			(3,761)
Net foreign exchange loss			(2,732)
Finance income			647
Finance cost			(51,358)
Profit before tax, change in fair value, impairment and share of profit			77,413
Fair value gains/(losses) of investment properties & investment property under development	90,646	(51,484)	39,162
Share of profit of associates	1,052	–	1,052
Fair value gains of equity instrument	579	–	579
Impairment of investment in associates	(1,067)	–	(1,067)
Unallocated item:			
Fair value gains of derivative financial instruments			1,333
Profit before tax			118,472
Segment assets	3,379,582	446,769	3,826,351
Segment liabilities	1,590,023	5,563	1,595,586

Major tenants

Two major tenants (2023: two major tenants) contributed approximately S$57.2 million (2023: approximately S$47.0 million) of the Group's gross revenue from Singapore and Italy (2023: Singapore and Italy).

NOTES TO THE FINANCIAL STATEMENTS

31 FINANCIAL RATIOS

	Group	
	2024	2023
	%	%
Expenses to weighted average net assets[1]		
- Expense ratio including performance-related fee	**0.99**	1.05
- Expense ratio excluding performance-related fee	**0.61**	0.70
Portfolio turnover rate[2]	**–**	–

[1] The annualised ratios are computed in accordance with the guidelines of Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group, excluding property related expenses, borrowing costs, changes in fair value of financial derivatives, investment properties and investment property under development and foreign exchange gains/(losses).

[2] The annualised ratio is computed based on the lesser of purchases or sales of underlying investment properties of the Group expressed as a percentage of weighted average net asset value.

32 SUBSEQUENT EVENTS

On 5 August 2024, the Manager announced a distribution of 1.7700 Singapore cents per unit, amounting to approximately S$42.1 million in respect of the period from 1 January 2024 to 30 June 2024.

Financials

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Report of the Trustee

DBS Trustee Limited (the "**Trustee**") is under a duty to take into custody and hold the assets of Lendlease Global Commercial REIT ("**LREIT**") and its subsidiaries (collectively, the "**Group**") in trust for the holders ("**Unitholders**") of units in LREIT (the "**units**"). In accordance with the Securities and Futures Act 2001, its subsidiary legislation, the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore and the Listing Manual of Singapore Exchange Securities Trading Limited, the Trustee shall monitor the activities of Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**") for compliance with the limitations imposed on the investment and borrowing powers as set out in the provisions of the Trust Deed constituting LREIT dated 28 January 2019 (as amended)[1] between the Trustee and the Manager (the "**Trust Deed**") in each accounting period and report thereon to Unitholders in an annual report.

To the best knowledge of the Trustee, the Manager has, in all material respects, managed the Group during the year covered by these financial statements, set out on pages 152 to 218, in accordance with the limitations imposed on the investment and borrowing powers set out in the Trust Deed.

For and on behalf of the Trustee
DBS Trustee Limited

Jane Lim Puay Yuen
Director

Singapore
12 September 2023

[1] As amended by the First Amending and Restating Deed dated 10 September 2019, the First Supplemental Deed dated 15 July 2020 and the Supplemental Deed of Retirement and Appointment of Trustee dated 20 May 2022.

Statement by the Manager

In the opinion of the directors of Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**"), the accompanying financial statements of Lendlease Global Commercial REIT ("**LREIT**") and its subsidiaries (the "**Group**") set out on pages 152 to 218, comprising the statements of financial position and portfolio statements of the Group and LREIT as at 30 June 2023, the consolidated statements of profit or loss and other comprehensive income and the distribution statement of the Group, the statements of movements in Unitholders' funds of the Group and LREIT, and the consolidated statement of cash flows of the Group for the year ended 30 June 2023, and the notes to the financial statements are drawn up so as to present fairly, in all material respects, the financial position and portfolio statements of the Group and LREIT as at 30 June 2023, and the profit or loss and other comprehensive income and distributable income of the Group, movements in Unitholders' funds of the Group and LREIT, and cash flows of the Group for the year ended in accordance with International Financial Reporting Standards and the provisions of the Trust Deed dated 28 January 2019 (as amended) and the relevant requirements of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore. At the date of this statement, there are reasonable grounds to believe that the Group and LREIT will be able to meet their respective financial obligations as and when they materialise.

For and on behalf of the Manager
Lendlease Global Commercial Trust Management Pte. Ltd.

Justin Gabbani
Chairperson and Non-Independent
Non-Executive Director

Tsui Kai Chong
Lead Independent Non-Executive Director

Singapore
12 September 2023

Independent Auditors' Report

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

We have audited the consolidated financial statements of Lendlease Global Commercial REIT ("**LREIT**") and its subsidiaries (the "**Group**"), which comprise the consolidated statement of financial position and consolidated portfolio statement of the Group and the statement of financial position and portfolio statement of LREIT as at 30 June 2023, the consolidated statements of profit or loss and other comprehensive income, consolidated distribution statement, consolidated statement of movements in Unitholders' funds and consolidated statement of cash flows of the Group and the statement of movements in Unitholders' funds of LREIT for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, as set out on pages 152 to 218.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position and statement of movements in Unitholders' funds of LREIT present fairly, in all material respects, the consolidated financial position and consolidated portfolio statement of the Group and the financial position and portfolio statement of LREIT as at 30 June 2023, and the consolidated statements of profit or loss and other comprehensive income, consolidated distribution statement, consolidated statement of movements in Unitholders' funds and consolidated statement of cash flows of the Group and the statement of movements in Unitholders' funds of LREIT for the year ended 30 June 2023 in accordance with International Financial Reporting Standards ("**IFRS**").

BASIS FOR OPINION

We conducted our audit in accordance with Singapore Standards on Auditing ("**SSAs**"). Our responsibilities under those standards are further described in the '*Auditors' responsibilities for the audit of the financial statements*' section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("**ACRA Code**") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

KEY AUDIT MATTERS

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current year. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Valuation of investment properties
(Refer to Note 5 to the financial statements)

Risk:

As at 30 June 2023, the Group owns a portfolio of investment properties comprising a leasehold interest in one retail mall ("**313@somerset**") and one integrated office and retail development ("**Jem**") located in Singapore (together, the "**Singapore Properties**") and a freehold interest in Sky Complex, comprising three office buildings located in Milan, Italy (the "**Milan Property**").

These investment properties are stated at their fair values based on valuations performed by independent external valuers engaged by the Group. The valuation process involves significant judgement in determining the appropriate valuation methodology to be used, and in estimating the underlying assumptions to be applied. These valuations are highly sensitive to the key assumptions made, which may be subject to estimation uncertainties.

Independent Auditors' Report

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

Our response:

We assessed the Group's process for the selection of the external valuers, the determination of the scope of work of the external valuers, and the review and acceptance of the valuations reported by the external valuers. We evaluated the independence, objectivity and competency of the external valuers and read their terms of engagement to ascertain whether there are matters that might have affected the scope of their work and their objectivity.

We considered the appropriateness of the valuation methodologies applied against those applied by other valuers for similar property types, and the reasonableness of the key assumptions applied by the external valuers by benchmarking against industry data. Where the rates were outside the expected range, we undertook further procedures, held further discussions with the external valuers to understand the effects of additional factors considered in the valuations and corroborate with other evidence.

Our findings:

The Group has a structured process in appointing and instructing external valuers, and in reviewing and accepting their valuation results. The external valuers are members of generally-recognised professional bodies for valuers and have considered their own independence in carrying out the work.

In determining the fair values of the Group's investment properties, the external valuers have adopted the Capitalisation Approach, Discounted Cash Flow Analysis and/or Direct Comparison Approach for the Singapore Properties and Discounted Cash Flow Analysis for the Milan Property. The reported fair values of the Singapore Properties were derived based on an average of the approaches used. The valuation methodologies used were consistent with generally accepted market practices.

The key assumptions applied were generally within the range of market data available as at 30 June 2023. Where the assumptions were outside the expected range, the additional factors considered by the external valuers were consistent with other corroborative evidence.

OTHER INFORMATION

Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**") is responsible for the other information. The other information comprises the information included in the annual report but does not include the financial statements and our auditors' report thereon.

We have obtained all other information prior to the date of this auditors' report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Independent Auditors' Report

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

RESPONSIBILITIES OF THE MANAGER FOR THE FINANCIAL STATEMENTS

The Manager is responsible for the preparation and fair presentation of these financial statements in accordance with IFRS, and for such internal controls as the Manager determines are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Manager is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Manager either intends to terminate the Group or to cease operations of the Group, or has no realistic alternative but to do so.

The Manager's responsibilities include overseeing the Group's financial reporting process.

AUDITORS' RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Manager.

- Conclude on the appropriateness of the Manager's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Independent Auditors' Report

Unitholders of Lendlease Global Commercial REIT

(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 28 January 2019 (as amended))

We communicate with the Manager regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that we identify during our audit.

We also provide the Manager with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the Manager, we determine those matters that were of most significance in the audit of the financial statements of the current year and are therefore the key audit matters. We describe these matters in our auditors' report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditors' report is Lee Chin Siang Barry.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
12 September 2023

Statements of Financial Position

As at 30 June 2023

	Note	Group		LREIT	
		2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Non-current assets					
Intangible assets	4	**128**	–	**128**	–
Investment properties	5	**3,642,854**	3,593,332	**3,214,000**	3,121,000
Investment property under development	6	**7,171**	6,105	**7,171**	6,105
Investment in associates	7	**7,758**	14,511	**–**	–
Investment in subsidiaries	8	**–**	–	**444,480**	448,666
Equity instrument at fair value	9	**85,784**	–	**85,784**	–
Trade and other receivables	10	**–**	1,479	**–**	–
Other non-current assets	11	**2,685**	1,294	**2,685**	1,294
Derivative financial instruments	12	**9,880**	9,980	**9,880**	9,980
		3,756,260	3,626,701	**3,764,128**	3,587,045
Current assets					
Cash and cash equivalents	13	**54,224**	49,230	**37,662**	32,373
Trade and other receivables	10	**4,049**	16,820	**2,297**	13,153
Other current assets	14	**6,888**	6,798	**6,603**	6,481
Derivative financial instruments	12	**4,930**	2,415	**4,930**	2,415
		70,091	75,263	**51,492**	54,422
Total assets		**3,826,351**	3,701,964	**3,815,620**	3,641,467
Current liabilities					
Trade and other payables	15	**58,135**	56,120	**52,507**	51,824
Loans and borrowings	16	**433,611**	297,754	**433,611**	297,754
Lease liability	17	**238**	234	**238**	234
Derivative financial instruments	12	**369**	–	**369**	–
		492,353	354,108	**486,725**	349,812
Non-current liabilities					
Trade and other payables	15	**22,315**	15,146	**22,315**	15,146
Loans and borrowings	16	**1,078,572**	1,152,146	**1,078,572**	1,152,146
Lease liability	17	**1,633**	1,871	**1,633**	1,871
Derivative financial instruments	12	**713**	–	**713**	–
		1,103,233	1,169,163	**1,103,233**	1,169,163
Total liabilities		**1,595,586**	1,523,271	**1,589,958**	1,518,975
Net assets		**2,230,765**	2,178,693	**2,225,662**	2,122,492
Represented by:					
Unitholders' funds		**1,829,344**	1,775,412	**1,826,230**	1,723,050
Non-controlling interests	18	**1,989**	3,839	**–**	–
Perpetual securities holders	19	**399,432**	399,442	**399,432**	399,442
		2,230,765	2,178,693	**2,225,662**	2,122,492
Units issued at end of financial year ('000)	19	**2,323,662**	2,277,126	**2,323,662**	2,277,126
Net asset value per unit attributable to Unitholders (S$)		**0.79**	0.78	**0.79**	0.76

The accompanying notes form an integral part of these financial statements.

Statements of Profit or Loss and Other Comprehensive Income

Year ended 30 June 2023

	Note	Group 2023 S$'000	Group 2022 S$'000
Gross revenue	20	**204,876**	101,662
Property operating expenses	21	**(50,939)**	(26,154)
Net property income		**153,937**	75,508
Manager's base fee	22	**(10,415)**	(6,025)
Manager's performance fee	22	**(7,705)**	(3,949)
Other management fee		**(762)**	(1,256)
Trustee's fee		**(438)**	(303)
Other trust expenses	23	**(3,761)**	(4,339)
Net foreign exchange (loss)/gain	24	**(2,732)**	39,853
Net finance costs	25	**(50,711)**	(15,803)
Profit before tax, change in fair value, impairment and share of profit		**77,413**	83,686
Net change in fair value of investment properties and investment property under development		**39,162**	49,115
Net change in fair value of equity instrument		**579**	330
Impairment of investment in associates		**(1,067)**	(564)
Share of profit of associates		**1,052**	5,319
Net change in fair value of derivative financial instruments		**1,333**	14,796
Profit before tax		**118,472**	152,682
Tax expense	26	**–**	–
Profit after tax		**118,472**	152,682
Attributable to:			
Unitholders		**99,924**	140,386
Non-controlling interests	18	**(352)**	1,543
Perpetual securities holders		**18,900**	10,753
		118,472	152,682
Other comprehensive income			
Items that is or may be reclassified subsequently to profit or loss:			
Translation differences relating to financial statements of foreign subsidiary		**6,428**	(39,409)
Total comprehensive income for the year		**124,900**	113,273
Attributable to:			
Unitholders		**106,352**	100,977
Non-controlling interests	18	**(352)**	1,543
Perpetual securities holders		**18,900**	10,753
		124,900	113,273
Earnings per unit (cents)			
Basic and diluted	27	**4.36**	9.83

The accompanying notes form an integral part of these financial statements.

Distribution Statements

Year ended 30 June 2023

	Note	Group 2023 S$'000	Group 2022 S$'000
Amount available for distribution to Unitholders at beginning of the year		**29,360**	27,583
Profit after tax		**99,924**	140,386
Net tax and other adjustments	A	**8,278**	(68,881)
Amount available for distribution to Unitholders from taxable income		**137,562**	99,088
Distribution to Unitholders during the year			
2.335 Singapore cents per unit for the period from 1 January 2021 – 30 June 2021		**–**	(27,576)
2.400 Singapore cents per unit for the period from 1 July 2021 – 31 December 2021		**–**	(28,602)
1.137 Singapore cents per unit for the period from 1 January 2022 – 30 March 2022		**–**	(13,550)
1.313 Singapore cents per unit for the period from 31 March 2022 – 30 June 2022		**(27,756)**	–
0.981 Singapore cents per unit for the period from 22 April 2022 – 30 June 2022		**(1,597)**	–
2.450 Singapore cents per unit for the period from 1 July 2022 – 31 December 2022		**(56,029)**	–
		(85,382)	(69,728)
Amount available for distribution to Unitholders at end of the year		**52,180**	29,360

Please refer to note 3.13 for LREIT's distribution policy.

NOTE A – NET TAX AND OTHER ADJUSTMENTS

	Group 2023 S$'000	Group 2022 S$'000
Manager's base fees in units	**10,415**	5,242
Manager's performance fees in units	**7,705**	3,435
Property manager's fees in units	**5,858**	2,004
Amortisation of debt-related transaction costs	**12,504**	7,190
Net unrealised foreign exchange loss/(gain)	**6,155**	(39,455)
Impairment of investment in associates	**1,067**	564
Share of profit of associates	**(1,052)**	(5,319)
Net change in fair value of investment properties and investment property under development	**(39,162)**	(49,115)
Net change in fair value of equity instrument	**(579)**	(330)
Net change in fair value of derivative financial instruments	**(1,333)**	(14,796)
Temporary differences and other adjustments	**4,198**	18,105
Non-tax deductible expenses	**2,502**	3,594
	8,278	(68,881)

The accompanying notes form an integral part of these financial statements.

Statements of Movements in Unitholders' Funds

Year ended 30 June 2023

	Group		LREIT	
	2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Unitholders' Funds				
Balance at beginning of the year	**1,775,412**	957,902	**1,723,050**	930,720
Operations				
Profit after tax	**99,924**	140,386	**155,600**	75,797
Foreign currency translation reserve				
Translation differences relating to financial statements of foreign subsidiary	**6,428**	(39,409)	**–**	–
Unitholders' transactions				
Issuance costs	**(422)**	(9,556)	**(422)**	(9,556)
Manager's base fee paid in units	**8,367**	4,048	**8,367**	4,048
Manager's performance fee paid in units	**3,436**	2,923	**3,436**	2,923
Manager's acquisition fee paid in units	**–**	20,335	**–**	20,335
Property manager's fee paid in units	**4,125**	1,617	**4,125**	1,617
Consideration units	**–**	118,079	**–**	118,079
Private placement units	**–**	399,999	**–**	399,999
Preferential offering units	**–**	248,816	**–**	248,816
Distribution reinvestment plan	**17,456**	–	**17,456**	–
Distributions to Unitholders	**(85,382)**	(69,728)	**(85,382)**	(69,728)
Change in Unitholders' funds resulting from Unitholders' transactions	**(52,420)**	716,533	**(52,420)**	716,533
Balance at end of the year	**1,829,344**	1,775,412	**1,826,230**	1,723,050

	Group		LREIT	
	2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Perpetual securities holders				
Balance at beginning of the year	**399,442**	198,897	**399,442**	198,897
Issuance of perpetual securities	**–**	200,000	**–**	200,000
Issuance costs	**(10)**	(1,808)	**(10)**	(1,808)
Profit after tax attributable to perpetual securities holders	**18,900**	10,753	**18,900**	10,753
Distributions	**(18,900)**	(8,400)	**(18,900)**	(8,400)
Balance at end of the year	**399,432**	399,442	**399,432**	399,442
Non-controlling interests				
Balance at beginning of the year	**3,839**	–	**–**	–
Acquisition of subsidiary	**–**	140,516	**–**	–
(Loss)/Profit after tax attributable to non-controlling interests	**(352)**	1,543	**–**	–
Distributions	**(1,498)**	(138,220)	**–**	–
Balance at end of the year	**1,989**	3,839	**–**	–

The accompanying notes form an integral part of these financial statements.

Portfolio Statements

As at 30 June 2023

Description of property	Location	Term of land lease	Remaining term of land lease (years)	Existing use	Occupancy rate[1] 2023 %	Occupancy rate[1] 2022 %
Group and LREIT						
Investment properties in Singapore						
313@somerset	313 Orchard Road, Singapore 238895	99 years	82.4	Commercial	**99.0**	99.9
Jem	50 and 52 Jurong Gateway Road, Singapore 608549/50	99 years	86.2	Commercial	**100**	99.5
Group						
Investment property in Italy						
Sky Complex[3]	Via Luigi Russolo 4 (Building 1 & 2) Via Luigi Russolo 9 (Building 3) 20138 Milan, Italy	Freehold	N.A.	Commercial	**100**	100
Investment properties, at valuation (note 5)						
Group and LREIT						
Investment property under development in Singapore						
Development site adjacent to 313@somerset	State Land Lots 544N (PT), 789W (PT) and 1313M (PT) of Town Subdivision 21, Singapore	9 years 364 days[4]	7.4	Commercial	**N.A.**	N.A.
Investment property under development, at valuation						
Investment properties and investment property under development, at valuation						

[1] The occupancy rates shown are on committed basis.
[2] The carrying value of investment properties and investment property under development are stated at valuation.
[3] As at 30 June 2023, the property was valued at €290.5million (equivalent to approximately S$428.9 million) (2022: €324.5 million (equivalent to approximately S$472.3 million)).
[4] The remaining term of lease includes options to renew land leases.

The accompanying notes form an integral part of these financial statements.

	Group				LREIT			
	Carrying value[2]		Percentage of total Unitholders' funds		Carrying value[2]		Percentage of total Unitholders' funds	
	2023 S$'000	**2022** S$'000	**2023** %	**2022** %	**2023** S$'000	**2022** S$'000	**2023** %	**2022** %
	1,026,000	987,000	**56.1**	55.6	**1,026,000**	987,000	**56.2**	57.3
	2,188,000	2,134,000	**119.6**	120.2	**2,188,000**	2,134,000	**119.8**	123.9
	428,854	472,332	**23.4**	26.6	**–**	–	**–**	–
	3,642,854	3,593,332	**199.1**	202.4	**3,214,000**	3,121,000	**176.0**	181.2
	5,300	4,000	**0.3**	0.2	**5,300**	4,000	**0.3**	0.2
	5,300	4,000	**0.3**	0.2	**5,300**	4,000	**0.3**	0.2
	3,648,154	3,597,332	**199.4**	202.6	**3,219,300**	3,125,000	**176.3**	181.4

Portfolio Statements

As at 30 June 2023

Investment properties and investment property under development, at valuation
Investment property under development – right-of-use assets (note 6)
Investment properties and investment property under development
Other assets and liabilities of LREIT (net)
Net assets of LREIT
Perpetual securities holders
Net assets attributable to Unitholders
Other assets and liabilities of the Group (net)
Net assets of the Group
Non-controlling interests
Perpetual securities holders
Net assets attributable to Unitholders

As at 30 June 2023, the investment properties and investment property under development in Singapore were valued by Cushman & Wakefield VHS Pte. Ltd. and Jones Lang LaSalle Property Consultants Pte Ltd (2022: Cushman & Wakefield VHS Pte. Ltd. and Jones Lang LaSalle Property Consultants Pte Ltd) and the investment property in Milan was valued by Colliers Valuation Italy S.r.l (2022: Colliers Valuation Italy S.r.l.).

The Manager believes that the independent valuers have the appropriate professional qualifications and recent experience in the location and category of the properties being valued. The valuation of the Singapore investment properties were based on income capitalisation method, discounted cash flow analysis and/or direct comparison method. The valuation of the Milan investment property was based on discounted cash flow analysis. The valuation of the Singapore investment property under development was based on income capitalisation method and discounted cash flow analysis. Refer to notes 5 and 6 of the financial statements for details of the valuation techniques.

The accompanying notes form an integral part of these financial statements.

Group				LREIT			
Carrying value		Percentage of total Unitholders' funds		Carrying value		Percentage of total Unitholders' funds	
2023 S$'000	**2022** S$'000	**2023** %	**2022** %	**2023** S$'000	**2022** S$'000	**2023** %	**2022** %
3,648,154	3,597,332	**199.4**	202.6	**3,219,300**	3,125,000	**176.3**	181.4
1,871	2,105	**0.1**	0.1	**1,871**	2,105	**0.1**	0.1
3,650,025	3,599,437	**199.5**	202.7	**3,221,171**	3,127,105	**176.4**	181.5
				(995,509)	(1,004,613)	**(54.5)**	(58.3)
				2,225,662	2,122,492	**121.9**	123.2
				(399,432)	(399,442)	**(21.9)**	(23.2)
				1,826,230	1,723,050	**100.0**	100.0
(1,419,260)	(1,420,744)	**(77.6)**	(80.0)				
2,230,765	2,178,693	**121.9**	122.7				
(1,989)	(3,839)	**(0.1)**	(0.2)				
(399,432)	(399,442)	**(21.8)**	(22.5)				
1,829,344	1,775,412	**100.0**	100.0				

Consolidated Statement of Cash Flows

Year ended 30 June 2023

	Note	Group 2023 S$'000	Group 2022 S$'000
Cash flows from operating activities			
Profit after tax		**118,472**	152,682
Adjustments for:			
Manager's fees paid/payable in units		**18,120**	8,677
Property manager's fees paid/payable in units		**5,858**	2,004
Transaction costs related to purchase of equity instrument		**–**	54
Finance income	25	**(647)**	(259)
Interest expense	25	**38,537**	8,712
Amortisation of debt-related transaction costs		**12,504**	7,190
Amortisation of intangible assets	4	**34**	–
Net unrealised foreign exchange loss/(gain)	24	**6,155**	(39,455)
Impairment of investment in associates		**1,067**	564
Share of profit of associates		**(1,052)**	(5,319)
Net change in the fair value of investment properties and investment property under development		**(39,162)**	(49,115)
Net change in fair value of equity instrument		**(579)**	(330)
Net change in fair value of derivatives financial instruments		**(1,333)**	(14,796)
Operating income before working capital changes		**157,974**	70,609
Changes in:			
Trade and other receivables		**14,511**	(4,350)
Trade and other payables		**3,006**	33,281
Other current assets		**(90)**	(3,888)
Other non-current assets		**(1,391)**	(425)
Net cash generated from operating activities		**174,010**	95,227
Cash flows from investing activities			
Dividends received from associates (including net capital returns)		**6,925**	363,594
Interest received		**647**	259
Purchase of intangible assets	4	**(162)**	–
Acquisition of investment property[1]		**(1,352)**	(1,878,520)
Capital expenditure on investment properties		**(4,571)**	(2,417)
Capital expenditure on investment property under development		**(719)**	(2,062)
Purchase of equity instrument		**(85,852)**	–
Transaction costs related to purchase of equity instrument		**(207)**	129
Acquisition of investment in associates[1]		**(353)**	(170,218)
Acquisition of subsidiary[1]		**(144)**	(158,012)
Net cash used in investing activities		**(85,788)**	(1,847,247)

[1] Acquisition of investment property, investment in associates, and subsidiary in financial year ended 30 June 2023 relate to acquisition costs. During financial year ended 30 June 2022, the amounts relate to purchase price and acquisition costs.

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows

Year ended 30 June 2023

	Note	Group 2023 S$'000	Group 2022 S$'000
Cash flows from financing activities			
Proceeds from issuance of new units		**–**	648,815
Payment of issue costs for new units		**(422)**	(9,556)
Proceeds from issue of perpetual securities		**–**	200,000
Payment of issue costs for perpetual securities		**(10)**	(1,808)
Payment of financing expenses		**(22,935)**	(26,305)
Payment of lease liability	17	**(270)**	(336)
Proceeds from loans and borrowings		**220,215**	1,221,000
Repayment of loans and borrowings		**(153,397)**	(255,000)
Distribution to Unitholders		**(67,926)**	(69,728)
Distribution to perpetual securities holders		**(18,900)**	(8,400)
Distribution to non-controlling interests		**(1,498)**	(138,220)
Interest paid		**(37,926)**	(7,035)
Net cash (used in)/generated from financing activities		**(83,069)**	1,553,427
Net increase/(decrease) in cash and cash equivalents		**5,153**	(198,593)
Cash and cash equivalents at beginning of the year		**49,230**	249,264
Effect of exchange rate changes on balances held in foreign currency		**(159)**	(1,441)
Cash and cash equivalents at end of the year	13	**54,224**	49,230

SIGNIFICANT NON-CASH TRANSACTIONS

During the financial year ended 30 June 2023, there were the following significant non-cash transactions:

(i) LREIT issued units amounting to S$11.8 million (2022: S$6.9 million) as payment for the base fee and performance fee elements of the Manager's management fees.

(ii) LREIT issued units amounting to S$17.5 million as part payment for distributions for the period from 1 July 2022 to 31 December 2022, pursuant to distribution reinvestment plan.

(iii) LREIT issued units amounting to S$4.1 million (2022: S$1.6 million) as payment for the property manager's management fee.

In addition to the aforementioned, there were the following significant non-cash transactions during the financial year ended 30 June 2022:

(i) LREIT issued units amounting to S$20.3 million as payment for the acquisition fee element of the Manager's management fees.

(ii) LREIT issued units amounting to S$118.1 million as consideration units issued for the acquisition of 13.05% interest in Lendlease Asian Retail Investment Fund 3 Limited ("**ARIF3**").

(iii) LREIT issued units amounting to S$399.9 million in connection with the private placement exercise to raise funds for the payment in respect of the acquisition of Jem.

(iv) LREIT issued units amounting to S$248.8 million in connection with the preferential offering exercise to raise funds for the payment in respect of the acquisition of Jem.

Refer to note 19 of the financial statements.

The accompanying notes form an integral part of these financial statements.

Notes to the Financial Statements

These notes form an integral part of the financial statements.

The financial statements were authorised for issue by the Manager and the Trustee on 12 September 2023.

1 GENERAL

Lendlease Global Commercial REIT ("**LREIT**") is a Singapore-domiciled real estate investment trust constituted pursuant to the Trust Deed dated 28 January 2019, subsequently amended by the First Amending and Restating Deed dated 10 September 2019, the First Supplemental Deed dated 15 July 2020 and the Supplemental Deed of Retirement and Appointment of Trustee dated 20 May 2022 (collectively, the "**Trust Deed**"), entered into between DBS Trustee Limited (the "**Trustee**") and Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Manager**"). The Trust Deed is governed by the laws of the Republic of Singapore. The Trustee is under a duty to take into custody and hold the assets of the LREIT held by it or through its subsidiaries in trust for the holders ("**Unitholders**") of units in LREIT (the "**units**").

LREIT was formally admitted to the Official List of Singapore Exchange Securities Trading Limited ("**SGX-ST**") on 2 October 2019 (the "**Listing Date**") and LREIT was declared as an authorised unit trust scheme under the Trustees Act 1967.

The consolidated financial statements relate to LREIT and its subsidiaries (the "**Group**").

The principal activity of LREIT relates to investment strategy of investing, directly or indirectly, in a portfolio of stabilised income-producing real estate assets located globally that are used primarily for retail and/or office purposes as well as real estate-related assets in connection with the foregoing. The principal activities of the subsidiaries are set out in note 8.

LREIT has entered into several service agreements in relation to the management of LREIT and its property operations. The significant fee structures of services are summarised below.

1.1 Trustee's fees

The Trustee's fees shall not exceed 0.015% per annum of the value of all the assets of LREIT (Deposited Property), excluding out-of-pocket expenses and goods and services tax in accordance with the Trust Deed.

The Trustee's fee is accrued and payable out of the value of the Deposited Property on a monthly basis, in arrears.

1.2 Manager's fees

The Manager is entitled to receive base fee, performance fee, acquisition fee, divestment fee, and development management fee, respectively as follows:

Base fee

The Manager is entitled to receive a base fee of 0.3% per annum of the value of the Deposited Property.

The base fee is payable in the form of cash and/or units as the Manager may elect.

Performance fee

The Manager is entitled to receive a performance fee of 5.0% per annum of the net property income.

The performance fee is payable in the form of cash and/or units as the Manager may elect.

Notes to the Financial Statements

1 GENERAL continued

1.2 Manager's fees continued

Acquisition and divestment fee

The Manager is entitled to receive the following fees:

(a) an acquisition fee not exceeding 1.0% of the acquisition price of any properties or investments, acquired directly or indirectly by LREIT; and

(b) a divestment fee not exceeding 0.5% of the sale price of any properties or investments, sold or divested directly or indirectly by LREIT.

The acquisition and divestment fees are payable in the form of cash and/or units.

Development management fee

The Manager is entitled to receive a development management fee equivalent to 3.0% of the total project costs incurred in a development project undertaken on behalf of LREIT.

1.3 Property management fee

Property management fee are payable to the property manager for each property of the Group under its management:

Singapore

The property management fee for the Singapore Properties are charged based on the following formula:

(i) up to 2.0% per annum of the gross revenue of the properties; and

(ii) up to 2.0% per annum of the net property income[1] of the properties.

[1] As defined in the individual property management agreement of each property

Italy

The fees for the Milan Property comprise property management fee of 0.28% per annum of the annual collected rent of the Milan Property, subject to a minimum sum of €20,000 (subjected to annual adjustment where applicable).

1.4 Other management fee

The Manager may appoint, or the Trustee or any entity which is held by LREIT (whether wholly or partially) may, at the recommendation of the Manager appoint asset managers, investment managers or any other entities to provide asset management services or investment management services in respect of any asset of LREIT from time to time and the Manager's fees payable to the Manager will be reduced by the amount of any fees payable to such entities for asset management, acquisition, divestment or development management services.

Notes to the Financial Statements

2 BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with the International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board ("**IASB**"), and the applicable requirements of the Code on Collective Investment Schemes (the "**CIS Code**") issued by the Monetary Authority of Singapore ("**MAS**") and the provisions of the Trust Deed.

2.2 Basis of measurement

The financial statements have been prepared on the historical cost basis, except for investment properties, investment property under development, equity instrument at fair value, derivative financial instruments and certain financial assets and liabilities, which are stated at fair value.

2.3 Functional and presentation currency

The financial statements are presented in Singapore dollars ("**S$**"), which is the functional currency of LREIT. All financial information presented in Singapore dollars has been rounded to the nearest thousand, unless otherwise stated.

2.4 Use of estimates and judgements

The preparation of the financial statements in conformity with IFRS requires the Manager to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised prospectively.

Information about critical judgements and estimates made in applying the Group's accounting policies that have the most significant effect on the amounts recognised in the financial statements are described in the following notes:

- Note 5: Investment properties;
- Note 6: Investment property under development; and
- Note 9: Equity instrument at fair value.

Notes to the Financial Statements

2 BASIS OF PREPARATION continued

2.4 Use of estimates and judgements continued

Measurement of fair values

A number of the Group's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The Group has an established control framework with respect to the measurement of fair values. The Manager has overall responsibility for the appointment of external valuers, where necessary, and all significant fair value measurements and reports directly to the Board of Directors of the Manager.

When measuring the fair value of an asset or a liability, the Manager uses market observable data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

The Group recognises transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Note 5: Investment properties;
- Note 6: Investment property under development;
- Note 9: Equity instrument at fair value;
- Note 12: Derivatives financial instruments; and
- Note 31: Fair value of assets and liabilities.

2.5 Changes in accounting policies

New standards and amendments

The Group has applied the following IFRSs, amendments to and interpretations of IFRS for the first time for the annual period beginning on 1 July 2022:

- *Amendment to IFRS 16: COVID-19-Related Rent Concessions beyond 30 June 2021*
- *Amendments to IFRS 3: Reference to the Conceptual Framework*
- *Amendments to IAS 16: Property, Plant and Equipment – Proceeds before Intended Use*
- *Amendments to IAS 37: Onerous Contracts – Cost of Fulfilling a Contract*
- *Annual Improvements to IFRSs 2018-2020*

The application of the amendments to standards and interpretations does not have a material effect on the Group's financial statements.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to the periods presented in these financial statements, except as explained in note 2.5, which addresses changes in accounting policies.

3.1 Basis of consolidation

Business combinations

The Group accounts for business combinations using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether the set of assets and activities acquired includes, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a 'concentration test' that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

The Group measures goodwill at the date of acquisition as:

- the consideration transferred (generally measured at fair value); plus
- the recognised amount of any non-controlling interest in the acquiree; plus
- if the business combination is achieved in stages, the fair value of the pre-existing equity interest in the acquiree,

over the net recognised amount (generally measured at fair value) of the identifiable assets acquired and liabilities assumed. Any goodwill that arises is tested annually for impairment.

When the excess is negative, a bargain purchase gain is recognised immediately in profit or loss.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in profit or loss.

Non-controlling interests ("**NCI**") that are present ownership interests and entitle their holders to a proportionate share of the acquiree's net assets in the event of liquidation are measured either at fair value or at the NCI's proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the date of acquisition. The measurement basis taken is elected for each business combination. All other NCI are measured at acquisition-date fair value, unless another measurement basis is required by IFRSs.

Costs related to the acquisition, other than those associated with the issue of debt or equity investments, that the Group incurs in connection with a business combination are expensed as incurred.

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as equity transactions.

Business combinations and property acquisitions

At the time of acquisition, the Group considers whether each acquisition represents an acquisition of business or an acquisition of an asset. An acquisition is accounted for as a business combination where an integrated set of activities is acquired, in addition to the property. In determining whether an integrated set of activities is acquired, the Manager considers whether significant processes such as strategic management and operational processes, are acquired.

Where significant processes are acquired, the acquisition is considered an acquisition of business and accounted for as stated above. Where the acquisition does not represent a business, it is accounted for as an acquisition of a group of assets and liabilities. The cost of acquisition is allocated to the assets and liabilities acquired and no goodwill or deferred tax is recognised.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.1 Basis of consolidation continued

Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect these returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group.

Associates

Associates are those entities in which the Group has significant influence, but not control, over the financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity.

Investments in associates are accounted for using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the profit or loss and other comprehensive income of equity-accounted investees, after adjustments to align the accounting policies with those of the Group, from the date that significant influence commences until the date that significant influence ceases.

When the Group's share of losses exceeds its investment in associates, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee's operations or has made payments on behalf of the investee.

Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial statements.

Accounting for subsidiaries by LREIT

Investment in subsidiaries in LREIT's statement of financial position are stated at cost less accumulated impairment losses.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.2 Foreign currencies

Foreign currency transactions

Items included in the financial statements of each entity in the Group are measured using the currency that best reflects the economic substance of the underlying events and circumstances relevant to that entity (the "**functional currency**").

Transactions in foreign currencies are translated to the respective functional currencies of the Group's entities at the exchange rate at the date of the transactions. The functional currencies of the Group's entities are Singapore dollars ("**S$**") and Euro ("**€**"). Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currencies at the exchange rate prevailing at that date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the year.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currencies at the exchange rate at the date on which the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction. Foreign currency differences arising from translation are recognised in profit or loss.

Foreign operations

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on acquisition, are translated to Singapore dollars at exchange rates prevailing at the end of the reporting period. The income and expenses of foreign operations are translated to Singapore dollars at average exchange rates for the reporting period.

Foreign currency differences are recognised in other comprehensive income, and presented in the foreign currency translation reserve. However, if the foreign operation is not a wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the NCI. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the foreign currency translation reserve related to that foreign operation is transferred to profit or loss as part of the gain or loss on disposal.

When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to NCI.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.3 Intangible assets

Renewable energy certificates

The Group recognises renewable energy certificates as intangible assets. Renewable energy certificates purchased on the trading platform are initially measured at costs. Subsequent to initial recognition, the renewable energy certificates are measured at cost less accumulated amortisation and any accumulated losses.

Amortisation

Amortisation is calculated based on the cost of the asset, less its residual value.

Amortisation is recognised in profit or loss on a straight-line basis over the estimated useful lives of intangible assets from the date that they are available for use. The estimated useful life is as follows:

- Renewable energy certificates 3 years

Amortisation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

3.4 Investment properties

Investment properties and investment property under development

Investment properties are properties held either to earn rental income or capital appreciation or both, but not for sale in the ordinary course of business, use in the production or supply of goods or services or for administrative purposes. Investment property under development is a property being constructed or developed for future use as investment properties. Investment properties and investment property under development are measured at cost on initial recognition and subsequently at fair value with any change therein recognised in profit or loss.

Cost includes expenditure that is directly attributable to the acquisition of the investment properties or investment property under development. Transaction costs shall be included in the initial measurement. The cost of self-constructed investment property includes the cost of materials and direct labour, any other cost directly attributable to bringing the investment property to a working condition for its intended use and capitalised borrowing costs.

Fair value is determined in accordance with the Trust Deed, which requires investment properties and investment property under development to be valued by independent registered valuers in the following events:

(i) in such manner and frequency as required under the CIS Code issued by MAS; and

(ii) at least once in each period of twelve months following the acquisition of each real estate property.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

When the use of a property changes such that it is reclassified as property, plant and equipment, its fair value at the date of reclassification becomes its cost for subsequent accounting.

Property that is being constructed for future use as investment property is accounted for at fair value.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.5 Financial instruments

(a) Recognition and initial measurement

Non-derivative financial assets and financial liabilities

Trade receivables are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a trade receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at fair value through profit or loss ("**FVTPL**"), transaction costs that are directly attributable to its acquisition. A trade receivable without a significant financing component is initially measured at the transaction price.

(b) Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, the Group classifies its non-derivative financial assets as measured at amortised cost or FVTPL.

Financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at FVTPL

All financial assets not classified as measured at amortised cost or fair value through other comprehensive income ("**FVOCI**") as described above are measured at FVTPL. On initial recognition, the Group may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortised cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

Non-derivative financial assets: Business model assessment

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to the Manager. The information considered includes:

- how the performance of the portfolio is evaluated and reported to the Manager; and
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Group's continuing recognition of the assets.

Financial assets that are held-for-trading or are managed and whose performance is evaluated on a fair value basis are measured at FVTPL.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.5 Financial instruments continued

(b) Classification and subsequent measurement continued

Non-derivative financial assets: Assessment whether contractual cash flows are solely payments of principal and interest

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Group considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable rate features;
- prepayment and extension features; and
- terms that limit the Group's claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the solely payments of principal and interest criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding, which may include reasonable additional compensation for early termination of the contract. Additionally, for a financial asset acquired at a significant discount or premium to its contractual par amount, a feature that permits or requires prepayment at an amount that substantially represents the contractual par amount plus accrued (but unpaid) contractual interest (which may also include reasonable additional compensation for early termination) is treated as consistent with this criterion if the fair value of the prepayment feature is insignificant at initial recognition.

Non-derivative financial assets: Subsequent measurement and gains and losses

Financial assets at FVTPL

These assets are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognised in profit or loss.

Financial assets at amortised cost

These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in profit or loss. Any gain or loss on derecognition is recognised in profit or loss.

Non-derivative financial liabilities: Classification, subsequent measurement and gains and losses

Financial liabilities are classified as measured at amortised cost. Financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in profit or loss. These financial liabilities comprised interest-bearing borrowings, trade and other payables (excluding rental received in advance) and lease liabilities.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.5 Financial instruments continued

(c) Derecognition

Financial assets

The Group derecognises a financial asset when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which either substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Group neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Transferred assets are not derecognised when the Company enters into transactions whereby it transfers assets recognised in its statement of financial position, but retains either all or substantially all of the risks and rewards of the transferred assets.

Financial liabilities

The Group derecognises a financial liability when its contractual obligations are discharged or cancelled, or expire. The Group also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in profit or loss.

Interest rate benchmark reform

When the basis for determining the contractual cash flows of a financial asset or financial liability measured at amortised cost changes as a result of interest rate benchmark reform, the Group updates the effective interest rate of the financial asset or financial liability to reflect the change that is required by the reform. No immediate gain or loss is recognised.

A change in the basis for determining the contractual cash flows is required by interest rate benchmark reform if the following conditions are met:

- the change is necessary as a direct consequence of the reform; and
- the new basis for determining the contractual cash flows is economically equivalent to the previous basis – i.e. the basis immediately before the change.

When changes were made to a financial asset or financial liability in addition to changes to the basis for determining the contractual cash flows required by interest rate benchmark reform, the Group first updates the effective interest rate of the financial asset or financial liability to reflect the change that is required by interest rate benchmark reform. After that, the Group applies the policies on accounting for modifications to the additional changes.

(d) Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the statements of financial position when, and only when, the Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(e) Cash and cash equivalents

Cash and cash equivalents comprise cash balances and bank deposits.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.5 Financial instruments continued

(f) Derivative financial instruments

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and certain criteria are met.

Derivatives are initially measured at fair value and any directly attributable transaction costs are recognised in profit or loss as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in profit or loss.

The Group has not designated its derivative financial instruments as hedging instruments in qualifying hedging relationships.

3.6 Impairment

(a) Non-derivative financial assets

The Group recognises loss allowances for expected credit losses ("**ECLs**") on financial assets measured at amortised cost.

Loss allowances of the Group are measured on either of the following bases:

- 12-month ECLs: these are ECLs that result from default events that are possible within the 12 months after the reporting date (or for a shorter period if the expected life of the instrument is less than 12 months); or
- Lifetime ECLs: these are ECLs that result from all possible default events over the expected life of a financial instrument.

Simplified approach

The Group applies the simplified approach to provide for ECLs for all trade receivables. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECLs.

General approach

The Group applies the general approach to provide for ECLs on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECLs at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a financial asset to be in default when:

- the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held); or
- the financial asset is more than 90 days past due.

The maximum period considered when estimating ECLs is the maximum contractual period over which the Group is exposed to credit risk.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.6 Impairment continued

(a) Non-derivative financial assets continued

Measurement of ECLs

ECLs are probability-weighted estimates or credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

Credit-impaired financial assets

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- a breach of contract such as a default or being more than 90 days past due; or
- the disappearance of an active market for a security because of financial difficulties.

Presentation of allowance for ECLs in the statements of financial position

Loss allowances for financial assets measured at amortised cost are deducted from the gross carrying amount of these assets.

Write-off

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

(b) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than investment properties, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, the assets' recoverable amounts are estimated. An impairment loss is recognised if the carrying amount of an asset or its cash-generating unit ("**CGU**") exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs of disposal. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generate cash inflows from continuing use that are largely independent of the cash inflow of other assets or CGUs.

Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of CGUs are allocated to reduce the carrying amounts of the assets in the CGU on a *pro rata* basis.

Impairment losses recognised in prior periods are assessed at each reporting date for any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.7 Leases

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Group uses the definition of a lease in IFRS 16.

As a lessee

At commencement or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of its relative stand-alone prices. However, for the leases of property, the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

For right-of-use assets that meet the definition of investment property, the Group applies the fair value model in IAS 40 *Investment Property* to these assets with any change therein being recognised in the statement of total return and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the lessee's incremental borrowing rate. Generally, the Group uses the lessee's incremental borrowing rate as the discount rate.

The Group determines the lessee's incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the fixed payments, including in-substance fixed payments.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

As a lessor

At inception or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of their relative stand-alone prices.

When the Group acts as a lessor, it determines at lease inception whether each lease is a finance lease or an operating lease.

To classify each lease, the Group makes an overall assessment of whether the lease transfers substantially all of the risks and rewards incidental to ownership of the underlying asset. If this is the case, then the lease is a finance lease; if not, then it is an operating lease. As part of this assessment, the Group considers certain indicators such as whether the lease is for the major part of the economic life of the asset.

If an arrangement contains lease and non-lease components, then the Group applies IFRS 15 to allocate the consideration in the contract.

The Group leases out its investment properties. The Group recognises lease payments received from investment properties under operating leases as income on a straight-line basis over the lease term as part of 'revenue'.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.8 Unitholders' funds

Unitholders' funds represent mainly the Unitholders' residual interest in the Group's net assets upon termination and is classified as equity. Incremental cost, directly attributable to the issuance, offering and placement of units in LREIT are deducted directly against Unitholders' funds.

3.9 Dividend and distribution income

Dividend and distribution income are recognised in profit or loss on the date that the Group's or LREIT's right to receive payment is established.

3.10 Finance income and cost

Finance income comprises interest income which is recognised using the effective interest method.

Finance costs comprise interest expense on borrowings, including amortisation of transaction costs which are recognised in profit or loss using the effective interest method over the period for which the borrowings are granted and similar charges.

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to the gross carrying amount of the financial asset, or the amortised cost of the financial liability.

3.11 Government grants

Government grants are recognised when there is reasonable assurance that they will be received and the Group will comply with the conditions associated with the grants. Grants that compensate the Group for expenses incurred are recognised in profit or loss as a deduction to the related expenses on a systematic basis in the same periods in which the expenses are recognised. Grants that are related to revenue and for LREIT are recognised within 'gross revenue' on a systematic basis.

3.12 Income tax expense

Income tax expense comprises current and deferred tax. Current and deferred tax are recognised in profit or loss except to the extent that it relates to items recognised directly in Unitholders' funds.

Current tax is the expected tax payable on the taxable income for the year, measured using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit;
- temporary differences related to investments in subsidiaries and associates to the extent that the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences arising on the initial recognition of goodwill.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.12 Income tax expense continued

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. For investment property that is measured at fair value, the presumption that the carrying amount of the investment property will be recovered through sale has not been rebutted. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on tax rates and tax laws that have been enacted or substantively enacted by the reporting date, and reflects uncertainty related to income taxes, if any.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which the temporary differences can be utilised. Future taxable profits are determined based on the reversal of relevant taxable temporary differences. If the amount of taxable temporary differences is insufficient to recognise a deferred tax asset in full, then future taxable profits, adjusted for reversals of existing temporary differences, are considered, based on the business plans for individual subsidiaries in the Group. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised; such reductions are reversed when the probability of future taxable profits improves.

In determining the amount of current and deferred tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes may be due. The Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience with tax authorities. The assessment of these factors relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Group to change its judgement regarding the adequacy of existing tax liabilities; such changes to tax liabilities will impact tax expense in the period that such a determination is made.

The Group has certain tax rulings/confirmations from the Inland Revenue Authority of Singapore ("**IRAS**")/Ministry of Finance ("**MoF**") in relation to Singapore income tax treatment of certain income from its properties.

Tax Transparency Treatment

The IRAS has granted tax transparency treatment to LREIT in respect of certain taxable income ("**Specified Taxable Income**"). Broadly, subject to meeting the terms and conditions that the Trustee and the Manager have undertaken to comply with for purposes of the application for the tax transparency treatment, which includes a distribution of at least 90% of the Specified Taxable Income of LREIT, LREIT is not subject to tax on the Specified Taxable Income distributed to the Unitholders in the same period in which the Specified Taxable Income was derived, and for this purpose, a distribution made within three months from the end of the financial year is regarded as being distributed in the same period. In other words, for Specified Taxable Income of LREIT relating to the financial year ended 30 June 2023, such Specified Taxable Income would have to be distributed by 30 September 2023 to meet the 90% requirement. Instead, the Trustee and the Manager would deduct income tax at the prevailing corporate tax rate (currently at 17%) from distributions made to Unitholders out of such Specified Taxable Income, except:

(i) where the beneficial owners are Qualifying Unitholders, the Trustee and the Manager will make the distributions to such Unitholders without deducting any income tax;

(ii) where the beneficial owners are Qualifying Non-Resident Non-Individual Unitholders, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions made on or before 31 December 2025; or

(iii) where the beneficial owners are Qualifying Non-Resident Funds, the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10% for distributions during the period 1 July 2019 to 31 December 2025.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.12 Income tax expense continued

Tax Transparency Treatment continued

A "**Qualifying Unitholder**" is a Unitholder who is:

- an individual;
- a company incorporated and tax resident in Singapore;
- a Singapore branch of a company incorporated outside Singapore;
- a body of persons other than a company or a partnership, registered or constituted in Singapore (e.g. a town council, a statutory board, a registered charity, a registered cooperative society, a registered trade union, a management corporation, a club or a trade industry association);
- an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act 1948; or
- a real estate investment trust exchange-traded fund which has been accorded the tax transparency treatment (but only in respect of Specified Taxable Income distributions made on or before 31 December 2025).

A Qualifying Non-Resident Non-Individual Unitholder is a person other than an individual who is not resident in Singapore for Singapore income tax purposes and who:

- does not have a permanent establishment in Singapore; or
- carries on an operation in Singapore through a permanent establishment in Singapore, where the funds used by that person to acquire units of LREIT are not obtained from that operation.

A Qualifying Non-resident Fund is a non-resident fund that qualifies for tax exemption under Section 13D, 13U or 13V of the Income Tax Act 1947 and who:

- does not have a permanent establishment in Singapore (other than a fund manager in Singapore); or
- carries on an operation through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used by that qualifying fund to acquire units of LREIT are not obtained from that operation.

The tax transparency treatment does not apply to income other than Specified Taxable Income including gains or profits from the disposal of any investments such as immovable properties and shares that are determined by the IRAS to be revenue gains chargeable to tax as well as Specified Taxable Income derived by LREIT but not distributed to the Unitholders in the same period in which the Specified Taxable Income is derived.

Where tax transparency treatment does not apply to any gains, profits or income, such gains, profits or income will be subject to tax at the level of the Trustee. Distributions made out of the after-tax amount will not be subject to any deduction of tax at source nor further tax in the hands of Unitholders. Where the disposal gains are regarded as capital in nature, they will not be subject to tax at the level of the Trustee and the Trustee and the Manager may distribute the capital gains without tax being deducted at source.

Foreign-sourced Income Tax Exemption

Pursuant to the Foreign-sourced Income Tax Exemption granted by the MoF and subject to the meeting of certain conditions, the distributions received from Lendlease Global Commercial Italy Fund by LREIT's wholly-owned subsidiary, Lendlease Global Commercial (IT) Pte. Ltd., will be exempt from Singapore income tax. The dividends paid out by Lendlease Global Commercial (IT) Pte. Ltd. are exempt from Singapore income tax in the hands of LREIT.

Any distributions made by LREIT to Unitholders out of income which is tax-exempt for Singapore income tax purposes as well as income which has been subject to Singapore income tax at the level of the Trustee would not be subject to Singapore income tax in the hands of all Unitholders.

Notes to the Financial Statements

3 SIGNIFICANT ACCOUNTING POLICIES continued

3.13 Distribution policy

LREIT makes distributions to Unitholders on a semi-annual basis, with the amount calculated as at 30 June and 31 December each year for the six-month period ending on each of the said dates. Under the Trust Deed, the Manager shall pay distributions no later than 90 days after the end of each distribution period.

3.14 Segment reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenue and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components. All operating segments' operating results are reviewed regularly by the Group's Chief Operating Decision Makers ("**CODMs**") which comprise mainly the Board of Directors including the Chief Executive Officer ("**CEO**") of the Manager to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

Segment results include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items mainly comprise fees, other trust expenses, foreign exchange gain/loss, finance costs, finance and other income and fair value of derivative financial instruments as these are centrally managed by the Group.

3.15 Perpetual securities

Proceeds from the issuance of perpetual securities in LREIT are recognised as equity when there is no contractual obligation to deliver cash or other financial assets to another person or entity or exchange financial assets or liabilities with another person or entities that are potentially unfavourable to the issuer. Expenses relating to the issuance of the perpetual securities are deducted from the net assets attributable to the perpetual securities balance.

3.16 New accounting standards and interpretations not adopted

A number of new standards, interpretations and amendments to standards are effective for annual periods beginning after 1 July 2022 and earlier application is permitted; however, the Group has not early adopted the new or amended standards and interpretations in preparing these financial statements.

The following new FRSs, interpretations and amendments to FRSs are not expected to have a significant impact on the Group's consolidated financial statements and the Trust's statement of financial position.

- Amendments to IAS 12: *Deferred Tax related to Assets and Liabilities arising from a Single Transaction*
- Amendments to IAS 1: *Classification of Liabilities as Current or Non-Current*
- IFRS 17 Insurance Contracts and Amendments to IFRS 17 Insurance Contracts
- Amendments to IAS 1 and IFRS Practice Statement 2: *Disclosure of Accounting Policies*
- Amendments to IFRS 16: *Lease Liability in a Sale and Leaseback*
- Amendments to IAS 8: *Definition of Accounting Estimates*

Notes to the Financial Statements

4 INTANGIBLE ASSETS

	Renewable energy certificates S$'000
Group and LREIT	
Cost	
At 1 July 2022	–
Additions	162
At 30 June 2023	162
Accumulated amortisation	
At 1 July 2022	–
Amortisation for the year	(34)
At 30 June 2023	(34)
Carrying amounts	
At 1 July 2022	–
At 30 June 2023	128

5 INVESTMENT PROPERTIES

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
At 1 July	**3,593,332**	1,419,857	**3,121,000**	983,000
Purchase price for new acquisition[1]	**–**	2,079,000	**–**	2,079,000
Acquisition costs[1]	**1,042**	78,697	**1,042**	78,697
Capital expenditure	**3,277**	2,648	**1,986**	2,597
Currency translation differences	**6,715**	(38,033)	**–**	–
Net change in fair value of investment properties	**38,488**	51,163	**89,972**	(22,294)
At 30 June	**3,642,854**	3,593,332	**3,214,000**	3,121,000

[1] Relates to the acquisition of a 99-year leasehold interest in Jem.

Notes to the Financial Statements

5 INVESTMENT PROPERTIES continued

Measurement of fair value

(i) Fair value hierarchy

Investment properties are stated at fair value as at 30 June and are based on the valuations performed by independent professional valuers, Cushman & Wakefield VHS Pte. Ltd., Jones Lang LaSalle Property Consultants Pte Ltd and Colliers Valuation Italy S.r.l. (2022: Cushman & Wakefield VHS Pte. Ltd., Jones Lang LaSalle Property Consultants Pte Ltd and Colliers Valuation Italy S.r.l.).

The fair value measurement for investment properties has been categorised as Level 3 based on inputs to the valuation techniques used (see note 2.4).

(ii) Valuation techniques

The fair values take into consideration the market values of the properties, being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties have each acted knowledgeably, prudently and without compulsion. The specific condition and characteristics inherent in each of the properties are taken into consideration in arriving at the property valuations.

In determining the fair value, the external valuers have used valuation techniques which involve certain estimates. The key assumptions used to determine the fair value of investment properties include market-corroborated discount rate, terminal capitalisation rate, capitalisation rate and/or adjusted price per square metre. In relying on the valuation reports, the Manager has exercised its judgement and is satisfied that the valuation methods and estimates are reflective of current market conditions and the valuation reports are prepared in accordance with recognised appraisal and valuation standards.

The external valuers have considered valuation techniques including the discounted cash flow analysis, income capitalisation method and/or direct comparison method in arriving at the open market value as at the reporting date.

The discounted cash flow analysis involves the estimation and projection of a net income stream over a period and discounting the net income stream with an internal rate of return to arrive at the market value. The discounted cash flow analysis requires the external valuers to assume a rental growth rate indicative of market and the selection of a target internal rate of return consistent with current market requirements. The income capitalisation method is an investment approach whereby the estimated gross passing income (on both a passing and market rent basis) has been adjusted against anticipated operating costs to produce a net income on a fully leased basis. The adopted fully leased net income is capitalised at an appropriate investment yield. Thereafter, various adjustments including assumed vacancy allowance are made, where appropriate, for the income capitalisation method. The direct comparison method provides an indication of value by comparing the investment property with identical or similar properties where reliable sales evidence is available.

(iii) Key unobservable inputs

The following table shows the key unobservable inputs used in the valuation models:

Valuation technique	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Discounted cash flow analysis	• Discount rate of 6.50% to 8.18% (2022: 5.65% to 7.00%)	The estimated fair value would increase (decrease) if discount rate was lower (higher).
	• Terminal capitalisation rate of 3.50% to 5.75% (2022: 3.50% to 5.00%)	The estimated fair value would increase (decrease) if terminal capitalisation rate was lower (higher).
Income capitalisation method	• Capitalisation rate of 3.50% to 4.50% (2022: 3.50% to 4.50%)	The estimated fair value would increase (decrease) if capitalisation rate was lower (higher).
Direct comparison method	• Adjusted price per square metre	The estimated fair value would increase (decrease) if adjusted price per square metre was higher (lower).

Notes to the Financial Statements

6 INVESTMENT PROPERTY UNDER DEVELOPMENT

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
At 1 July	**6,105**	5,521	**6,105**	5,521
Development expenditure capitalised	**625**	3,048	**625**	3,048
Net change in fair value of investment property under development recognised in profit or loss	**674**	(2,048)	**674**	(2,048)
Net change in fair value of right-of-use asset	**(233)**	(416)	**(233)**	(416)
At 30 June	**7,171**	6,105	**7,171**	6,105

Measurement of fair value

(i) **Fair value hierarchy**

Investment property under development is stated at fair value as at 30 June and is based on the valuation performed by independent professional valuer, Jones Lang LaSalle Property Consultants Pte Ltd (2022: Jones Lang LaSalle Property Consultants Pte Ltd), who has the appropriate recognised professional qualifications and experience in the location and category of property being valued.

The fair value measurement for investment property under development has been categorised as Level 3 based on inputs to the valuation techniques used (see note 2.4).

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
Fair value of investment property under development (based on valuation report)	**5,300**	4,000	**5,300**	4,000
Add: carrying amount of lease liability	**1,871**	2,105	**1,871**	2,105
Investment property under development	**7,171**	6,105	**7,171**	6,105

(ii) **Reconciliation of movements in Level 3 fair value measurement**

The reconciliation of Level 3 fair value measurements for investment property under development is presented in the table above.

(iii) **Valuation techniques**

In determining the fair value of investment property under development, the valuer has considered valuation techniques including the income capitalisation method and discounted cash flow analysis in arriving at the open market value as at the reporting date (see note 5).

The key assumptions include market-corroborated discount rate and capitalisation rate.

Notes to the Financial Statements

6 INVESTMENT PROPERTY UNDER DEVELOPMENT continued

Measurement of fair value continued

(iv) Key unobservable inputs

The following table shows the key unobservable inputs used in the valuation models:

Valuation technique	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Discounted cash flow analysis	• Discount rate of 7.50% (2022: 7.50%)	The estimated fair value would increase (decrease) if discount rate was lower (higher).
Income capitalisation method	• Capitalisation rate of 5.00% (2022: 5.00%)	The estimated fair value would increase (decrease) if capitalisation rate was lower (higher).

7 INVESTMENT IN ASSOCIATES

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
Investment in associates	**7,758**	14,511	**–**	–

The investment in associates relates to LREIT's 37.8% indirect interest in ARIF3 and 25.0% indirect interest held through a subsidiary, Lendlease Jem Partners Fund Limited ("**LLJP**") which the Group has 53.0% interest in. The 25.0% interest held by LLJP are in two entities, LL JV Ltd ("**LLJV**") and Triple Eight JV Limited ("**TEJV**"). Prior to the Group's acquisition of Jem, ARIF3 and LLJP had 75.0% and 25.0% indirect interest in Jem, respectively.

On 4 August 2021, the Group acquired 53.0% of the shares in LLJP which holds 25.0% direct interest in LLJV and TEJV with a net purchase consideration of approximately S$158.0 million.

On 9 September 2021, 17 September 2021 and 21 September 2021, the Group acquired a total of additional 19.8% of the shares in ARIF3 with a purchase consideration of approximately S$169.3 million. With the acquisition, the Group's equity interest in ARIF3 increased from 5.0% to 24.8% and ARIF3 was reclassified as "investment in associates" from "equity instrument at fair value".

On 22 April 2022, the Group acquired an additional 13.05% of the shares in ARIF3 with a purchase consideration of approximately S$118.1 million.

As at 30 June 2023, the Group assessed the carrying amount of its investment in associates and recognised an impairment loss of approximately S$1,067,000 (2022: S$564,000) on its investment in associates, where the recoverable amounts of the relevant associates were estimated based on the Group's share of the net assets of the associates as at the date of statement of financial position which approximates their fair values. The fair value measurement is categorised as Level 3 on the fair value hierarchy.

Notes to the Financial Statements

7 INVESTMENT IN ASSOCIATES continued

Details of the associates are as follows:

Name of associates	Country of constitution/ Principal place of business	Principal activity	Equity interest held by the Group 2023 %	2022 %
Lendlease Asian Retail Investment Fund 3 Limited[1]	Bermuda	Investment holding	**37.8**	37.8
LL JV Ltd	Mauritius	Investment holding	**25.0**	25.0
Triple Eight JV Limited	Mauritius	Investment holding	**25.0**	25.0

The following table summarises the financial information of each of the Group's material associates based on their respective consolidated financial statements prepared in accordance with IFRS.

	ARIF3[1] S$'000	LLJV S$'000	TEJV S$'000	Total S$'000
30 June 2023				
Revenue	**1,444**	**(12)**	**1,456**	
Profit/(Loss) after tax/total comprehensive income	**1,871**	**(161)**	**2,377**	
Attributable to NCI	**554**	**–**	**–**	
Attributable to investee's shareholders	**1,317**	**(161)**	**2,377**	
Current assets	**31,191**	**6,853**	**22,994**	
Current liabilities	**(8,582)**	**(1,382)**	**(7,129)**	
Net assets	**22,609**	**5,471**	**15,865**	
Attributable to NCI	**5,334**	**–**	**–**	
Attributable to investee's shareholders	**17,275**	**5,471**	**15,865**	
Group's interest in net assets of investee at beginning of the period	**5,779**	**2,200**	**6,532**	**14,511**
Acquisition costs and other adjustments	**43**	**41**	**103**	**187**
Group's share of total comprehensive income	**498**	**(40)**	**594**	**1,052**
Dividends paid	**(4,425)**	**(375)**	**(2,125)**	**(6,925)**
Impairment of investment in associates	**–**	**(269)**	**(798)**	**(1,067)**
Group's interest in net assets of investee at 30 June 2023	**1,895**	**1,557**	**4,306**	**7,758**

[1] ARIF3 consolidates and holds 75.0% direct interest in both LLJV and TEJV.

Notes to the Financial Statements

7 INVESTMENT IN ASSOCIATES continued

	ARIF3[1] S$'000	LLJV S$'000	TEJV S$'000	Total S$'000
30 June 2022				
Revenue from date of acquisition[2] to period ended 30 June 2022	73,982	15,626	69,412	
Profit after tax/total comprehensive income from date of acquisition[2] to period ended 30 June 2022	13,701	1,623	19,583	
Attributable to NCI	3,893	–	–	
Attributable to investee's shareholders	9,808	1,623	19,583	
Current assets	85,074	21,957	56,917	
Current liabilities	(50,144)	(14,825)	(34,929)	
Net assets	34,930	7,132	21,988	
Attributable to NCI	7,280	–	–	
Attributable to investee's shareholders	27,650	7,132	21,988	
Group's interest in net assets of investee at beginning of the period, excluding goodwill	–	–	–	–
Transfer from equity instrument at fair value	44,921	–	–	44,921
Carrying amount of interest in associates acquired as part acquisition of subsidiary	–	85,581	212,958	298,539
Acquisition costs and other adjustments	4,049	(1,167)	510	3,392
Acquisition during the period	287,434	–	–	287,434
Group's share of total comprehensive income	17	406	4,896	5,319
Dividends paid	(188,356)	(63,975)	(106,600)	(358,931)
Return of share capital[3]	(142,286)	(19,062)	(106,268)	(267,616)
Impairment of investment in associates	–	(162)	(402)	(564)
Group's interest in net assets of investee at end of the period, excluding goodwill	5,779	1,621	5,094	12,494
Goodwill	–	579	1,438	2,017
Group's interest in net assets of investee at 30 June 2022	5,779	2,200	6,532	14,511

1 ARIF3 consolidates and holds 75.0% direct interest in both LLJV and TEJV.
2 Date of acquisition relates to 9 September 2021 and 4 August 2021 for ARIF3 and LLJV/TEJV respectively.
3 Return of share capital consists of non-cash promissory notes of approximately S$262,953,000 for the purchase of Jem.

Notes to the Financial Statements

8 INVESTMENT IN SUBSIDIARIES

	LREIT	
	2023 S$'000	2022 S$'000
Unquoted equity, at cost		
At 1 July	**448,666**	435,245
(Reduction)/Addition	**(4,186)**	17,249
Impairment loss	**–**	(3,828)
At 30 June	**444,480**	448,666

During the financial year ended 30 June 2023, the reduction was mainly due to the redemption of redeemable preference shares in wholly-owned subsidiary, Lendlease Global Commercial (SGP) Pte. Ltd. ("**LGCSGP**") in relation to the return of capital from LLJP and ARIF3. During the financial year ended 30 June 2022, the addition was due to the additional subscription of shares in wholly-owned subsidiary, LGCSGP to acquire 53.0% of the shares in LLJP and 37.8% shares in ARIF3.

As at 30 June 2023, LREIT undertook an impairment assessment of its investment in subsidiaries for indicators of impairment. Based on the assessment, LREIT recognised an impairment loss of Nil (2022: S$3,828,000) on its investment in a subsidiary. The recoverable amount of the subsidiary was determined using the fair value less costs to sell approach and was estimated taking into consideration the fair values of the underlying assets and fair values of the liabilities to be settled of the subsidiary. The fair value measurement was categorised as Level 3 based on the inputs in the valuation techniques used.

Details of the subsidiaries directly or indirectly held by LREIT are as follows:

		Ownership interest held by LREIT	
Name of subsidiaries	**Principal place of business/ Country of incorporation**	**2023 %**	**2022 %**
Lendlease Global Commercial (IT) Pte. Ltd.[1]	Singapore	**100**	100
Lendlease Global Commercial (SGP) Pte. Ltd.[1]	Singapore	**100**	100
Lendlease Global Commercial Italy Fund[2]	Italy	**100**	100
Lendlease Jem Partners Fund Limited	Bermuda	**53.0**	53.0

1 Audited by KPMG LLP Singapore.
2 Audited by KPMG S.p.A..

Notes to the Financial Statements

8 INVESTMENT IN SUBSIDIARIES continued

Lendlease Global Commercial (IT) Pte. Ltd.

Lendlease Global Commercial (IT) Pte. Ltd., a wholly-owned subsidiary, was incorporated on 15 February 2019. Its principal activity is that of an investment holding company.

Lendlease Global Commercial (SGP) Pte. Ltd.

Lendlease Global Commercial (SGP) Pte. Ltd., a wholly-owned subsidiary, was incorporated on 25 May 2021. Its principal activity is that of an investment holding company.

Lendlease Global Commercial Italy Fund

Lendlease Global Commercial Italy Fund, a wholly-owned fund, was incorporated on 2 July 2019. Its principal activity is to acquire and hold Italian property-related investments.

Lendlease Jem Partners Fund Limited

Lendlease Jem Partners Fund Limited, a partially-owned fund, was acquired on 4 August 2021. Its principal activity is that of an investment holding company.

9 EQUITY INSTRUMENT AT FAIR VALUE

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
At 1 July	**–**	44,591	**–**	44,591
Acquisition of equity instrument	**85,205**	–	**85,205**	–
Net change in fair value	**579**	330	**579**	330
Transfer to investment in associate	**–**	(44,921)	**–**	(44,921)
Equity instrument – at FVTPL	**85,784**	–	**85,784**	–

Equity instrument at fair value as at 30 June 2023 relates to LREIT's 10.0% stake in Parkway Parade Partnership Pte. Ltd. (2022: 5.0% stake in ARIF3 prior to the reclassification to investment in associates).

On 9 September 2021, 17 September 2021 and 21 September 2021, the Group acquired additional 19.8% of the shares in ARIF3 with a purchase consideration of approximately S$169.3 million. With the acquisition, the Group's equity interest in ARIF3 increased from 5.0% to 24.8% and ARIF3 was reclassified as "investment in associates" from "equity instrument at fair value".

Information about the equity instrument's fair value measurement is included in note 31.

Notes to the Financial Statements

10 TRADE AND OTHER RECEIVABLES

	Note	Group		LREIT	
		2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Current					
Trade receivables		**3,312**	4,938	**3,312**	4,938
Impairment losses		**(1,662)**	(2,079)	**(1,662)**	(2,079)
Net trade receivables		**1,650**	2,859	**1,650**	2,859
Non-trade receivables due from related parties	(a)	**–**	7,734	**–**	7,734
Non-trade receivables due from subsidiary	(a)	**–**	–	**–**	1,742
Net VAT/GST receivables	(b)	**1,346**	6,084	**–**	818
Other receivables		**1,053**	143	**647**	–
		4,049	16,820	**2,297**	13,153
Non-current					
Net VAT/GST receivables	(b)	**–**	1,479	**–**	–

(a) The non-trade receivables due from related parties and subsidiary are recharges which are unsecured, interest-free and repayable on demand.

(b) Net VAT/GST receivables relate to value-added tax ("**VAT**") and goods and services tax ("**GST**") to be claimed from the relevant tax authorities.

The Group's and LREIT's exposures to credit and foreign currency risks for trade and other receivables, are disclosed in note 30.

Impairment losses

The movements in impairment losses recognised in respect of trade receivables during the year are as follows:

	Group		LREIT	
	2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
At 1 July	**2,079**	2,375	**2,079**	2,375
Reversal of impairment	**(417)**	(296)	**(417)**	(296)
At 30 June	**1,662**	2,079	**1,662**	2,079

The Manager believes that no allowance for impairment losses is necessary in respect of the remaining trade receivables as the rest of these balances mainly arise from tenants who have good payment records and have placed sufficient security with the Group in the form of bankers' guarantees or cash security deposits.

Notes to the Financial Statements

11 OTHER NON-CURRENT ASSETS

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
Prepaid lease incentives	**2,685**	1,294	**2,685**	1,294

12 DERIVATIVE FINANCIAL INSTRUMENTS

	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
Current assets				
Foreign currency forward contracts	**202**	2,330	**202**	2,330
Interest rate derivatives[1]	**4,728**	85	**4,728**	85
	4,930	2,415	**4,930**	2,415
Non-current assets				
Foreign currency forward contracts	**–**	103	**–**	103
Interest rate derivatives[1]	**9,880**	9,877	**9,880**	9,877
	9,880	9,980	**9,880**	9,980
Current liability				
Foreign currency forward contracts	**369**	–	**369**	–
Non-current liabilities				
Foreign currency forward contracts	**145**	–	**145**	–
Interest rate derivatives[1]	**568**	–	**568**	–
	713	–	**713**	–

[1] Includes interest rate swaps and options.

(i) Foreign currency forward contracts

The Group uses foreign currency forward contracts to manage its exposure to foreign currency fluctuation by contracting the currency rate forward for expected foreign currency payments or receipts in future.

As at 30 June 2023, the Group had foreign currency forward contracts with total notional amount of approximately S$25,982,000 (2022: S$36,826,000). Under the foreign currency forward contracts, the Group contracted to pay fixed rate for Euro to receive Singapore Dollar. The contracted exchange rates range from 1.42 to 1.50 (2022: 1.48 to 1.64).

Notes to the Financial Statements

12 DERIVATIVE FINANCIAL INSTRUMENTS continued

(ii) Interest rate derivatives

The Group uses interest rate derivatives to manage the exposure to interest rate movements on floating rate interest-bearing bank borrowings by hedging the interest expense on a portion of interest-bearing bank borrowings from floating rates to fixed rates.

As at 30 June 2023, the Group had interest rate swaps and options with total notional amount of approximately S$949,734,000 (2022: S$972,431,000). Under the interest rate derivatives, the Group contracted to pay fixed interest rates of 0.08% to 3.57% (2022: 0.06% to 2.41%) and receive interest at floating rate.

13 CASH AND CASH EQUIVALENTS

	Group		LREIT	
	2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Cash at banks and on hand	**41,224**	49,230	**24,662**	32,373
Fixed deposit with financial institution	**13,000**	–	**13,000**	–
	54,224	49,230	**37,662**	32,373

The weighted average effective interest rate relating to fixed deposit for the year ended 30 June 2023 for the Group and LREIT is 3.97% (2022: 0.48%) per annum.

14 OTHER CURRENT ASSETS

	Group		LREIT	
	2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Deposits	**1,772**	1,362	**1,772**	1,362
Prepayments	**699**	1,867	**414**	1,550
Prepaid lease incentives	**2,133**	1,646	**2,133**	1,646
Others	**2,284**	1,923	**2,284**	1,923
	6,888	6,798	**6,603**	6,481

Notes to the Financial Statements

15 TRADE AND OTHER PAYABLES

	Note	Group		LREIT	
		2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Current					
Trade payables		**210**	393	**188**	334
Trade amount due to related parties		**19,611**	12,203	**19,611**	12,212
Non-trade payables due to related parties	(a)	**2,153**	1,700	**2,153**	1,700
Non-trade payables due to subsidiary	(a)	**–**	–	**–**	100
Accrued expenses		**10,329**	14,006	**10,261**	13,829
Rental received in advance		**8,930**	8,924	**5,764**	5,932
Deposits		**8,691**	14,789	**8,691**	14,771
Interest payable		**3,436**	2,818	**3,436**	2,818
Other payables		**4,775**	1,287	**2,403**	128
		58,135	56,120	**52,507**	51,824
Non-current					
Deposits		**22,315**	15,146	**22,315**	15,146

(a) The non-trade payables due to related parties and subsidiary are recharges and expenses incurred for services which are unsecured, interest-free and repayable on demand.

The Group's and LREIT's exposures to liquidity and foreign currency risks related to trade and other payables are disclosed in note 30.

Notes to the Financial Statements

16 LOANS AND BORROWINGS

	Group		LREIT	
	2023 S$'000	2022 S$'000	2023 S$'000	2022 S$'000
Current				
Unsecured interest-bearing bank borrowings	**434,734**	299,297	**434,734**	299,297
Less: Unamortised transaction costs	**(1,123)**	(1,543)	**(1,123)**	(1,543)
	433,611	297,754	**433,611**	297,754
Non-current				
Unsecured interest-bearing bank borrowings	**1,118,115**	1,180,837	**1,118,115**	1,180,837
Less: Unamortised transaction costs	**(39,543)**	(28,691)	**(39,543)**	(28,691)
	1,078,572	1,152,146	**1,078,572**	1,152,146

The contractual terms of the Group's and LREIT's borrowings, which are measured at amortised cost are disclosed below. The Group's and LREIT's exposures to interest rate, foreign currency and liquidity risks are disclosed in note 30.

Terms and debt repayment schedule

Terms and conditions of the interest-bearing bank borrowings are as follows:

			Group and LREIT	
	Nominal interest rate %	Financial year of maturity	Face value S$'000	Carrying amount S$'000
2023				
S$ floating rate bank borrowings	**SORA[1] + margin**	**2025 – 2028**	**1,100,400**	**1,077,464**
S$ fixed rate bank borrowings	**5.34%[2]**	**2024**	**14,000**	**14,000**
€ floating rate bank borrowings[3]	**EURIBOR[4] + margin**	**2024 – 2028**	**420,734**	**403,066**
€ fixed rate bank borrowings	**4.82%[2]**	**2025**	**17,715**	**17,653**
			1,552,849	**1,512,183**
2022				
S$ floating rate bank borrowings	SOR[5] + margin	2023 – 2025	109,297	108,903
S$ floating rate bank borrowings	SORA[1] + margin	2023 – 2027	956,000	931,744
€ floating rate bank borrowings	EURIBOR[4] + margin	2024	414,837	409,253
			1,480,134	1,449,900

1 Singapore Overnight Rate Average.
2 The rates are based on cost of funds determined by the banks.
3 Loan facility has been obtained, to be drawn down for the refinancing of the Euro loan maturing in the financial year ending 30 June 2024.
4 Euro Interbank Offered Rate.
5 Swap Offer Rate.

Notes to the Financial Statements

16 LOANS AND BORROWINGS continued

Reconciliation of changes in liabilities arising from financing activities

		Financing cash flows				Non-cash changes			
	At 1 July 2022 S$'000	Proceeds from loans and borrowings S$'000	Repayment of loans and borrowings S$'000	Payment of lease liability S$'000	Payment of financing expenses S$'000	Borrowing costs expensed S$'000	Foreign exchange movement S$'000	Other changes S$'000	At 30 June 2023 S$'000
Unsecured interest-bearing bank borrowings	1,449,900	220,215	(153,397)	–	(22,935)	12,504	5,896	–	1,512,183
Lease liability	2,105	–	–	(270)	–	–	–	36	1,871
Interest payable	2,818	–	–	–	(37,926)	38,537	7	–	3,436
	1,454,823	220,215	(153,397)	(270)	(60,861)	51,041	5,903	36	1,517,490

		Financing cash flows				Non-cash changes			
	At 1 July 2021 S$'000	Proceeds from loans and borrowings S$'000	Repayment of loans and borrowings S$'000	Payment of lease liability S$'000	Payment of financing expenses S$'000	Borrowing costs expensed S$'000	Foreign exchange movement S$'000	Other changes S$'000	At 30 June 2022 S$'000
Unsecured interest-bearing bank borrowings	542,573	1,221,000	(255,000)	–	(26,305)	7,190	(39,558)	–	1,449,900
Lease liability	2,521	–	–	(336)	–	–	–	(80)	2,105
Interest payable	1,141	–	–	–	(7,035)	8,712	–	–	2,818
	546,235	1,221,000	(255,000)	(336)	(33,340)	15,902	(39,558)	(80)	1,454,823

Notes to the Financial Statements

17 LEASES

Leases as lessee

Information about leases for which the Group is a lessee is presented below.

(i) Amounts recognised in the statements of financial position

	Note	Group and LREIT 2023 S$'000	Group and LREIT 2022 S$'000
Right-of-use asset			
– Included within investment property under development	6	**1,871**	2,105
Lease liability			
– Non-current		**1,633**	1,871
– Current		**238**	234
		1,871	2,105

(ii) Amounts recognised in the statements of profit or loss and other comprehensive income

	Note	Group and LREIT 2023 S$'000	Group and LREIT 2022 S$'000
Net change in fair value of right-of-use assets (included within net change in fair value of investment property under development)	6	**(233)**	(416)

(iii) Amounts recognised in the consolidated statements of cash flows

	Group 2023 S$'000	Group 2022 S$'000
Payment of lease liability	**(270)**	(336)

The Group leases land in respect of the investment property under development from Singapore Land Authority. The lease has an initial tenancy term of 3 years, which may be renewed for a further two tenancy terms of 3 years each, and a final tenancy term not exceeding 364 days.

The renewable options are exercisable only by the Group and up to one year before the end of the non-cancellable contract period. The Group has included all renewable options in the lease liability as it assessed at lease commencement date that it is reasonably certain to exercise all renewable options.

The lease provides for variable rent payments which are linked to profit generated from the site.

Notes to the Financial Statements

17 LEASES continued

Leases as lessor

The Group leases out its investment properties (see note 5). The Group has classified these leases as operating leases.

The Group leases out its investment properties to tenants with lease tenures of 1 to 30 years, with certain leases with options to renew at negotiated terms. The Group has classified these leases as operating leases, because they do not transfer substantially all of the risks and rewards incidental to the ownership of the assets.

Rental income from investment properties recognised by the Group for the year ended 30 June 2023 was S$187,163,000 (2022: S$95,354,000) respectively.

The following table sets out a maturity analysis of lease payments, showing the undiscounted lease payments to be received after the reporting date.

	Group	
	2023 S$'000	**2022** S$'000
Operating leases under IFRS 16		
Less than one year	**191,295**	172,742
One to two years	**165,665**	136,538
Two to three years	**115,374**	106,045
Three to four years	**77,936**	65,349
Four to five years	**66,623**	55,086
More than five years	**453,627**	502,132
	1,070,520	1,037,892

Notes to the Financial Statements

18 NON-CONTROLLING INTERESTS

On 4 August 2021, the Group acquired 53.0% equity interest in LLJP, and LLJP became a subsidiary from that date. The following subsidiary of the Group has material NCI.

	Ownership interest held by NCI	
	2023 %	**2022** %
Lendlease Jem Partners Fund Limited[1]	**47.0**	47.0

1 Held by Lendlease Global Commercial (SGP) Pte. Ltd..

The following table summarises the financial information of the Group's subsidiary with material NCI based on their respective financial statements prepared in accordance with IFRS.

	LLJP	
	2023 S$'000	**2022** S$'000
Revenue[1]	**–**	–
Profit after tax[1]	**318**	3,847
Profit attributable to NCI[1]	**(352)**	1,543
Non-current assets	**5,334**	7,280
Current assets	**581**	1,632
Current liabilities	**(51)**	(180)
Net assets	**5,864**	8,732
Net assets attributable to NCI	**1,989**	3,839
Cash flows used in operating activities	**(348)**	(1,082)
Cash flows generated from investing activities	**2,500**	175,267
Cash flows used in financing activities[2]	**(3,187)**	(173,447)
Net (decrease)/increase in cash and cash equivalents	**(1,035)**	738

1 For the financial year ended 30 June 2022, the amount is in relation to the period from date of acquisition to 30 June 2022.
2 Includes dividends paid to NCI.

Notes to the Financial Statements

19 UNITS IN ISSUE AND PERPETUAL SECURITIES

(i) Units in issue

	Note	Group and LREIT 2023 No. of units '000	2022 No. of units '000
Units issued:			
Units issued at 1 July		**2,277,126**	1,180,996
Issue of new units:			
Units issued as payment of Manager's base fees	(a)	**11,029**	4,829
Units issued as payment of Manager's performance fees	(a)	**4,330**	3,611
Units issued as payment of Manager's acquisition fees	(d)	**–**	25,699
Units issued under distribution reinvestment plan	(b)	**25,713**	–
Units issued as payment of property management fees	(c)	**5,464**	1,824
Consideration units	(e)	**–**	162,867
Private placement units	(f)	**–**	551,723
Preferential offering units	(g)	**–**	345,577
At the end of the financial year		**2,323,662**	2,277,126
Units to be issued:			
Manager's base fees		**7,768**	3,999
Manager's performance fees		**11,639**	4,330
Manager's acquisition fees[1]		**1,287**	–
Property management fees[1]		**4,394**	1,534
Issued and issuable units at end of the financial year		**2,348,750**	2,286,989

[1] Estimated based on the 10-day volume weighted average price as at 31 March 2023 and 30 June 2023 as relevant.

During the financial year ended 30 June 2023, there were the following issuances of units:

(a) 15,359,230 (2022: 8,439,368) units at an issue price ranging from S$0.7018 to S$0.7934 (2022: S$0.7996 to S$0.8746) per unit as payment of the base fee of the Manager's fees incurred for the period from January 2022 to December 2022 (2022: January 2021 to December 2021) and the performance fee of the Manager's fees for the period from July 2021 to June 2022 (2022: July 2020 to June 2021);

(b) 25,712,783 units at an issue price of S$0.6788 per unit in respect of the distribution reinvestment plan for the period 1 July 2022 to 31 December 2022; and

(c) 5,463,895 (2022: 1,823,885) units at an issue price ranging from S$0.7018 to S$0.7934 (2022: S$0.8710 to S$0.9000) per unit as payment for property management services provided by the property manager in respect of the Singapore Properties for the period from January 2022 to December 2022 (2022: January 2021 to December 2021).

Notes to the Financial Statements

19 UNITS IN ISSUE AND PERPETUAL SECURITIES continued

(i) Units in issue continued

In addition to the aforementioned, there were the following issuances of units during the financial year ended 30 June 2022:

(d) 3,683,816 and 22,014,961 units at an issue price of S$0.8891 and S$0.7749 per unit as payment of the acquisition fee of the Manager's fees in respect of the acquisition of 53.0% interest in LLJP and 19.8% interest in ARIF3, and the acquisition of 13.05% interest in ARIF3 and Jem respectively;

(e) 162,867,300 units at an issue price of S$0.7250 per unit as consideration units in respect of the acquisition of 13.05% interest in ARIF3;

(f) 551,723,000 units at an issue price of S$0.7250 per unit in connection with the private placement exercise to raise funds for the payment of the purchase consideration in respect of the acquisition of Jem; and

(g) 345,577,449 units at an issue price of S$0.7200 per unit in connection with the preferential offering exercise to raise funds for the payment of the purchase consideration in respect of the acquisition of Jem.

(ii) Perpetual securities

On 4 June 2021, LREIT issued S$200.0 million perpetual securities ("**Perpetual Securities Series 001**"). On 11 April 2022, LREIT issued S$200.0 million perpetual securities ("**Perpetual Securities Series 002**"), (collectively, the "**Perpetual Securities**"), under the S$1.0 billion Multicurrency Debt Issuance Programme. The key terms and conditions of the Perpetual Securities are as follows:

- the Perpetual Securities 001 will confer a right to receive distribution payments at a rate of 4.20% per annum with the first distribution rate reset date falling on 4 June 2026 and resets occurring every five years thereafter;
- the Perpetual Securities 002 will confer a right to receive distribution payments at a rate of 5.25% per annum with the first distribution rate reset date falling on 11 April 2025 and resets occurring every three years thereafter;
- the Perpetual Securities may be redeemed at the option of LREIT after the first distribution rate reset date and on each distribution payment date thereafter;
- the distributions are payable semi-annually in arrears on a discretionary basis and are non-cumulative; and
- the Perpetual Securities will constitute direct, unconditional, subordinated and unsecured obligations of LREIT and rank pari passu and without any preference among themselves and with any Parity Obligations (as defined in the terms and conditions) of the S$1.0 billion Multicurrency Debt Issuance Programme.

Accordingly, the Perpetual Securities are classified as equity. The expenses relating to the issue of the Perpetual Securities are deducted against the proceeds from the issue.

As at 30 June 2023, the S$399.4 million (2022: S$399.4 million) presented in the statements of financial position of the Group and LREIT represent the carrying value of the S$400.0 million (2022: S$400.0 million) Perpetual Securities issued, net of issue costs and includes the profit attributable to the Perpetual Securities holders from the last distribution date.

Notes to the Financial Statements

20 GROSS REVENUE

	Group	
	2023 S$'000	**2022** S$'000
Rental income	**187,163**	95,354
Turnover rent	**6,114**	1,583
Other property income	**11,599**	4,725
	204,876	101,662

For the year ended 30 June 2023, grant income of Nil (2022: S$54,000) has been recognised in relation to the relief for eligible tenants from the Singapore government as part of the COVID-19 relief measures.

Turnover rent is contingent rent derived from operating leases.

Other property income mainly comprises S$6,365,000 (2022: S$2,059,000) of car park income and S$1,830,000 (2022: S$1,443,000) of electricity income.

21 PROPERTY OPERATING EXPENSES

	Group	
	2023 S$'000	**2022** S$'000
Property maintenance expenses	**10,066**	5,227
Property management fees	**5,937**	2,378
Property management reimbursements[1]	**3,925**	2,174
Property related tax	**15,834**	9,414
Marketing	**4,101**	1,999
Utilities	**5,938**	2,241
Others	**5,138**	2,721
	50,939	26,154

[1] Relates to reimbursement of staff costs paid/payable to the property manager.

Others mainly comprise S$1,581,000 (2022: S$928,000) of leasing fees expenses.

Notes to the Financial Statements

22 MANAGER'S BASE AND PERFORMANCE FEE

	Group	
	2023 S$'000	**2022** S$'000
Base fee[1]	**10,415**	6,025
Performance fee[2]	**7,705**	3,949
	18,120	9,974

1 Relates to amounts in cash of Nil (2022: S$783,000) and in units of S$10,415,000 (2022: S$5,242,000) paid/payable for Manager's base fee.
2 Relates to amounts in cash of Nil (2022: S$514,000) and in units of S$7,705,000 (2022: S$3,435,000) paid/payable for Manager's performance fee.

23 OTHER TRUST EXPENSES

	Group	
	2023 S$'000	**2022** S$'000
Auditor's remuneration		
– audit fees	**273**	284
– non-audit fees[1]	**6**	–
Valuation fees	**99**	183
Consultancy and other professional fees	**211**	239
Other expenses[2]	**3,172**	3,633
	3,761	4,339

1 For the financial year ended 30 June 2022, non-audit fees amounting to S$901,000 have been capitalised as transaction costs into the respective investments acquired during the financial year and included in non-audit fees are S$465,000 of audit-related fees.
2 Other expenses for the financial year ended 30 June 2023 comprise mainly acquisition costs for equity instrument at fair value (2022: acquisition costs for investment in associates, investment in subsidiary and the acquisition of Jem).

Notes to the Financial Statements

24 NET FOREIGN EXCHANGE (LOSS)/GAIN

	Group	
	2023 S$'000	**2022** S$'000
Realised foreign exchange gain	**3,423**	398
Unrealised foreign exchange (loss)/gain	**(6,155)**	39,455
	(2,732)	39,853

25 NET FINANCE COSTS

	Group	
	2023 S$'000	**2022** S$'000
Finance income		
Interest income	**647**	259
Finance expenses		
Interest expense on bank borrowings	**(38,537)**	(8,712)
Financing fees[1]	**(12,821)**	(7,350)
Total finance expenses	**(51,358)**	(16,062)
Net finance cost	**(50,711)**	(15,803)

[1] Includes amortisation of debt-related transaction costs and other finance costs.

Notes to the Financial Statements

26 TAX EXPENSE

	Group	
	2023 S$'000	**2022** S$'000
Current tax expense	**–**	–
Reconciliation of effective tax rate		
Profit before tax	**118,472**	152,682
Less: Share of profit of associates	**(1,052)**	(5,319)
Profit before share of profit of associates and tax	**117,420**	147,363
Tax using Singapore tax rate of 17% (2022: 17%)	**19,961**	25,052
Income not subject to tax	**(21,859)**	(27,975)
Non-tax deductible items	**19,805**	11,042
Others	**(582)**	(68)
Tax transparency	**(17,325)**	(8,051)
	–	–

27 EARNINGS PER UNIT

Basic earnings per unit is calculated by dividing the total profit for the financial year after tax, before distribution, by the weighted average number of units during the financial year.

	Group	
	2023 S$'000	**2022** S$'000
Profit after tax attributable to Unitholders	**99,924**	140,386
Basic and diluted earnings per unit		
Weighted average number of units during the financial year ('000)	**2,293,129**	1,428,170
Basic earnings per unit (cents)	**4.36**	9.83

Diluted earnings per unit is the same as basic earnings per unit as there is no potential dilutive units during the financial year.

Notes to the Financial Statements

28 CAPITAL COMMITMENTS

As at the reporting date, the Group and LREIT had the following commitments:

	Group and LREIT	
	2023 S$'000	**2022** S$'000
Capital expenditure contracted but not provided for in the financial statements	**380**	1,639

29 RELATED PARTIES

In the normal course of the operations of LREIT, the Manager's fees and Trustee's fee have been paid or are payable to the Manager and the Trustee respectively. Other management fees have been paid or are payable to related parties.

In addition to the related party information disclosed elsewhere in the financial statements, significant related party transactions which were carried out in the normal course of business on terms agreed between the parties during the financial year were as follows:

	Group	
	2023 S$'000	**2022** S$'000
Property management fees paid and payable to property manager	**5,858**	2,304
Property management reimbursements paid and payable to property manager	**3,925**	2,174
Leasing commission paid and payable to property manager	**3,851**	1,360
Tenancy design review fees paid and payable to property manager	**386**	167
Acquisition of investment property from related parties	**–**	2,079,000
Acquisition fees paid and payable to the Manager	**852**	20,335

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT

Overview

Risk management is integral to the whole business of the Group. The Group has a system of controls in place to create an acceptable balance between the cost of risks occurring and the cost of managing the risks. The Manager of LREIT continually monitors LREIT's risk management process to ensure that an appropriate balance between risk and control is achieved. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and LREIT's activities.

The Manager of LREIT continually monitors LREIT's risk management policies and procedures and reviews the adequacy of the risk management framework in relation to the risks faced by LREIT.

As at 30 June 2023, the Group's aggregate leverage was 40.6% (2022: 40.0%) with an interest coverage ratio ("**ICR**") of 4.2 times (2022: 9.2 times) in accordance with the requirements in the interest-bearing bank borrowing facilities. The Group has an ICR of 2.7 times (2022: 4.2 times) and an adjusted ICR of 2.0 times (2022: 2.5 times) in accordance with Appendix 6 of the CIS Code issued by MAS. The Group had complied with the aggregate leverage limit during the financial year.

There were no changes in the Group's approach to capital management during the financial year.

Credit risk

Credit risk is the potential financial loss resulting from the failure of a tenant or a counterparty to settle its financial and contractual obligations to the Group, as and when they fall due.

Trade receivables

Credit evaluations are performed by the Manager before lease agreements are entered into with the lessees. Rental deposits as a multiple of monthly rent are received either in cash or bank guarantees to reduce credit risk. The Manager also monitors the amount owing by the lessees on an ongoing basis.

At the reporting date, there was no significant concentration of credit risk. The maximum exposure to credit risk is represented by the carrying value of each financial asset on the statements of financial position.

Exposure to credit risk

Concentration of credit risk relating to trade receivables is limited due to the Group's many varied tenants and credit policy of obtaining security deposits, banker's guarantees or other forms of collateral from tenants. These tenants comprise tenants engaged in a wide variety of trades. The Group's historical experience in the collection of accounts receivable falls within the recorded allowances. Due to these factors, the Manager believes that no additional credit risk beyond amounts provided for collection losses is inherent in the Group's trade receivables.

Expected credit loss assessment for individual tenants

The Group uses an allowance matrix to measure the ECLs of trade receivables from individual tenants, which comprise a very large number of balances.

Loss rates are calculated using a 'roll rate' method based on the probability of a receivable progressing through successive stages of delinquency to write-off based on actual credit loss experience.

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT continued

Credit risk continued

Trade receivables continued

Expected credit loss assessment for individual tenants continued

The ageing of trade receivables at the reporting date was:

	Group		LREIT	
	Gross S$'000	Impairment loss S$'000	Gross S$'000	Impairment loss S$'000
2023				
Not past due	**11**	**–**	**11**	**–**
Past due 1 – 30 days	**818**	**(152)**	**818**	**(152)**
Past due 31 – 90 days	**707**	**(161)**	**707**	**(161)**
Past due more than 90 days	**1,776**	**(1,349)**	**1,776**	**(1,349)**
	3,312	**(1,662)**	**3,312**	**(1,662)**
2022				
Not past due	11	–	11	–
Past due 1 – 30 days	2,563	(207)	2,563	(207)
Past due 31 – 90 days	681	(482)	681	(482)
Past due more than 90 days	1,683	(1,390)	1,683	(1,390)
	4,938	(2,079)	4,938	(2,079)

Cash and cash equivalents

Cash and cash equivalents are placed with financial institutions which are regulated.

Impairment on cash and cash equivalents has been measured on the 12-month expected loss basis and reflects the short maturities of the exposures. The Group considers that its cash and cash equivalents have low credit risk based on the external credit ratings of its counterparties. The ECL on cash and cash equivalents is negligible.

Derivative financial instruments

Transactions involving derivative financial instruments are entered into only with counterparties that are regulated.

Other receivables

The Group assesses on a forward-looking basis the ECLs associated with financial assets at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk. The Group considers that the credit risk of these counterparties has not increased, and determines that the 12-month ECL on outstanding balances is negligible as at the reporting date.

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT continued

Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group manages its debt maturity profile and operating cash flows to ensure that refinancing, repayment and funding needs are met. As part of liquidity management, the Group invests primarily in bank deposits and finances its operations mainly through the use of mid to long term financing transactions.

Exposure to liquidity risk

The following are the expected contractual undiscounted cash inflows/(outflows) of financial liabilities, at amortised cost, including contractual interest payments and excluding the impact of netting agreements.

		Cash flows			
	Carrying amount S$'000	Contractual cash flows S$'000	Within 1 year S$'000	Between 1 to 5 years S$'000	After 5 years S$'000
Group					
30 June 2023					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	**1,512,183**	**(1,687,644)**	**(493,907)**	**(1,193,737)**	**–**
Trade and other payables[2]	**68,084**	**(68,084)**	**(45,770)**	**(22,254)**	**(60)**
Lease liability	**1,871**	**(2,002)**	**(270)**	**(1,080)**	**(652)**
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	**568**	**(942)**	**263**	**(1,205)**	**–**
Interest rate derivatives (net-settled)	**(14,608)**	**18,869**	**13,136**	**5,733**	**–**
Forward currency exchange contracts (gross-settled)	**514**	**–**	**–**	**–**	**–**
– (outflow)	**–**	**(15,206)**	**(9,891)**	**(5,315)**	**–**
– inflow	**–**	**14,665**	**9,502**	**5,163**	**–**
Forward currency exchange contracts (gross-settled)	**(202)**	**–**	**–**	**–**	**–**
– (outflow)	**–**	**(10,777)**	**(10,777)**	**–**	**–**
– inflow	**–**	**10,950**	**10,950**	**–**	**–**
	1,568,410	**(1,740,171)**	**(526,764)**	**(1,212,695)**	**(712)**
30 June 2022					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	1,449,900	(1,596,101)	(329,492)	(1,266,609)	–
Trade and other payables[2]	59,524	(59,524)	(44,378)	(15,145)	(1)
Lease liability	2,105	(2,272)	(270)	(1,080)	(922)
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	(9,962)	12,949	4,291	8,658	–
Forward currency exchange contracts (gross-settled)	(2,433)	–	–	–	–
– (outflow)	–	(36,826)	(26,200)	(10,626)	–
– inflow	–	39,678	28,728	10,950	–
	1,499,134	(1,642,096)	(367,321)	(1,273,852)	(923)

1 The contractual cash flows assume no interest savings from sustainability-linked bank borrowings of S$980.4 million (2022: S$836.0 million).
2 Excludes interest payable and rental received in advance.

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT continued

Liquidity risk continued

Exposure to liquidity risk continued

		Cash flows			
	Carrying amount S$'000	Contractual cash flows S$'000	Within 1 year S$'000	Between 1 to 5 years S$'000	After 5 years S$'000
LREIT					
30 June 2023					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	**1,512,183**	**(1,687,644)**	**(493,907)**	**(1,193,737)**	**–**
Trade and other payables[2]	**65,622**	**(65,622)**	**(43,308)**	**(22,254)**	**(60)**
Lease liability	**1,871**	**(2,002)**	**(270)**	**(1,080)**	**(652)**
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	**568**	**(942)**	**263**	**(1,205)**	**–**
Interest rate derivatives (net-settled)	**(14,608)**	**18,869**	**13,136**	**5,733**	**–**
Forward currency exchange contracts (gross-settled)	**514**	**–**	**–**	**–**	**–**
– (outflow)	**–**	**(15,206)**	**(9,891)**	**(5,315)**	**–**
– inflow	**–**	**14,665**	**9,502**	**5,163**	**–**
Forward currency exchange contracts (gross-settled)	**(202)**	**–**	**–**	**–**	**–**
– (outflow)	**–**	**(10,777)**	**(10,777)**	**–**	**–**
– inflow	**–**	**10,950**	**10,950**	**–**	**–**
	1,565,948	**(1,737,709)**	**(524,302)**	**(1,212,695)**	**(712)**
30 June 2022					
Non-derivative financial liabilities					
Unsecured interest-bearing bank borrowings[1]	1,449,900	(1,596,101)	(329,492)	(1,266,609)	–
Trade and other payables[2]	58,220	(58,220)	(43,074)	(15,145)	(1)
Lease liability	2,105	(2,272)	(270)	(1,080)	(922)
Derivative financial (assets)/liabilities, at fair value					
Interest rate derivatives (net-settled)	(9,962)	12,949	4,291	8,658	–
Forward currency exchange contracts (gross-settled)	(2,433)	–	–	–	–
– (outflow)	–	(36,826)	(26,200)	(10,626)	–
– inflow	–	39,678	28,728	10,950	–
	1,497,830	(1,640,792)	(366,017)	(1,273,852)	(923)

1 The contractual cash flows assume no interest savings from sustainability-linked bank borrowings of S$980.4 million (2022: S$836.0 million).
2 Excludes interest payable and rental received in advance.

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT continued

Market risk

Market risk is the risk that changes in market prices, such as interest rates and foreign exchange rates, will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposure within acceptable parameters, while optimising the return on risk.

Interest rate risk

The Group manages its interest rate exposure by maintaining a mix of fixed and floating rate borrowings, where feasible. The Group actively reviews its debt portfolio, taking into account the investment holding period and nature of its assets. The Group also uses derivative financial instruments such as interest rate derivatives and forward currency exchange contracts to minimise its exposure to interest rate volatility, where feasible. These derivative financial instruments are classified as derivative asset or liability on the statements of financial position.

As at 30 June 2023, the Group had S$980.4 million (2022: S$836.0 million) sustainability-linked loans where the sustainability targets are linked with emissions reductions. Upon meeting the targets, the Group will be awarded interest savings.

Managing interest rate benchmark reform and associated risks

A fundamental reform of major interest rate benchmarks is being undertaken globally, including the replacement of some interbank offered rates ("**IBORs**") with alternative nearly risk-free rates (referred to as 'interest rate benchmark reform'). The Group has exposures to IBORs on its financial instruments that will be replaced or reformed as part of these market-wide initiatives.

The Group's main IBOR exposure as at 30 June 2023 was indexed to EURIBOR. The calculation methodology of EURIBOR changed in 2019, allowing market participants to continue to use EURIBOR for both existing and new contracts and the Group expects that EURIBOR will continue to exist as a benchmark rate for the foreseeable future.

As at 30 June 2022, the Group had exposures to SOR on its financial liabilities and derivatives. These have been repaid during the financial year ended 30 June 2023.

The Group's exposure to interest rate risk for changes in interest rates relates mainly to the interest-bearing financial assets and financial liabilities.

	Notional amount Group and LREIT	
	2023 S$'000	**2022** S$'000
Fixed rate instruments		
Unsecured interest-bearing bank borrowings	**(31,715)**	–
Interest rate derivatives	**(949,734)**	(873,134)
	(981,449)	(873,134)
Variable rate instruments		
Unsecured interest-bearing bank borrowings	**(1,521,134)**	(1,480,134)
Interest rate derivatives	**949,734**	873,134
	(571,400)	(607,000)

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT continued

Interest rate risk continued

Sensitivity analysis

The Group does not account for any fixed rate instruments at fair value through profit or loss, and the Group does not designate derivatives as hedging instruments under a fair value hedge accounting model. Therefore, in respect of the fixed rate instruments, a change in interest rates at the reporting date would not affect the statements of profit or loss and other comprehensive income.

Cash flow sensitivity analysis for variable rate instruments

A 100 basis point ("**bp**") movement in interest rate at the reporting date would increase/(decrease) profit or loss (before any tax effect) by the amounts shown below. This analysis assumes that all other variables, in particular foreign currency rates, remain constant.

	Group S$'000	**LREIT** S$'000
2023		
100 bp increase	**(5,714)**	**(5,714)**
100 bp decrease	**5,714**	**5,714**
2022		
100 bp increase	(6,070)	(6,070)
100 bp decrease	6,070	6,070

Foreign currency risk

The Group's exposure to foreign currency risk relates to transactions that are denominated in currencies other than the respective functional currencies of the Group's entities.

The Group maintains a natural hedge, whenever possible, by borrowing in the currency of the country where its property or investment is located or by borrowing in currencies that match the future revenue stream to be generated from its investments.

In relation to its overseas investments in its foreign subsidiary whose net assets are exposed to currency translation risks and which is held for long term investment purposes, the differences arising from such translation are recorded under the foreign currency translation reserve, in net assets attributable to Unitholders. These translation differences are reviewed and monitored on a regular basis.

Notes to the Financial Statements

30 FINANCIAL RISK MANAGEMENT continued

Foreign currency risk continued

As at reporting date, the Group's and LREIT's exposure to foreign currencies in relation to financial assets and liabilities was as follows:

	Euro			
	Group		LREIT	
	2023 S$'000	**2022** S$'000	**2023** S$'000	**2022** S$'000
Cash and cash equivalents	**18,310**	15,902	**2,487**	746
Trade and other receivables[1]	**406**	144	**–**	–
Trade and other payables[2]	**(2,383)**	(1,201)	**–**	–
Derivative financial instruments	**6,887**	6,307	**6,887**	6,307
Loans and borrowings	**(438,449)**	(414,837)	**(438,449)**	(414,837)
Net exposure	**(415,229)**	(393,685)	**(429,075)**	(407,784)

1 Excludes net VAT receivable.
2 Excludes rental received in advance.

Sensitivity analysis

At the reporting date, a 5% strengthening/weakening of the Euro, as indicated below, against the Singapore dollar at the reporting date would have increased/(decreased) total profit or loss by the amounts shown below for the Group's and LREIT's financial assets and financial liabilities. This analysis assumes that all other variables, in particular interest rates, remain constant.

	Group S$'000	**LREIT** S$'000
2023		
5% strengthening	**(20,761)**	**(21,454)**
5% weakening	**20,761**	**21,454**
2022		
5% strengthening	(19,684)	(20,389)
5% weakening	19,684	20,389

Notes to the Financial Statements

31 FAIR VALUE OF ASSETS AND LIABILITIES

The following methods and assumptions are used to estimate fair values of the following significant classes of financial instruments:

(i) Derivative financial instruments

Interest rate derivatives are valued using valuation techniques with market observable inputs. The most frequently applied valuation techniques include forward pricing and swap models, using present valuation calculations. The models incorporate various inputs including the credit quality of counterparties, interest rate and forward rate curves.

The fair value of the foreign currency forward contracts is determined using quoted forward exchange rates at the reporting date and present value calculation based on high credit quality yield curves in the respective currencies.

(ii) Non-derivatives financial instruments

Financial instruments that are not measured at fair value

Fair value of loans and borrowings, which is determined for disclosure purposes, is calculated based on the present value of future principal and interest cash flows, discounted using the market rate of interest at the reporting date.

Interest rates used in determining fair values

The weighted average interest rates used to discount estimated cash flows, where applicable, are based on forward rates as at 30 June plus a credit spread, and are as follows:

	Group		LREIT	
	2023 %	2022 %	2023 %	2022 %
Unsecured interest-bearing bank borrowings	**4.37**	1.85	**4.37**	1.85

Financial instruments for which fair value is equal to the carrying value

These financial instruments include cash and cash equivalents, trade and other receivables, other current assets, other non-current assets, trade and other payables and lease liability. The carrying amounts of these financial instruments are approximations of their fair values because they are either short term in nature or the effect of discounting is immaterial.

Equity instrument at fair value

The fair value measurement for equity instrument at fair value has been categorised as Level 3 based on inputs to the valuation techniques used.

The fair value of the equity instrument is calculated using the net asset value of the unquoted entity adjusted for the fair value of the underlying property. The estimated fair value would increase/(decrease) if the net asset value was higher/(lower).

Notes to the Financial Statements

31 FAIR VALUE OF ASSETS AND LIABILITIES continued

Accounting classifications and fair values

The fair values of financial assets and liabilities, together with the carrying amounts shown in the statements of financial position, are as follows. It does not include fair value information for financial assets and financial liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

	Note	Carrying amount	
		At amortised cost S$'000	FVTPL S$'000
Group			
30 June 2023			
Financial assets not measured at fair value			
Trade and other receivables[1]	10	**2,703**	**–**
Other non-current assets	11	**2,685**	**–**
Cash and cash equivalents	13	**54,224**	**–**
Other current assets[2]	14	**4,417**	**–**
		64,029	**–**
Financial assets measured at fair value			
Equity instrument at fair value	9	**–**	**85,784**
Derivative financial assets	12	**–**	**14,810**
		–	**100,594**
Financial liabilities not measured at fair value			
Trade and other payables[3]	15	**–**	**–**
Loans and borrowings	16	**–**	**–**
Lease liability	17	**–**	**–**
		–	**–**
Financial liabilities measured at fair value			
Derivative financial liabilities	12	**–**	**(1,082)**
30 June 2022			
Financial assets not measured at fair value			
Trade and other receivables[1]	10	10,736	–
Other non-current assets	11	1,294	–
Cash and cash equivalents	13	49,230	–
Other current assets[2]	14	3,569	–
		64,829	–
Financial assets measured at fair value			
Derivative financial assets	12	–	12,395
Financial liabilities not measured at fair value			
Trade and other payables[3]	15	–	–
Loans and borrowings	16	–	–
Lease liability	17	–	–
		–	–

1 Excludes net VAT receivables. (2022: Excludes net GST/VAT receivables.)
2 Excludes deposits and prepayments.
3 Excludes net GST payables and rental received in advance. (2022: Excludes rental received in advance.)

Notes to the Financial Statements

			Fair value			
	Other financial liabilities S$'000	Total carrying amount S$'000	Level 1 S$'000	Level 2 S$'000	Level 3 S$'000	Total S$'000
–	**2,703**					
–	**2,685**					
–	**54,224**					
–	**4,417**					
–	**64,029**					
–	**85,784**	–	–	**85,784**	**85,784**	
–	**14,810**	–	**14,810**	–	**14,810**	
–	**100,594**					
(69,105)	**(69,105)**					
(1,512,183)	**(1,512,183)**	–	**(1,670,845)**	–	**(1,670,845)**	
(1,871)	**(1,871)**					
(1,583,159)	**(1,583,159)**					
–	**(1,082)**	–	**(1,082)**	–	**(1,082)**	
–	10,736					
–	1,294					
–	49,230					
–	3,569					
–	64,829					
–	12,395	–	12,395	–	12,395	
(62,342)	(62,342)					
(1,449,900)	(1,449,900)	–	(1,586,023)	–	(1,586,023)	
(2,105)	(2,105)					
(1,514,347)	(1,514,347)					

Notes to the Financial Statements

31 FAIR VALUE OF ASSETS AND LIABILITIES continued

Accounting classifications and fair values continued

	Note	Carrying amount: At amortised cost S$'000	Carrying amount: FVTPL S$'000
LREIT			
30 June 2023			
Financial assets not measured at fair value			
Trade and other receivables	10	**2,297**	**–**
Other non-current assets	11	**2,685**	**–**
Cash and cash equivalents	13	**37,662**	**–**
Other current assets[1]	14	**4,417**	**–**
		47,061	**–**
Financial assets measured at fair value			
Equity instrument at fair value	9	**–**	**85,784**
Derivative financial assets	12	**–**	**14,810**
		–	**100,594**
Financial liabilities not measured at fair value			
Trade and other payables[2]	15	**–**	**–**
Loans and borrowings	16	**–**	**–**
Lease liability	17	**–**	**–**
		–	**–**
Financial liabilities measured at fair value			
Derivative financial liabilities	12	**–**	**(1,082)**
30 June 2022			
Financial assets not measured at fair value			
Trade and other receivables[3]	10	12,335	–
Other non-current assets	11	1,294	–
Cash and cash equivalents	13	32,373	–
Other current assets[1]	14	3,569	–
		49,571	–
Financial assets measured at fair value			
Derivative financial assets	12	–	12,395
Financial liabilities not measured at fair value			
Trade and other payables[2]	15	–	–
Loans and borrowings	16	–	–
Lease liability	17	–	–
		–	–

1 Excludes deposits and prepayments.
2 Excludes net GST payables and rental received in advance. (2022: Excludes rental received in advance.)
3 (2022: Excludes net GST receivables.)

Notes to the Financial Statements

			Fair value			
	Other financial liabilities S$'000	Total carrying amount S$'000	Level 1 S$'000	Level 2 S$'000	Level 3 S$'000	Total S$'000
	–	2,297				
	–	2,685				
	–	37,662				
	–	4,417				
	–	47,061				
	–	85,784	–	–	85,784	85,784
	–	14,810	–	14,810	–	14,810
	–	100,594				
	(66,643)	(66,643)				
	(1,512,183)	(1,512,183)	–	(1,670,845)	–	(1,670,845)
	(1,871)	(1,871)				
	(1,580,697)	(1,580,697)				
	–	(1,082)	–	(1,082)	–	(1,082)
	–	12,335				
	–	1,294				
	–	32,373				
	–	3,569				
	–	49,571				
	–	12,395	–	12,395	–	12,395
	(61,038)	(61,038)				
	(1,449,900)	(1,449,900)	–	(1,586,023)	–	(1,586,023)
	(2,105)	(2,105)				
	(1,513,043)	(1,513,043)				

Notes to the Financial Statements

32 OPERATING SEGMENT

For segment reporting purpose, the primary segment is by geography and it comprises Singapore and Italy. The Group's reportable operating segments are as follows:

(i) Singapore – leasing of retail and office buildings in Singapore.

(ii) Italy – leasing of Sky Complex, comprising three office buildings in Milan, Italy.

Segment information is presented in respect of the Group's geographical segments. The operations of each of the Group's geographical segments are separately managed because of different economic and regulatory environments in which they operate in. For the purpose of making resource allocation and the assessment of segment performance, the Group's CODMs have focused on its investment properties. For each of the reporting segments, the Manager reviews internal management reports on a monthly basis. This forms the basis of identifying the operating segments of the Group under IFRS 8 *Operating Segments*.

	Singapore S$'000	Italy S$'000	Total S$'000
For the year ended 30 June 2023			
Gross revenue	**179,790**	**25,086**	**204,876**
Property operating expenses	**(48,249)**	**(2,690)**	**(50,939)**
Total segment net property income	**131,541**	**22,396**	**153,937**
Unallocated items:			
Manager's base fees			**(10,415)**
Manager's performance fees			**(7,705)**
Other management fee			**(762)**
Trustee's fee			**(438)**
Other trust expenses			**(3,761)**
Net foreign exchange loss			**(2,732)**
Finance income			**647**
Finance cost			**(51,358)**
Profit before tax, change in fair value, impairment and share of profit			**77,413**
Fair value gains/(losses) of investment properties & investment property under development	**90,646**	**(51,484)**	**39,162**
Share of profit of associates	**1,052**	**–**	**1,052**
Fair value gains of equity instrument	**579**	**–**	**579**
Impairment of investment in associates	**(1,067)**	**–**	**(1,067)**
Unallocated item:			
Fair value gains of derivative financial instruments			**1,333**
Profit before tax			**118,472**
Segment assets	**3,379,582**	**446,769**	**3,826,351**
Segment liabilities	**1,590,023**	**5,563**	**1,595,586**

Notes to the Financial Statements

32 OPERATING SEGMENT continued

	Singapore S$'000	Italy S$'000	Total S$'000
For the year ended 30 June 2022			
Gross revenue	76,278	25,384	101,662
Property operating expenses	(23,585)	(2,569)	(26,154)
Total segment net property income	52,693	22,815	75,508
Unallocated items:			
Manager's base fees			(6,025)
Manager's performance fees			(3,949)
Other management fee			(1,256)
Trustee's fee			(303)
Other trust expenses			(4,339)
Net foreign exchange gain			39,853
Finance income			259
Finance cost			(16,062)
Profit before tax, change in fair value, impairment and share of profit			83,686
Fair value (losses)/gains of investment properties & investment property under development	(24,342)	73,457	49,115
Share of profit of associates	5,319	–	5,319
Fair value gains of equity instrument	330	–	330
Impairment of investment in associates	(564)	–	(564)
Unallocated item:			
Fair value gains of derivative financial instruments			14,796
Profit before tax			152,682
Segment assets	3,207,221	494,743	3,701,964
Segment liabilities	1,519,082	4,189	1,523,271

Major tenants

Two major tenants (2022: one major tenant) contributed approximately S$47.0 million (2022: approximately S$25.4 million) of the Group's gross revenue from Singapore and Italy (2022: Italy).

Notes to the Financial Statements

33 FINANCIAL RATIOS

	Group	
	2023 %	2022 %
Expenses to weighted average net assets[1]		
– Expense ratio including performance-related fee	**1.05**	0.99
– Expense ratio excluding performance-related fee	**0.70**	0.74
Portfolio turnover rate[2]	**–**	–

1 The annualised ratios are computed in accordance with the guidelines of Investment Management Association of Singapore. The expenses used in the computation relate to expenses of the Group, excluding property related expenses, borrowing costs, changes in fair value of financial derivatives, investment properties and investment property under development and foreign exchange gains/(losses).

2 The annualised ratio is computed based on the lesser of purchases or sales of underlying investment properties of the Group expressed as a percentage of weighted average net asset value.

34 ACQUISITION OF SUBSIDIARY

On 4 August 2021, the Group acquired 53.0% of the shares in LLJP which held 25.0% indirect interest in Jem.

The cash outflows and net assets of subsidiary acquired are provided below:

	2022 S$'000
Investment in associates	298,539
Cash and cash equivalents	877
Prepayments	11
Trade and other payables	(457)
Non-controlling interests	(140,516)
Net assets acquired	158,454
Goodwill arising from acquisition allocated to investment in associates	2,017
Total purchase consideration, including acquisition fees	160,471
Acquisition fees settled by way of issuance of Units	(1,582)
Cash of subsidiary acquired	(877)
Cash outflow on acquisition of subsidiary	158,012

35 SUBSEQUENT EVENTS

On 7 August 2023, the Manager announced a distribution of 2.2453 Singapore cents per unit, amounting to approximately S$52.2 million in respect of the period from 1 January 2023 to 30 June 2023.

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Issuer

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Auditors

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Trustee

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United Kingdom

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Non-CDP Calculation Agent (in respect of Securities cleared through Euroclear/ Clearstream, Luxembourg)

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CDP Calculation Agent (in respect of Securities cleared through CDP)

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