

Offer Information Statement dated 22 September 2010

(Lodged with the Monetary Authority of Singapore on 22 September 2010)

THIS OFFER INFORMATION STATEMENT IS IMPORTANT. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional adviser.

The collective investment scheme offered in this Offer Information Statement is an authorised scheme under the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”). A copy of this Offer Information Statement, together with the application form for the new units in AIMS AMP Capital Industrial REIT (“AIMSAMPIREIT”) to be issued for the purpose of the Rights Issue (as defined herein) (“Rights Units”) and Excess Rights Units (as defined herein) (“ARE”) and the application form for Rights Units to be issued to purchasers of the Rights Entitlements (as defined herein) (“ARS”) under the Rights Issue traded on the Singapore Exchange Securities Trading Limited (the “SGX-ST”) under the book-entry (scripless) settlement system, has been lodged with the Monetary Authority of Singapore (the “Authority”). The Authority assumes no responsibility for the contents of this Offer Information Statement, the ARE and the ARS. Lodgement of this Offer Information Statement with the Authority does not imply that the SFA, or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the units being offered, or in respect of which an invitation is made, for investment.

Approval in-principle has been obtained from the SGX-ST for the listing of and quotation for the Rights Units on the Main Board of the SGX-ST. The SGX-ST’s in-principle approval is not an indication of the merits of AIMSAMPIREIT, the units in AIMSAMPIREIT (“Units”), the Rights Issue or the Rights Units. The SGX-ST assumes no responsibility for the accuracy of any statements made, reports contained or opinions expressed in this Offer Information Statement. No Units shall be allotted on the basis of this Offer Information Statement later than the date falling six months from the date of lodgement of this Offer Information Statement.

This Offer Information Statement may not be sent to any person or any jurisdiction in which it would not be permissible to deliver or make an offer of Rights Units and the “nil-paid” provisional allotments of Rights Units to Eligible Unitholders (as defined herein) under the Rights Issue (“Rights Entitlements”), and the Rights Units and the Rights Entitlements may not be sold, resold, transferred or delivered, directly or indirectly, to any such person or in any such jurisdiction. The Rights Units and Right Entitlements have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or under the securities laws of any state or other jurisdiction of the United States and may not be offered, sold or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from, or a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. The Right Units and the Rights Entitlements are being offered, sold or delivered in offshore transactions in reliance on Regulation S under the Securities Act (“Regulation S”).


**AIMS AMP CAPITAL
INDUSTRIAL REIT**

(a unit trust constituted in the Republic of Singapore pursuant to a trust deed dated 5 December 2006 (as amended))

MANAGED BY

AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED

FULLY UNDERWRITTEN RENOUNCEABLE RIGHTS ISSUE (THE “RIGHTS ISSUE”) OF 513,309,781 RIGHTS UNITS AT AN ISSUE PRICE OF S\$0.155 FOR EACH RIGHTS UNIT (THE “RIGHTS ISSUE PRICE”), ON THE BASIS OF SEVEN (7) RIGHTS UNITS FOR EVERY TWENTY (20) EXISTING UNITS (THE “RIGHTS RATIO”) HELD BY ELIGIBLE UNITHOLDERS (AS DEFINED HEREIN) AS AT 20 SEPTEMBER 2010 AT 5.00 P.M. (THE “RIGHTS ISSUE BOOKS CLOSURE DATE”).

Sole Financial Adviser for the Rights Issue**Joint Bookrunners and Underwriters for the Rights Issue****IMPORTANT DATES AND TIMES**

(The following is qualified by, and should be read in conjunction with, the section entitled “Timetable of Key Events”)

Last date and time for trading of Rights Entitlements	:	1 October 2010 at 5.00 p.m.
Last date and time for acceptance of the Rights Entitlements and payment for Rights Units	:	7 October 2010 at 5.00 p.m. (9.30 p.m. for Electronic Applications through ATMs of Participating Banks (each as defined herein))
Last date and time for application and payment for Excess Rights Units	:	7 October 2010 at 5.00 p.m. (9.30 p.m. for Electronic Applications through ATMs of Participating Banks)

TABLE OF CONTENTS

	Page
Notice to Unitholders and Investors	ii
Important Notice to (A) CPFIS Investors, (B) SRS Investors and (C) Investors Who Hold Units Through a Finance Company and/or Depository Agent	v
Eligibility of Unitholders to Participate in the Rights Issue	vi
Corporate Information	xii
Summary	1
Timetable of Key Events	4
The Rights Issue	6
Use of Proceeds	14
Information Relating to the Acquisition	16
Operating and Financial Review and Prospects	20
Pro Forma Financial Information	25
Information Relating to AIMSAMPIREIT	32
Risk Factors	42
General Information	65
Glossary	70
 APPENDICES	
Appendix A Certain Financial Information relating to AIMSAMPIREIT	A-1
Appendix B Procedures for Acceptance, Payment, Renunciation and Application for Rights Units and/or Excess Rights Units by Eligible Unitholders	B-1
Appendix C Additional Terms and Conditions for Electronic Applications	C-1
Appendix D List of Participating Banks	D-1

NOTICE TO UNITHOLDERS AND INVESTORS

No person has been authorised to give any information or make any representations other than those contained in this Offer Information Statement in connection with the Rights Issue and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of AIMSAMPIREIT, AIMS AMP Capital Industrial REIT Management Limited, in its capacity as manager of AIMSAMPIREIT (the “**Manager**”), HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of AIMSAMPIREIT (the “**Trustee**”), Standard Chartered Securities (Singapore) Pte. Limited (“**Standard Chartered**”) as Sole Financial Adviser for the Rights Issue (the “**Sole Financial Adviser**”) and together with Macquarie Capital Securities (Singapore) Pte. Limited (“**Macquarie**”) as the Joint Bookrunners and Underwriters for the Rights Issue (the “**Joint Bookrunners and Underwriters**”). Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of AIMSAMPIREIT or the Manager. Neither the delivery of this Offer Information Statement nor the issue of the Rights Units shall, under any circumstances, constitute a representation, or give rise to any implication, that there has been no material change in the affairs of AIMSAMPIREIT or in any of the information contained herein since the date of this Offer Information Statement. Where such changes occur after the date of this Offer Information Statement and are material and required to be disclosed by law and/or the SGX-ST, the Manager will announce such changes via SGXNET¹, and if required, lodge a supplementary or replacement document with the Authority. All holders of Units (“**Unitholders**”) and investors should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.

For Eligible Unitholders, acceptances of the Rights Entitlements and (if applicable) applications for Excess Rights Units may be made through The Central Depository (Pte) Limited (“**CDP**”) or through an ATM of a Participating Bank in accordance with the terms and conditions of this Offer Information Statement (“**Electronic Application**”).

Central Provident Fund (“CPF”) Investment Scheme (“CPFIS”) investors, Supplementary Retirement Scheme (“SRS”) investors and investors who hold Units through a finance company and/or Depository Agent (as defined herein) should see the section entitled “Important Notice to (A) CPFIS Investors, (B) SRS Investors and (C) Investors Who Hold Units Through a Finance Company and/or Depository Agent” of this Offer Information Statement for important details relating to the offer procedure for them.

This Offer Information Statement, the ARE and the ARS may not be used for the purpose of, and does not constitute, an offer, invitation or solicitation in any jurisdiction or in any circumstances in which such offer, invitation or solicitation is unlawful or unauthorised, or to any person to whom it is unlawful to make such offer, invitation or solicitation. In addition, no action has been or will be taken in any jurisdiction (other than Singapore) that would permit a public offering of the Rights Units or the possession, circulation or distribution of this Offer Information Statement or any other material relating to AIMSAMPIREIT or the Rights Units in any jurisdiction (other than Singapore) where action for that purpose is required. The Rights Units may not be offered or sold, directly or indirectly, and neither this Offer Information Statement nor any other offering material or advertisements in connection with the Rights Units may be distributed or published in or from any country or jurisdiction, except, in each case, under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice regarding an investment in the Rights Units and/or Units.

The Manager, the Trustee, the Sole Financial Adviser, the Joint Bookrunners and Underwriters and their respective officers and employees make no representation, warranty or recommendation whatsoever as to the merits of the Rights Issue, the Rights Units, the Rights Entitlements or

¹ An internet-based corporate announcement submission system maintained by the SGX-ST.

AIMSAMPIREIT, or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to subscribe for the Rights Units. Prospective subscribers of the Rights Units should rely on their own investigation, appraisal and determination of the merits of investing in AIMSAMPIREIT and shall be deemed to have done so.

This Offer Information Statement and the accompanying documents have been prepared solely for the purposes of the Rights Issue and may not be relied upon for any other purposes.

The Rights Units and the Rights Entitlements have not been and will not be registered under the Securities Act or under any securities laws of any state or other jurisdiction of the U.S. and may not be offered, sold or delivered, directly or indirectly, within the U.S. except pursuant to an applicable exemption from, or a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the U.S. The Rights Units and Rights Entitlements are being offered, sold or delivered in offshore transactions in reliance on Regulation S. The distribution of this Offer Information Statement and the placement of the Rights Units in certain jurisdictions may be prohibited or restricted by law. Persons who come into possession of this Offer Information Statement and/or its accompanying documents are required by the Manager, the Sole Financial Adviser and the Joint Bookrunners and Underwriters to inform themselves of, and observe, any such prohibitions and restrictions.

Selected financial data from the audited financial statements of AIMSAMPIREIT and its subsidiaries (the “**Group**”) for the financial period from 5 December 2006 (being the date of constitution of AIMSAMPIREIT) to 31 March 2008 (“**FP2008**”, and the audited financial statements of the Group for FP2008, the “**FP2008 Audited Financial Statements**”), the audited financial statements of the Group for the financial year ended 31 March 2009 (“**FY2009**”, and the audited financial statements of the Group for FY2009, the “**FY2009 Audited Financial Statements**”), the audited financial statements of the Group for the financial year ended 31 March 2010 (“**FY2010**”, and the audited financial statements of the Group for FY2010, the “**FY2010 Audited Financial Statements**”), the unaudited financial statements of the Group for the financial quarter ended 30 June 2009 (“**1Q FY2010**”, and the unaudited financial statements of the Group for 1Q FY2010, the “**1Q FY2010 Unaudited Financial Statements**”) and the unaudited financial statements of the Group for the financial quarter ended 30 June 2010 (“**1Q FY2011**”, and the unaudited financial statements of the Group for 1Q FY2011, the “**1Q FY2011 Unaudited Financial Statements**”) (collectively, the “**Financial Statements**”), is set out in **Appendix A**. Financial data relating to distribution per Unit (“**DPU**”), earnings or loss per Unit and net tangible assets (“**NTA**”) per Unit before and after any adjustment to reflect (i) the Acquisition and Rights Issue (both as defined herein), and (ii) the Transactions (as defined herein), is set out respectively in the sub-sections entitled “FY2010 Pro Forma Financial Effects of the Acquisition and the Rights Issue” and “1Q FY2011 Pro Forma Financial Effects of the Transactions” in the “Pro Forma Financial Information” section.

Such selected financial data should be read together with the relevant notes to the Financial Statements, where applicable, which are available for inspection during normal business hours at the registered office of the Manager at 1 Raffles Place, #21-01 One Raffles Place, Singapore 048616, from the date of this Offer Information Statement up to and including the date falling six months after the date of this Offer Information Statement.¹

Prospective investors are advised to obtain and read the Financial Statements (including the relevant notes, where applicable) before making any investment decision in relation to the Rights Entitlements and the Rights Units.

The value of Units and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by, the Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested. None of the Manager

¹ Prior appointment with the Manager will be appreciated.

or any of its affiliates guarantees the performance of AIMSAMPIREIT or the repayment of capital from AIMSAMPIREIT, or any particular rate of return.

Investors have no right to request the Manager to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of Units on the SGX-ST does not guarantee a liquid market for the Units. The past performance of AIMSAMPIREIT is not necessarily indicative of the future performance of AIMSAMPIREIT.

Forward-Looking Statements

This Offer Information Statement may contain forward-looking statements that involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. The Manager, the Trustee, the Sole Financial Adviser and the Joint Bookrunners and Underwriters do not represent or warrant that the actual future performance, outcomes or results of AIMSAMPIREIT will be as discussed in those statements. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from similar developments, shifts in expected levels of property rental income, changes in property expenses and operating expenses, and governmental and public policy changes.

(See the section entitled “Risk Factors” for a discussion of certain factors to be considered in connection with an investment in the Rights Entitlements and the Rights Units)

You are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager’s current view of future events. Investors should read the whole of this Offer Information Statement and make their own assessment of the future performance of AIMSAMPIREIT before deciding whether to subscribe for the Rights Units. Investors should also make their own independent investigations of any bases and assumptions upon which financial projections, if any, are made or based, and carefully consider this Offer Information Statement in the light of their personal circumstances. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional adviser.

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded off.

Where to Find Help

If you have any enquiries, please contact us at the email address set out below.

Email enquiries to: Rights@aimsamcapital.com

Please note that the applicable rules and regulations in Singapore do not allow the persons replying to the enquiries to give advice on the merits of the Rights Issue, the Rights Entitlements, the Rights Units or AIMSAMPIREIT or to provide investment, business, financial, legal or tax advice. If you are in any doubt as to what action you should take, please consult your legal, financial, tax or other professional adviser.

**IMPORTANT NOTICE TO (A) CPFIS INVESTORS, (B) SRS INVESTORS AND
(C) INVESTORS WHO HOLD UNITS THROUGH A FINANCE COMPANY
AND/OR DEPOSITORY AGENT**

Unitholders who have subscribed for or purchased Units under the CPFIS, the SRS or through a finance company and/or Depository Agent can only accept their Rights Entitlements and (if applicable) apply for Excess Rights Units by instructing the relevant banks, finance company and/or Depository Agent in which they hold their CPFIS accounts and/or SRS accounts to do so on their behalf.

ANY APPLICATION MADE DIRECTLY BY THE ABOVE-MENTIONED UNITHOLDERS THROUGH CDP OR THROUGH ATMS WILL BE REJECTED.

The above-mentioned Unitholders, where applicable, will receive notification letter(s) from their respective approved bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit acceptances of the Rights Entitlements and (if applicable) applications for Excess Rights Units to their respective approved bank, finance company and/or Depository Agent.

(i) Use of CPF Funds

Unitholders participating in the CPFIS - Ordinary Account must use, subject to applicable CPF rules and regulations, monies standing to the credit of their respective CPF Investment Accounts to pay for the acceptance of their Rights Entitlements and (if applicable) application for Excess Rights Units, if they have previously bought their Units using their CPF Investible Savings (“**CPF Funds**”).

Such Unitholders who wish to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units using CPF Funds must have sufficient funds in their CPF Investment Accounts and must instruct their respective approved banks, where such Unitholders hold their CPF Investment Accounts, to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units on their behalf in accordance with this Offer Information Statement.

Such Unitholders who have insufficient funds in their CPF Investment Accounts may deposit cash into their CPF Investment Accounts with their approved banks to enable them to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units. CPF Funds may not, however, be used for the purchase of the Rights Entitlements directly from the market.

(ii) Use of SRS Funds

Unitholders with SRS accounts must use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS accounts to pay for the acceptance of their Rights Entitlements and (if applicable) application for Excess Rights Units.

Such Unitholders who wish to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units using SRS monies, must instruct the relevant banks in which they hold their SRS accounts to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units on their behalf in accordance with this Offer Information Statement. Such Unitholders who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their approved banks to enable them to subscribe for their Rights Entitlements and (if applicable) apply for Excess Rights Units. SRS monies may not, however, be used for the purchase of the Rights Entitlements directly from the market.

(iii) Holdings through Finance Company and/or Depository Agent

Unitholders who hold Units through a finance company and/or Depository Agent must instruct the relevant finance company and/or Depository Agent to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units on their behalf in accordance with this Offer Information Statement.

ELIGIBILITY OF UNITHOLDERS TO PARTICIPATE IN THE RIGHTS ISSUE

Eligible Unitholders

Eligible Unitholders are Unitholders with Units standing to the credit of their securities account with CDP ("**Securities Account**") (but do not include securities sub-accounts) and whose registered addresses with CDP are in Singapore as at the Rights Issue Books Closure Date or who have, at least three Market Days¹ prior to the Rights Issue Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents and such Unitholders who the Manager, on behalf of AIMSAMPIREIT, and in consultation with the Joint Bookrunners and Underwriters determine, may be offered Rights Units without breaching applicable securities laws ("**Eligible Unitholders**").

Eligible Unitholders will receive their Rights Entitlements under the Rights Issue on the basis of their unitholdings in AIMSAMPIREIT as at the Rights Issue Books Closure Date and are entitled to participate in the Rights Issue and to receive this Offer Information Statement (including the ARE) at their respective Singapore addresses. Eligible Unitholders who do not receive this Offer Information Statement and the ARE may obtain them from CDP for the period up to the Closing Date (as defined herein).

Eligible Unitholders are at liberty to accept in part or in full, decline or otherwise renounce or trade (during the Rights Entitlements trading period prescribed by the SGX-ST) their Rights Entitlements and are eligible to apply for Excess Rights Units.

The Rights Units represented by the provisional allotments (A) of (i) Eligible Unitholders who decline, do not accept, and elect not to renounce or sell their Rights Entitlements under the Rights Issue (during the Rights Entitlements trading period prescribed by the SGX-ST) and/or (ii) Ineligible Unitholders (as defined herein) which have not been sold during the Rights Entitlements trading period or (B) that have not been validly taken up by the original allottees, renouncees of the Rights Entitlements or the purchasers of Rights Entitlements (collectively, "**Excess Rights Units**") will be issued to satisfy Excess Rights Units applications as the Manager may, in its absolute discretion, deem fit.

In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots (if any) and directors of the Manager ("**Directors**") and Substantial Unitholders (as defined herein) will rank last in priority.

All dealings in and transactions of the Rights Entitlements through the SGX-ST will be effected under the book-entry (scripless) settlement system.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the Rights Entitlements and for the applications for Excess Rights Units, including the different modes of acceptance and application and payment, are contained in **Appendices B** and **C** and in the ARE and the ARS.

Ineligible Unitholders

No Rights Entitlements will be provisionally allotted to Unitholders other than Eligible Unitholders ("**Ineligible Unitholders**") and no purported acceptance thereof or application for Excess Rights Units therefore by Ineligible Unitholders will be valid.

This Offer Information Statement and its accompanying documents (including the ARE) will not be despatched to Ineligible Unitholders. This Offer Information Statement and its accompanying documents (including the ARE) relating to the Rights Issue have not been and will not be lodged, registered or filed in any jurisdiction other than Singapore.

¹ "**Market Day**" refers to a day on which the SGX-ST is open for trading in securities.

The offer, sale and delivery of the Rights Entitlements and the Rights Units may be prohibited or restricted in certain jurisdictions under their relevant securities laws. Thus, for practical reasons and in order to avoid any violation of the securities legislation or other relevant laws applicable in countries (other than in Singapore) where Unitholders may have as their addresses registered with CDP, the Rights Issue will not be extended to Ineligible Unitholders.

The Rights Entitlements and the Rights Units have not been and will not be registered under the Securities Act or under the securities laws of any state or other jurisdiction of the United States. The Rights Entitlements and the Rights Units may not be offered, sold or delivered in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the U.S. The Rights Units and Rights Entitlements are being offered, sold or delivered in offshore transactions in reliance on Regulation S.

This Offer Information Statement and its accompanying documents will also not be despatched to persons purchasing the Rights Entitlements, whose registered addresses with CDP are outside Singapore (“**Foreign Purchasers**”). Foreign Purchasers who wish to accept the Rights Entitlements credited to their Securities Accounts should ensure that they comply with the applicable rules, regulations and make the necessary arrangements with CDP, their Depository Agents or stockbrokers in Singapore.

The Manager reserves the right, but shall not be obliged, to treat as invalid any application or purported application, or decline to register such application or purported application which (i) appears to the Manager or its agents to have been executed in any jurisdiction outside Singapore or which the Manager believes may violate any applicable legislation of such jurisdiction, or (ii) purports to exclude any deemed representation or warranty.

Notwithstanding the above, Unitholders and any other person having possession of this Offer Information Statement are advised to inform themselves of and to observe all legal requirements applicable thereto. No person in any territory outside Singapore receiving this Offer Information Statement may treat the same as an offer, invitation or solicitation to subscribe for any Rights Units unless such offer, invitation or solicitation could lawfully be made without violating any regulation or legal requirements in such territory.

If it is practicable to do so, the Manager may, in its absolute discretion, arrange for Rights Entitlements which would otherwise have been allotted to Ineligible Unitholders to be sold “nil-paid” on the SGX-ST as soon as practicable after dealings in the Rights Entitlements commence. Such sales may, however, only be effected if the Manager, in its absolute discretion, determines that a premium can be obtained from such sales, after taking into account expenses to be incurred in relation thereto.

Where such Rights Entitlements are sold “nil-paid” on the SGX-ST, they will be sold at such price or prices as the Manager, may, in its absolute discretion, decide and no Ineligible Unitholder shall have any claim whatsoever against the Manager, the Sole Financial Adviser, the Joint Bookrunners and Underwriters, the Trustee or CDP in respect of such sales or the proceeds thereof, the Rights Entitlements or the Rights Units represented by such provisional allotments.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Ineligible Unitholders in proportion to their respective unitholdings determined as at the Rights Issue Books Closure Date and sent to them by means of a crossed cheque drawn on a bank in Singapore via ordinary post to their mailing address as maintained with CDP, at their own risk, or such other manner as they may have agreed with CDP for the payment of any cash distributions, provided that where the amount to be distributed to any Ineligible Unitholder is less than S\$10, the Manager shall be entitled to retain or deal with such net proceeds as the Manager may, in its absolute discretion, deem fit for the sole benefit of AIMSAMPIREIT and no Ineligible Unitholder shall have any

claim whatsoever against the Manager, the Sole Financial Adviser, the Joint Bookrunners and Underwriters, the Trustee or CDP in connection herewith.

If such Rights Entitlements cannot be or are not sold on the SGX-ST as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the Rights Entitlements, the Rights Units represented by such Rights Entitlements will be issued to satisfy applications for Excess Rights Units or dealt with in such manner as the Manager may, in its absolute discretion, deem fit in the interest of AIMSAMPIREIT.

Unitholders should note that the special arrangement described above will apply only to Ineligible Unitholders.

Selling Restrictions

Investors are advised to consult their legal counsel prior to making any offer, sale, resale, pledge or other transfer of the Rights Units and Rights Entitlements. No action has been or will be taken to permit the Rights Issue in any jurisdiction or the possession, circulation, or distribution of this Offer Information Statement, its accompanying documents or any other materials relating to AIMSAMPIREIT, the Rights Units and the Rights Entitlements in any jurisdiction where action would be required for that purposes, except that this Offer Information Statement has been lodged with the Authority. Accordingly, the Rights Units and Rights Entitlements may not be offered, sold or delivered, directly or indirectly, and none of this Offer Information Statement, its accompanying documents, or any offering materials or advertisements in connection with the Rights Units and Rights Entitlements may be distributed, in any jurisdiction, except in accordance with legal requirements applicable in such jurisdiction.

This Offer Information Statement and its accompanying documents are being supplied to you solely for your information and may not be reproduced, redistributed or passed on, directly or indirectly, to any other person or published, in whole or in part, for any purpose.

United States

Each purchaser of the Rights Entitlements and/or the Rights Units offered, sold or delivered in reliance on Regulation S will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

- (a) the purchaser is acquiring the Rights Entitlements and/or the Rights Units in an offshore transaction meeting the requirements of Regulation S;
- (b) the purchaser is aware that the Rights Entitlements and the Rights Units have not been and will not be registered under the Securities Act and are being offered, sold or delivered in reliance on Regulation S; and
- (c) the purchaser acknowledges that the Manager, the Joint Bookrunners and Underwriters, their affiliates and others will rely upon the truth and accuracy of the foregoing representations and agreements.

The distribution of this Offer Information Statement and/or its accompanying documents may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of these jurisdictions. Unitholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised to keep themselves informed of and to observe such prohibitions and restrictions. No person in any territory outside Singapore receiving this Offer Information Statement and/or its accompanying documents may treat the same as an offer,

invitation or solicitation to subscribe for any Rights Units or purchase any Rights Entitlements unless such offer, invitation or solicitation could lawfully be made without violating any regulation or legal requirements in such territory.

AIMSAMPIREIT, the Manager and the Joint Bookrunners and Underwriters have not taken any action, nor will AIMSAMPIREIT, the Manager and the Joint Bookrunners and Underwriters take any action, in any jurisdiction other than Singapore that would permit a public offering of the Rights Units or the Rights Entitlements, or the possession, circulation or distribution of this Offer Information Statement or any other material relating to AIMSAMPIREIT, the Manager, the Rights Units or the Rights Entitlements in any jurisdiction other than Singapore where action for that purpose is required.

Accordingly, each purchaser of Rights Units and/or Rights Entitlements may not offer or sell, directly or indirectly, any Rights Units or Rights Entitlements and may not distribute or publish this Offer Information Statement or any other offering material or advertisements in connection with the Rights Units or Rights Entitlements in or from any country or jurisdiction except in compliance with any applicable rules and regulations of such country or jurisdiction.

Each purchaser of Rights Units and/or Rights Entitlements is deemed to have represented and agreed that it will comply with the selling restrictions set out below for each of the following jurisdictions:

Hong Kong

IMPORTANT NOTICE: The contents of this Offer Information Statement have not been reviewed by any regulatory authority in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this Offer Information Statement, you should obtain independent professional advice.

This Offer Information Statement has not been approved by the Securities and Futures Commission in Hong Kong. Each purchaser of Rights Entitlements or Rights Units agrees that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Rights Entitlements or Rights Units other than to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that ordinance; and
- (b) 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 Rights Entitlements or the Rights Units, 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 Rights Entitlements or Rights Units which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that ordinance.

European Economic Area

In relation to each member state of the European Economic Area ("**EEA**") which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), offers of the Rights Entitlements and the Rights Units which are the subject of the offering contemplated by this Offer Information Statement may not be made to the public in that Relevant Member State other than:

- (a) to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

- (b) to any legal entity which has two or more of: (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000; and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; and
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of the Rights Entitlements or the Rights Units shall require the publication of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression “**an offer of the Rights Entitlements or the Rights Units to the public**” in relation to any Rights Entitlements or Rights Units in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Rights Entitlements or the Rights Units to be offered so as to enable an investor to decide to purchase or subscribe the Rights Entitlements or the Rights Units, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, and the expression “**Prospectus Directive**” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

In addition to restrictions applicable to the EEA, no Rights Entitlements or Rights Units may be offered or sold to the public in the United Kingdom nor may any request be made for the admission of the Rights Entitlements or the Rights Units to trading on a regulated market situated or operating in the United Kingdom prior to a “**Prospectus**” (as defined in the Prospectus Directive) having been approved by the UK Listing Authority and made available in accordance with Financial Services and Markets Act 2000 (the “**FSMA**”) and the Financial Services Authority rules introduced to implement the Prospectus Directive in the United Kingdom.

All applicable provisions of the FSMA must be complied with respect to anything done in relation to the Rights Entitlements or the Rights Units and a Prospectus in, from or otherwise involving the United Kingdom.

Invitations or inducements to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of the Rights Units and/or the Rights Entitlements may only be communicated or caused to be communicated in circumstances in which section 21(1) of the FSMA does not apply.

Grand Duchy of Luxembourg

In addition to restrictions applicable to the EEA subject to which offers of Rights Entitlements and/or Rights Units to the public are permitted in an EEA Member State (including the Grand Duchy of Luxembourg), Rights Entitlements and/or Rights Units may be offered or sold in the Grand Duchy of Luxembourg:

- (a) at any time, to national and regional governments, central banks, international and supranational institutions (such as the International Monetary Fund, the European Central Bank, the European Investment Bank) and other similar international organisations;
- (b) at any time, to legal entities which are authorised or regulated to operate in the financial markets (including, credit institutions, investment firms, other authorised or regulated financial institutions, insurance companies, undertakings for collective investment and their management companies, pension and investment funds and their management companies, commodity dealers as well as entities not so authorised or regulated whose corporate purpose is solely to invest in securities); and

- (c) at any time, to certain natural persons or small and medium-sized enterprises (as defined in the Luxembourg act dated 10 July 2005 on prospectuses for securities implementing the Prospectus Directive into Luxembourg law) recorded in the register of natural persons or small and medium-sized enterprises considered as qualified investors as held by the *Commission de surveillance du secteur financier* as competent authority in Luxembourg in accordance with the Prospectus Directive.

Australia

Each purchaser of Rights Entitlements or Rights Units represents and agrees that no prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (“**Corporations Act**”)) in relation to the Rights Entitlements or the Rights Units has been or will be lodged with the Australian Securities and Investments Commission (“**ASIC**”) and represents and agrees that:

- (a) it has not, directly or indirectly, offered, and will not offer for issue or sale and have not invited, and will not invite applications, for issue, or offers to purchase, the Rights Entitlements or the Rights Units in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) it has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive information memorandum, advertisement or other offering material relating to the Rights Entitlements or the Rights Units in Australia,

unless (i) the minimum aggregate consideration payable by each offeree or invitee is at least 500,000 Australian dollars (or its equivalent in other currencies, in each case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 of the Corporations Act, (ii) such action complies with all applicable laws, regulations and directives, and (iii) such action does not require any document to be lodged with ASIC.

CORPORATE INFORMATION

Directors of the Manager	<p>Mr George Wang (Non-Independent, Non-Executive Chairman)</p> <p>Mr Tan Kai Seng (Independent, Non-Executive Director and Chairman of the Audit, Risk and Compliance Committee)</p> <p>Mr Norman Ip Ka Cheung (Independent, Non-Executive Director and Member of the Audit, Risk and Compliance Committee)</p> <p>Mr Eugene Paul Lai Chin Look (Independent, Non-Executive Director)</p> <p>Mr Simon Laurence Vinson (Non-Independent, Non-Executive Director and Member of the Audit, Risk and Compliance Committee)</p> <p>Mr Peter Graham Sugden (Non-Independent, Non-Executive Director)</p> <p>Ms Giam Lay Hoon (Non-Independent, Non-Executive Director)</p> <p>Mr Nicholas Paul McGrath (Executive Director and Chief Executive Officer)</p>
Registered office of the Manager	<p>1 Raffles Place</p> <p>#21-01 One Raffles Place</p> <p>Singapore 048616</p>
Trustee of AIMSAMPIREIT	<p>HSBC Institutional Trust Services (Singapore) Limited</p> <p>21 Collyer Quay</p> <p>#14-01 HSBC Building</p> <p>Singapore 049320</p>
Legal Adviser for the Rights Issue and to the Manager	<p>Allen & Gledhill LLP</p> <p>One Marina Boulevard #28-00</p> <p>Singapore 018989</p>
Sole Financial Adviser for the Rights Issue	<p>Standard Chartered Securities (Singapore) Pte. Limited</p> <p>6 Battery Road #03-00</p> <p>Singapore 049909</p>
Joint Bookrunners and Underwriters for the Rights Issue	<p>Standard Chartered Securities (Singapore) Pte. Limited</p> <p>6 Battery Road #03-00</p> <p>Singapore 049909</p> <p>Macquarie Capital Securities (Singapore) Pte. Limited</p> <p>23 Church Street</p> <p>#11-11 Capital Square</p> <p>Singapore 049481</p>
Legal Adviser to the Joint Bookrunners and Underwriters	<p>WongPartnership LLP</p> <p>One George Street #20-01</p> <p>Singapore 049145</p>
Legal Adviser to the Trustee	<p>Shook Lin & Bok LLP</p> <p>1 Robinson Road</p> <p>#18-00 AIA Tower</p> <p>Singapore 048542</p>

Unit Registrar and Unit Transfer Office	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623
Auditors to AIMSAMPIREIT	KPMG LLP Certified Public Accountants 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581
Independent Valuers	CB Richard Ellis (Pte) Ltd. (commissioned by the Trustee) 6 Battery Road #32-01 Singapore 049909 Colliers International Consultancy & Valuation (Singapore) Pte Ltd (commissioned by the Manager) 1 Raffles Place #45-00 One Raffles Place Singapore 048616

This page has been intentionally left blank.

SUMMARY

The following summary is qualified in its entirety by, and is subject to, the more detailed information contained or referred to elsewhere in this Offer Information Statement.

Overview of AIMSAMPIREIT

AIMS AMP Capital Industrial REIT (formerly known as MacarthurCook Industrial REIT) is a real estate investment trust ("**REIT**") which was listed on the Main Board of the SGX-ST on 19 April 2007 (the "**Listing Date**"). AIMSAMPIREIT was established with the principal investment objective of owning and investing in a diversified portfolio of income-producing industrial real estate assets in Singapore and Asia. AIMSAMPIREIT's existing portfolio consists of 26 industrial properties, 25 of which are located throughout Singapore and one which is located in Tokyo, Japan (the "**Existing Portfolio**"). AIMSAMPIREIT's Existing Portfolio has a total appraised value of S\$636.1 million based on valuations obtained for the Singapore-located properties as at 21 December 2009 and for the Japan-located property as at 28 January 2010 (the "**Total Appraised Value of the Existing Portfolio**").

(See the section entitled "Information Relating to AIMSAMPIREIT" for details on the general development of AIMSAMPIREIT)

Overview of the Transactions

The Acquisition

The Manager has obtained the approval of Unitholders at the extraordinary general meeting held on 13 September 2010 (the "**EGM**") in respect of the proposed acquisition of the property (the "**Acquisition**"), which is known as C&P Logistics Hub 2 and is located at 27 Penjuru Lane, Singapore 609195 comprising Lot 8136W of Mukim 5 (the "**Property**"), for a purchase consideration of S\$161.0 million (the "**Purchase Consideration**") from DB International Trust (Singapore) Limited, as trustee of AMP Capital Business Space REIT (the "**AMP Capital Business Space REIT Trustee**") and the provision of the AMP Debt Advisory Services¹ by way of an Ordinary Resolution².

The Trustee has commissioned an independent property valuer, CB Richard Ellis (Pte) Ltd ("**CBRE**") and the Manager has commissioned an independent property valuer, Colliers International Consultancy & Valuation (Singapore) Pte Ltd ("**Colliers**", together with CBRE, the "**Independent Valuers**"), to value the Property. Colliers in its report dated 16 August 2010, opined that the open market value of the Property is S\$162.5 million and CBRE, in its report dated 16 August 2010, opined that the open market value of the Property is S\$165.0 million.

The Purchase Consideration was arrived at on a willing-buyer willing-seller basis after taking into account the independent valuations of the Property, and represents a discount of 1.7% to S\$163.8 million, which is the average of the two independent valuations of the Property by the Independent Valuers.

1 "**AMP Debt Advisory Services**" means the services provided by AMP Capital Investors (Singapore) Pte. Ltd. (the "**AMP Debt Advisor**") to AIMSAMPIREIT pursuant to the conditional services agreement entered into by the Trustee and the Manager with the AMP Debt Advisor on 20 August 2010, appointing the AMP Debt Advisor as debt advisor to AIMSAMPIREIT in connection with the New Loan (as defined herein) (the "**AMP Debt Advisory Agreement**"), further details of which are set out in the Unitholders' circular dated 24 August 2010 (the "**Unitholders' Circular**").

2 A resolution proposed and passed as such by a majority being more than 50.0% of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the trust deed dated 5 December 2006 constituting AIMSAMPIREIT (as amended) (the "**Trust Deed**").

The total cost of the Acquisition (the “**Total Acquisition Cost**”) is approximately S\$163.1 million, comprising:

- (i) the Purchase Consideration of S\$161.0 million;
- (ii) the acquisition fee payable to the Manager for the Acquisition (the “**Acquisition Fee**”) which amounts to S\$1.6 million¹; and
- (iii) the estimated professional and other fees and expenses incurred or to be incurred in connection with the Acquisition which amount to approximately S\$0.5 million.

The Manager intends to pay S\$161.5 million (Total Acquisition Cost less the Acquisition Fee which is payable in Units) of the cost of the Acquisition in cash from a combination of debt financing and net proceeds from the Rights Issue.

(See the section entitled “Information Relating to the Acquisition” for further details relating to the Acquisition)

The Rights Issue

The Rights Issue comprises an offer of 513,309,781 Rights Units on a renounceable and fully underwritten basis to Eligible Unitholders on a basis of the Rights Ratio at the Rights Issue Price. The Manager expects to raise gross proceeds of S\$79.6 million.

The Rights Issue Price represents a discount of 32.6% to the Closing Price (as defined herein) and 26.5% to the TERP (as defined herein). The Rights Issue also offers Eligible Unitholders who do not wish to subscribe for the Rights Units the opportunity to sell their Rights Entitlements during the Rights Entitlements trading period to renounce the value of their Rights Entitlements.

(See **Appendix B** for further details relating to the procedures for acceptance, payment, renunciation and application for Rights Units and/or Excess Rights Units by Eligible Unitholders)

The Manager intends to utilise the proceeds from the Rights Issue as follows:

Use of Proceeds	Gross Proceeds		Net Proceeds	
	Total	Per S\$1.00	Total	% of Net Proceeds
	(S\$ million)	(cents)	(S\$ million)	(%)
Satisfy the cash portion of the Total Acquisition Cost	64.5	81.0	64.5	86.2
Working capital, debt related costs and general corporate purposes	10.3	13.0	10.3	13.8
Costs and expenses relating to the Rights Issue.	4.8	6.0	N.A.	N.A.
Total	79.6	100.0	74.8	100.0

¹ As the Acquisition constitutes an “interested party transaction” under the Property Funds Appendix in Appendix 2 of the Code on Collective Investment Schemes (the “**Property Funds Appendix**”) issued by the Authority, the Acquisition Fee payable to the Manager will be in the form of Units, which shall not be sold within one year from the date of issuance, in accordance with Paragraph 5.6 of the Property Funds Appendix.

Notwithstanding the above, the Manager reserves the right to deploy the proceeds of the Rights Issue at its absolute discretion based on the potential uses as mentioned above.

(See the section entitled “Use of Proceeds” for further details)

The New Loan

The Trustee had on 20 August 2010 accepted a letter of commitment for a new debt facility of S\$280.0 million (the “**New Loan**”) from SCB, United Overseas Bank Limited (“**UOB**”) and the Commonwealth Bank of Australia (“**CBA**”, and collectively with SCB and UOB, the “**Lenders**”), and upon the recommendation of the Manager, the Trustee may in its discretion include other new lender(s). The Manager intends to draw down S\$272.0 million of the New Loan of which S\$97.0 million will be used to part finance the cash portion of the Total Acquisition Cost and S\$175.0 million will be used to refinance the Existing Loan (as defined herein).

(See the section entitled “Information Relating to AIMSAMPIREIT – Indebtedness” for further details on the New Loan)

Rationale for the Transactions

The Manager believes that the Acquisition, the Rights Issue and the entering into of the New Loan (collectively, the “**Transactions**”) bring the following key benefits to Unitholders:

- Accretive distribution yield;
- Purchase of an attractive and high quality property at a price below valuation;
- Attainment by AIMSAMPIREIT of substantially improved debt financing terms, broaden AIMSAMPIREIT’s banking relationships with Singapore banks, and improve the debt maturity profile;
- Increased size of portfolio which enhances flexibility for future acquisitions;
- Increased market capitalisation and potential liquidity through the Rights Issue; and
- Opportunity for Unitholders to subscribe for Rights Units at an attractive price.

TIMETABLE OF KEY EVENTS

The indicative timetable for the Rights Issue is set out below.

Event	Date and Time
Rights Issue Books Closure Date	: 20 September 2010 at 5.00 p.m.
Despatch of this Offer Information Statement (together with the application forms) to Eligible Unitholders	: By 23 September 2010
Commencement of trading of Rights Entitlements	: 23 September 2010 from 9.00 a.m.
Close of trading of Rights Entitlements	: 1 October 2010 at 5.00 p.m.
Closing Date:	
Last date and time for acceptance of the Rights Entitlements and payment for Rights Units ⁽¹⁾	: 7 October 2010 at 5.00 p.m. ⁽²⁾ (9.30 p.m. for Electronic Applications through ATMs of Participating Banks)
Last date and time for application and payment for Excess Rights Units ⁽¹⁾	: 7 October 2010 at 5.00 p.m. ⁽²⁾ (9.30 p.m. for Electronic Applications through ATMs of Participating Banks)
Last date and time for acceptance of and payment by the renouncee ⁽¹⁾	: 7 October 2010 at 5.00 p.m. ⁽³⁾ (9.30 p.m. for Electronic Applications through ATMs of Participating Banks)
Completion of the issue of the Rights Units	: 14 October 2010
Commencement of trading of Rights Units on the SGX-ST and completion of the Acquisition (“Completion”) ⁽⁴⁾	: 15 October 2010 from 9.00 a.m.

Notes:

- (1) This does not apply to CPFIS investors, SRS investors and investors who hold Units through a finance company and/or Depository Agent. CPFIS investors, SRS investors and investors who hold Units through a finance company and/or Depository Agent should see the section entitled “Important Notice to (A) CPFIS Investors, (B) SRS Investors and (C) Investors who hold Units through a Finance Company and/or Depository Agent”. Any application made by these investors directly through CDP or through ATMs will be rejected. Such investors, where applicable, will receive notification letter(s) from their respective approved bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective approved bank, finance company and/or Depository Agent.
- (2) If acceptances of the Rights Entitlements and (if applicable) applications for Excess Rights Units, as the case may be, are made through CDP in accordance with the ARE and the ARS.
- (3) Eligible Unitholders who wish to renounce their Rights Entitlements in favour of a third party should note that CDP requires at least three Market Days to effect such renunciation. As such, Eligible Unitholders who wish to renounce are advised to do so early to allow sufficient time for the renouncee to accept his Rights Entitlements and make payment for Rights Units.
- (4) Subject to formal approvals by JTC Corporation (“JTC”) being received, including a waiver of a requirement by JTC that the AMP Capital Business Space REIT Trustee not dispose of the Property within three years from 12 December 2007. Should the waiver not be granted by JTC, Completion will be on 13 December 2010. (See section entitled “Information Relating to the Acquisition – Details of the Acquisition – Completion” for details).

The Manager may, in consultation with the Joint Bookrunners and Underwriters and with the approval of the SGX-ST, modify the above timetable subject to any limitation under any applicable laws. In such an event, the Manager will announce the same via the SGXNET. However, as at the date of this Offer Information Statement, the Manager does not expect the above timetable to be modified.

Results of the Allotment

The Manager will announce the results of the Rights Issue through an SGXNET announcement to be posted on the SGX-ST website at www.sgx.com.

Crediting of Rights Units

The Rights Units will be allotted to Eligible Unitholders on or about 14 October 2010.

In the case of Eligible Unitholders with valid acceptances and (where applicable) successful applications for Excess Rights Units, a confirmation note representing such number of Rights Units will be sent to CDP within 10 Market Days after the Closing Date. Such confirmation note shall be deemed to be documentary evidence of title to the Rights Units issued, and CDP will thereafter credit such number of Rights Units to the relevant Securities Accounts. CDP will then send a notification letter to the relevant subscribers stating the number of Rights Units credited to their Securities Accounts.

(See **Appendix B** for further details relating to the procedures for acceptance, payment, renunciation and application for Rights Units and/or Excess Rights Units by Eligible Unitholders)

THE RIGHTS ISSUE

The following principal terms and conditions of the Rights Issue are derived from, and should be read in conjunction with, the full text of this Offer Information Statement, and are qualified in their entirety by reference to information appearing elsewhere in this Offer Information Statement.

Issue Size	:	513,309,781 Rights Units to raise gross proceeds of S\$79.6 million.
Basis of Provisional Allotments	:	Each Eligible Unitholder is entitled to subscribe for seven (7) Rights Units for every twenty (20) existing Units standing to the credit of his Securities Account with CDP as at the Rights Issue Books Closure Date, fractional entitlements to be disregarded.
Rights Issue Price	:	S\$0.155 for each Rights Unit. The Rights Units are payable in full upon acceptance and/or application.
Administrative Fee	:	An administrative fee of S\$1.00 to S\$2.00 will be payable by applicants for each Electronic Application made through the ATMs of the Participating Banks.
Status of Rights Units	:	The Rights Units will, upon allotment and issue, rank <i>pari passu</i> in all respects with the existing Units in issue as at the date of issue of the Rights Units, including the right to any distributions which may accrue for the period from 1 July 2010 to 30 September 2010 as well as all distributions thereafter.

For the avoidance of doubt, the Rights Units will be entitled to AIMSAMPIREIT's distribution for the period from 1 July 2010 to 30 September 2010 notwithstanding that the Rights Units will be issued on or around 14 October 2010, which falls outside the distribution period of 1 July 2010 to 30 September 2010.

Eligible Unitholders who validly accept, in full, their Rights Entitlements, will receive such amount of the accrued distributions for the period from 1 July 2010 to 30 September 2010 which they would have been entitled to had the Rights Issue not occurred.

Eligible Unitholders who decide not to accept in full their Rights Entitlements can, where applicable, make arrangements to trade them on the SGX-ST under the book-entry (scripless) settlement system, or renounce their Rights Entitlements in favour of a third party.

For Ineligible Unitholders, the Manager may, at its absolute discretion and if it is practicable to do so, arrange for the Rights Entitlements which would otherwise have been provisionally allotted to Ineligible Unitholders to be sold "nil-paid" on the SGX-ST as soon as practicable after dealings in the Rights Entitlements commence. Such sales may, however, only be effected if the Manager, in its absolute discretion, determines that the proceeds from such sales can at least cover the expenses to be incurred in relation thereto.

Other than the Rights Entitlements, none of the Unitholders has pre-emptive rights to subscribe for or purchase the Rights Units.

Eligible Unitholders	: Eligible Unitholders are Unitholders with Units standing to the credit of their Securities Account and whose registered addresses with CDP are in Singapore as at the Rights Issue Books Closure Date or who have, at least three Market Days prior to the Rights Issue Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents and such Unitholders who the Manager, on behalf of AIMSAMPIREIT, and in consultation with the Joint Bookrunners and Underwriters determine, may be offered Rights Units without breaching applicable securities laws.
	See the section entitled “Eligibility of Unitholders to Participate in the Rights Issue” for details.
Entitlement of Eligible Unitholders	: Eligible Unitholders will receive their Rights Entitlements and are at liberty to accept in part or in full or decline their Rights Entitlements and are eligible to apply for Excess Rights Units. Eligible Unitholders are also able to trade their Rights Entitlements on the SGX-ST during the Rights Entitlements trading period. In addition, Eligible Unitholders may renounce their Rights Entitlements in favour of a third party.
	Eligible Unitholders who wish to renounce their Rights Entitlements in favour of a third party should note that CDP requires at least three Market Days to effect such renunciation. As such, Eligible Unitholders who wish to renounce are advised to do so early to allow sufficient time for the renounee to accept his Rights Entitlements and make payment for the Rights Units.
	Each Eligible Unitholder may, among other things, choose to:
	(i) accept all or a portion of his Rights Entitlements;
	(ii) renounce all or a portion of Rights Entitlements in favour of a third party; and/or
	(iii) trade all or a portion of his Rights Entitlements.
	In addition, each Eligible Unitholder may also apply for Excess Rights Units.
	The procedures for acceptance, payment, renunciation and application for Rights Units and/or Excess Rights Units by Eligible Unitholders are set out in Appendix B .
	No provision allotments of Rights Units will be made to Ineligible Unitholders and no purported acceptance thereof or application for Excess Rights Units thereof by Ineligible Unitholders will be valid.
	Ineligible Unitholders should refer to the section entitled “Eligibility of Unitholders to Participate in the Rights Issue – Ineligible Unitholders”.

Trading of Rights Entitlements	:	<p>Eligible Unitholders who wish to trade all or part of their Rights Entitlements on the SGX-ST can do so for the period commencing on 23 September 2010 from 9.00 a.m., being the date and time of commencement of the Rights Entitlements trading, and ending on 1 October 2010 at 5.00 p.m., being the last date and time of the Rights Entitlements trading.</p> <p>Eligible Unitholders should note that the Rights Entitlements will be tradable in board lot sizes of 1,000 Rights Entitlements and 50 Rights Entitlements.</p>
Trading of Rights Units	:	<p>Upon the listing of and quotation for the Rights Units on the Main Board of the SGX-ST, the Rights Units will be traded on the Main Board of the SGX-ST under the book-entry (scripless) settlement system. For the purposes of trading on the Main Board of the SGX-ST, each board lot of Units will comprise 1,000 Units.</p> <p>All dealings in and transactions (including transfers) of the Rights Units effected through the SGX-ST and/or CDP shall be made in accordance with the “Terms and Conditions for Operation of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP.</p>
Odd Lot Trading	:	<p>There will be no temporary counter for Unitholders and investors to trade Units and Rights Entitlements in board lots other than board lots of 1,000 Units, and, in the case of Rights Entitlements, board lots of 1,000 Rights Entitlements or 50 Rights Entitlements.</p> <p>Notwithstanding the above, Unitholders who hold odd lots (that is, lots other than board lots of 1,000 Units or Rights Entitlements or (as the case may be) lots other than board lots of 50 Rights Entitlements) and who wish to trade in odd lots are able to trade odd lots on the SGX-ST’s Unit Share Market¹. The Unit Share Market is a ready market for trading of odd lots with a minimum size of one Unit.</p>
Underwriting of the Rights Issue	:	<p>The Rights Issue is fully underwritten by the Joint Bookrunners and Underwriters on the terms and subject to the conditions of the Underwriting Agreement (as defined herein).</p> <p>Further, under the terms of the Sub-Underwriting Agreements (as defined herein), Great World Capital Holdings Limited (“GWCH”), AMP Capital Investors (Luxembourg No. 4) S.A.R.L. (“AMPCIL”), Dragon Pacific Assets Limited (“Dragon Pacific”), APG Algemene Pensioen Groep N.V. (“APG”), Universities Superannuation Scheme Limited (“USSL”), Indus Asia Pacific Master Fund, Ltd (“Indus”), Hunter Hall Investment Management Ltd (“HHIML”) and Cohen and Steers Asia Limited (“C&SAL”) will collectively sub-underwrite 100.0% of the Rights Issue.</p>

¹ “**Unit Share Market**” refers to the ready market of the SGX-ST for trading of odd lots of Units with a minimum size of one Unit.

(See the sections entitled “The Rights Issue – Underwriting of the Rights Issue” and “The Rights Issue – Commitments of the AIMS Financial Group, AMPCIL and Sub-Underwriting Unitholders” for details)

Listing of the Rights Units : Approval in-principle has been obtained from the SGX-ST on 19 August 2010 for the listing of and quotation for, *inter alia*, the Rights Units on the Main Board of the SGX-ST.

The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of AIMSAMPIREIT, the Units, the Rights Issue or the Rights Units.

Unitholders who are CPFIS investors, SRS investors or who hold Units through a finance company and/or Depository Agent : CPFIS investors, SRS investors and investors who hold Units through a finance company and/or Depository Agent should see the section entitled “Important Notice to (A) CPFIS investors, (B) SRS Investors and (C) Investors who Hold Units Through a Finance Company and/or Depository Agent” for important details.

Governing Law : Laws of the Republic of Singapore.

AS THE RIGHTS ISSUE IS MADE ON A RENOUNCEABLE BASIS, THE RIGHTS ENTITLEMENTS CAN BE RENOUNCED IN FAVOUR OF A THIRD PARTY OR, TRADED ON THE SGX-ST DURING THE RIGHTS ENTITLEMENTS TRADING PERIOD.

Rights Issue Price Discount

The Rights Issue Price of S\$0.155 per Rights Unit represents a discount of:

- 32.6% to the last traded price of S\$0.230 per Unit on the SGX-ST on 19 August 2010 (the “**Closing Price**”) being the latest practicable date prior to the issue of the Unitholders’ Circular; and
- 26.5% to the theoretical ex-rights price per Unit (“**TERP**”) of S\$0.211 which is calculated as follows:

$$\text{TERP} = \frac{\text{Market capitalisation of AIMSAMPIREIT based on the Closing Price} + \text{Gross proceeds from the Rights Issue}}{\text{Units outstanding after the Rights Issue}^1}$$

Underwriting of the Rights Issue

The Rights Issue will be fully underwritten by the Joint Bookrunners and Underwriters on the terms and subject to the conditions of a management and underwriting agreement entered into between the Manager and the Joint Bookrunners and Underwriters on 20 August 2010 (the “**Underwriting Agreement**”). Pursuant to the Underwriting Agreement, the Joint Bookrunners and Underwriters have agreed, subject to the terms and conditions of that agreement to subscribe for, and/or procure the subscription for, at the Rights Issue Price, the Rights Units for which valid applications have not been submitted.

¹ For the avoidance of doubt, Units outstanding immediately after the Rights Issue comprise only the existing Units and the Rights Units.

The table below sets out the total number of Rights Units that each Joint Bookrunner and Underwriter has agreed to underwrite.

Joint Bookrunner and Underwriter	Number of Rights Units
Standard Chartered Securities (Singapore) Pte. Limited	256,654,891
Macquarie Capital Securities (Singapore) Pte. Limited	256,654,890
Total	513,309,781

The Joint Bookrunners and Underwriters will be entitled to a commission of 3.75% of the Rights Issue Price multiplied by the total number of Rights Units (which is equivalent to S\$3.0 million), together with any goods and services tax payable thereon (the “**Underwriting Commission**”). Standard Chartered, as the sole financial adviser for the Rights Issue, will be entitled to a separate advisory fee of S\$0.3 million, together with any goods and services tax payable thereon.

The Underwriting Agreement may be terminated upon the occurrence of certain events, including those of a *force majeure* nature. However, any *force majeure* clause in the Underwriting Agreement cannot be invoked after the commencement of ex-rights trading, in compliance with Rule 818 of the Listing Manual of the SGX-ST (the “**Listing Manual**”).

Commitments of the AIMS Financial Group, AMPCIL and Sub-Underwriting Unitholders

In order to demonstrate support for AIMSAMPIREIT and the Rights Issue:

- Mr George Wang, who ultimately controls the AIMS Financial Group¹ has on 20 August 2010, provided an undertaking to the Manager and the Joint Bookrunners and Underwriters (the “**AIMS Pro Rata Undertaking**”) to, directly and/or through one or more of his nominee(s), subscribe for the 39,286,080 Rights Units represented by the AIMS Financial Group’s Rights Entitlements (the “**AIMS Proportionate Rights Units**”);
- GWCH has entered into a sub-underwriting agreement (the “**AIMS Sub-Underwriting Agreement**”) with the Joint Bookrunners and Underwriters, pursuant to which GWCH has agreed to sub-underwrite the AIMS Proportionate Rights Units;
- AMPCIL has on 20 August 2010:
 - (i) provided an undertaking to the Manager and the Joint Bookrunners and Underwriters (the “**AMPCIL Pro Rata Undertaking**”) pursuant to which AMPCIL will subscribe for the 82,500,000 Rights Units represented by its Rights Entitlements (the “**AMPCIL Proportionate Rights Units**”); and
 - (ii) entered into a sub-underwriting agreement (the “**AMPCIL Sub-Underwriting Agreement**”) with the Joint Bookrunners and Underwriters, pursuant to which AMPCIL has agreed to sub-underwrite the AMPCIL Proportionate Rights Units; and

¹ “**AIMS Financial Group**” refers to the entities and companies controlled directly or indirectly by Mr George Wang, which include GWCH, MacarthurCook Limited (“**MCK**”), MacarthurCook Fund Management Limited (“**MCKFM**”) and AIMS Securities Holdings Pty Ltd (“**AIMS SHPL**”). As at 20 August 2010, being the date on which Mr George Wang provided the AIMS Pro Rata Undertaking, Mr George Wang’s interest in AIMSAMPIREIT was held through GWCH, MCK and MCKFM. On 15 September 2010, MCK and MCKFM transferred all their Units to AIMS SHPL.

- Each of Dragon Pacific, APG, USSL, Indus, HHIML and C&SAL (collectively, the “**Sub-Underwriting Unitholders**”) has on 20 August 2010, separately:
 - (a) provided an undertaking to the Manager and the Joint Bookrunners and Underwriters (collectively, the “**Sub-Underwriting Unitholders’ Pro Rata Undertakings**”), pursuant to which the Sub-Underwriting Unitholders will respectively subscribe for the Rights Units represented by their Rights Entitlements (collectively, the “**Sub-Underwriting Unitholders’ Proportionate Rights Units**”); and
 - (b) entered into a sub-underwriting agreement (collectively, the “**Sub-Underwriting Unitholders’ Sub-Underwriting Agreements**”) with the Joint Bookrunners and Underwriters, pursuant to which the Sub-Underwriting Unitholders have agreed to sub-underwrite 391,523,701 Rights Units collectively, which include the Sub-Underwriting Unitholders’ Proportionate Rights Units and the additional Rights Units which the Sub-Underwriting Unitholders are sub-underwriting pursuant to the Sub-Underwriting Unitholders’ Sub-Underwriting Agreements.

The details of the above arrangement are set out in the table below:

Name of Unitholder	Current direct/ indirect Unitholdings⁽¹⁾	Sub- Underwriting Unitholders’ Proportionate Rights Units	Additional Rights Units Sub- Underwritten	Total Rights Units Sub- Underwritten⁽²⁾	Sub- Underwriting Unitholders’ Commitment Fee (S\$ million)
Dragon Pacific Assets Limited.	168,000,000	58,800,000	74,404,962	133,204,962	0.3
APG Algemene Pensioen Groep N.V.	138,642,858	48,525,000	61,403,075	109,928,075	0.3
Universities Superannuation Scheme Limited	120,861,498	42,301,524	–	42,301,524	0.1
Indus Asia Pacific Master Fund, Ltd, Hunter Hall Investment Management Ltd and Cohen and Steers Asia Limited ⁽³⁾	157,427,157	55,099,503	50,989,637 ⁽⁴⁾	106,089,140	0.3
Total	584,931,513	204,726,027	186,797,674	391,523,701	1.0

Notes:

- (1) As at 20 August 2010.
- (2) For the avoidance of doubt, this includes the Sub-Underwriting Unitholders’ Proportionate Rights Units.
- (3) Each is a non-Substantial Unitholder¹.
- (4) This excludes C&SAL as it will not be sub-underwriting any additional Rights Units.

The AIMS Sub-Underwriting Agreement, the AMPCIL Sub-Underwriting Agreement and the Sub-Underwriting Unitholders’ Sub-Underwriting Agreements are collectively referred to as the “**Sub-Underwriting Agreements**”. Pursuant to the Sub-Underwriting Agreements, the Joint Bookrunners and Underwriters have agreed to pay, from the Underwriting Commission, a sub-underwriting fee comprising the following:

1 “**Substantial Unitholders**” refers to a person with an interest in one or more Units constituting not less than 5.0% of all Units in issue.

- to GWCH, a fee of 2.0% of the Rights Issue Price multiplied by the AIMS Proportionate Rights Units (which is equivalent to S\$0.1 million), together with any goods and services tax payable thereon (where applicable);
- to AMPCIL, a fee of 2.0% of the Rights Issue Price multiplied by the AMPCIL Proportionate Rights Units (which is equivalent to S\$0.3 million), together with any goods and services tax payable thereon (where applicable); and
- a fee of (a) 2.0% of the Rights Issue Price multiplied by the respective Sub-Underwriting Unitholders' Proportionate Rights Units to the respective Sub-Underwriting Unitholder and (b) 1.25% of the Rights Issue Price multiplied by the number of additional Rights Units that the relevant Sub-Underwriting Unitholder has sub-underwritten to the relevant Sub-Underwriting Unitholder, which is collectively equivalent to S\$1.0 million, together with any goods and services tax payable thereon (where applicable).

Lock-ups

AIMS Financial Group's Lock-up

Mr George Wang has irrevocably undertaken to the Joint Bookrunners and Underwriters that he will not, during the period commencing from the date of the AIMS Pro Rata Undertaking up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST:

- offer, sell, contract to sell, or otherwise dispose of (excluding pledging or otherwise encumbering all the Units held by Mr George Wang, through entities and companies controlled directly or indirectly by him, which include GWCH, MCK and MCKFM, as at the date of the AIMS Pro Rata Undertaking (the "**AIMS Moratorium Units**") provided that such pledge or encumbrance and the enforcement thereof shall be subject to the terms of the AIMS Pro Rata Undertaking), directly or indirectly any AIMS Moratorium Unit; or
- enter into a transaction (including a derivative transaction) with a similar economic effect to the foregoing,

other than as required by applicable laws and regulations (collectively, the "**AIMS Lock-up Restrictions**").

The AIMS Lock-up Restrictions described above do not apply to the transfer of the AIMS Moratorium Units to and between entities or companies which are controlled directly or indirectly by Mr George Wang. As at 20 August 2010, being the date on which Mr George Wang provided the AIMS Pro Rata Undertaking, Mr George Wang's interest in AIMSAMPIREIT was held through GWCH, MCK and MCKFM. On 15 September 2010, MCK and MCKFM transferred all their Units to AIMS SHPL. For the avoidance of doubt, the AIMS Moratorium Units held by AIMS SHPL will be subject to the terms of the AIMS Pro Rata Undertaking.

AMPCIL's Lock-up

AMPCIL has irrevocably undertaken to the Joint Bookrunners and Underwriters that it will not, during the period commencing from the date of the AMPCIL Sub-Underwriting Agreement up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST:

- offer, sell, contract to sell, or otherwise dispose of (excluding pledging or otherwise encumbering all the Units held by it as at the date of the AMPCIL Sub-Underwriting Agreement (the "**AMPCIL Moratorium Units**") in favour of financial institutions provided that such pledge or encumbrance

and the enforcement thereof shall be subject to the terms of the AMPCIL Sub-Underwriting Agreement), directly or indirectly any AMPCIL Moratorium Unit; or

- (ii) enter into a transaction (including a derivative transaction) with a similar economic effect to the foregoing,

other than as required by applicable laws and regulations (collectively, the **“AMPCIL Lock-up Restrictions”**).

The AMPCIL Lock-up Restrictions described above do not apply to the transfer of the AMPCIL Moratorium Units to and between AMPCIL’s wholly-owned subsidiaries, provided that in the event that AMPCIL transfers its interest in all or part of the AMPCIL Moratorium Units to a wholly-owned subsidiary, AMPCIL shall procure such wholly-owned subsidiary to enter into a similar moratorium undertaking in respect of such Units transferred.

Sub-Underwriting Unitholders’ Lock-Up

The Sub-Underwriting Unitholders have irrevocably undertaken to the Joint Bookrunners and Underwriters that they will not, during the period commencing from the date of the Sub-Underwriting Unitholders’ Sub-Underwriting Agreements up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST or the close of the acceptance of, and payment for, the provisional allotments of the Rights Units as determined by the Manager in consultation with the Joint Bookrunners and Underwriters, as the case may be:

- (i) offer, sell, contract to sell, or otherwise dispose of (excluding pledging or otherwise encumbering all the Units held by them as at the date of the Sub-Underwriting Unitholders’ Sub-Underwriting Agreements (the **“Sub-Underwriting Unitholders’ Moratorium Units”**) in favour of financial institutions provided that such pledge or encumbrance and the enforcement thereof shall be subject to the terms of the Sub-Underwriting Unitholders’ Sub-Underwriting Agreements), directly or indirectly any Sub-Underwriting Unitholders’ Moratorium Unit; or
- (ii) enter into a transaction (including a derivative transaction) with a similar economic effect to the foregoing,

other than as required by applicable laws and regulations (collectively, the **“Sub-Underwriting Unitholders’ Lock-up Restrictions”**).

The Sub-Underwriting Unitholders’ Lock-up Restrictions described above do not apply to the transfer of the Sub-Underwriting Unitholders’ Moratorium Units to and between the respective Sub-Underwriting Unitholder’s wholly-owned subsidiaries, provided that in the event that the respective Sub-Underwriting Unitholder transfers its interest in all or part of the Sub-Underwriting Unitholders’ Moratorium Units to a wholly-owned subsidiary, the Sub-Underwriting Unitholder shall procure such wholly-owned subsidiary to enter into a similar moratorium undertaking in respect of such Units transferred.

Manager’s Lock-Up

The Manager has, pursuant to the Underwriting Agreement, agreed not to, among other things, offer, issue or contract to issue, grant any option to purchase any Units (or any securities convertible into or exchangeable into Units or which carry rights to subscribe for Units), and make any announcements in connection with any of the foregoing transactions, from the date of the Underwriting Agreement until the date falling 90 days after the date on which the Rights Units are listed on the SGX-ST. The restrictions set out in this paragraph do not apply to the Rights Units and the Units to be issued to the Manager in full or part payment of the Manager’s fees under the Trust Deed.

USE OF PROCEEDS

Offer Proceeds and Use of Proceeds

The Manager expects to raise gross proceeds of S\$79.6 million with the net proceeds from the Rights Issue (after taking into account, among other things, the estimated fees and expenses (including professional fees and expenses) incurred or to be incurred by AIMSAMPIREIT in connection with the Rights Issue) being approximately S\$74.8 million.

The Manager intends to use the gross and net proceeds raised from the Rights Issue as follows:

Use of Proceeds	Gross Proceeds		Net Proceeds	
	Total	Per S\$1.00	Total	% of Net Proceeds
	(S\$ million)	(cents)	(S\$ million)	(%)
Satisfy the cash portion of the Total Acquisition Cost	64.5	81.0	64.5	86.2
Working capital, debt related costs and general corporate purposes	10.3	13.0	10.3	13.8
Costs and expenses relating to the Rights Issue.	4.8	6.0	N.A.	N.A.
Total	79.6	100.0	74.8	100.0

Notwithstanding the above, the Manager reserves the right to deploy the proceeds from the Rights Issue at its absolute discretion based on the potential uses as mentioned above.

Pending deployment, the net proceeds from the Rights Issue may be deposited with banks and/or financial institutions, or used for any other purpose on a short-term basis as the Manager may, in its absolute discretion, deem fit.

The Manager will make periodic announcements on the utilisation of the proceeds from the Rights Issue via SGXNET as and when such funds are materially utilised.

Costs of the Rights Issue

AIMSAMPIREIT will have to bear the following costs and expenses in relation to the Rights Issue:

- (i) management, underwriting and selling commissions payable to the Joint Bookrunners and Underwriters of S\$3.0 million (excluding goods and services tax payable); and
- (ii) professional and other fees and expenses, including advisory fees of approximately S\$1.8 million (excluding goods and services tax payable).

Additional Details on the Use of Proceeds

Acquisition or Refinancing the Acquisition of an Asset other than in the Ordinary Course of Business

None of the proceeds from the Rights Issue will be used to acquire or refinance the acquisition of an asset other than in the ordinary course of business. Part of the net proceeds from the Rights Issue will be used to satisfy the cash portion of the Total Acquisition Cost in relation to the Acquisition, which is

being made by AIMSAMPIREIT in its ordinary course of business while the balance of the net proceeds will be used for working capital, debt related costs and general corporate purposes.

Acquisition or Refinancing the Acquisition of a Business

None of the proceeds from the Rights Issue will be used to finance or refinance the acquisition of a business.

Discharge, Reduction or Retirement of the Indebtedness of AIMSAMPIREIT

None of the proceeds from the Rights Issue will be used to discharge, reduce or retire the indebtedness of AIMSAMPIREIT. Information on the indebtedness of AIMSAMPIREIT is set out in the section entitled "Information Relating to AIMSAMPIREIT – Indebtedness".

Working Capital

The Manager is of the view that, in its reasonable opinion, after taking into consideration AIMSAMPIREIT's internal resources and its available loan facilities, the working capital available to AIMSAMPIREIT, as at the date of lodgement of this Offer Information Statement, is sufficient for AIMSAMPIREIT's present requirements.

Commission

The details of the commission payable to the Joint Bookrunners and Underwriters are set out in the section entitled "The Rights Issue – Underwriting of the Rights Issue".

INFORMATION RELATING TO THE ACQUISITION

The Manager has obtained the approval of Unitholders at the EGM in respect of the Acquisition and the provision of the AMP Debt Advisory Services. The Manager is proposing to use part of the net proceeds of the Rights Issue for the purpose of financing the Acquisition.

Description of the Property

The Property comprises a ramp-up warehouse and logistics facility which incorporates two individual buildings providing warehousing and logistics services as well as ancillary office space. The facility was developed in two stages. Phase One comprises a five-storey high clearance warehouse and logistics building incorporating mezzanine offices and an attached nine-storey ancillary office annex incorporating both office space and a canteen. Phase Two comprises a five-storey high clearance warehouse and logistics building which also incorporates mezzanine office levels. The two buildings are serviced by a central vehicular ramp. Certificates of Statutory Completion were issued by the Commissioner of Building Control under the Building Control Act, Chapter 90 of Singapore for Phases One and Two on 18 October 2006 and 2 July 2007 respectively.

The Property is strategically located along Penjuru Lane, off Penjuru Road and Jalan Buroh, and is within Jurong Industrial Estate. According to the valuation report issued by Colliers, Jurong Industrial Estate is one of the largest and most well-established industrial estates in Singapore being the cornerstone of the industrial drive of Singapore since the 1960s. The immediate vicinity comprises standard and purpose-built factories, some warehouse and distribution centres and shipyards.

The Manager considers the area to be the key logistics cluster within Jurong Industrial Estate given its proximity to the central business district of Singapore, Jurong Port, PSA Singapore Terminals, Jurong Island, as well as complementary industrial facilities such as container yards.

The Property is accessible by public transportation. Jurong Industrial Estate is serviced by two major expressways; the Ayer Rajah Expressway and the Pan Island Expressway, as well as the West Coast Highway and Jurong East Mass Rapid Transit Station.

Details of the Acquisition

Valuation and Purchase Consideration

The Purchase Consideration was arrived at on a willing-buyer willing-seller basis after taking into account the two independent valuations of the Property by CBRE which was commissioned by the Trustee and by Colliers which was commissioned by the Manager. The valuations were based on the capitalisation approach, discounted cash flow analysis and direct comparison method.

Property	Appraised Value		Average Valuation	Purchase Consideration
	by Colliers	by CBRE		
27 Penjuru Lane	S\$162.5 million	S\$165.0 million	S\$163.8 million	S\$161.0 million

The Purchase Consideration is below the two independent valuations obtained in relation to the Property and represents a discount of 1.7% to S\$163.8 million, which is the average of the two independent valuations of the Property.

Cost of the Acquisition

The Total Acquisition Cost is approximately S\$163.1 million, comprising:

- (i) the Purchase Consideration of S\$161.0 million;
- (ii) the Acquisition Fee which amounts to S\$1.6 million¹; and
- (iii) the estimated professional and other fees and expenses incurred or to be incurred in connection with the Acquisition which amount to approximately S\$0.5 million.

The Units to be issued in payment of the Acquisition Fee will be issued at an issue price which is based on the market price calculated based on the volume-weighted average price (“**VWAP**”) for a Unit for all trades completed on the SGX-ST for the 10 Business Days² prior to the day of issue, in accordance with the Trust Deed. The Acquisition Fee will be payable as soon as practicable after Completion.

Method of Financing the Acquisition

The Manager intends to pay S\$161.5 million (Total Acquisition Cost less the Acquisition Fee which is payable in Units) of the cost of the Acquisition in cash from a combination of debt financing and net proceeds from the Rights Issue as follows:

- (i) S\$97.0 million from the proceeds of the New Loan; and
- (ii) S\$64.5 million from the net proceeds of the Rights Issue.

Following the completion of the Acquisition, the Rights Issue, the refinancing of the Existing Loan and the draw down of S\$272.0 million from the New Loan, AIMSAMPIREIT’s Aggregate Leverage³ is expected to be 34.8%⁴.

(See the section entitled “Information Relating to AIMSAMPIREIT – Indebtedness” for details on AIMSAMPIREIT’s debt financing)

Sale and Purchase Agreement

On 20 August 2010, the Trustee entered into a conditional sale and purchase agreement (the “**Sale and Purchase Agreement**”) with the AMP Capital Business Space REIT Trustee to acquire the Property at the Purchase Consideration of S\$161.0 million.

A non-refundable deposit of S\$1.6 million was paid by AIMSAMPIREIT (the “**Deposit**”) upon the entry into the Sale and Purchase Agreement and will be forfeited to the AMP Capital Business Space REIT Trustee if, *inter alia*:

- 1 As the Acquisition constitutes an “interested party transaction” under Paragraph 5 of the Property Funds Appendix, the Acquisition Fee will be payable in the form of Units, which shall not be sold within one year from the date of issuance, in accordance with Paragraph 5.6 of the Property Funds Appendix.
- 2 “**Business Day**” refers to a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore.
- 3 “**Aggregate Leverage**” refers to the ratio of the total borrowings and deferred payments (if any) to the value of the gross assets of AIMSAMPIREIT, including all its Authorised Investments (as defined herein) held or deemed to be held under the Trust Deed (the “**Deposited Property**”).
- 4 Paragraph 9.2 of the Property Funds Appendix states that the aggregate leverage of a property fund should not exceed 35.0% of the fund’s deposited property. The aggregate leverage of a property fund may exceed 35.0% of the fund’s deposited property (up to a maximum of 60.0%) only if a credit rating of the property fund from Fitch Inc., Moody’s Investors Services (“**Moody’s**”) or Standard and Poor’s is obtained and disclosed to the public. The property fund should continue to maintain and disclose a credit rating so long as its aggregate leverage exceeds 35.0% of the fund’s deposited property. AIMSAMPIREIT currently has a “Ba2” credit rating by Moody’s as announced by the Manager on 29 December 2009.

- (i) completion of the Rights Issue and listing of the Rights Units on the SGX-ST does not take place; or
- (ii) the Acquisition is not completed pursuant to the terms of the Sale and Purchase Agreement, otherwise than by default of the AMP Capital Business Space REIT Trustee.

Some other circumstances whereby the Deposit will not be forfeited include, *inter alia*:

- (a) in the event that the formal approvals by JTC (as described below) are not received; or
- (b) if the Property is compulsorily acquired; or
- (c) if there is material damage to the Property before completion and the parties are unable to agree on the time and terms (both parties acting reasonably including having regard to AIMSAMPIREIT's financial considerations) for AMP Capital Business Space REIT Trustee to reinstate the Property.

Conditions Precedent for the Completion of the Acquisition

Completion of the sale and purchase of the Property is conditional upon the fulfillment or waiver (as the case may be) of, among others, the following conditions:

- (i) completion of the Rights Issue and listing of the Rights Units on the SGX-ST; and
- (ii) formal approvals by JTC, on terms and conditions reasonably acceptable to both parties, including a waiver of a requirement by JTC that the AMP Capital Business Space REIT Trustee not dispose of the Property within three years from 12 December 2007.

Completion

Under the Sale and Purchase Agreement, AMP Capital Holdings Limited ("**AMP Capital**") shall procure the execution and delivery to the Trustee of the certificates of title and instrument of transfer and other documents in relation to the Property at Completion.

Completion is expected to take place after the date of issue of the Rights Units and after the conditions precedent aforesaid have been fulfilled. Further, it is noted that should the waiver of the prohibition requirement by JTC (as described above) not be granted, Completion will be on 13 December 2010.

Indemnities

Under the Sale and Purchase Agreement, the AMP Capital Business Space REIT Trustee shall indemnify and keep the Trustee indemnified against all claims, actions, losses, proceedings, damages, liabilities, demands, costs and expenses suffered or incurred by the Trustee arising directly as a result of the AMP Capital Business Space REIT Trustee carrying out the rectification works within twelve months from Completion or a breach of certain clauses of the Sale and Purchase Agreement (where the same is not caused by or contributed by the Trustee's negligence or default), save that any such liability of the AMP Capital Business Space REIT Trustee together with all claims as defined in the Sale and Purchase Agreement shall in aggregate not exceed S\$16.0 million.

Related Party Transaction

As at 19 August 2010, AMP Capital indirectly held a 50.0% stake in the Manager and an aggregate indirect interest¹ in 235,714,287 Units, which is equivalent to 16.07% of the total number of Units in issue. AMP Capital Business Space REIT, being indirectly wholly-owned by AMP Capital, is accordingly an “interested person” of AIMSAMPIREIT under Chapter 9 of the Listing Manual and an “interested party” of AIMSAMPIREIT under Paragraph 5 of the Property Funds Appendix.

Therefore, the Acquisition constitutes an “interested person transaction” under Chapter 9 of the Listing Manual as well as an “interested party transaction” under Paragraph 5 of the Property Funds Appendix, in respect of which the approval of Unitholders was required.

As the AMP Debt Advisor is also an indirect wholly-owned subsidiary of AMP Capital, the provision of the AMP Debt Advisory Services pursuant to the AMP Debt Advisory Agreement was considered an “interested person transaction” to be aggregated with the Acquisition for purposes of Chapter 9 of the Listing Manual.

The Acquisition and the provision of the AMP Debt Advisory Services have been approved by Unitholders at the EGM.

¹ Deemed to have an interest in the Units held by AMPCIL through BNP Paribas Securities Services, Singapore Branch.

OPERATING AND FINANCIAL REVIEW AND PROSPECTS

*This section should be read together with the selected financial data from the Financial Statements which are set out in **Appendix A**. Such selected financial data should also be read together with the relevant notes to the Financial Statements, which are available for inspection during normal business hours at the registered office of the Manager at 1 Raffles Place, #21-01 One Raffles Place, Singapore 048616, from the date of this Offer Information Statement up to and including the date falling six months after the date of this Offer Information Statement¹.*

Statements of Total Return and Distribution Statements

Selected financial data from the FP2008 Audited Financial Statements, the FY2009 Audited Financial Statements, the FY2010 Audited Financial Statements, the 1Q FY2010 Unaudited Financial Statements and the 1Q FY2011 Unaudited Financial Statements is set out in **Appendix A**. Financial data relating to (i) DPU (ii) earnings or loss per Unit and (iii) earnings or loss per Unit after adjustment for the issuance of the Rights Units, amongst others, are also set out in **Appendix A**.

Such selected financial data should be read together with the relevant notes to the Financial Statements where applicable.

Balance Sheets and Cash Flow Statements

Selected financial data from the FY2010 Audited Financial Statements and the 1Q FY2011 Unaudited Financial Statements, including the line items in the consolidated balance sheets and cash flow statements of AIMSAMPIREIT, net asset value (“NAV”) per Unit, and NAV per Unit after any adjustment to reflect the issuance of the Rights Units is also set out in **Appendix A**.

Such selected financial data should be read together with the relevant notes to the Financial Statements.

Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following sets out the management’s discussion and analysis on significant factors, including any unusual or infrequent event or new development, which materially affected income available for distribution to Unitholders after tax, including significant components of revenue or expenditure relating to distribution to Unitholders after tax for the financial periods referred to below.

Operating and Financial Review

FY2009 compared against FP2008

Gross revenue, property operating expenses and net property income (“NPI”) were higher by S\$18.6 million, S\$6.6 million and S\$12.0 million respectively in FY2009. In FP2008, AIMSAMPIREIT commenced activities upon its listing on 19 April 2007 and thus there were more operating days in FY2009. Apart from this, the higher gross revenue, property operating expenses and NPI were mainly due to contributions from the nine properties acquired in the last two quarters of FP2008.

Interest income was higher by S\$0.3 million in FY2009 mainly due to interest income from a JPY730.0 million cross currency swap in relation to AIMSAMPIREIT’s investment in Japan. No such interest income was received in FP2008.

¹ Prior appointment with the Manager will be appreciated.

Other income in FY2009 comprised mainly of gains from the disposal of certain assets. There was no such gain in FP2008.

The Manager's management fees were higher by S\$2.0 million in FY2009 vis-à-vis FP2008. This was mainly due to the higher value of the Deposited Property and a performance fee of S\$1.1 million which was paid to the Manager.

Borrowing costs increased by S\$2.9 million in FY2009 due to the drawdown of additional bank borrowings to fund the properties acquired in the last two quarters of FP2008.

The provision for onerous contract was in respect of a provision to reflect the fair value of 1A International Business Park, Singapore 609933 ("**1A IBP**"). The provision for onerous contract was not a tax deductible item and hence had no impact on AIMSAMPIREIT's distribution to Unitholders.

Other trust expenses were lower in FY2009 mainly due to higher legal fees and equity raising expenses incurred in FP2008.

The amount available for distribution to the Unitholders was higher by S\$3.8 million in FY2009 mainly due to contributions from the new properties acquired, which were partially offset by higher management fees and borrowing costs.

FY2010 compared against FY2009

The value of AIMSAMPIREIT's properties in FY2010 increased by S\$100.7 million mainly due to the acquisition of 1A IBP on 30 November 2009 and 23 Tai Seng Drive, Singapore 535224, 3 Toh Tuck Link, Singapore 596228, 56 Serangoon North Avenue 4, Singapore 555581 and 30/32 Tuas West Road, Singapore 638386/638387 on 11 January 2010 (collectively, the "**AMP Capital Properties**"), but was partially offset by a net revaluation loss on the investment properties of S\$41.4 million in FY2010.

The acquisition of 1A IBP and the AMP Capital Properties in FY2010 were funded by the following:

- (a) the issuance of 78,571,429 new Units (the "**AMP Capital Investment Units**") on 24 November 2009 to AMPCIL raising gross proceeds of S\$22.0 million (the "**AMP Capital Investment**");
- (b) the issuance of 142,857,143 new Units on 24 November 2009 to the Cornerstone Investors¹ raising gross proceeds of S\$40.0 million (the "**Cornerstone Investments**");
- (c) the S\$39.9 million bridge loan facility from Standard Chartered Bank ("**SCB**", and the bridge loan facility, the "**Bridge Loan**"); and
- (d) the issuance of 975,627,332 new Units on 24 December 2009 on a fully underwritten and renounceable basis to Eligible Unitholders on the basis of two (2) new Units for every one (1) existing Unit held as at 5.00 p.m. on 30 November 2009 at S\$0.159 per new Unit, raising gross proceeds of S\$155.1 million (the "**2009 Rights Issue**").

The interest-bearing borrowings were lower as at 31 March 2010 due to a partial repayment out of proceeds from the 2009 Rights Issue. In FY2010, AIMSAMPIREIT refinanced the Existing Loan to 23 December 2012 and the JPY1,000.0 million (S\$15.0 million²) term loan facility granted to AIMSAMPIREIT by Resona Bank Ltd. and Shutoken Leasing Co. Ltd. (the "**JPY Term Loan**") to 18 February 2012.

1 "**Cornerstone Investors**" comprised APG Real Estate Mutual Fund, Indus, USSL, HHIML, Tolaram Corporation Pte Ltd, C&SAL, Henderson Global Investors (Singapore) Limited and GWCH.

2 Based on an exchange rate of S\$1.00 = JPY66.76.

Gross revenue increased marginally in FY2010 compared to gross revenue in FY2009 due to rental contributions from 1A IBP and the AMP Capital Properties, which was partially offset by a decrease in property operating expenses recoverable from tenants of the properties in the Existing Portfolio. The decrease in property operating expenses recoverable from tenants was primarily due to (i) a refund of the FY2009 service charge income and an adjustment to the FY2010 service charge income, both resulting from the annual reconciliation of service charges received from certain tenants; and (ii) a lower recovery of property tax and land rent from tenants of the properties in the Existing Portfolio due to rebates from the Inland Revenue Authority of Singapore (the “IRAS”) and lessors of the land lease from January 2009 to December 2009, as announced in the Singapore Budget 2009.

Property operating expenses for FY2010 were S\$3.2 million lower than in FY2009. This was mainly due to the net effect of (a) lower property tax and land rent expenses due to rebates from the IRAS and lessors of the land lease, (b) a downward adjustment to property operating expenses following the annual service charges reconciliation for FY2009 and FY2010, and (c) an increase in property operating expenses attributable to 1A IBP and the AMP Capital Properties.

Taking into account the marginal increase in gross revenue as well as lower property operating expenses for FY2010, the net result was an increase in NPI in FY2010 by S\$3.3 million or 8.9% higher year-on-year.

The Manager’s management fees were lower in FY2010 vis-à-vis FY2009. In FY2009, the Manager’s management fees included an amount of S\$1.1 million on performance fees paid to the Manager. There was no performance fee paid to the Manager in FY2010.

Borrowing costs were higher by S\$8.0 million in FY2010 mainly due to higher interest margins and facility fees on the Existing Loan with effect from April 2009 as well as a one-off interest expense and facility fee incurred in respect of the Bridge Loan to finance the acquisition of 1A IBP. The Bridge Loan was fully repaid in December 2009 out of proceeds from the 2009 Rights Issue.

Other trust expenses in FY2010 were S\$0.6 million higher compared to FY2009 mainly due to higher investor relations and equity issue expenses.

The amount available for distribution to the Unitholders was marginally lower in FY2010 mainly due to higher borrowing costs, which was partially offset by higher NPI and a lower claim for industrial building allowance in FY2010. This, coupled with the issuance of 1,197,055,904 new Units pursuant to the AMP Capital Investment, the Cornerstone Investments and the 2009 Rights Issue, contributed to a lower DPU in FY2010.

1Q FY2011 compared against 1Q FY2010

Gross revenue in 1Q FY2011 rose by 46.4% to S\$16.0 million compared to gross revenue in 1Q FY2010 due to rental contributions from 1A IBP and the AMP Capital Properties and higher property expenses recoverable from tenants in 1Q FY2011.

In 1Q FY2010, property operating expenses recoverable from tenants of the properties in the Existing Portfolio were lower mainly due to (i) the refund of excess FY2009 service charges to the tenants (there was no such refund in 1Q FY2011 as AIMSAMPIREIT had adjusted for the excess service charges refundable to the tenants in AIMSAMPIREIT’s financial quarter ended 31 March 2010), and (ii) lower recovery from the tenants on land rent and property tax due to rebates from the IRAS and lessors of the land lease. The property tax and land rent rebates expired in December 2009.

Property operating expenses for 1Q FY2011 were S\$2.7 million higher than 1Q FY2010. The increase in property operating expenses was due to (a) property operating expenses attributable to 1A IBP and the AMP Capital Properties, (b) a downward adjustment to property operating expenses in 1Q FY2010 following the annual service charges reconciliation for FY2009 (there was no such adjustment in 1Q

FY2011) and (c) higher property tax and land rent expenses due to expiry of rebates from the IRAS and lessors of the land lease in December 2009.

Taking into account the increase in gross revenue as well as higher property operating expenses for 1Q FY2011, the net result was an increase in NPI by S\$2.4 million or 26.1% year-on-year.

The Manager's management fees were higher in 1Q FY2011 vis-à-vis 1Q FY2010 as a result of the increase in size of AIMSAMPIREIT's property portfolio.

The amount available for distribution to the Unitholders was higher in 1Q FY2011, mainly due to higher NPI and the absence of a claim for industrial building allowance on qualifying industrial buildings. DPU was however lower largely due to the issuance of 1,197,055,904 new Units pursuant to the AMP Capital Investment, the Cornerstone Investments and the 2009 Rights Issue.

Liquidity and Capital Resources

FY2010

The Group's cash balance, after adjustment for restricted cash and deposits, increased by S\$10.1 million from S\$9.2 million as at 31 March 2009 to S\$19.3 million as at 31 March 2010.

The increase was mainly due to cash which was generated from operating activities of S\$41.1 million and from financing activities of S\$130.5 million, and offset by payment for the acquisition of 1A IBP and the AMP Capital Properties of S\$161.4 million. The cash generated from the financing activities of S\$130.5 million was made up of the net proceeds from the AMP Capital Investment, the Cornerstone Investments and the 2009 Rights Issue, net of distributions to the Unitholders and the repayment of interest-bearing borrowings.

1Q FY2011

There were no significant changes in the Group's cash balance as at 30 June 2010 as compared to 31 March 2010. The cash balance increased by S\$1.8 million during the period from 31 March 2010 to 30 June 2010. The increase was mainly due to higher rental deposits in cash from the tenants of the properties in the Existing Portfolio.

Prospects

Business Prospects of AIMSAMPIREIT for FY2011

Following the completion of the Acquisition, the total appraised value of AIMSAMPIREIT's portfolio will grow from S\$636.1 million¹ to S\$797.1 million². The larger asset base may enhance AIMSAMPIREIT's overall capital management flexibility.

As at 30 June 2010, AIMSAMPIREIT's Aggregate Leverage was 34.8% on a pro forma basis with a weighted average remaining debt term of approximately 3.9 years assuming the completion of the New Loan and the refinancing of the Existing Loan on 30 June 2010. The New Loan bears a weighted interest margin of 2.16% per annum as compared to 3.5% per annum for the Existing Loan.

As at 17 September 2010, being the latest practicable date prior to the lodgement of this Offer Information Statement with the Authority (the "**Latest Practicable Date**"), and assuming the drawdown of S\$272.0 million of the New Loan, AIMSAMPIREIT was 66.2% hedged against interest rate risk. The Manager will continue to appropriately hedge interest rate risks that may impact AIMSAMPIREIT's financial condition.

1 Being the Total Appraised Value of the Existing Portfolio.

2 Being the aggregate of the Total Appraised Value of the Existing Portfolio and the Purchase Consideration of the Property.

The Singapore economy experienced exceptionally strong growth in the first half of 2010. However, there is a risk that this may not be sustained into the second half of the year. Industrial tenants are not immune to uncertainties in the economy and AIMSAMPIREIT's Rental Income¹ may be affected if tenants' businesses are affected.

As at the Latest Practicable Date, AIMSAMPIREIT has outstanding legal proceedings against two tenants, namely, CIT Cosmeceutical Pte. Ltd. and Nova Engineering & Logistics Pte. Ltd. for arrears in rental. Rental Income from these two tenants accounts for 4.2% of AIMSAMPIREIT's pro forma Rental Income for 1Q FY2011. The loss of Rental Income has been partially mitigated by bank guarantees held as rental deposits and the Manager's efforts to re-lease these properties. In addition to the above, there is a court proceeding pending against Excalibur Holdings (S) Pte Ltd ("**Excalibur**") for, amongst other things, an order that Excalibur vacates and deliver that part of the premises at 23 Tai Seng Drive, Singapore 535224 which it presently occupies.

(See the section entitled "General Information – Legal and Arbitration Proceedings" for further details)

Leases which account for approximately 2.8% of AIMSAMPIREIT's pro forma Rental Income for 1Q FY2011 are due for renewal in the remainder of FY2011. The Manager is actively seeking to renew these expiring leases. AIMSAMPIREIT's weighted average lease expiry profile of 3.8 years as at 30 June 2010 on a pro forma basis provides strong support for AIMSAMPIREIT's earnings, barring any unforeseen adverse circumstances.

Significant Trends and Conditions of the Market

In Singapore, the Ministry of Trade and Industry ("**MTI**") announced on 10 August 2010 that the Singapore economy expanded by 17.9% in the first half of 2010. MTI maintains the gross domestic product ("**GDP**") growth forecast for 2010 at 13.0% to 15.0%. The economy expanded by 18.8% in the second quarter of 2010 on a year-on-year basis, stronger than the 16.9% growth in the first quarter. On a seasonally adjusted quarter-on-quarter annualized basis, GDP grew by 24.0% for the second quarter, following a surge of 45.7% in the preceding period. All major sectors registered positive growth².

However, MTI also noted that the exceptionally strong growth experienced in the first half of 2010 is not likely to be sustained into the second half of the year, although growth rates will remain healthy. The global economic recovery is expected to remain on a modest recovery path, albeit one that will continue to ease for the rest of the year. Weakness in the US labour and housing markets, combined with a decline in consumer confidence is expected to continue to affect US household spending whilst recovery in final demand in the European Union is expected to remain sluggish. Countries in Asia have been affected by the slowdown in external demand. China's growth momentum moderated in the second quarter with real GDP growth lower than the previous quarter. These trends will in turn impact the sustainability of Singapore's economic recovery².

The above mentioned data and statistics are not necessarily indicative of the future or likely performance of AIMSAMPIREIT.

(See the section entitled "Risk Factors" for a discussion of certain factors to be considered in connection with an investment in the Rights Entitlements and the Rights Units)

1 "**Rental Income**" means net rental income after rental rebates and provisions for rent free periods.

2 **Source:** The MTI's press release titled "2010 GDP Growth Forecast Maintained at 13.0 to 15.0 Per Cent" on 10 August 2010, which is available on the website of the MTI at <http://www.mti.gov.sg>. The MTI has not provided its consent, for purposes of Section 249 (read with Section 302) of the SFA, to the inclusion of the information extracted from the relevant report published by it and therefore is not liable for such information under Sections 253 and 254 (both read with Section 302) of the SFA. While the Manager has taken reasonable actions to ensure that the information from the relevant report published by the MTI is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, none of the, the Manager, the Sole Financial Adviser, the Joint Bookrunners and Underwriters or any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

PRO FORMA FINANCIAL INFORMATION

It should be noted that the pro forma financial information in this Offer Information Statement has not been prepared in connection with an offering registered with the U.S. Securities and Exchange Commission (“**SEC**”) under the Securities Act and consequently is not compliant with the SEC’s rules on presentation of the pro forma financial statements. Furthermore, the preparation and presentation of pro forma financial information has not been carried out in accordance with accounting standards generally accepted in the U.S. and accordingly should not be relied upon as if it has been carried out in accordance with these standards.

FY2010 Pro Forma Financial Effects of the Acquisition and Rights Issue

The pro forma financial effects of the Acquisition and the Rights Issue presented below are strictly for illustrative purposes only and were prepared based on the FY2010 Audited Financial Statements (which will not be included in this Offer Information Statement) and assuming:

- (i) AIMSAMPIREIT will acquire the Property at the Purchase Consideration of S\$161.0 million;
- (ii) 513,309,781 Rights Units are issued at the Rights Issue Price of S\$0.155 per Rights Unit;
- (iii) S\$97.0 million of additional borrowings is incurred by AIMSAMPIREIT at an annual interest of 3.96% being the relevant Singapore Dollar Swap Offer Rate (“**SOR**”) plus margin to part finance the Acquisition;
- (iv) the gross proceeds from the Rights Issue are to be used as follows:
 - (a) S\$64.5 million to part satisfy the cash portion of the Total Acquisition Cost;
 - (b) S\$4.8 million for the payment of the total costs and expenses relating to the Rights Issue; and
 - (c) the remaining proceeds are to be retained for the payment of debt related costs and for general corporate and working capital purposes, and it is assumed that no interest income was earned on the funds set aside for working capital purposes;
- (v) AIMSAMPIREIT will immediately upon completion of the Acquisition, revalue the Property to the average valuation of S\$163.8 million. The valuation of the Property is to remain unchanged throughout the period presented;
- (vi) the Acquisition Fees payable to the Manager on the acquisition of the Property is at 1.0% of the Purchase Consideration which is equal to S\$1.6 million and is payable in Units;
- (vii) the existing lease agreement of the Property is to be novated to the Trustee upon completion of the Acquisition, at an aggregate annual Rental Income of S\$13.0 million. Based on assessment of historical financial information relating to the Property, the property operating expenses of the Property is S\$1.6 million for FY2010 and 100.0% of the property operating expenses (other than valuation fees and property and lease management fees payable to AIMS AMP Capital Property Management Pte. Ltd. (in its capacity as the property manager of the Property, the “**Property Manager**”) is recoverable from the tenant of the Property;
- (viii) property and lease management fees payable to the Property Manager are computed pursuant to the terms of the property management agreement entered into by the Property Manager, the Manager and the Trustee on 16 March 2007 as supplemented by the property management amendment agreement dated 16 October 2008 and the property management second amendment agreement dated 24 December 2009 (the “**Property Management Agreement**”);

- (ix) the Trustee's fees and the Manager's base fees are computed pursuant to the terms as set out in the Trust Deed and are paid in cash; and
- (x) 100.0% of the taxable income available for distribution to Unitholders are declared for distribution at each distribution period, and that the additional distributions to Unitholders due to pro forma adjustments are declared and paid on the same dates as the dates of the actual distributions for these periods.

Pro Forma DPU and Distribution Yield, Earnings or Loss per Unit, NPI and NPI Yield

The table below sets out the pro forma financial effects of the Acquisition and the Rights Issue on the DPU and distribution yield, earnings or loss per Unit, NPI and NPI yield as if AIMSAMPIREIT had on 1 April 2009 (i) completed the Rights Issue, (ii) incurred S\$97.0 million of additional borrowings, and (iii) purchased the Property and held and operated the Property through to 31 March 2010.

DPU and Distribution Yield

	FY2010	
	Actual	Pro forma after the Acquisition and Rights Issue
Distribution to Unitholders (S\$'000)	22,342 ⁽¹⁾	30,301
Units in issue and to be issued ('000)	1,466,599 ⁽¹⁾	1,986,825 ⁽²⁾
DPU (cents).	1.52 ⁽³⁾	1.53
Distribution yield.	6.6% ⁽⁴⁾	7.2% ⁽⁵⁾

Notes:

- (1) Based on the FY2010 Audited Financial Statements.
- (2) Includes 6,915,808 Units issued to the Manager for payment of the Acquisition Fee at an issue price of S\$0.2328 per Unit, calculated based on the VWAP for a Unit for all trades completed on the SGX-ST for the 10 Business Days prior to 1 April 2009.
- (3) Based on distribution to Unitholders divided by Units in issue and to be issued as at 31 March 2010.
- (4) Based on the DPU divided by the Closing Price.
- (5) Based on the DPU divided by the TERP of S\$0.211.

Earnings or Loss per Unit

	FY2010	
	Actual ⁽¹⁾	Pro forma after the Acquisition and Rights Issue
Earnings/(Loss) per Unit (cents) ⁽²⁾		
– Basic.	(2.65)	(0.89)
– Diluted.	(2.65)	(0.89)

Notes:

- (1) Based on the FY2010 Audited Financial Statements.
- (2) Based on the weighted average number of Units in issue during that period.

NPI and NPI Yield

	FY2010		
	Existing Portfolio	The Property	Enlarged Portfolio
NPI (S\$'000)	40,140 ⁽¹⁾	12,458	52,598
Appraised Value/Purchase Consideration (S\$'000)	635,258 ⁽¹⁾	161,000 ⁽²⁾	796,258
NPI yield ⁽³⁾	6.3%	7.7% ⁽⁴⁾	6.6%

Notes:

- (1) Based on the FY2010 Audited Financial Statements.
- (2) Based on the Purchase Consideration of the Property.
- (3) Based on NPI divided by appraised value/Purchase Consideration.
- (4) Based on the NPI (after adjustment for straight-lining of Rental Income of S\$0.2 million) for FY2010 divided by the Purchase Consideration. Without adjustment for straight-lining of Rental Income, the initial yield would be 7.8%.

Pro Forma NTA per Unit

The table below sets out the pro forma financial effects of the Acquisition and the Rights Issue on the NTA per Unit as at 31 March 2010, as if AIMSAMPIREIT had on 31 March 2010 (i) completed the Rights Issue, (ii) purchased the Property, and (iii) incurred S\$97.0 million of additional borrowings:

	As at 31 March 2010	
	Actual	Pro forma after the Acquisition and Rights Issue
NTA (S\$'000) ⁽¹⁾	448,853 ⁽²⁾	525,891
Units in issue and to be issued ('000)	1,466,599 ⁽²⁾	1,987,384 ⁽³⁾
NTA per Unit (S\$)	0.31	0.26

Notes:

- (1) Adjusted for distribution paid on 28 June 2010 for the period from 1 January 2010 to 31 March 2010.
- (2) Based on the FY2010 Audited Financial Statements.
- (3) Includes 7,474,466 Units issued to the Manager or its nominee(s) for payment of the Acquisition Fee at an issue price of S\$0.2154 per Unit, calculated based on the VWAP for a Unit for all trades completed on the SGX-ST for the 10 Business Days prior to 31 March 2010.

Pro Forma Capitalisation

The table below sets out the pro forma capitalisation of AIMSAMPIREIT as at 31 March 2010, as if AIMSAMPIREIT had on 31 March 2010 (i) completed the Rights Issue, (ii) purchased the Property, and (iii) incurred S\$97.0 million of additional borrowings:

	As at 31 March 2010	
	Actual ⁽¹⁾	Pro Forma after the Acquisition and the Rights Issue
	S\$'000	S\$'000
Short-term debt:		
Secured debt	–	–
Unsecured debt	–	–
Total short-term debt	–	–
Long-term debt:		
Secured debt ⁽²⁾	189,978	286,978
Unsecured debt	–	–
Total long-term debt	189,978	286,978
Total debt:	189,978	286,978
Total Unitholders' funds ⁽³⁾	448,853	525,891
Total Capitalisation	638,831	812,869

Notes:

(1) Based on the FY2010 Audited Financial Statements.

(2) Excluding unamortised loan transaction costs.

(3) Adjusted for distribution paid on 28 June 2010 for the period from 1 January 2010 to 31 March 2010.

1Q FY2011 Pro Forma Financial Effects of the Transactions

The pro forma financial effects of the Transactions presented below are strictly for illustrative purposes only and were prepared based on the 1Q FY2011 Unaudited Financial Statements (which will not be included in this Offer Information Statement) and assuming:

- (i) AIMSAMPIREIT will acquire the Property at the Purchase Consideration of S\$161.0 million;
- (ii) 513,309,781 Rights Units are issued at the Rights Issue Price of S\$0.155 per Rights Unit;
- (iii) AIMSAMPIREIT had drawn down S\$272.0 million from the New Loan at a weighted average annual interest of 4.18%, being the relevant SOR plus margin to refinance its Existing Loan and to part finance the Acquisition;
- (iv) the gross proceeds from the Rights Issue are to be used as follows:
 - (a) S\$64.5 million to part satisfy the cash portion of the Total Acquisition Cost;
 - (b) S\$4.8 million for the payment of the total costs and expenses relating to the Rights Issue; and

- (c) the remaining proceeds are to be retained for the payment of debt related costs and for general corporate and working capital purposes, and it is assumed that no interest income was earned on the funds set aside for working capital purposes;
- (v) AIMSAMPIREIT will immediately upon completion of the Acquisition, revalue the Property to the average valuation of S\$163.8 million. The valuation of the Property is to remain unchanged throughout the period presented;
- (vi) the Acquisition Fees payable to the Manager on the acquisition of the Property is at 1.0% of the Purchase Consideration which is equal to S\$1.6 million and is payable in Units;
- (vii) the existing lease agreement of the Property is to be novated to the Trustee upon completion of the Acquisition, at a quarterly Rental Income of S\$3.3 million. Based on assessment of historical financial information relating to the Property, the property operating expenses of the Property is S\$0.5 million for 1Q FY2011 and 100.0% of the property operating expenses (other than valuation fees and property and lease management fees payable to the Property Manager) are recoverable from the tenant of the Property;
- (viii) property and lease management fees payable to the Property Manager are computed pursuant to the terms of the Property Management Agreement;
- (ix) the Trustee's fees and the Manager's base fees are computed pursuant to the terms as set out in the Trust Deed and are paid in cash; and
- (x) 100.0% of the taxable income available for distribution to Unitholders are declared for distribution at each distribution period, and that the additional distributions to Unitholders due to pro forma adjustments are declared and paid on the same dates as the dates of the actual distributions for these periods.

Pro Forma DPU and Distribution Yield, Earnings or Loss per Unit, NPI and NPI Yield

The table below sets out the pro forma financial effects of the Transactions on the DPU and distribution yield, earnings or loss per Unit, NPI and NPI yield as if AIMSAMPIREIT had on 1 April 2010 (i) completed the Rights Issue, (ii) refinanced the Existing Loan and drawn down the New Loan, and (iii) purchased the Property and held and operated the Property through to 30 June 2010.

DPU and Distribution Yield

	1Q FY2011	
	Actual	Pro forma after the Transactions
Distribution to Unitholders (S\$'000)	7,884 ⁽¹⁾	10,352
Units in issue and to be issued ('000)	1,466,599 ⁽¹⁾	1,987,384 ⁽²⁾
DPU (cents).	0.54	0.52
Distribution yield ⁽³⁾	9.3% ⁽⁴⁾	9.9% ⁽⁵⁾

Notes:

- (1) Based on the 1Q FY2011 Unaudited Financial Statements.
- (2) Includes 7,474,466 Units issued to the Manager or its nominee(s) for payment of the Acquisition Fee at an issue price of S\$0.2154 per Unit, calculated based on the VWAP for a Unit for all trades completed on the SGX-ST for the 10 Business Days prior to 1 April 2010.

- (3) The distribution yield is annualised on the assumption that the distributable income for the next nine-month period ending 31 March 2011 will be the same as the distributable income for 1Q FY2011. This is not a profit forecast and there is no guarantee that the distribution income for the nine-month period ending 31 March 2011 will be the same as that for 1Q FY2011.
- (4) Based on the annualised DPU divided by the Closing Price.
- (5) Based on the annualised DPU divided by the TERP of S\$0.211.

Earnings or Loss per Unit

	1Q FY2011	
	Actual ⁽¹⁾	Pro forma after the Transactions
Earnings/(Loss) per Unit (cents) ⁽²⁾		
– Basic	0.38	0.10
– Diluted	0.38	0.10

Notes:

- (1) Based on the 1Q FY2011 Unaudited Financial Statements.
- (2) Based on the weighted average number of Units in issue during that period.

NPI and NPI Yield

	1Q FY2011		
	Existing Portfolio	The Property	Enlarged Portfolio
NPI (S\$'000)	11,749 ⁽¹⁾	3,100	14,849
Appraised Value/Purchase Consideration (S\$'000)	636,084 ⁽²⁾	161,000 ⁽³⁾	797,084
NPI yield ⁽⁴⁾	7.4%	7.7% ⁽⁵⁾	7.5%

Notes:

- (1) Based on the 1Q FY2011 Unaudited Financial Statements.
- (2) Based on the Total Appraised Value of the Existing Portfolio.
- (3) Based on the Purchase Consideration of the Property.
- (4) Based on NPI divided by appraised value/Purchase Consideration. The NPI yield is annualised on the assumption that the NPI for the next nine-month period ending 31 March 2011 will be the same as the NPI for 1Q FY2011. This is not a profit forecast and there is no guarantee that the NPI for the nine-month period ending 31 March 2011 will be the same as that for 1Q FY2011.
- (5) Based on the annualised NPI (after adjustment for straight-lining of Rental Income of S\$0.1 million) for 1Q FY2011 divided by the Purchase Consideration. Without adjustment for straight-lining of Rental Income, the initial yield would be 7.8%.

Pro Forma NTA per Unit

The table below sets out the pro forma financial effects of the Transactions on the NTA per Unit as at 30 June 2010, as if AIMSAMPIREIT had on 30 June 2010 (i) completed the Rights Issue, (ii) purchased the Property, and (iii) refinanced the Existing Loan and drawn down the New Loan:

	As at 30 June 2010	
	Actual	Pro forma after the Transactions
NTA (S\$'000) ⁽¹⁾	446,916 ⁽²⁾	517,802
Units in issue and to be issued ('000)	1,466,599 ⁽²⁾	1,987,271 ⁽³⁾
NTA per Unit (S\$)	0.30	0.26

Notes:

- (1) Adjusted for distribution paid on 16 September 2010 for the period from 1 April 2010 to 30 June 2010.
(2) Based on the 1Q FY2011 Unaudited Financial Statements.
(3) Includes 7,361,683 Units issued to the Manager or its nominee(s) for payment of the Acquisition Fee at an issue price of S\$0.2187 per Unit, calculated based on the VWAP for a Unit for all trades completed on the SGX-ST for the 10 Business Days prior to 30 June 2010.

Pro Forma Capitalisation

The table below sets out the pro forma capitalisation of AIMSAMPIREIT as at 30 June 2010, as if AIMSAMPIREIT had on 30 June 2010 (i) completed the Rights Issue, (ii) purchased the Property, and (iii) refinanced the Existing Loan and drawn down the New Loan:

	As at 30 June 2010	
	Actual⁽¹⁾	Pro Forma after the Transactions
	S\$'000	S\$'000
Short-term debt:		
Secured debt	—	—
Unsecured debt	—	—
Total short-term debt	—	—
Long-term debt:		
Secured debt ⁽²⁾	190,364	287,364
Unsecured debt	—	—
Total long-term debt	190,364	287,364
Total debt:	190,364	287,364
Total Unitholders' funds ⁽³⁾	446,916	517,802
Total Capitalisation	637,280	805,166

Notes:

- (1) Based on the 1Q FY2011 Unaudited Financial Statements.
(2) Excluding unamortised loan transaction costs.
(3) Adjusted for distribution paid on 16 September 2010 for the period from 1 April 2010 to 30 June 2010.

INFORMATION RELATING TO AIMSAMPIREIT

Development of AIMSAMPIREIT

The general development of the business of AIMSAMPIREIT (formerly known as MacarthurCook Industrial REIT) from the date of its constitution (5 December 2006) to the Latest Practicable Date is set out below. All references to AIMSAMPIREIT prior to 24 December 2009 shall be construed as references to MacarthurCook Industrial REIT. Save as disclosed below, to the best of the Manager's knowledge and belief, there have been no material changes in the affairs of AIMSAMPIREIT since the release of AIMSAMPIREIT's financial results for 1Q FY2011.

Date	Significant developments
19 April 2007	The Manager announced the listing of AIMSAMPIREIT on the SGX-ST and the acquisition of its initial portfolio of 12 properties.
7 June 2007	The Manager announced that AIMSAMPIREIT had been assigned a "Baa3" first-time rating by Moody's. ⁽¹⁾
23 July 2007	The Manager announced the appointment of Mr Lim How Teck as Independent Non-Executive Director and Chairman of the Audit, Risk and Compliance Committee of the Manager.
26 July 2007	The Manager announced a DPU of 1.52 cents for the period from the Listing Date to 30 June 2007 to be paid on 29 August 2007.
27 August 2007	The Manager announced that it had signed a conditional put and call option agreement to acquire 1A IBP.
4 September 2007	The Manager announced that independent valuations were obtained as at 1 September 2007 for the following properties: 1 Bukit Batok Street 22, 2 Ang Mo Kio Street 65, 8 & 10 Pandan Crescent, 8 Senoko South Road, 10 Soon Lee Road and 26 Tuas Avenue 7. The revaluations resulted in an aggregate value of S\$208.0 million for all six properties.
3 October 2007	The Manager announced that it had completed the acquisition of 541 Yishun Industrial Park A.
24 October 2007	The Manager announced a DPU of 1.86 cents for the quarter ended 30 September 2007 to be paid on 29 November 2007.
15 November 2007	The Manager announced that independent valuations were obtained as at 14 November 2007 for the following properties: 3 Tuas Avenue 2, 8 & 10 Tuas Avenue 20, 20 Gul Way, 31 Admiralty Road, 23 Changi South Avenue 2 and 10 Changi South Lane. The revaluations resulted in an aggregate value of S\$155.8 million for all six properties.
26 November 2007	The Manager announced that it had entered into a strategic alliance with Atlas Partners Japan and had signed a sale and purchase agreement to acquire Asahi Ohmiya Warehouse in Tokyo, Japan.
17 December 2007	The Manager announced the completion of the acquisition of 11 Changi South 3 and 15 Tai Seng Drive.
20 December 2007	The Manager announced the completion of the acquisition of Asahi Ohmiya Warehouse in Tokyo, Japan.
21 December 2007	The Manager announced its submission to the SGX-ST of an additional listing application in relation to the issue of new Units under a proposed equity fund raising together with a draft circular to Unitholders.
18 January 2008	The Manager announced the postponement of the proposed equity fund raising.

Date	Significant developments
21 January 2008	The Manager announced the completion of the acquisition of 61 Yishun Industrial Park A and 103 Defu Lane 10.
15 February 2008	The Manager announced a DPU of 1.92 cents for the quarter ended 31 December 2007 to be paid on 24 March 2008. The Manager also announced the completion of the acquisition of 1 Kallang Way 2A on 30 January 2008.
18 February 2008	The Manager announced the resignation of Mr Christopher Dale Calvert as the Chief Executive Officer and Executive Director of the Manager.
18 February 2008	The Manager announced the appointment of Mr Craig Mathew Dunstan, an Executive Director as the acting Chief Executive Officer of the Manager.
11 March 2008	The Manager announced the completion of the acquisition of 135 Joo Seng Road.
31 March 2008	The Manager announced the completion of the acquisition of 7 Clementi Loop.
21 May 2008	The Manager announced a DPU of 2.22 cents for the quarter ended 31 March 2008 to be paid on 26 June 2008.
12 August 2008	The Manager announced a DPU of 2.35 cents for the quarter ended 30 June 2008 to be paid on 22 September 2008.
4 September 2008	The Manager announced that independent valuations were obtained as at 1 September 2008 for the following properties: 1 Bukit Batok Street 22, 2 Ang Mo Kio Street 65, 8 & 10 Pandan Crescent, 8 Senoko South Road, 10 Soon Lee Road, 26 Tuas Avenue 7 and 7 Clementi Loop. The revaluations resulted in an aggregate value of S\$227.6 million for all seven properties.
22 October 2008	The Manager announced that independent valuations were obtained as at 10 October 2008 and 12 October 2008 for both 11 Changi South Street 3 and 15 Tai Seng Drive. The revaluations resulted in an aggregate value of S\$49.9 million for both properties. The Manager also announced that Moody's had placed AIMSAMPIREIT's "Baa3" corporate family rating on review for possible downgrade. ⁽¹⁾
6 November 2008	The Manager announced the appointment of Mr Nicholas Paul McGrath as the Chief Executive Officer of the Manager, with effect from 12 January 2009.
7 November 2008	The Manager announced a DPU of 2.35 cents for the quarter ended 30 September 2008 to be paid on 19 December 2008. The Manager also announced the revaluation of the following properties as at 6 November 2008, 541 Yishun Industrial Park A, 103 Defu Lane 10, 61 Yishun Industrial Park A and 1 Kallang Way 2A. The revaluations resulted in an aggregate value of S\$69.9 million for all four properties.
19 November 2008	The Manager announced that independent valuations were obtained as at 15 November 2008 for the following properties: 135 Joo Seng Road, Asahi Ohmiya Warehouse in Japan, 20 Gul Way, 10 Changi South Lane, 3 Tuas Avenue 2, 23 Changi South Avenue 2, 31 Admiralty Road and 8 & 10 Tuas Avenue 20. The revaluations resulted in an aggregate value of S\$212.5 million for all eight properties.
26 November 2008	The Manager announced that Moody's had downgraded AIMSAMPIREIT's corporate family rating to "Ba2". ⁽¹⁾
5 February 2009	The Manager announced that Moody's had downgraded AIMSAMPIREIT's corporate family rating to "B1". ⁽¹⁾
6 February 2009	The Manager announced the appointment of Mr Lawrence Alan Mendelowitz as an Executive Director of the Manager.
9 February 2009	The Manager announced a DPU of 2.35 cents for the quarter ended 31 December 2008 to be paid on 20 March 2009.

Date	Significant developments
1 April 2009	The Manager announced that Moody's had downgraded AIMSAMPIREIT's corporate family rating to "B2". ⁽¹⁾
15 April 2009	The Manager announced that independent valuations had been obtained for all 20 of AIMSAMPIREIT's Singapore based properties as at 31 March 2009, resulting in an aggregate value of S\$500.9 million for all 20 properties.
17 April 2009	The Manager announced the extension of AIMSAMPIREIT's S\$220.8 million term loan facility to 16 June 2009.
16 May 2009	The Manager announced that MCK, which owned 92.5% of the Manager, had been notified of a proposed take-over by AIMS SHPL.
22 May 2009	The Manager announced a DPU of 1.875 cents for the quarter ended 31 March 2009 to be paid on 29 June 2009.
3 June 2009	The Manager announced that Moody's had downgraded AIMSAMPIREIT's corporate family rating to "Caa1" from "B2". ⁽¹⁾
15 June 2009	The Manager announced the extension of AIMSAMPIREIT's S\$202.3 million term loan facility to 31 December 2009 (the " S\$ Term Loan ").
19 June 2009	The Manager announced that AIMSAMPIREIT's auditors, KPMG LLP had included an emphasis of matter in relation to Note 9 of the Financial Statements for the financial year ended 31 March 2009.
13 July 2009	The Manager announced the resignation of MCK's founder and managing director, and the Manager's Executive Director, Mr Craig Mathew Dunstan, after selling his shareholding further to the takeover bid by AIMS SHPL.
14 July 2009	The Manager announced that Mr Alastair Hugh Gurner, had resigned as an Independent, Non-Executive Director of the Manager.
7 August 2009	The Manager announced a DPU of 1.51 cents for 1Q FY2010 to be paid on 18 September 2009.
11 August 2009	<p>On 29 July 2009, MCK announced on the Australian Securities Exchange ("ASX") that AIMS SHPL and its associates had acquired an interest in 91.68% of MCK's ASX-listed shares. Subsequently, on 11 August 2009, the Manager announced a change in the composition of the Manager's board of Directors ("Board"). This included the:</p> <ul style="list-style-type: none"> (i) resignation of Mr Richard Michael Haddock as Non-Executive Chairman of the Manager; (ii) appointment of Mr George Wang as Non-Executive Chairman of the Manager; (iii) appointment of Mr Gregory Allen Bundy as Non-Executive Deputy Chairman of the Manager; and (iv) appointment of Mr Mark Thorpe-Apps as a Non-Executive, Non-Independent Director of the Manager.
5 November 2009	The Manager announced a DPU of 1.939 cents for the quarter ended 30 September 2009 to be paid on 15 December 2009. The Manager also announced a total portfolio value of S\$494.0 million as at 30 September 2009, following independent revaluations of all 21 properties.
6 November 2009	<p>The Manager announced that it will be seeking Unitholders' approval at an extraordinary general meeting for:</p> <ul style="list-style-type: none"> (i) the AMP Capital Investment; (ii) the Cornerstone Investments; (iii) the 2009 Rights Issue; and (iv) the acquisition of the AMP Capital Properties.

Date	Significant developments
9 November 2009	The Manager announced that Moody's had put AIMSAMPIREIT's "Caa1" corporate family rating on review for possible upgrade. ⁽¹⁾
13 November 2009	The Manager announced that APG Real Estate Mutual Fund had agreed to increase the portion of rights Units to be sub-underwritten by APG Real Estate Mutual Fund by an additional 39,947,683 rights Units.
19 November 2009	The Manager announced the books closure date in respect of the 2009 Rights Issue and the special distribution ⁽²⁾ payable for the period commencing from 1 October 2009 to 23 November 2009, to be 30 November 2009.
23 November 2009	The Manager announced that all five resolutions as set out in the Notice of Extraordinary General Meeting dated 6 November 2009 have been duly passed.
24 November 2009	The Manager announced the issue and listing of 221,428,572 new Units pursuant to the AMP Capital Investment and the Cornerstone Investments, bringing the total number of Units in issue to 487,813,666 as of 24 November 2009.
30 November 2009	<p>The Manager announced the completion of its acquisition of 1A IBP from Eurochem Corporation Pte. Ltd. This acquisition was partly funded by the net proceeds from a bridge loan of S\$39.6 million from SCB.</p> <p>The Manager also announced that S\$49.3 million of the gross proceeds of S\$62.0 million from (i) the AMP Capital Investment and (ii) the Cornerstone Investments, had been used as follows:</p> <ul style="list-style-type: none"> (i) S\$48.5 million – partial financing of the acquisition of the acquisition of 1A IBP; and (ii) S\$0.8 million – payment of management, underwriting and selling commissions payable to Cazenove & Co. (Singapore) Pte. Limited (now known as Standard Chartered) ("Cazenove"), Macquarie and National Australia Bank Limited ("NAB") in relation to the Cornerstone Investments. <p>The Manager further announced that it had lodged with the Authority an offer information statement in relation to the 2009 Rights Issue.</p>
18 December 2009	The Manager announced that S\$8.6 million out of the gross proceeds of S\$62.0 million from the AMP Capital Investment and the Cornerstone Investments had been used to (i) repay JPY500.0 million (equivalent to S\$7.8 million ¹) of a JPY1,500.0 million term loan and to (ii) fund transaction-related costs of S\$0.8 million. The JPY1,500.0 million term loan had been fully repaid on 18 December 2009 with the aforementioned funds from the AMP Capital Investment and the Cornerstone Investments as well from a bridge loan from Resona Bank Ltd. and Shutoken Leasing Co. Ltd. of JPY1,000.0 million (S\$15.8 million ²) (the " JPY Bridge Loan ").
24 December 2009	<p>The Manager announced that it had completed the 2009 Rights Issue and issued 975,627,332 new Units on 24 December 2009, bringing the total number of Units in issue to 1,463,440,998 Units, and raising gross proceeds of S\$155.1 million.</p> <p>The Manager concurrently announced that AMP Capital Investors International Holdings Limited ("AMP Capital Investors"), a wholly-owned subsidiary of AMP Capital had completed the acquisition of:</p> <ul style="list-style-type: none"> (i) 50% of the total issued share capital of the Manager, pursuant to a share purchase agreement dated 5 November 2009 between MCK and AMP Capital Investors; and (ii) 50% of the total issued share capital of the Property Manager, pursuant to a share purchase agreement dated 5 November 2009 between MCK and AMP Capital Investors.

1 Based on an exchange rate of S\$1.00 = JPY64.10.

2 Based on an exchange rate of S\$1.00 = JPY63.46.

Date	Significant developments
	<p>The Manager, AMP Capital Investors and AIMS Financial Holding Ltd executed a shareholders' agreement to regulate their relationship as shareholders of the Manager.</p> <p>The Manager further announced the following:</p> <ul style="list-style-type: none"> (i) appointment of Mr Simon Laurence Vinson as a Non-Independent, Non-Executive Director; (ii) appointment of Mr Peter Graham Sugden as a Non-Independent, Non-Executive Director; (iii) resignation of Mr Lawrence Alan Mendelowitz as an Executive Director; (iv) resignation of Mr Mark Thorpe-Apps as a Non-Independent, Non-Executive Director; and (v) resignation of Mr Gregory Allen Bundy as a Non-Independent, Non-Executive Deputy Chairman. <p>The Manager also announced that the following particulars will be changed:</p> <ul style="list-style-type: none"> (a) the name of the REIT will be changed from "MacarthurCook Industrial REIT" to "AIMS AMP Capital Industrial REIT" and its short trading name on SGX will be changed from MacCookIReit to AIMSAMPIREit, with effect from 24 December 2009; (b) the registered name of the Manager will be changed from "MacarthurCook Investment Managers (Asia) Limited" to "AIMS AMP Capital Industrial REIT Management Limited", with effect from 28 December 2009; and (c) the registered name of the Property Manager will be changed from "MacarthurCook Property Management Pte. Ltd." to "AIMS AMP Capital Property Management Pte. Ltd." with effect from 28 December 2009. <p>The Manager additionally announced that the Trustee and the AMP Capital Business Space REIT Trustee had entered into a variation agreement on 24 December 2009 in relation to the deferment of the acquisition of the AMP Capital Properties by the Trustee from the AMP Capital Business Space REIT Trustee to 11 January 2010. The Manager also announced that the AMP Capital Business Space REIT Trustee had terminated the master lease agreement in respect of 23 Tai Seng Drive with Excalibur, and in this connection, the AMP Capital Business Space REIT Trustee and Excalibur have entered into a settlement agreement on 24 December 2009 (the "Settlement Agreement").</p>
28 December 2009	<p>Moody's announced that it had upgraded AIMSAMPIREIT's corporate family rating to "Ba2" from "Caa1" and the rating outlook was stable.⁽¹⁾</p>
11 January 2010.	<p>The Manager announced that the acquisition of the AMP Capital Properties had been completed.</p> <p>The Manager concurrently announced that S\$69.2 million out of the gross proceeds of S\$155.1 million from the 2009 Rights Issue had been used to:</p> <ul style="list-style-type: none"> (i) satisfy the purchase consideration of S\$68.6 million for the acquisition of the AMP Capital Properties; and (ii) pay the service fee of S\$565,000 to MCK in relation to the abovementioned acquisition and also the acquisition of 1A IBP. <p>Further, the Manager announced that it had been granted a Capital Markets Services License (License No. CMS100137-1) ("CMS License") by the Authority to conduct the regulated activity of real estate investment trust management.</p>

Date	Significant developments
12 January 2010	<p>The Manager announced that further to its announcement dated 11 January 2010, the Trustee had signed a deed of assignment with the AMP Capital Business Space REIT Trustee on 11 January 2010 (the “Deed of Assignment”) pursuant to which the AMP Capital Business Space REIT Trustee had agreed to assign the rights and benefits under the Settlement Agreement to AIMSAMPIREIT.</p> <p>The Trustee had also entered into a supplemental deed with the AMP Capital Business Space REIT Trustee on 11 January 2010 (the “Supplemental Deed”) pursuant to which the parties have agreed, <i>inter alia</i>, that it is a fundamental condition of the assignment of the Settlement Agreement that AIMSAMPIREIT’s financial position as landlord of 23 Tai Seng Drive would be the same or no worse than if 23 Tai Seng Drive was still tenanted by Excalibur under the original master tenancy agreement, subject to the terms and conditions of the Supplemental Deed.</p>
14 January 2010	The Manager announced that 3,158,379 Units have been issued to GWCH, a company nominated by the Manager, at S\$0.2172 per Unit as payment of the acquisition fees in relation to the Acquisition of the AMP Capital Properties, on 11 January 2010.
26 January 2010	The Manager announced that further to the announcement on 19 November 2009, the special distribution is at 0.95 cents per Unit payable for the period from 1 October 2009 to 23 November 2009, to be paid on 23 March 2010.
19 February 2010	The Manager announced that Mr Lim How Teck had resigned as an Independent Director and Chairman of the Audit, Risk and Compliance Committee of the Manager with effect from 19 February 2010.
23 February 2010	The Manager announced that it had refinanced the JPY Bridge Loan of JPY1,000.0 million (equivalent to S\$15.8 million ¹) from Resona Bank Ltd. and Shutoken Leasing Co. Ltd.
1 March 2010	<p>The Manager announced the following appointments with effect from 26 February 2010:</p> <ul style="list-style-type: none"> (i) the appointment of Mr Nicholas Paul McGrath, who is the Chief Executive Officer of the Manager as an Executive Director; and (ii) the appointment of Mr Eugene Paul Lai Chin Look as an Independent, Non-Executive Director.
31 March 2010	<p>The Manager announced the following appointments with effect from 31 March 2010:</p> <ul style="list-style-type: none"> (i) the appointment of Norman Ip Ka Cheung as an Independent, Non-Executive Director; and (ii) the appointment of Ms Giam Lay Hoon as a Non-Executive Director.
12 May 2010	The Manager announced a DPU of 0.5376 cents for the quarter ended 31 March 2010 to be paid on 28 June 2010.
25 June 2010	The Trustee and the AMP Capital Space REIT Trustee commenced legal proceedings in the High Court of Singapore against Excalibur pursuant to the Settlement Agreement for, amongst other things, an order that Excalibur vacates and deliver that part of the premises at 23 Tai Seng Drive, Singapore 535224 which it presently occupies.
29 June 2010	The Manager announced that pursuant to the terms under a lease agreement entered into with CIT Cosmeceutical Pte. Ltd. in relation to 2 Ang Mo Kio Street 65, Singapore 569058, AIMSAMPIREIT had commenced legal proceedings in the High Court of Singapore against CIT Cosmeceutical Pte. Ltd. and Mr Willy Wang Wen-Chin for, amongst other things, arrears in rental and repossession of 2 Ang Mo Kio Street 65, Singapore 569058.

1 Based on an exchange rate of S\$1.00 = JPY63.46.

Date	Significant developments
30 June 2010	The Manager convened the Annual General Meeting of AIMSAMPIREIT. All resolutions put to Unitholders as set out in the Notice of Annual General Meeting were duly passed.
6 July 2010	The Manager announced that AIMSAMPIREIT's 13-storey, high-tech business park building at 1A IBP was awarded the Architecture Award (Office) Singapore at the prestigious Asia Pacific Property Awards 2010.
29 July 2010	The Manager announced that AIMSAMPIREIT had commenced legal proceedings in the High Court of Singapore against its former tenant, Nova Engineering & Logistics Pte. Ltd. for breaches of a lease agreement entered into with AIMSAMPIREIT in relation to 7 Clementi Loop, Singapore 129811.
23 August 2010	The Manager announced that it would be seeking Unitholders' approval at the EGM for the Acquisition and the provision of the AMP Debt Advisory Services.
9 September 2010	The Manager announced the books closure date in respect of the Rights Issue to be 20 September 2010.
13 September 2010	The Manager announced that the resolution as set out in the Notice of EGM dated 24 August 2010 was duly passed.

Notes:

- (1) **Source:** Press releases from Moody's dated 7 June 2007, 22 October 2008, 26 November 2008, 5 February 2009, 1 April 2009, 3 June 2009, 9 November 2009 and 28 December 2009. Moody's has not provided its consent, for purposes of Section 249 (read with Section 302) of the SFA, to the inclusion of the information extracted from the relevant press releases published by it and therefore is not liable for such information under Sections 253 and 254 (both read with Section 302) of the SFA. While the Manager has taken reasonable actions to ensure that the information from the relevant press releases published by Moody's is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such press releases, none of the Manager, the Sole Financial Adviser, the Joint Bookrunners and Underwriters or any other party has conducted an independent review of the information contained in such press releases or verified the accuracy of the contents of the relevant information.
- (2) The special distribution was paid in respect of the existing Units held as at 5.00 p.m. on 30 November 2009 (excluding the new Units issued pursuant to the AMP Capital Investment and the Cornerstone Investments).

The Manager of AIMSAMPIREIT

The names and addresses of the Directors are set out below.

Name	Age	Address	Position
Mr George Wang	48	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Non-Independent, Non-Executive Chairman
Mr Tan Kai Seng	59	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Independent, Non-Executive Director
Mr Norman Ip Ka Cheung	57	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Independent, Non-Executive Director
Mr Eugene Paul Lai Chin Look .	47	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Independent, Non-Executive Director
Mr Simon Laurence Vinson . . .	49	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Non-Independent, Non-Executive Director
Mr Peter Graham Sugden	55	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Non-Independent, Non-Executive Director
Ms Giam Lay Hoon	47	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Non-Independent, Non-Executive Director
Mr Nicholas Paul McGrath	38	1 Raffles Place, #21-01 One Raffles Place, Singapore 048616	Executive Director and Chief Executive Officer

Information on the Units

As at the Latest Practicable Date, there were 1,466,599,377 Units in issue.

Substantial Unitholders of AIMSAMPIREIT and their Unitholdings

Based on the Register of Substantial Unitholders maintained by the Manager, the Substantial Unitholders of AIMSAMPIREIT¹ and their interests in the Units as at the Latest Practicable Date are as follows:

Name of Substantial Unitholder	Direct Interest		Deemed Interest	
	No. of Units	%	No. of Units	%
AMP Capital Investors (Luxembourg No. 4) S.A.R.L. ⁽¹⁾	–	–	235,714,287	16.07
AMP Group Holdings Limited ⁽²⁾	–	–	235,714,287	16.07
AMP Capital Holdings Limited ⁽²⁾	–	–	235,714,287	16.07
AMP Holdings Limited ⁽²⁾	–	–	235,714,287	16.07
AMP Capital Investors International Holdings Limited ⁽²⁾	–	–	235,714,287	16.07
AMP Limited ⁽²⁾	–	–	235,714,287	16.07
Dragon Pacific Assets Limited	168,000,000	11.46	–	–
APG Algemene Pensioen Groep N.V.	138,642,858	9.45	–	–
Universities Superannuation Scheme Limited	120,861,498	8.24	–	–
Mr George Wang ⁽³⁾	–	–	112,245,948	7.65
Great World Capital Holdings Limited	101,459,854	6.92	–	–

Notes:

- (1) AMPCIL's interest in the Units is held through BNP Paribas Securities Services, Singapore Branch.
(2) Deemed to have an interest in the Units held by AMPCIL through BNP Paribas Securities Services, Singapore Branch.
(3) Mr George Wang has a deemed interest in these Units as he is the ultimate 100.0% owner of (i) GWCH which directly owns 101,459,854 Units and (ii) AIMS SHPL which directly owns 10,786,094 Units.

History of Issuance of Units

The table below sets out the Units issued for cash or services within the 12 months immediately preceding the Latest Practicable Date.

Date	Number of Units Issued
24 November 2009	Issue of 221,428,572 Units pursuant to the AMP Capital Investment and the Cornerstone Investments at S\$0.28 per new Unit, bringing the total number of Units in issue to 487,813,666 Units as of 24 November 2009.
24 December 2009	Issue of 975,627,332 Units pursuant to the 2009 Rights Issue at S\$0.159 per new Unit, bringing the total number of Units in issue to 1,463,440,998 Units.
14 January 2010	Issue of 3,158,379 Units to GWCH, a company nominated by the Manager, at S\$0.2172 per Unit as payment of the acquisition fees in relation to the acquisition of the AMP Capital Properties, bringing the total number of Units in issue to 1,466,599,377 Units.

1 The Substantial Unitholders do not have different voting rights from ordinary Unitholders.

Price Range and Trading Volume of the Units on the SGX-ST

The highest and lowest closing prices and the average daily volume of Units traded on the SGX-ST for the twelve calendar months immediately preceding the Latest Practicable Date and for the period commencing on 1 September 2010 to the Latest Practicable Date are as follows:

Month	Price Range (S\$ per Unit)		Average Daily Volume Traded Units
	Highest	Lowest	
September 2009	0.380	0.360	664,048
October 2009	0.435	0.365	721,273
November 2009 ⁽¹⁾	0.415	0.205	8,004,200
December 2009	0.215	0.200	3,118,591
January 2010	0.230	0.215	2,282,700
February 2010	0.220	0.205	1,437,333
March 2010	0.220	0.205	1,251,909
April 2010	0.230	0.215	1,430,000
May 2010	0.225	0.205	2,424,550
June 2010	0.225	0.215	1,415,500
July 2010	0.230	0.215	1,109,818
August 2010	0.235	0.220	7,233,619
1 September 2010 to 15 September 2010, being the last day of cum-rights trading for the Rights Issue	0.235	0.220	2,946,200
16 September 2010 being the first day of ex-rights trading for the Rights Issue to 17 September 2010, being the Latest Practicable Date	0.235	0.220	5,667,000

Note:

- (1) In November 2009, the highest closing price of \$0.415 was 102.4% higher than the lowest closing price in the same month of \$0.205, mainly due to the following: (i) on 24 November 2009, 221,428,572 new Units were issued and listed pursuant to the AMP Capital Investment and the Cornerstone Investments, bringing the total number of Units in issue to 487,813,666 as of 24 November 2009; and (ii) on 25 November 2009 was the date of commencement of ex-rights trading for the 2009 Rights Issue.

Source: Bloomberg L.P. Bloomberg L.P. has not provided its consent, for purposes of Section 249 (read with Section 302) of the SFA, to the inclusion of the information extracted from the relevant report published by it and therefore is not liable for such information under Sections 253 and 254 (both read with Section 302) of the SFA. While the Manager has taken reasonable actions to ensure that the information from the relevant report published by Bloomberg L.P. is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, none of the Manager, the Sole Financial Adviser, the Joint Bookrunners and Underwriters or any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

Indebtedness

Existing Borrowings

As at the Latest Practicable Date, the Group's total borrowings was S\$190.4 million and its average cost of borrowings was 5.1% per annum (as derived from the margins plus the base interest rates on the Group's borrowings).

As at the Latest Practicable Date, the Group has the following borrowings:

- (i) On 5 November 2009, the Trustee entered into a facility agreement with SCB, CBA and NAB for a term loan of S\$175.0 million which is maturing in December 2012 (the “**Existing Loan**”). The Existing Loan bears a floating interest at the relevant SOR plus (a) a margin of 3.5% where AIMSAMPIREIT’s loan-to-value is less than 35.0% or (b) a margin of 4.5% where AIMSAMPIREIT’s loan-to-value is equal to or greater than 35.0%.

The Existing Loan was used to partially refinance the S\$ Term Loan and will be refinanced by the New Loan.

- (ii) On 16 February 2010, AIMSAMPIREIT’s subsidiary entered into a loan agreement with Resona Bank Ltd. and Shutoken Leasing Co. Ltd. for a term loan of JPY1,000.0 million (S\$15.0 million¹). The JPY Term Loan bears a weighted average fixed interest of 2.48% per annum and is maturing on 18 February 2012.

The JPY Term Loan was used to refinance the JPY Bridge Loan.

The New Loan

The Trustee had on 20 August 2010 accepted a letter of commitment for the New Loan from the Lenders, and upon the recommendation of the Manager, the Trustee may in its discretion include other new lender(s). The Manager intends to draw down S\$272.0 million of the New Loan of which S\$97.0 million will be used to part finance the cost of the Acquisition and S\$175.0 million will be used to refinance the Existing Loan.

The details of the New Loan are as follows:

- (a) Term Loan Facility A: a three year S\$100.0 million term loan facility bearing a floating interest margin of 2.05% per annum over the SOR;
- (b) Term Loan Facility B: a five year S\$100.0 million term loan facility bearing a floating interest margin of 2.35% per annum over the SOR; and
- (c) Revolving Credit Facility: a three year S\$80.0 million revolving credit facility bearing a floating interest margin of 2.05% per annum over the SOR.

The New Loan will be secured by AIMSAMPIREIT’s 25 Singapore-located properties and the Property. As one of the conditions of the New Loan, the New Loan shall as at the date of drawdown, not be higher than 38.0% of the combined fair market valuation of AIMSAMPIREIT’s 25 Singapore-located properties and the Property, and thereafter throughout the term of the New Loan, it shall not be higher than 45.0% of the fair market valuation of AIMSAMPIREIT’s properties from time to time secured for the purpose of the New Loan.

S\$272.0 million of the New Loan is expected to be drawn down of which S\$97.0 million will be used to part finance the cash portion of the Total Acquisition Cost and S\$175.0 million will be used to refinance the Existing Loan. The balance shall be used to finance real estate acquisitions and/or for general corporate funding purposes.

Any repayment of the indebtedness of AIMSAMPIREIT would be announced by the Manager on SGXNET.

1 Based on an exchange rate of S\$1.00 = JPY66.76.

RISK FACTORS

*The risks described below should be carefully considered before making an investment decision in relation to the Rights Entitlements, the Rights Units or the Units. The risks described below are not the only ones relevant to AIMSAMPIREIT, the Manager, the Trustee, the Rights Entitlements, the Rights Units or the Units. These risk factors are not intended to be exhaustive and, in particular, are not intended to repeat the risk factors set out in the prospectus dated 12 April 2007 in connection with the listing of AIMSAMPIREIT on the SGX-ST (the “**Prospectus**”) and the offer information statement in relation to the 2009 Rights Issue issued by the Manager, certain of which may continue to be applicable to AIMSAMPIREIT. Details of some of the risk factors relating to the Existing Portfolio which continue to be applicable to AIMSAMPIREIT can be found in the Prospectus and the offer information statement in relation to the 2009 Rights Issue issued by the Manager. Additional risks not described below or not presently known to the Manager and/or the Trustee or that it/they currently deem(s) immaterial may also impair the business operations of AIMSAMPIREIT. The business, financial condition or results of operations of AIMSAMPIREIT could be materially and adversely affected by any of these risks.*

Risks Relating to the Acquisition

(1) *The due diligence exercise prior to the Acquisition may not have identified all material defects, breaches of laws and regulations and other deficiencies*

There can be no assurance that any reviews, surveys or inspections (if any) conducted by the Independent Valuers, technical consultants and surveyors have revealed all defects or deficiencies, including latent defects requiring repair or maintenance, thereby adversely affecting the operations of AIMSAMPIREIT and incurring significant capital expenditures, or payment or other obligations to third parties, other than those disclosed in this Offer Information Statement.

The risk of undisclosed defects, breaches and deficiencies is potentially increased as a result of the time interval between completion of the review, survey and inspection process and the date of this Offer Information Statement.

In addition, the Property may be in breach of laws and regulations (including those in relation to real estate) or fail to comply with certain regulatory requirements, which the Manager’s due diligence investigations did not uncover. As a result, AIMSAMPIREIT may incur additional financial or other obligations in relation to such breaches or non-compliance.

The representations and warranties given by the AMP Capital Business Space REIT Trustee to AIMSAMPIREIT pursuant to the Sale and Purchase Agreement are subject to limitations as to the scope of such representations and warranties, the aggregate liability of the AMP Capital Business Space REIT Trustee in respect of all claims under such representations and warranties, and the period within which such claims can be made. There can be no assurance that AIMSAMPIREIT will be reimbursed under such representations and warranties for all losses or liabilities suffered or incurred by it as a result of the Acquisition. Should AIMSAMPIREIT not be reimbursed for such losses or liabilities, this would in turn adversely affect AIMSAMPIREIT’s operating results and its ability to generate revenue and make distributions to Unitholders.

(2) *The future market value of the Property may differ from the valuation determined by the Independent Valuers*

The Purchase Consideration to be paid by AIMSAMPIREIT for the Property was arrived at on a willing-buyer willing-seller basis after taking into account the independent valuations of the Property, and represents a discount of 1.7% to S\$163.8 million, which is the average of the two independent valuations of the Property by the Independent Valuers.

While the valuations of the Property were conducted using the capitalisation approach, discounted cash flow analysis and direct comparison method, property valuations (including the appraisals conducted by the Independent Valuers) generally include a subjective evaluation of certain factors relating to the relevant properties, such as their relative market positions, their financial and competitive strengths and their physical conditions.

The Independent Valuers' determination of the appraised value of the Property does not guarantee a sale for any part or the whole of the Property at its appraised value at present or in the future. The price at which AIMSAMPIREIT may sell the Property in the future may be lower than the Purchase Consideration.

Further, there can be no assurance that there will be no downward revaluation of the Property in the future. In addition, AIMSAMPIREIT is required to measure investment properties at fair value at each balance sheet date and any change in the fair value of an investment property is recognised in the statements of total return. Although this may not have an impact on distributions to Unitholders or the level of distributable income of AIMSAMPIREIT, the changes in fair value may have an adverse effect on AIMSAMPIREIT's financial results as revaluation losses will be charged to AIMSAMPIREIT's statements of total return in the financial years where there is a significant decrease in the valuation of the Property. A downward revaluation of the Property may also result in an increase in AIMSAMPIREIT's Aggregate Leverage.

(3) *There may not be sufficient compensation to AIMSAMPIREIT for any loss or damage which it may suffer as a result of the issues affecting the Property.*

The Manager has negotiated with the AMP Capital Business Space REIT Trustee for the provision of the indemnity (which is capped at S\$16.0 million) to indemnify and keep the Trustee indemnified against all claims, actions, losses, proceedings, damages, liabilities, demands, costs and expenses suffered or incurred by the Trustee arising directly as a result of the AMP Capital Business Space REIT Trustee carrying out the rectification works within twelve months from Completion or a breach of certain clauses of the Sale and Purchase Agreement (where the same is not caused by or contributed by the Trustee's negligence or default). In the event that the indemnity of S\$16.0 million is insufficient to cover such claims, actions, losses, proceedings, damages, liabilities, demands, costs and expenses suffered or incurred, AIMSAMPIREIT will have to bear the above expenses, and this will in turn materially affect AIMSAMPIREIT's operating results and its ability to generate revenue and make distributions to Unitholders.

Separately, the AMP Capital Business Space REIT Trustee shall use its best endeavours to procure the tenant of the Property to carry out and complete additional repair and maintenance works in respect of the Property, at the tenant's cost and expenses prior to Completion. In the event that such additional repair and maintenance works cannot be completed on or prior to Completion, the AMP Capital Business Space REIT Trustee shall on Completion serve a formal notice on the tenant in respect of the outstanding repair and maintenance works and the Trustee shall have to deal with the tenant with regard to any outstanding repair and maintenance works after Completion without the AMP Capital Business Space REIT Trustee being liable for any claims, costs and expenses in respect thereof. Should AIMSAMPIREIT have to bear the above expenses, this may materially affect AIMSAMPIREIT's operating results and its ability to generate revenue and make distributions to Unitholders.

(4) *The Property has only one master tenant with its master tenancy agreement expiring in December 2012 and AIMSAMPIREIT is reliant on the Property for a substantial portion of its Rental Income*

The Property is currently under a master lease to C&P Holdings Pte Ltd, which will expire in December 2012. The Rental Income from C&P Holdings Pte Ltd accounts for approximately

20.0% of AIMSAMPIREIT's pro forma Rental Income for 1Q FY2011. Any circumstances which adversely affects the operations or business of the master tenant, such as an economic downturn or competition from other industrial spaces in Singapore may adversely affect the ability of the master tenant to pay its rent. This will adversely affect the financial condition and results of AIMSAMPIREIT.

The Manager believes that the underlying occupancy by end users is approximately 95.0% as at 30 June 2010. The current occupants at the Property include logistics service providers such as CEVA, Kuehne+Nagel and Schenker. In the event that the existing occupants of the Property do not enter into individual lease agreements with the Trustee or should the Manager not be able to lease out the Property upon the expiry of the existing master lease to existing occupants of the Property and/or to new tenants, there is no guarantee that replacement tenants may be found on satisfactory terms in a timely manner or at all. The loss of one or more of the major underlying tenants of the Property after the expiry of the existing master lease could result in periods of vacancy which could adversely affect AIMSAMPIREIT's income.

(5) *Potential increased competition from industrial space developments in Singapore could have an adverse effect on AIMSAMPIREIT's financial condition and results of operations upon expiry or early termination of the existing tenancy agreement*

There are many industrial properties in Singapore that compete with AIMSAMPIREIT's properties in attracting and retaining tenants. The Property may also compete with properties that may be developed in the future which may adversely affect the demand and rental rates for space in the Property. Hence, the amount of rent and the terms of new leases entered into with replacement tenants or leases entered into with current underlying tenants may be less favourable than the existing leases. This would in turn adversely affect AIMSAMPIREIT's operating results and its ability to generate revenue and make distributions to Unitholders.

(6) *The Completion of the Acquisition of the Property may be delayed*

An application for a waiver to JTC for the requirement that the AMP Capital Business Space REIT Trustee not dispose of the Property within three years from 12 December 2007 has been submitted. Although Completion is expected to take place after the date of issue of the Rights Units and after the conditions precedents as described earlier have been fulfilled, it is noted that should the waiver of the prohibition requirement by JTC not be granted, Completion will be on 13 December 2010 and AIMSAMPIREIT will not be entitled to any rental income from the Property for the period prior to Completion.

Risks Relating to the Rights Issue

(1) *An active trading market may not develop for the Rights Entitlements and, if a market does develop, the Rights Entitlements may be subject to greater price volatility than the Unit*

A trading period for the Rights Entitlements has been fixed for 23 September 2010 to 1 October 2010. There is no assurance that an active trading market for the Rights Entitlements on the SGX-ST will develop during the Rights Entitlements trading period or that any over-the-counter trading market in the Rights Entitlements will develop. Even if active markets develop, the trading price of the Rights Entitlements, which depends on the trading price of the Units, may be volatile. As the Manager may arrange for the sale of the Rights Entitlements relating to the Units held by Ineligible Unitholders, such sale may give pressure to the trading price of the Rights Entitlements. In addition, the market price of the Rights Entitlements may not reflect their actual value.

(2) *Unitholders who do not or are not able to accept their provisional allotments of Rights Units will experience a dilution in their interest in AIMSAMPIREIT*

If Unitholders do not or are not able to accept their provisional allotments of Rights Units, their proportionate interest in AIMSAMPIREIT will be reduced. Even if a Unitholder sells his Rights Entitlements, or such Rights Entitlements are sold on his behalf, the consideration he receives may not be sufficient to compensate him fully for the dilution of his unitholding as a result of the Rights Issue.

In particular, foreign Unitholders whose registered addresses with CDP are outside Singapore will not be permitted to participate in the Rights Issue by AIMSAMPIREIT. The Trust Deed provides that in relation to any rights issue, the Manager may, in its absolute discretion, elect not to extend an offer of Units under a rights issue to those Unitholders whose addresses, as registered with CDP, are outside Singapore. The Manager may, at its absolute discretion and if it is practicable to do so, arrange for the Rights Entitlements which would otherwise have been provisionally allotted to such Ineligible Unitholders to be sold “nil-paid” on the SGX-ST as soon as practicable after dealings in the Rights Entitlements commence. Such sales may, however, only be effected if the Manager, in its absolute discretion, determines that the proceeds from such sales can at least cover the expenses to be incurred in relation thereto. There is no guarantee that such sale will be successful, and even if successful, the proceeds of any such sale may not be sufficient to compensate him fully for the dilution of his unitholding as a result of the Rights Issue.

Risks Relating to the Enlarged Portfolio¹

(1) *AIMSAMPIREIT owns an equitable interest and not the legal interest in respect of certain properties held by AIMSAMPIREIT which may have an adverse impact on the future marketability of such property*

The leases from JTC (each a “**JTC Lease**”) in respect of 10 Changi South Lane, 56 Serangoon North Avenue 4, 30/32 Tuas West Road, 3 Toh Tuck Link and 1A IBP have not been issued, and as such, the Trustee only holds equitable leasehold titles to these properties. AIMSAMPIREIT therefore has an equitable interest, and not a legal interest, in respect of these properties, which may have an adverse impact on the future marketability of these properties.

(2) *AIMSAMPIREIT may be liable for encroachment on neighbouring properties*

Neither the Trustee nor the Manager has independently verified whether there has been encroachment by any of the structures or boundary walls of each of the properties in the Enlarged Portfolio on neighbouring state or private land.

If there are encroachments, the Trustee may be required to remove the encroachment or reinstate the relevant land, and the cost of such removal or reinstatement may have an adverse impact on the net income of AIMSAMPIREIT.

(3) *The loss of key tenants or a downturn in the businesses of AIMSAMPIREIT’s tenants could have an adverse effect on its financial condition and results of operations*

The five largest tenants of the properties in the Enlarged Portfolio account for approximately 57.3% of AIMSAMPIREIT’s pro forma Rental Income for 1Q FY2011. The Manager expects that AIMSAMPIREIT will be dependent upon these tenants for a significant portion of its Rental Income. Accordingly, AIMSAMPIREIT’s financial condition and results of operations and ability to make distributions may be adversely affected by the bankruptcy, insolvency or downturn in the

¹ “**Enlarged Portfolio**” comprises the Existing Portfolio and the Property.

businesses of one or more of these tenants, as well as the decision by one or more of these tenants not to renew its lease or to terminate its lease before it expires.

Further, the ability of the tenants to pay rental under the leases may in turn be affected by the decision of their sub-tenants not to renew their sub-tenancies. In such an event, AIMSAMPIREIT's Rental Income may be adversely affected. The weighted average lease expiry profile of the Enlarged Portfolio by pro forma Rental Income for 1Q FY2011 is 3.8 years. Leases representing 48.2% of the pro forma Rental Income for 1Q FY2011 will expire in the financial year ending 31 March 2013 ("**FY2013**"). Approximately 68.7% of such leases expiring in FY2013 are due to the expiry of the master leases with United Tech Park Pte Ltd at 8 & 10 Pandan Crescent and C&P Holdings Pte Ltd at the Property.

If a large number of sub-tenants do not renew their sub-tenancies in a year that has a high concentration of sub-tenancy expiries, this would also have a material adverse effect on the relevant property in the Enlarged Portfolio and any consequential increase in tenant defaults may adversely affect AIMSAMPIREIT's Rental Income.

Failure to secure new tenants following expiry of leases may lead to reduced occupancy rates which will in turn reduce AIMSAMPIREIT's Rental Income. In addition, the amount of rent and the terms on which lease renewals and new leases are agreed may be less favourable than current leases. If a large number of tenants do not renew their leases in a year with a high rate of lease expiries, or if new tenants do not enter into leases on terms that are as or more favourable to the terms of the expiring leases, it could have a material adverse effect on a relevant property in the Enlarged Portfolio and could affect AIMSAMPIREIT's financial performance and distributions.

(4) *Leases from JTC, the Housing and Development Board ("HDB"), Ascendas Land (Singapore) Pte Ltd ("Ascendas") and the President of the Republic of Singapore in relation to the properties in the Enlarged Portfolio contain certain provisions that may have an adverse effect on the financial condition and results of operations of AIMSAMPIREIT*

Each property in the Enlarged Portfolio which is held under a JTC Lease is subject to terms and conditions ordinarily found in building agreements or agreements for lease entered into or leases granted by JTC such as provisions requiring the lessee:

- to pay monthly rent to JTC at a rate to be reviewed yearly;
- not to use or permit such property in the Enlarged Portfolio to be used otherwise than for such purposes as approved by JTC; and
- not to demise, assign, mortgage, let, sublet or underlet or grant a licence or part with or share the possession or occupation of the whole or part of a property in the Enlarged Portfolio without first obtaining JTC's prior written consent or, with respect to UE Technology Park, without first notifying JTC.

Each property in the Enlarged Portfolio which is held under a lease from HDB (the "**HDB Lease**") is subject to terms and conditions ordinarily found in building agreements entered into or leases granted by HDB such as provisions requiring the lessee:

- to pay monthly rent to HDB at a rate to be reviewed yearly;
- not to use or permit such property in the Enlarged Portfolio to be used otherwise than for such purposes as approved by HDB; and
- not to demise, transfer, assign, mortgage, let, sublet or underlet or license or part with possession of such property in the Enlarged Portfolio or any part thereof and not to effect

any form of reconstruction including any form of amalgamation or merger with or take-over by another company or body without first obtaining the consent of HDB in writing.

A property in the Enlarged Portfolio which is held under a lease from Ascendas is subject to terms which require AIMSAMPIREIT to pay a quarterly rent to Ascendas at a rate to be reviewed yearly.

Each property in the Enlarged Portfolio which is held under a lease from the President of the Republic of Singapore (the “**State Lease**”) is subject to terms and conditions ordinarily found in leases granted by the President of the Republic of Singapore, such as provisions:

- preventing the lessee, without the written approval of the lessor, from using or permitting such property in the Enlarged Portfolio to be used otherwise than as permitted by the terms of the State Lease or in accordance with the written approval obtained from the lessor and the competent planning authority;
- granting the lessor the right of re-entry if the lessee fails to perform or observe any of the terms and conditions of the State Lease. Upon re-entry, the term of the State Lease will cease but without prejudice to any right of action or other remedy that the lessor may have; and
- requiring the lessee to surrender free of cost to the Singapore Government portions of such property in the Enlarged Portfolio that may be required from time to time for certain public uses, such as roads, drainage and other public improvements as may be declared or notified to the lessee.

If AIMSAMPIREIT is required to surrender a portion of or any one of the properties in the Enlarged Portfolio to the Singapore Government, it may have an adverse impact on AIMSAMPIREIT’s Rental Income and the value of AIMSAMPIREIT’s property portfolio.

(5) *The sub-tenancies in respect of properties in the Enlarged Portfolio with existing sub-tenants may not have been properly approved by or notified to JTC and/or HDB*

The tenants of some of the properties have sub-tenanted and may sub-tenant out parts of the properties to third parties. Some of the sub-tenancies in respect of these properties may not have been approved by or notified to, as the case may be, JTC under the relevant JTC Lease or HDB under the relevant HDB lease or any other landlord, or where approval is necessary and has been obtained, the terms of the approval (including duration of sub-tenancy, term of sub-tenancy and permitted use) may not reflect the actual terms of the sub-tenancy (including the duration and term of the sub-tenancy or the permitted use under such sub-tenancy). This may be a breach of the respective JTC Lease or HDB Lease or lease with any landlord, which may give rise, *inter alia*, to a right of re-entry by the landlord.

(6) *The properties in the Enlarged Portfolio may be affected by contamination and other environmental issues*

While the Manager believes that reasonable environmental due diligence investigations have been conducted with respect to the properties in the Enlarged Portfolio prior to their acquisition, the properties in the Enlarged Portfolio and other properties owned by AIMSAMPIREIT may from time to time be affected by contamination or other environmental issues which may not previously have been identified and/or rectified. This gives rise to a number of risks including:

- the risk of prosecution by relevant authorities;
- the requirement for unbudgeted additional expenditure to remedy such issues; and

- the adverse impact on the financial position of tenants arising from the above, affecting their ability to trade and meet their tenancy obligations.

(7) *Physical damage to the properties in the Enlarged Portfolio may disrupt the business and operations of those properties in the Enlarged Portfolio and AIMSAMPIREIT*

Physical damage to the properties in the Enlarged Portfolio resulting from fire or other causes may lead to a significant disruption to the business or operation of the properties in the Enlarged Portfolio and result in an adverse impact on the financial condition and results of operations of AIMSAMPIREIT.

(8) *AIMSAMPIREIT may not be able to extend the terms of the underlying land leases of certain properties in the Enlarged Portfolio which contain options to renew*

The underlying leases of certain of the properties in the Enlarged Portfolio contain a covenant by the relevant lessor thereof to grant a further term following the expiry of the current lease term subject to the satisfaction of certain conditions, such as there being no breach of any terms and conditions of the underlying leases and that certain fixed investment criteria in respect of the properties in the Enlarged Portfolio are fulfilled.

While AIMSAMPIREIT had, where applicable, required the then vendors, at the time of the acquisition of the relevant properties in the Enlarged Portfolio to provide written confirmation of the relevant head lessor (namely, JTC or HDB, as the case may be) that the pertinent fixed investment criteria had been fulfilled, there can be no assurance that such conditions for extension have been or will be satisfied or that AIMSAMPIREIT's tenants while in occupation of the premises have not been or will not be in breach of the terms and conditions of the underlying leases or that any such breach has been or will be rectified in time or at all.

If AIMSAMPIREIT for whatever reason is not able to extend the lease term of the underlying leases of any of these properties in the Enlarged Portfolio, AIMSAMPIREIT will have to surrender such property in the Enlarged Portfolio to its lessor upon expiry of the original lease term. The value of the properties in the Enlarged Portfolio, and consequentially the asset value underlying the Units, may be substantially reduced upon such surrender. Any potential income expected after the extension of the lease term will not be realised. In addition, AIMSAMPIREIT may be required to incur substantial amounts of money to reinstate a property in the Enlarged Portfolio to a state and condition acceptable to the relevant lessor, including the demolition of any existing building and/or reinstatements thereof on a property in the Enlarged Portfolio.

(9) *The Rental Income earned from, and the value of, the properties in the Enlarged Portfolio may be adversely affected by a number of factors*

The Rental Income earned from, and the value of, the properties in the Enlarged Portfolio may be adversely affected by a number of factors, including:

- vacancies following expiry or termination of leases or licences that lead to lower occupancy rates which reduce AIMSAMPIREIT's Rental Income and its ability to recover certain operating costs through charge-out collections;
- the Manager's ability to collect rent or licence fees from tenants and licensees on a timely basis or at all;
- the amount and extent to which AIMSAMPIREIT is required to grant rebates on rental rates to tenants, due to market pressure;

- tenants seeking the protection of bankruptcy laws which could result in delays in receipt of rent payments, inability to collect rentals at all or delays in the termination of the tenant's lease, or which could hinder or delay the sale of a property in the Enlarged Portfolio or the re-letting of the relevant premises;
- the amount of rent payable by tenants and the terms on which lease renewals and new leases are agreed being less favourable than current leases;
- the national and international economic climate and real estate market conditions (such as oversupply of, or reduced demand for, industrial space, the Singapore Government's release of land, changes in market rental rates and operating expenses for the properties in the Enlarged Portfolio);
- the Manager's ability to provide adequate management and maintenance or to purchase adequate insurance;
- tenants or sub-tenants failing to comply with the terms of their leases or sub-leases;
- bankruptcy, insolvency or downturn in the business of tenants or sub-tenants which may cause any of them not to renew their leases or sub-leases or to terminate them before they expire;
- competition for tenants from other similar properties which may affect rental levels or occupancy levels at the properties in the Enlarged Portfolio;
- changes in laws and governmental regulations in relation to real estate, including those governing usage, zoning, taxes and government charges. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance. Rights relating to the relevant properties in the Enlarged Portfolio may also be restricted by legislative actions, such as revisions to building standards laws or town planning laws, or the enactment of new laws relating to contamination and redevelopment; and
- acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases and other events beyond the control of the Manager.

(10) AIMSAMPIREIT's properties in the Enlarged Portfolio are predominantly located in Singapore, which exposes AIMSAMPIREIT to economic and real estate conditions in Singapore

The properties in the Enlarged Portfolio are situated in Singapore, with the exception of Asahi Ohmiya Warehouse which is situated in Japan. This exposes AIMSAMPIREIT to the risk of a prolonged downturn in economic and real estate conditions in Singapore. The value of these properties in the Enlarged Portfolio may also be adversely affected by a number of local real estate conditions, such as oversupply and other competing commercial and industrial properties or reduced demand from tenants.

There are numerous business parks and light industrial properties in Singapore that compete with the properties in the Enlarged Portfolio in attracting tenants.

If competing properties of a similar type are built in the areas where the properties in the Enlarged Portfolio are located or similar properties in their vicinity are substantially upgraded and refurbished, the value of certain properties in the Enlarged Portfolio could be adversely affected.

In addition, AIMSAMPIREIT's financial condition and results of operations may be adversely affected by competition for business and direct investment from other Asian countries such as

China, India, Malaysia, Indonesia, Thailand, Vietnam or the Philippines, where the cost of operating a business and rental and property rates may be substantially lower than those in Singapore. There can be no assurance that prospective or current tenants will not seek properties in locations outside of Singapore, which could have an adverse effect on AIMSAMPIREIT's financial condition and results of operations, with a consequential adverse effect on AIMSAMPIREIT's ability to make expected distributions to Unitholders.

(11) Amenities and transportation infrastructure near properties in the Enlarged Portfolio may be closed, relocated or terminated, or the commencement of their operations may be delayed

The proximity of amenities, transportation infrastructure such as train stations and bus interchanges and shuttle services to properties in the Enlarged Portfolio influence the demand for and hence the occupancy of the properties in the Enlarged Portfolio.

There is no assurance that the amenities, transportation infrastructure and shuttle services will not be closed, relocated or terminated in the future, or the commencement of their operations will not be delayed.

(12) Renovation works or physical damage to properties in the Enlarged Portfolio may disrupt the operations of AIMSAMPIREIT and collection of rental income or otherwise result in an adverse impact on the financial condition of AIMSAMPIREIT

The quality and design of the properties in the Enlarged Portfolio have a direct influence over the demand for space and the rental rates of such properties.

The properties in the Enlarged Portfolio may need to undergo renovation works from time to time to retain their attractiveness to tenants. They may also require unforeseen ad hoc maintenance or repairs in respect of faults or problems that may develop over structural defects or other parts of the buildings or because of new planning laws or regulations. The costs of maintaining a property and the risk of unforeseen maintenance or repair requirements tend to increase over time as the building ages.

Furthermore, while the Manager and the Property Manager will endeavour to keep any disruptions caused by such renovation works to a minimum, the operations of such properties in the Enlarged Portfolio may still suffer some disruption and it may not be possible to collect the full rate of, or, as the case may be, any rental income on space affected by such renovation works. If any leases are due for renewal at that time, the existing tenants may either choose not to renew the leases upon its expiry or negotiate for lower rentals and this will adversely affect the revenue of the affected property.

In addition, physical damage to properties in the Enlarged Portfolio resulting from fire or other causes may lead to a significant disruption to the operations of properties in the Enlarged Portfolio, and together with the foregoing, may result in an adverse impact on AIMSAMPIREIT's financial condition, results of operations and its level of distributable income.

(13) Losses or liabilities from latent building or equipment defects may adversely affect earnings and cash flow

Design, construction or other latent property or equipment defects in properties in the Enlarged Portfolio may require additional capital expenditure, special repair or maintenance expenses or the payment of damages or other obligations to third parties, other than those disclosed in this Offer Information Statement.

Costs or liabilities arising from such property or equipment defects may involve significant and potentially unpredictable patterns and levels of expenditure which may have a material adverse effect on AIMSAMPIREIT's earnings and cash flows.

Statutory or contractual representations, warranties and indemnities given by any seller of real estate are unlikely to afford satisfactory protection from costs or liabilities arising from such property or equipment defects. All of these factors could have an adverse effect on the business, financial condition and AIMSAMPIREIT's results of operations and its level of distributable income.

(14) AIMSAMPIREIT's properties or part thereof may be acquired compulsorily

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

- (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.

The compensation to be awarded pursuant to any compulsory acquisition would be based on the lowest of: (a) the market value of the property as at 1 January 1995; (b) the market value of the property as at the date of the publication in the Singapore Government Gazette of the notification of the likely acquisition of the land (provided that within six months from the date of publication, a declaration of intention to acquire is made by publication in the Singapore Government Gazette); and (c) the market value of the property as at the date of publication in the Singapore Government Gazette of the declaration of intention to acquire.

Accordingly, if the market value of a property (or part thereof) is greater than the lowest of the market values referred to above, the compensation paid in respect of the property will be less than its market value. In such event, such compulsory acquisitions would have an adverse effect on the value of AIMSAMPIREIT's property portfolio.

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

(15) AIMSAMPIREIT's future acquisitions may be located elsewhere in Asia, which exposes AIMSAMPIREIT to economic and real estate market conditions and changes in fiscal policies in such other countries

The Manager's principal investment objective is to own and invest in a diversified portfolio of income-producing real estate located throughout Asia that are primarily used for industrial purposes.

Investment in properties in such other countries will expose AIMSAMPIREIT to local real estate market conditions in these countries. An economic decline in any one or more of the countries in which the properties of AIMSAMPIREIT are located could adversely affect AIMSAMPIREIT's operations and future growth. Other local real estate market conditions which may adversely affect AIMSAMPIREIT's performance include the attractiveness of competing industrial properties, the supply of industrial properties and demand from tenants.

Further, AIMSAMPIREIT will be subject to foreign real estate laws, securities laws, tax laws, any applicable laws relating to foreign exchange and related policies and any unexpected changes to the same. There might be a negative impact on AIMSAMPIREIT's investments located in a foreign country as a result of measures and policies adopted by the relevant foreign governments and authorities at the local and national levels, including the imposition of foreign exchange restrictions. There is the risk that AIMSAMPIREIT will not be able to repatriate the income and gains derived from investment in real estate and other assets in these foreign countries. It may also be difficult to obtain legal protection and recourse in some countries.

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

(16) AIMSAMPIREIT may be exposed to risks associated with exchange rate fluctuations between the currencies of the countries in which AIMSAMPIREIT invests and the Singapore dollar

AIMSAMPIREIT's future foreign investments may be denominated in foreign currencies. However, AIMSAMPIREIT will maintain its financial statements in Singapore dollars, will make distributions in Singapore dollars and its Unit price will remain in Singapore dollars. A substantial proportion of its expenses and liabilities will also be denominated in Singapore dollars. AIMSAMPIREIT will therefore be exposed to risks associated with exchange rate fluctuations between the Singapore dollar and the local currency of any foreign country in which AIMSAMPIREIT invests.

(17) Major natural catastrophes may materially disrupt and adversely affect the business and operations of the properties in the Enlarged Portfolio

Severe weather conditions and natural disasters may affect the operations of the properties in the Enlarged Portfolio. These events may cause substantial structural and physical damage to the properties in the Enlarged Portfolio, resulting in expenses to repair the damage caused. The environmental conditions may also cause disruptions, affect investments and result in various other adverse effects on the relevant economies in general. This could materially and adversely affect AIMSAMPIREIT's business, financial condition and results of operations.

(18) AIMSAMPIREIT is exposed to general risks associated with relying on third-party contractors to provide various services

AIMSAMPIREIT engages third-party contractors to provide various services in connection with its industrial developments and asset enhancement initiatives, including construction, piling and foundation, building and property fitting-out works, alterations and additions, interior decoration, installation of air-conditioning units and lifts, and gardening and landscaping works. AIMSAMPIREIT 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 AIMSAMPIREIT 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 AIMSAMPIREIT. There can also be no assurance that the services rendered by the third-party contractors will always be satisfactory or match AIMSAMPIREIT's targeted quality levels.

All of these factors could have an adverse effect on the business, financial condition and results of operations of AIMSAMPIREIT.

(19) The properties in the Enlarged Portfolio may be affected or damaged by acts of terrorism

Following the terrorist attacks in the United States in 2001, subsequent attacks in Mumbai, India in 2008 and the recent attack in Baghdad, Iraq in February 2010, there is a heightened risk of terrorism in the world. Various properties owned by AIMSAMPIREIT may be affected or damaged by acts of terrorism. Where such damage occurs, this may lead to a significant disruption to the business or operation of the relevant properties in the Enlarged Portfolio and result in an adverse impact on the financial condition and results of operations of AIMSAMPIREIT. In such an event, the net income of AIMSAMPIREIT may be adversely affected.

Risks Relating to Investing in Real Estate

(1) Properties held by AIMSAMPIREIT may be subject to increases in operating and other expenses

AIMSAMPIREIT's ability to make distributions to Unitholders could be adversely affected if operating and other expenses increase without a corresponding increase in revenues or tenant reimbursements of operating and other costs.

Factors which could increase operating and other costs include:

- increases in the rate of inflation;
- increases in payroll expenses and energy costs;
- increases in property taxes and other statutory charges;
- increases in annual rents and/or service charges payable to the lessors under the land leases for the properties held by AIMSAMPIREIT;
- changes in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies;
- change in direct or indirect tax policies;
- increases in sub-contracted service costs;
- increase in repair and maintenance costs;
- increases in insurance premiums; and
- defects affecting or environmental pollution in connection with, the properties which need to be rectified.

(2) *AIMSAMPIREIT may be adversely affected by the illiquidity of real estate investments*

Real estate investments, particularly investments in high value properties such as those in which AIMSAMPIREIT tends to invest, are relatively illiquid. Such illiquidity may affect AIMSAMPIREIT's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, real estate market or other conditions. This could have an adverse effect on AIMSAMPIREIT's financial condition and results of operations, with a consequential adverse effect on AIMSAMPIREIT's ability to make expected distributions to Unitholders.

(3) *AIMSAMPIREIT may suffer material losses in excess of insurance proceeds*

AIMSAMPIREIT's properties could suffer physical damage caused by fire or other causes, resulting in losses (including loss of rent) which may not be fully compensated by insurance. In addition, certain types of risks (such as war risk and terrorist acts) may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. Should an uninsured loss or a loss in excess of insured limits occur, AIMSAMPIREIT could lose capital invested in the affected property as well as anticipated future revenue from that property. AIMSAMPIREIT would also remain liable for any debt or other financial obligation related to that property. No assurance can be given that material losses in excess of insurance proceeds will not occur in the future. In the event that an uninsured loss or a loss in excess of insured limits occurs, this may have an adverse effect on the value of AIMSAMPIREIT's property portfolio.

Risks Relating to AIMSAMPIREIT's Operations

(1) *AMP Capital is currently a Controlling Unitholder¹ and will, together with the AIMS Financial Group, as co-manager of AIMSAMPIREIT, be able to exercise influence in matters requiring Unitholders' approval*

As at 19 August 2010, AMP Capital indirectly held a 50.0% stake in the Manager and the Property Manager while the AIMS Financial Group held the remaining 50.0% stake and they collectively hold 23.7% of the total number of Units in issue as at the Latest Practicable Date. Each of AMP Capital and the AIMS Financial Group may exercise influence in matters which require Unitholders' approval, for example, the modification, alteration or addition to the provisions of the Trust Deed or the sanction of any issue of Units by the Manager under the Trust Deed, except where they are required by the rules of the Listing Manual, or the SGX-ST to abstain from voting through their stakes in the Manager of AIMSAMPIREIT. As a result, the strategy and activities of AIMSAMPIREIT may be influenced by the overall interests of AMP Capital and the AIMS Financial Group.

Further, given that the Property Funds Appendix requires the removal of a manager of a REIT to be approved by Unitholders by way of passing an Ordinary Resolution, without any Unitholder being disenfranchised, it may be difficult for the Manager (which is jointly held by AMP Capital and the AIMS Financial Group) to be removed as the manager of AIMSAMPIREIT.

(2) *There may be potential conflicts of interests between AIMSAMPIREIT, the Manager, the Property Manager, AMP Capital and the AIMS Financial Group*

There may be potential conflict of interests between AIMSAMPIREIT, the Manager, the Property Manager, AMP Capital and the AIMS Financial Group.

Moreover, AMP Capital or the AIMS Financial Group may in the future sponsor, manage or invest in other investment vehicles which may also compete directly with AIMSAMPIREIT. There can be

¹ "Controlling Unitholder" refers to a person who (i) holds directly or indirectly, 15.0% or more of the nominal amount of Units; or (ii) in fact exercise control over AIMSAMPIREIT, as defined in the Listing Manual.

no assurance that conflict of interests will not arise between AIMSAMPIREIT and AMP Capital or the AIMS Financial Group in the future whether in relation to the future acquisition of properties or in relation to competition for tenants.

(3) *The Manager may not be able to implement its investment strategy for AIMSAMPIREIT*

AIMSAMPIREIT's principal investment objective is to own and invest in a diversified portfolio of income-producing real estate located throughout Asia that are primarily used for industrial purposes.

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

The Manager may not be able to make acquisitions or investments on favourable terms or within a desired time frame. AIMSAMPIREIT will be relying on external sources of funding to expand its asset portfolio, which may not be available on favourable terms, or at all. As such, AIMSAMPIREIT's ability to make new property acquisitions under its acquisition growth strategy may be adversely affected. Even if AIMSAMPIREIT were able to successfully make additional property acquisitions or investments, there can be no assurance that AIMSAMPIREIT will achieve its intended return on such acquisitions or investments. Since the amount of borrowings that AIMSAMPIREIT can incur to finance acquisitions is limited by the Property Funds Appendix, such acquisitions are likely to be largely dependent on AIMSAMPIREIT's ability to raise equity capital, which may result in a dilution of Unitholders' holdings.

Potential vendors may also view the prolonged time frame and lack of certainty generally associated with the raising of equity capital to fund any such purchase negatively and may prefer other potential purchasers.

Furthermore, there may be significant competition for attractive investment opportunities from other real estate investors, including industrial property development companies, private investment funds and other real estate investment funds whose investment policy is also to invest in industrial properties. There can be no assurance that AIMSAMPIREIT will be able to compete effectively against such entities.

(4) *AIMSAMPIREIT's strategy of investing primarily in industrial properties may entail a higher level of risk compared to other types of unit trusts that have a more diverse range of investments*

AIMSAMPIREIT's principal strategy is investing in industrial properties. As such, AIMSAMPIREIT will be subject to risks inherent in concentrating on investments in a single industry. The level of risk could be higher compared to other types of unit trusts that have a more diverse range of investments.

A concentration of investments in a portfolio of such industrial properties exposes AIMSAMPIREIT to both a downturn in the real estate market as well as the industrial sector. Such downturns may lead to a decline in occupancy for properties that are primarily used for industrial purposes including those in AIMSAMPIREIT's portfolio thereby affecting AIMSAMPIREIT's Rental Income, and/or a decline in the capital value of AIMSAMPIREIT's portfolio, which will have an adverse impact on distributions to the Unitholders and/or on the results of operations and the financial condition of AIMSAMPIREIT.

(5) *Payment of management fees in cash by AIMSAMPIREIT to the Manager may have an adverse effect on the cash flow of AIMSAMPIREIT and its ability to make distributions to Unitholders*

The Manager is entitled to management fees, comprising, *inter alia*, a base fee and a performance fee, which shall be paid to the Manager in the form of cash and/or Units (as the Manager may elect prior to each such payment) out of the Deposited Property and in such proportion as may be determined by the Manager.

If AIMSAMPIREIT is required to pay a large amount of management fees in cash, it may have a material adverse impact on AIMSAMPIREIT's cash flow, financial condition and results of operations as well as its ability to make distributions to Unitholders, and the Unit price may be materially and adversely affected as a result.

(6) *AIMSAMPIREIT depends on certain key personnel, and the loss of any key personnel may adversely affect its operations*

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

(7) *Uncertainties and instability in global market conditions could adversely affect AIMSAMPIREIT's business, financial condition and results of operations*

The global credit markets and the U.S. sub-prime residential mortgage market have 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. These and other related events have had a significant impact on the global capital markets associated not only with asset-backed securities but also with the global credit and financial markets as a whole. These events could adversely affect AIMSAMPIREIT, including:

- a negative impact on the ability of the tenants of AIMSAMPIREIT to pay their rents in a timely manner;
- a loss of tenants, thus reducing AIMSAMPIREIT's cash flow;
- an increase in counterparty risk; and
- an increased likelihood that one or more of AIMSAMPIREIT's banking syndicate or insurers may be unable to honour their commitments to AIMSAMPIREIT.

(8) *There is no assurance that the current rating given to AIMSAMPIREIT by Moody's will be maintained or that the rating will not be reviewed, downgraded, suspended or withdrawn in the future*

AIMSAMPIREIT is currently assigned a corporate credit rating of "Ba2" by Moody's with a stable rating outlook.¹

¹ **Source:** Press release from Moody's dated 28 December 2009. Moody's has not provided its consent, for purposes of Section 249 (read with Section 302) of the SFA, to the inclusion of the information extracted from the relevant press releases published by it and therefore is not liable for such information under Sections 253 and 254 (both read with Section 302) of the SFA. While the Manager has taken reasonable actions to ensure that the information from the relevant press releases published by Moody's is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such press releases, none of the Manager, the Sole Financial Adviser, the Joint Bookrunners and Underwriters or any other party has conducted an independent review of the information contained in such press releases or verified the accuracy of the contents of the relevant information.

The rating assigned by Moody's is based on the views of Moody's only. Future events could have a negative impact on the rating of AIMSAMPIREIT and prospective investors should be aware that there is no assurance that the rating given will continue or that the rating would not be reviewed, downgraded, suspended or withdrawn as a result of future events or judgment on the part of Moody's. A downgrade or withdrawal of the credit rating assigned by Moody's may have a negative impact on the trading price of the Units and may lead to AIMSAMPIREIT being unable to obtain future credit on competitive terms.

(9) *AIMSAMPIREIT may not be able to control or exercise any influence over entities in which it has minority interests*

AIMSAMPIREIT may, in the course of future acquisitions, acquire minority interests in real estate-related investment entities. There can be no assurance that AIMSAMPIREIT will be able to control such entities or exercise any influence over the assets of such entities or their distributions to AIMSAMPIREIT. Such entities may develop objectives which are different from those of AIMSAMPIREIT and may not be able to make distributions. The management of such entities may make decisions regarding the entities they control which could, in turn, adversely affect the operations of AIMSAMPIREIT and its ability to make distributions to Unitholders.

(10) *The amount AIMSAMPIREIT may borrow is limited, which may affect the operations of AIMSAMPIREIT*

Under the current restrictions set out in the Property Funds Appendix, AIMSAMPIREIT is permitted to borrow only up to 35.0% of the value of its Deposited Property at the time the borrowing is incurred (and up to a maximum of 60.0% only if a credit rating of the REIT from Fitch Inc., Moody's or Standard and Poor's is obtained and disclosed to the public). AIMSAMPIREIT should maintain and disclose a credit rating so long as its aggregate leverage exceeds 35.0%. A decline in the value of Deposited Property may affect AIMSAMPIREIT's ability to incur further borrowings.

As at 30 June 2010, AIMSAMPIREIT's Aggregate Leverage was 28.8%. AIMSAMPIREIT's Aggregate Leverage will increase to 34.8% on a pro forma basis upon the completion of the Transactions. AIMSAMPIREIT may, from time to time, require further debt financing to achieve its investment strategy and a further decline in the value of the Deposited Property may affect AIMSAMPIREIT's ability to make further borrowings due to the aggregate leverage limits under the Property Funds Appendix.

As one of the conditions of the New Loan, the New Loan shall as at the date of drawdown, not be higher than 38.0% of the combined fair market valuation of AIMSAMPIREIT's 25 Singapore-located properties and the Property, and thereafter throughout the term of the New Loan, it shall not be higher than 45.0% of the fair market valuation of AIMSAMPIREIT's properties from time to time secured for the purpose of the New Loan.

Adverse business consequences of this limitation on borrowings may include:

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

(11) AIMSAMPIREIT may have a higher level of gearing than certain other types of unit trusts

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

Distributions from AIMSAMPIREIT to Unitholders will be computed based on at least 90.0% of AIMSAMPIREIT's taxable income and tax-exempt income, if any (after deduction of applicable expenses). As a result of this distribution policy, AIMSAMPIREIT may not be able to meet all of its obligations to repay any future borrowings through its cash flow from operations. AIMSAMPIREIT 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 AIMSAMPIREIT defaults under such debt facilities, the lenders may be able to declare a default and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided.

If any of AIMSAMPIREIT's property is mortgaged, such property could be foreclosed by the lender or the lender could require a forced sale of the property with a consequent loss of income and asset value to AIMSAMPIREIT.

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, AIMSAMPIREIT will not be able to pay distributions at expected levels to Unitholders or to repay all maturing debt.

AIMSAMPIREIT may be subject to the risk that the terms of any refinancing undertaken will be less favourable than the terms of the original borrowings. AIMSAMPIREIT may also be subject to certain covenants that may limit or otherwise adversely affect its operations and its ability to make distributions to Unitholders. Such covenants may also restrict AIMSAMPIREIT's ability to acquire properties or undertake other capital expenditure or may require it to set aside funds for maintenance or repayment of security deposits.

AIMSAMPIREIT's level of borrowings represents a higher level of gearing as compared to certain other types of unit trusts, such as non-specialised collective investment schemes which invest in equities and/or fixed income instruments. 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 upon refinancing, the interest expense relating to such refinanced indebtedness would increase, thereby adversely affecting AIMSAMPIREIT's cash flow and the amount of funds available for distribution to the Unitholders.

(12) AIMSAMPIREIT may be involved in legal and other proceedings from time to time

AIMSAMPIREIT may be involved from time to time in disputes with various parties such as 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 other proceedings, and may cause AIMSAMPIREIT to suffer additional costs and delays. In the event that such proceedings are resolved in favour of other parties against AIMSAMPIREIT, there may be an adverse impact on AIMSAMPIREIT's financial condition, results of operations and level of distributable income.

(See "General Information — Legal and Arbitration Proceedings" for further details)

(13) If the CMS License of the Manager is cancelled or not renewed by the Authority, the operations of AIMSAMPIREIT will be adversely affected.

The CMS License issued to the Manager is subject to certain conditions and is valid until 31 December 2012 unless otherwise cancelled or renewed. If the CMS License of the Manager is cancelled or not renewed by the Authority, the operations of AIMSAMPIREIT will be adversely affected.

(14) Interest rate risk

AIMSAMPIREIT's exposure to changes in interest rates relates primarily to interest-bearing financial liabilities. Interest rate risk is managed by AIMSAMPIREIT on an on-going basis with the primary objective of limiting the extent to which net interest expense could be affected by an adverse movement in interest rates. Currently, the New Loan is at a margin over SOR.

Any adverse movements in Singapore Dollar interest rates would adversely affect AIMSAMPIREIT's operating results and level of distributable income. As at the Latest Practicable Date, AIMSAMPIREIT has existing interest rate swap contracts with total notional amount of S\$175.0 million whereby AIMSAMPIREIT swaps the floating SOR payable under the New Loan to fixed rates of 1.905% to 1.910%. The existing interest rate swap contracts account for 62.5% of the New Loan. Upon expiry of the existing interest rate swap contracts, there is no assurance that AIMSAMPIREIT will be able to secure interest rate swap contracts at favourable rates or terms.

(15) AIMSAMPIREIT may engage in hedging transactions, which can limit gains and increase exposure to losses

AIMSAMPIREIT may enter into hedging transactions to protect itself or its portfolio from the effects of interest rate and currency exchange fluctuations. Hedging transactions may include entering into interest rate hedging instruments, purchasing or selling futures contracts, purchasing put and call options or entering into forward agreements. Hedging activities may not have the desired beneficial impact on the operations or financial condition of AIMSAMPIREIT.

Hedging could fail to protect AIMSAMPIREIT or adversely affect AIMSAMPIREIT because among others:

- available interest rate hedging may not correspond directly with the interest rate risk for which protection is sought;
- 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 AIMSAMPIREIT'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. Downward adjustments would reduce the NAV of AIMSAMPIREIT.

Hedging involves risks and transaction costs, which may reduce overall returns. These costs increase as the period covered by the hedging increases and during periods of rising and volatile interest rates. These costs will also limit the amount of cash available for distributions to Unitholders.

AIMSAMPIREIT may have to pre-terminate any hedging contracts should there be a change in hedge requirement. Under such circumstances, AIMSAMPIREIT has to settle any loss arising out of the contract in cash and that may have a material adverse impact on AIMSAMPIREIT's cash flow, financial condition and results of operations as well as its ability to make distributions to Unitholders, and the Unit price may be materially and adversely affected as a result.

Risks Relating to an Investment in the Units

(1) The trading price of the Units has been, and may continue to be, volatile

The trading price of the Units has been, and may continue to be, subject to large fluctuations. The trading price of the Units may increase or decrease in response to a number of events and factors, including:

- quarterly variations in operating results;
- changes in financial estimates and recommendations by securities analysts;
- the operating and stock price performance of companies in the real estate industry and other REITs;
- developments affecting AIMSAMPIREIT, its tenants or its competitors;
- valuations of the properties held by AIMSAMPIREIT;
- changes to the regulatory system, including the tax system, both generally and specifically in relation to Singapore REITs;
- changes in general economic conditions;
- changes in foreign exchange rates or interest rates;
- changes in accounting policies; and
- other events or factors described in this Offer Information Statement.

These factors may adversely affect the trading price of the Units regardless of AIMSAMPIREIT's operating performance.

(2) The sale or possible sale of a substantial number of Units by Mr George Wang, AMPCIL and the Sub-Underwriting Unitholders in the public market following the expiry of the AIMS Lock-up Restrictions, the AMPCIL Lock-up Restrictions and the Sub-Underwriting Unitholders' Lock-up Restrictions could adversely affect the price of the Units

Immediately following completion of the Rights Issue, AMPCIL will have an effective interest in up to 16.07% of the total number of Units expected to be in issue then. Mr George Wang, through the AIMS Financial Group, will have an effective interest in up to 7.65% of the total number of Units expected to be in issue then. The Sub-Underwriting Unitholders may collectively have an effective interest in up to 49.32% of the total number of Units expected to be in issue upon completion of the Rights Issue assuming they subscribe for the Sub-Underwriting Unitholders' Proportionate Rights Units and assuming that all the additional Rights Units which the Sub-Underwriting Unitholders have agreed to sub-underwrite pursuant to the Sub-Underwriting Unitholders' Sub-Underwriting Agreements have been allocated to them.

Mr George Wang has agreed to the AIMS Lock-Up Restrictions in respect of the AIMS Moratorium Units for the period commencing from the date of the AIMS Pro Rata Undertaking up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST. AMPCIL has agreed to the AMPCIL Lock-up Restrictions in respect of the AMPCIL Moratorium Units for the period commencing from the date of the AMPCIL Sub-Underwriting Agreement up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST. The Sub-Underwriting Unitholders have agreed to the Sub-Underwriting Unitholders' Lock-up Restrictions in respect of the Sub-Underwriting Unitholders' Moratorium Units for the period commencing from the date of the Sub-Underwriting Unitholders' Sub-Underwriting Agreements up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST or the close of the acceptance of, and payment for, the provisional allotments of the Rights Units as determined by the Manager in consultation with the Joint Bookrunners and Underwriters, as the case may be.

The Units are traded on the Main Board of the SGX-ST. If Mr George Wang, AMPCIL and the Sub-Underwriting Unitholders (following the expiry of the AIMS Lock-up Restrictions, the AMPCIL Lock-up Restrictions, and the Sub-Underwriting Unitholders' Lock-up Restrictions respectively or pursuant to any applicable waivers), directly or indirectly sells or is perceived as intending to sell a substantial amount of his/its Units, the market price for the Units could be adversely affected.

(3) *The Singapore Code on Take-overs and Mergers (the "Code") may discourage or prevent certain types of transactions*

The Code contains certain provisions that may delay, deter or prevent a future take-over or change in control of AIMSAMPIREIT. Any person acquiring an interest (either on his or her own or together with parties acting in concert with him or her) in:

- (i) 30.0% or more of the total Units; or
- (ii) when holding not less than 30.0% but not more than 50.0% of the total Units, more than 1.0% of the total Units in any six-month period,

will be required to make a general offer for the remaining Units. These provisions may discourage or prevent certain types of transactions involving an actual or threatened change of control of AIMSAMPIREIT. Some of the Unitholders may, therefore, be disadvantaged as a transaction of that kind might have allowed the sale of Units at a price above the prevailing market price.

(4) *AIMSAMPIREIT may be unable to comply with the terms of the Tax Ruling¹ or the Tax Ruling may be revoked or amended*

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

The Tax Ruling grants tax transparency to the Trustee on Taxable Income² that is distributed to Unitholders provided that at least 90.0% of its Taxable Income is distributed within the year in which income is derived. The Tax Ruling, either in part or in whole, may be revoked or its terms

1 The tax ruling dated 13 November 2006 issued by the IRAS on the taxation of AIMSAMPIREIT and its Unitholders.

2 "Taxable Income" means income chargeable to tax after deduction of the allowable expenses incurred and the tax depreciation claimed on assets used in the generation of income, if any.

may be reviewed and amended by the IRAS at any time. If the Tax Ruling is revoked or if the Trustee is unable to comply with its terms, the Trustee will be subject to tax on its Taxable Income and the tax will be assessed on and collected from the Trustee, in which case distributions to all Unitholders will not be subject to further tax. If the terms of the Tax Ruling are amended, the Trustee may not be able to comply with the new terms imposed and this non-compliance could affect AIMSAMPIREIT's tax transparent status and its ability to distribute its Taxable Income free of tax deducted at source.

(5) *AIMSAMPIREIT is required to distribute at least 90.0% of its Taxable Income and may face liquidity constraints*

The Manager and the Trustee are required by the Tax Ruling to distribute at least 90.0% of AIMSAMPIREIT's Taxable Income. If AIMSAMPIREIT's Taxable Income is greater than its cashflow from operations, it may have to borrow to meet ongoing cashflow requirements in order to distribute at least 90.0% of its Taxable Income since it may not have any reserves to draw on. AIMSAMPIREIT's ability to borrow is, however, limited by the Property Funds Appendix.

(6) *AIMSAMPIREIT may not be able to make distributions to Unitholders or the level of distributions may fall*

The net operating profit earned from real estate investments depends on, *inter alia*, the amount of Rental Income received, and the level of property, operating and other expenses incurred. If the Properties held by AIMSAMPIREIT directly or indirectly do not generate sufficient net operating profit, AIMSAMPIREIT's income, cash flow and ability to make distributions will be adversely affected.

No assurance can be given as to AIMSAMPIREIT's ability to pay or maintain distributions. Neither is there an assurance that the level of distributions will increase over time, that there will be contractual increases in rent under the leases of the Enlarged Portfolio or that the receipt of Rental Income in connection with expansion of the Enlarged Portfolio or future acquisitions of properties will increase AIMSAMPIREIT's cash flow available for distribution to Unitholders.

(7) *Market and economic conditions may affect the market price and demand for the Units*

Movements in domestic and international securities markets, economic conditions, foreign exchange rates and interest rates may affect the market price and demand for the Units. In particular, an increase in market interest rates may have an adverse impact on the market price of the Units if the annual yield on the price paid for the Units gives investors a lower return than other investments. It may be difficult to assess AIMSAMPIREIT's performance against either domestic or international benchmarks.

(8) *Unitholders may bear the effects of tax adjustments on income distributed in prior periods*

Distributions will be based on AIMSAMPIREIT's Taxable Income as computed by the Manager. AIMSAMPIREIT's Taxable Income as computed by the Manager may, however, be subject to adjustment by the IRAS. The effect of this adjustment would mean that AIMSAMPIREIT's actual Taxable Income is either higher or lower than what was computed by the Manager. The difference between AIMSAMPIREIT's actual Taxable Income and AIMSAMPIREIT's Taxable Income as computed by the Manager for the purpose of making a distribution to Unitholders will be added to or deducted from the Taxable Income computed by the Manager for the subsequent distribution to Unitholders. Tax transparency does not apply to gains realised from the divestment of properties that are determined by the IRAS as not capital gains and such gains will be subsequently assessed for taxation by the IRAS. Distributions will only be made out of such gains

after tax has been paid by the Trustee in the case of trading gains or when the full amount of the gains is confirmed as non-taxable by the IRAS.

(9) The Manager is not obliged to redeem Units

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

(10) The NAV of the Units may be diluted if further issues are priced below the current NAV

The Trust Deed contemplates that new issues of Units may occur, the offering price for which may be above, at or below the then current NAV per Unit. Where new Units are issued at less than NAV, including Units issued to the Manager in payment of its management fees, the NAV of existing Units may be diluted.

(11) Corporate disclosure, accounting and governance standards in Singapore may differ from those in other countries

There may be less publicly available information about Singapore REITs and public companies such as AIMSAMPIREIT and the Manager, respectively, than is regularly made available by REITs or public companies in other jurisdictions. In addition, AIMSAMPIREIT's pro forma financial information has been, and financial information reported in the future will be, prepared in accordance with Singapore Generally Accepted Accounting Principles, which differs in certain significant respects from generally accepted accounting principles in other jurisdictions. Corporate governance standards in Singapore may also differ from those in other jurisdictions.

(12) The Manager may change AIMSAMPIREIT's investment strategy

AIMSAMPIREIT's policies with respect to certain activities, including investments and acquisitions, will be determined by the Manager. The Manager has stated its intention to invest in a diversified portfolio of income-producing real estate located throughout Asia that are primarily used for industrial purposes, including but not limited to warehousing, manufacturing and distribution activities. The Manager however may from time to time amend the investment strategy and policies of AIMSAMPIREIT if it determines that such change is in the best interest of AIMSAMPIREIT and its Unitholders without seeking Unitholders' approval. There are risks and uncertainties with respect to the selection of investments and implementation of new investment strategies.

(13) Accounting standards in Singapore are subject to change

The financial statements of AIMSAMPIREIT may be affected by the introduction of new or revised accounting standards. The extent and timing of these changes in accounting standards are currently unknown. The Manager has not quantified the effects of such possible changes and there can be no assurance that these changes will not have a significant impact on the presentation of AIMSAMPIREIT's financial statements or on AIMSAMPIREIT's financial condition and results of operations. In addition, such changes may adversely affect the ability of AIMSAMPIREIT to make distributions to Unitholders.

(14) The actual performance of AIMSAMPIREIT and the Enlarged Portfolio could differ materially from the pro forma statements in this Offer Information Statement

This Offer Information Statement contains pro forma statements regarding the pro forma performance of AIMSAMPIREIT and the Enlarged Portfolio. These pro forma statements are based on historical data and a number of assumptions. As a result, actual results and performance may differ materially from that in the pro forma statements.

(15) AIMSAMPIREIT may be affected by the introduction of new or revised legislation, regulations, guidelines or directions affecting REITs

AIMSAMPIREIT may be affected by the introduction of new or revised legislation, regulations, guidelines or directions affecting REITs in general. There is no assurance that the Authority or any other relevant authority will not introduce new legislation, regulations, guidelines or directions which would adversely affect REITs generally, or AIMSAMPIREIT specifically.

(16) There is no assurance that the Units will remain listed on the SGX-ST or that there will be a liquid market for the Units

Although it is currently intended that the Units will remain listed on the SGX-ST, there is no guarantee of the continued listing of the Units. AIMSAMPIREIT may not continue to satisfy any continuing listing obligations under the Listing Manual. As a result, there may not be a liquid market for the Units.

GENERAL INFORMATION

Legal and Arbitration Proceedings

Excalibur Holdings (S) Pte Ltd

The Trustee and the AMP Capital Business Space REIT Trustee (in its capacity as the vendor of 23 Tai Seng Drive) have commenced legal proceedings in the High Court of Singapore on 25 June 2010 against Excalibur. The Trustee and the AMP Capital Business Space REIT Trustee are seeking orders from the court, including an order that the Settlement Agreement entered into by Excalibur and the AMP Capital Business Space REIT Trustee is valid, and for an order that Excalibur vacates and delivers that part of the premises at 23 Tai Seng Drive, Singapore 535224 which it presently occupies. The proceedings are being contested by Excalibur who has raised various allegations, including allegations of counterclaims, which are denied by the Trustee and the AMP Capital Business Space REIT Trustee. As at the Latest Practicable Date, the court hearing regarding the validity of Excalibur's allegations has not commenced.

The Manager believes that the above legal proceedings will not have any material impact on the financial position of AIMSAMPIREIT as the Trustee and the AMP Capital Business Space REIT Trustee (in its capacity as the vendor of 23 Tai Seng Drive) have, by the Supplemental Deed agreed, *inter alia*, that it is a fundamental condition of the assignment of the Settlement Agreement that AIMSAMPIREIT's financial position as landlord of 23 Tai Seng Drive would be the same or no worse than if 23 Tai Seng Drive was still tenanted by Excalibur under the original master tenancy agreement, subject to the terms and conditions of the Supplemental Deed.

(See "Information Relating to AIMSAMPIREIT – Development of AIMSAMPIREIT" for further details)

CIT Cosmeceutical Pte. Ltd.

The Trustee, pursuant to the terms under a lease agreement entered into with CIT Cosmeceutical Pte. Ltd. in relation to 2 Ang Mo Kio Street 65, Singapore 569058, commenced legal proceedings in the High Court of Singapore on 29 June 2010 against CIT Cosmeceutical Pte. Ltd. and Mr Willy Wang Wen-Chin for, amongst other things, arrears in rental and repossession of 2 Ang Mo Kio Street 65, Singapore 569058. Rental income from this tenant accounts for 1.9% of AIMSAMPIREIT's pro forma Rental Income for 1Q FY2011. As at the Latest Practicable Date, legal proceedings are still pending.

Nova Engineering & Logistics Pte. Ltd.

The Trustee commenced legal proceedings in the High Court of Singapore on 29 July 2010 against its former tenant, Nova Engineering & Logistics Pte. Ltd. in relation to 7 Clementi Loop, Singapore 129811 for arrears in rental. Rental income from this tenant accounts for 2.3% of AIMSAMPIREIT's pro forma Rental Income for 1Q FY2011. As at the Latest Practicable Date, legal proceedings are still pending.

Save as disclosed above, to the best of the Manager's knowledge and belief, there are no legal or arbitration proceedings, including those which are pending or known to be contemplated, which, in the opinion of the Manager, may have or have had in the last 12 months immediately preceding the date of lodgement of this Offer Information Statement, a material effect on the financial position or profitability of AIMSAMPIREIT.

Material Contracts

There were no material contracts entered into by the Trustee or the Manager, other than contracts entered into in AIMSAMPIREIT's ordinary course of business, for the period of two years before the date of lodgement of this Offer Information Statement, save for:

- the Underwriting Agreement dated 20 August 2010 entered into between the Manager and the Joint Bookrunners and Underwriters in relation to the Rights Issue for the fees as described in this Offer Information Statement;
- the AIMS Pro Rata Undertaking dated 20 August 2010 provided by Mr George Wang, who ultimately controls the AIMS Financial Group, to the Manager and the Joint Bookrunners and Underwriters in relation to the Rights Issue at a nominal consideration of S\$1.00, agreed to procure that one or more of his nominee(s) subscribe for the AIMS Proportionate Rights Units;
- the AMPCIL Pro Rata Undertaking dated 20 August 2010 provided by AMPCIL to the Manager and the Joint Bookrunners and Underwriters in relation to the Rights Issue at a nominal consideration of S\$1.00, pursuant to which AMPCIL agreed to subscribe for the AMPCIL Proportionate Rights Units;
- the Sub-Underwriting Unitholders' Pro Rata Undertakings dated 20 August 2010 provided by each of the Sub-Underwriting Unitholders to the Manager and the Joint Bookrunners and Underwriters in relation to the Rights Issue at a nominal consideration of S\$1.00, pursuant to which the Sub-Underwriting Unitholders agreed to respectively subscribe for the Rights Units represented by their Rights Entitlements;
- the placement agreement dated 5 November 2009, as supplemented by a supplemental agreement dated 23 November 2009, each entered into between AMPCIL and the Manager pursuant to which AMPCIL agreed to subscribe for 78,571,429 AMP Capital Investment Units at an issue price of S\$0.280 per AMP Capital Investment Unit;
- the underwriting agreement dated 5 November 2009 entered into between the Manager, Cazenove, Macquarie and NAB in relation to the Cornerstone Investments and the 2009 Rights Issue for aggregate fees of approximately S\$5.5 million;
- the AMP Capital Pro Rata Undertaking dated 5 November 2009 provided by AMPCIL to the Manager, Cazenove, Macquarie and NAB in relation to the 2009 Rights Issue at a nominal consideration of S\$1.00 pursuant to which AMPCIL agreed to subscribe for all of its own provisional allotment of Rights Units under the 2009 Rights Issue; and
- the pro rata undertaking dated 5 November 2009 provided by GWCH to the Manager, Cazenove, Macquarie and NAB in relation to the 2009 Rights Issue at a nominal consideration of S\$1.00, pursuant to which GWCH agreed to subscribe for all of MCK's, MCKFM's and its own provisional allotment of Rights Units under the 2009 Rights Issue.

Breach of Terms and Conditions or Covenants of Credit Arrangement or Bank Loan

To the best of the Manager's knowledge and belief, AIMSAMPIREIT is not in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect AIMSAMPIREIT's financial position and results or business operations, or the investments by Unitholders.

Significant Changes

Save as disclosed in this Offer Information Statement, to the best of the Manager's knowledge and belief, no event has occurred from 30 June 2010, being the last day of the period covered by the 1Q FY2011 Unaudited Financial Statements, to the Latest Practicable Date, which may have a material effect on the financial position and results of AIMSAMPIREIT.

Trading of Units

The Manager is not aware of any significant trading suspension on the SGX-ST from the Listing Date to the Latest Practicable Date.

The Manager believes that Units are regularly traded on the SGX-ST.

Statement by Experts

The two independent valuations of the Property as mentioned in “Information Relating to the Acquisition”, were prepared by CBRE and Colliers respectively for the purpose of, among others, incorporation in this Offer Information Statement. CBRE and Colliers, as the Independent Valuers, have each given, and have not, before the lodgement of this Offer Information Statement, withdrawn their respective written consent to the issue of this Offer Information Statement with the inclusion of its name and all references to name and the valuation of the Property prepared by it in the form and context in which they are included in this Offer Information Statement.

Consents from Issue Managers and Underwriters

Each of Standard Chartered and Macquarie has given, and has not, before the lodgement of this Offer Information Statement, withdrawn its written consent to being named in this Offer Information Statement as a Joint Bookrunner and Underwriter for the Rights Issue.

Authority to Issue Rights Units

The Manager’s authority to issue the Rights Units is pursuant to the general unit issue mandate that it has obtained from Unitholders at the annual general meeting of AIMSAMPIREIT on 30 June 2010.

Miscellaneous

AIMSAMPIREIT is subject to the Code on Collective Investment Schemes issued by the Authority. The Code on Collective Investment Schemes can be found on the website of the Authority at www.mas.gov.sg.

Save as disclosed in this Offer Information Statement, including the Appendices to this Offer Information Statement, the Manager is not aware of any other matters which could materially affect, directly or indirectly, the operations or financial position or results of AIMSAMPIREIT or Unitholders.

Statements contained in this Offer Information Statement which do not state historical facts may be forward-looking statements. Such statements are based on certain assumptions and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecasts. See the sections entitled “Forward-Looking Statements” and “Risk Factors” for further details. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by the Manager or any other person or that these results will be achieved or are likely to be achieved.

As there may be prohibitions or restrictions against the offering of Rights Units in certain jurisdictions (other than Singapore), only Eligible Unitholders are eligible to participate in the Rights Issue. Please refer to the section entitled “Eligibility of Unitholders to Participate in the Rights Issue” for further information.

This page has been intentionally left blank.

In relation to this Offer Information Statement

Dated 22 September 2010

Directors of AIMS AMP Capital Industrial REIT Management Limited
(as manager of AIMS AMP Capital Industrial REIT)

Mr George Wang
Non-Independent, Non-Executive Chairman

Mr Tan Kai Seng
Independent, Non-Executive Director

Mr Norman Ip Ka Cheung
Independent, Non-Executive Director

Mr Eugene Paul Lai Chin Look
Independent, Non-Executive Director

Mr Simon Laurence Vinson
Non-Independent, Non-Executive Director

Mr Peter Graham Sugden
Non-Independent, Non-Executive Director

Ms Giam Lay Hoon
Non-Independent, Non-Executive Director

Mr Nicholas Paul McGrath
Executive Director and
Chief Executive Officer

GLOSSARY

For the purpose of this Offer Information Statement, the following definitions apply throughout unless the context otherwise requires or otherwise stated:

1A IBP	:	The property located at 1A International Business Park Singapore 609933 (previously known as Private Lot A2339601 at Plot 4A in International Business Park, Singapore)
1Q FY2010	:	The financial quarter ended 30 June 2009
1Q FY2010 Unaudited Financial Statements	:	The unaudited financial statements of the Group for 1Q FY2010
1Q FY2011	:	The financial quarter ended 30 June 2010
1Q FY2011 Unaudited Financial Statements	:	The unaudited financial statements of the Group for 1Q FY2011
2009 Rights Issue	:	The issue of 975,627,332 new Units on 24 December 2009 on a fully underwritten and renounceable basis to Eligible Unitholders on the basis of two (2) new Units for every one (1) existing Unit held as at 5.00 p.m. on 30 November 2009 at S\$0.159 per new Unit, raising gross proceeds of S\$155.1 million
Acquisition	:	The proposed acquisition of the Property by AIMSAMPIREIT
Acquisition Fee	:	The acquisition fee which the Manager will be entitled under Clause 14.2.1(i) of the Trust Deed to receive from AIMSAMPIREIT upon completion of the Acquisition
Aggregate Leverage	:	The ratio of the total borrowings and deferred payments (if any) to the value of the Deposited Property
AIMS Financial Group	:	The entities and companies controlled directly or indirectly by Mr George Wang which include GWCH, MCK, MCKFM and AIMS SHPL. As at 20 August 2010, being the date on which Mr George Wang provided the AIMS Pro Rata Undertaking, Mr George Wang's interest in AIMSAMPIREIT was held through GWCH, MCK and MCKFM. On 15 September 2010, MCK and MCKFM transferred all their Units to AIMS SHPL
AIMS Lock-up Restrictions	:	<p>The restriction on Mr George Wang that he will not, during the period commencing from the date of the AIMS Pro Rata Undertaking up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST:</p> <p>(i) offer, sell, contract to sell, or otherwise dispose of (excluding pledging or otherwise encumbering the AIMS Moratorium Units provided that such pledge or encumbrance and the enforcement thereof shall be subject to the terms of the AIMS Pro Rata Undertaking), directly or indirectly any AIMS Moratorium Unit; or</p>

- (ii) enter into a transaction (including a derivative transaction) with a similar economic effect to the foregoing,

other than as required by applicable laws and regulations

AIMS Moratorium Units	:	All the Units held by Mr George Wang, through entities and companies controlled directly or indirectly by him, which include GWCH, MCK and MCKFM, as at the date of the AIMS Pro Rata Undertaking which are subject to the AIMS Lock-up Restrictions
AIMS Pro Rata Undertaking	:	The undertaking provided by Mr George Wang, who ultimately controls the AIMS Financial Group, on 20 August 2010 to the Manager and the Joint Bookrunners and Underwriters to, directly and/or through one or more of his nominee(s) subscribe for the AIMS Proportionate Rights Units
AIMS Proportionate Rights Units	:	The 39,286,080 Rights Units represented by the AIMS Financial Group's Rights Entitlements
AIMS SHPL	:	AIMS Securities Holdings Pty Ltd
AIMS Sub-Underwriting Agreement	:	The sub-underwriting agreement entered into between GWCH and the Joint Bookrunners and Underwriters on 20 August 2010
AIMSAMPIREIT	:	AIMS AMP Capital Industrial REIT (formerly known as MacarthurCook Industrial REIT), a unit trust constituted in the Republic of Singapore pursuant to a trust deed dated 5 December 2006 (as amended)
AMP Capital	:	AMP Capital Holdings Limited
AMP Capital Business Space REIT Trustee	:	DB International Trust (Singapore) Limited, as trustee of AMP Capital Business Space REIT
AMP Capital Investment	:	The issuance of 78,571,429 new Units on 24 November 2009 to AMPCIL
AMP Capital Investment Units	:	The 78,571,429 new Units issued pursuant to the AMP Capital Investment
AMP Capital Investors	:	AMP Capital Investors International Holdings Limited
AMP Capital Properties	:	Collectively, 23 Tai Seng Drive, Singapore 535224, 3 Toh Tuck Link, Singapore 596228, 56 Serangoon North Avenue 4, Singapore 555581 and 30/32 Tuas West Road, Singapore 638386/638387
AMPCIL	:	AMP Capital Investors (Luxembourg No. 4) S.A.R.L.

AMPCIL Lock-up Restrictions	: The restriction on AMPCIL that it will not, during the period commencing from the date of the AMPCIL Sub-Underwriting Agreement up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST:
	(i) offer, sell, contract to sell, or otherwise dispose of (excluding pledging or otherwise encumbering the AMPCIL Moratorium Units in favour of financial institutions provided that such pledge or encumbrance and the enforcement thereof shall be subject to the terms of the AMPCIL Sub-Underwriting Agreement), directly or indirectly any AMPCIL Moratorium Unit; or
	(ii) enter into a transaction (including a derivative transaction) with a similar economic effect to the foregoing,
	other than as required by applicable laws and regulations
AMPCIL Moratorium Units	: All the Units held by AMPCIL as at the date of the AMPCIL Sub-Underwriting Agreement which are subject to the AMPCIL Lock-up Restrictions
AMPCIL Pro Rata Undertaking	: The undertaking provided by AMPCIL on 20 August 2010 to the Managers and the Joint Bookrunners and Underwriters pursuant to which AMPCIL will subscribe for the AMPCIL Proportionate Rights Units
AMPCIL Proportionate Rights Units	: The 82,500,000 Rights Units represented by AMPCIL's Rights Entitlements
AMPCIL Sub-Underwriting Agreement	: The sub-underwriting agreement entered into between AMPCIL and the Joint Bookrunners and Underwriters on 20 August 2010
AMP Debt Advisor	: AMP Capital Investors (Singapore) Pte. Ltd.
AMP Debt Advisory Agreement	: The conditional services agreement entered into between the Trustee, the Manager and the AMP Debt Advisor on 20 August 2010 pursuant to which the AMP Debt Advisor has been appointed as debt advisor to AIMSAMPIREIT in connection with the New Loan
AMP Debt Advisory Services	: The services provided by the AMP Debt Advisor to AIMSAMPIREIT under the AMP Debt Advisory Agreement
APG	: APG Algemene Pensioen Groep N.V.
ARE	: The application form for Rights Units and Excess Rights Units issued to Eligible Unitholders in respect of their Rights Entitlements under the Rights Issue
ARS	: The application form for Rights Units to be issued to purchasers of the Rights Entitlements under the Rights Issue traded on the SGX-ST under the book-entry (scripless) settlement system

Ascendas	:	Ascendas Land (Singapore) Pte Ltd
ASIC	:	The Australian Securities and Investments Commission
ASX	:	Australian Securities Exchange
ATM	:	Automated teller machine
Authorised Investments	:	Refers to, in general (i) real estate, whether freehold or leasehold, in or outside Singapore, held singly or jointly, and/or by way of direct ownership or by a shareholding in a special purpose vehicle; (ii) any improvement or extension of or addition to, or reconstruction, refurbishment, retrofitting, renovation or other development of any real estate or any building thereon; (iii) real estate related assets, wherever the issuers, assets or securities are incorporated, located, issued or traded; (iv) listed or unlisted debt securities and listed shares or stock and (if permitted by the Authority) unlisted shares or stock of or issued by local or foreign non-property companies or corporations; (v) Government securities (issued on behalf of the Singapore Government or governments of other countries) and securities issued by a supra-national agency or a Singapore statutory board; (vi) cash and cash equivalent items; (vii) financial derivatives only for the purposes of (a) hedging existing positions in AIMSAMPIREIT's portfolio where there is a strong correlation to the underlying investments or (b) efficient portfolio management, provided that such derivatives are not used to gear the overall portfolio of AIMSAMPIREIT or intended to be borrowings of AIMSAMPIREIT; and (viii) any other investment not covered by paragraph (i) to (vii) of this definition but specified as a permissible investment in the Property Funds Appendix and selected by the Manager for investment by AIMSAMPIREIT and approved by the Trustee in writing
Authority	:	Monetary Authority of Singapore
Board	:	The board of directors of the Manager
Bridge Loan	:	The S\$39.9 million bridge loan facility from SCB
Business Day	:	A day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore
C&SAL	:	Cohen and Steers Asia Limited
Cazenove	:	Cazenove & Co. (Singapore) Pte. Limited (now known as Standard Chartered)
CBA	:	Commonwealth Bank of Australia
CBRE	:	CB Richard Ellis (Pte) Ltd
CDP	:	The Central Depository (Pte) Limited

Closing Date	: (i) 7 October 2010 at 5.00 p.m. (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Manager), being the last date and time for acceptance of Rights Entitlements and/or application for Excess Rights Units and payment therefor under the Rights Issue through CDP; (ii) 7 October 2010 at 9.30 p.m. (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Manager), being the last date and time for acceptance of Rights Entitlements and/or application for Excess Rights Units and payment therefor under the Rights Issue through an ATM of a Participating Bank; (iii) 7 October 2010 at 5.00 p.m. (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Manager), being the last date and time for acceptance of and payment for the Rights Units by the renouncee (if acceptance is made through CDP); or (iv) 7 October 2010 at 9.30 p.m. (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Manager), being the last date and time for acceptance of and payment for the Rights Units by the renouncee (if acceptance is made through an ATM of a Participating Bank)
Closing Price	: The closing price of S\$0.230 per Unit on 19 August 2010, being the latest practicable date prior to the issue of the Unitholders' Circular
CMS License	: Capital Markets Services License (License No. CMS100137-1)
Code	: The Singapore Code on Take-overs and Mergers
Colliers	: Colliers International Consultancy & Valuation (Singapore) Pte Ltd
Completion	: The completion of the Acquisition
Controlling Unitholder	: A person who: (i) holds directly or indirectly, 15.0% or more of the nominal amount of Units; or (ii) in fact exercises control over AIMSAMPIREIT, as defined in the Listing Manual
Cornerstone Investments	: The issuance of 142,857,143 new Units on 24 November 2009 to the Cornerstone Investors
Cornerstone Investors	: APG Real Estate Mutual Fund, Indus, USSSL, HHIML, Tolaram Corporation Pte Ltd, C&SAL, Henderson Global Investors (Singapore) Limited and GWCH
Corporations Act	: The Corporations Act 2001 of Australia

CPF	:	Central Provident Fund
CPF Funds	:	CPF Investible Savings
CPFIS	:	CPF Investment Scheme
Deed of Assignment	:	The deed of assignment entered into by the Trustee with the AMP Capital Business Space REIT Trustee on 11 January 2010 pursuant to which the AMP Capital Business Space REIT Trustee had agreed to assign the rights and benefits under the Settlement Agreement to AIMSAMPIREIT
Deposit	:	The non-refundable deposit of S\$1.6 million paid by AIMSAMPIREIT upon the entry into the Sale and Purchase Agreement
Deposited Property	:	The gross assets of AIMSAMPIREIT, including all its Authorised Investments held or deemed to be held under the Trust Deed
Directors	:	The directors of the Manager
DPU	:	Distribution per Unit
Dragon Pacific	:	Dragon Pacific Assets Limited
EEA	:	The European Economic Area
EGM	:	The extraordinary general meeting of Unitholders held at the Pan Pacific Hotel, Pacific 3, Level 1, 7 Raffles Boulevard, Marina Square, Singapore 039595 at 2.00 p.m. on 13 September 2010, approving the matters set out in the Notice of EGM dated 24 August 2010
Electronic Application	:	Acceptance of the Rights Units and (if applicable) application for Excess Rights Units under the Rights Issue made through an ATM of a Participating Bank in accordance with the terms and conditions of this Offer Information Statement
Eligible Unitholders	:	Unitholders with Units standing to the credit of their Securities Account (but do not include securities sub-accounts) and whose registered addresses with CDP are in Singapore as at the Rights Issue Books Closure Date or who have, at least three Market Days prior to the Rights Issue Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents, and such Unitholders who the Manager, on behalf of AIMSAMPIREIT, in consultation with the Joint Bookrunners and Underwriters determine, may be offered Rights Units without breaching applicable securities laws
Enlarged Portfolio	:	Consisting of the Existing Portfolio and the Property
Excalibur	:	Excalibur Holdings (S) Pte Ltd

Excess Rights Units	:	The Rights Units represented by the provisional allotments (A) of (i) Eligible Unitholders who decline, do not accept, and elect not to renounce or sell their Rights Entitlements under the Rights Issue (during the Rights Entitlements trading period prescribed by the SGX-ST) and/or (ii) Ineligible Unitholders which have not been sold during the Rights Entitlements trading period or (B) that have not been validly taken up by the original allottees, renouncees of the provisional allotments or the purchasers of the Rights Entitlements
Exchange Information	:	Certain business and financial information which the Manager is required to publish in accordance with the rules and practices of the SGX-ST
Existing Loan	:	The existing term loan of S\$175.0 million granted by SCB, CBA and NAB which will be maturing in December 2012
Existing Portfolio	:	The portfolio of properties currently held by AIMSAMPIREIT, consisting of 8 & 10 Pandan Crescent, 10 Changi South Lane, 11 Changi South Street 3, 23 Changi South Avenue 2, 61 Yishun Industrial Park A, 103 Defu Lane 10, 7 Clementi Loop, 31 Admiralty Road, 15 Tai Seng Drive, 1 Bukit Batok Street 22, 20 Gul Way, 3 Tuas Avenue 2, 8 & 10 Tuas Avenue 20, 8 Senoko South Road, 10 Soon Lee Road, 26 Tuas Avenue 7, 1 Kallang Way 2A, 135 Joo Seng Road, 541 Yishun Industrial Park A, 2 Ang Mo Kio Street 65, 3 Toh Tuck Link, 30 & 32 Tuas West Road, 23 Tai Seng Drive, 56 Serangoon North Avenue 4, 1A IBP and 1-398-11, 13 Yoshinocho, Kita-ku, Saitama City, Tokyo
Financial Statements	:	The FP2008 Audited Financial Statements, FY2009 Audited Financial Statements, the FY2010 Audited Financial Statements, the 1Q FY2010 Unaudited Financial Statements and the 1Q FY2011 Unaudited Financial Statements
Foreign Purchasers	:	Persons whose registered addresses with CDP are outside Singapore and who purchase the Rights Entitlements through the book-entry (scripless) settlement system
FP2008	:	The financial period from 5 December 2006 to 31 March 2008
FSMA	:	The Financial Services and Markets Act 2000
FY2009	:	The financial year ended 31 March 2009
FY2010	:	The financial year ended 31 March 2010
FY2011	:	The financial year ending 31 March 2011
FY2013	:	The financial year ending 31 March 2013
FP2008 Audited Financial Statements	:	The audited financial statements of the Group for FP2008
FY2009 Audited Financial Statements	:	The audited financial statements of the Group for FY2009

FY2010 Audited Financial Statements	:	The audited financial statements of the Group for FY2010
GDP	:	Gross domestic product
Group	:	AIMSAMPIREIT and its subsidiaries
GWCH	:	Great World Capital Holdings Limited
HDB	:	Housing and Development Board
HDB Lease	:	A lease from the Housing and Development Board
HHIML	:	Hunter Hall Investment Management Limited
Hong Kong	:	The Hong Kong Special Administrative Region of the People's Republic of China
Independent Valuers	:	CBRE and Colliers (each an “ Independent Valuer ”)
Indus	:	Indus Asia Pacific Master Fund, Ltd.
Ineligible Unitholders	:	Unitholders other than Eligible Unitholders
Information	:	Any information that an investor has received or will receive relating to the Rights Issue, and the Rights Entitlements and the Rights Units, including this Offer Information Statement and the Exchange Information
IRAS	:	Inland Revenue Authority of Singapore
Joint Bookrunners and Underwriters	:	Standard Chartered and Macquarie
JPY	:	Japanese Yen
JPY Bridge Loan	:	The bridge loan from Resona Bank Ltd. and Shutoken Leasing Co. Ltd. of JPY1,000.0 million (S\$15.8 million ¹)
JPY Term Loan	:	The JPY1,000.0 million (S\$15.0 million ²) term loan facility granted to AIMSAMPIREIT by Resona Bank Ltd. and Shutoken Leasing Co. Ltd.
JTC	:	JTC Corporation
JTC Lease	:	A lease from JTC
Latest Practicable Date	:	17 September 2010, being the latest practicable date prior to the lodgement of this Offer Information Statement with the Authority
Lenders	:	The lenders of the New Loan being SCB, UOB and CBA collectively
Listing Date	:	The date on which AIMSAMPIREIT was listed on the Main Board of the SGX-ST, being 19 April 2007

1 Based on an exchange rate of S\$1.00 = JPY63.46.

2 Based on an exchange rate of S\$1.00 = JPY66.76.

Listing Manual	:	The Listing Manual of the SGX-ST
Macquarie	:	Macquarie Capital Securities (Singapore) Pte. Limited
Manager	:	AIMS AMP Capital Industrial REIT Management Limited, as manager of AIMSAMPIREIT
Market Day	:	A day on which the SGX-ST is open for trading in securities
MCK	:	MacarthurCook Limited
MCKFM	:	MacarthurCook Fund Management Limited
Moody's	:	Moody's Investors Service
MTI	:	Ministry of Trade and Industry
NAB	:	National Australia Bank Limited
NAV	:	Net asset value
New Loan	:	The new S\$280.0 million debt facility granted to AIMSAMPIREIT by the Lenders
NPI	:	Net property income
NTA	:	Net tangible assets
Offer Information Statement	:	This offer information statement to Unitholders dated 22 September 2010
Ordinary Resolution	:	A resolution proposed and passed as such by a majority being 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
Participating Banks	:	The banks as set out in Appendix D
Property	:	The property known as C&P Logistics Hub 2 located at 27 Penjuru Lane, Singapore 609195, comprising Lot 8136W of Mukim 5
Property Funds Appendix	:	The Property Funds Appendix in Appendix 2 of the Code on Collective Investment Schemes issued by the Authority
Property Management Agreement	:	The property management agreement entered into by the Property Manager, the Manager and the Trustee on 16 March 2007 as supplemented by the property management amendment agreement dated 16 October 2008 and the property management second amendment agreement dated 24 December 2009
Property Manager	:	AIMS AMP Capital Property Management Pte. Ltd, in its capacity as the property manager of the Property
Prospectus	:	AIMSAMPIREIT's prospectus dated 12 April 2007 in connection with the listing of AIMSAMPIREIT on the SGX-ST
Prospectus Directive	:	Directive 2003/71/EC

Purchase Consideration	:	S\$161.0 million, being the purchase consideration for the Property in relation to the Acquisition
Regulation S	:	Regulation S under the Securities Act
REIT	:	Real estate investment trust
Relevant Member State	:	The relevant member state of the EEA which has implemented the Prospectus Directive
Rental Income	:	Refers to net rental income, after rental rebates and provisions for rent free periods
Rights Entitlements	:	The “nil-paid” provisional allotments of Rights Units to Eligible Unitholders under the Rights Issue
Rights Issue	:	The issue of 513,309,781 Rights Units at the Rights Issue Price on a fully underwritten and renounceable basis to Eligible Unitholders on a basis of the Rights Ratio
Rights Issue Books Closure Date	:	5.00 p.m. on 20 September 2010 being the time and date on which the Transfer Books and Register of Unitholders are closed to determine the Rights Entitlements of Eligible Unitholders under the Rights Issue
Rights Issue Price	:	S\$0.155 being the issue price per Rights Unit
Rights Ratio	:	The rights ratio of seven (7) Rights Units for every twenty (20) existing Units standing to the credit of an Eligible Unitholder’s Securities Account as at the Rights Issue Books Closure Date
Rights Units	:	The new Units to be issued by the Manager pursuant to the Rights Issue
Sale and Purchase Agreement	:	The conditional sale and purchase agreement dated 20 August 2010 entered into by the Trustee with the AMP Capital Business Space REIT Trustee to acquire the Property at the Purchase Consideration of S\$161.0 million
SCB	:	Standard Chartered Bank
SEC	:	The U.S. Securities and Exchange Commission
Securities Account	:	A securities account maintained by a Depositor with CDP (but do not include securities sub-accounts)
Securities Act	:	U.S. Securities Act of 1933, as amended
Settlement Agreement	:	The settlement agreement entered into between the AMP Capital Business Space REIT Trustee and Excalibur on 24 December 2009 in connection with the termination by the AMP Capital Business Space REIT Trustee of the master lease agreement in respect of 23 Tai Seng Drive with Excalibur
SFA	:	Securities and Futures Act, Chapter 289 of Singapore
SGX-ST	:	Singapore Exchange Securities Trading Limited
SGXNET	:	SGXNET Corporate Announcement Systems

Sole Financial Adviser	:	Standard Chartered
SOR	:	Singapore Dollar Swap Offer Rate
SRS	:	Supplementary Retirement Scheme
Standard Chartered	:	Standard Chartered Securities (Singapore) Pte. Limited
State Lease	:	A lease from the President of the Republic of Singapore
Substantial Unitholders	:	Persons with an interest in one or more Units constituting not less than 5.0% of all Units in issue
Sub-Underwriting Agreements	:	The AIMS Sub-Underwriting Agreement, the AMPCIL Sub-Underwriting Agreement and the Sub-Underwriting Unitholders' Sub-Underwriting Agreements
Sub-Underwriting Unitholders	:	Collectively, Dragon Pacific, APG, USSL, Indus, HHIML and C&SAL
Sub-Underwriting Unitholders' Lock-up Restrictions	:	<p>The restriction on the Sub-Underwriting Unitholders that they will not, during the period commencing from the date of the Sub-Underwriting Unitholders' Sub-Underwriting Agreements up to and including the date of the listing of and quotation for, the Rights Units on the Main Board of the SGX-ST and the admission of the Rights Units to the Official List of the SGX-ST or to the close of the acceptance of, and payment for, the provisional allotments of the Rights Units as determined by the Manager in consultation with the Joint Bookrunners and Underwriters, as the case may be:</p> <ul style="list-style-type: none"> (i) offer, sell, contract to sell, or otherwise dispose of (excluding pledging or otherwise encumbering the Sub-Underwriting Unitholders' Moratorium Units in favour of financial institutions provided that such pledge or encumbrance and the enforcement thereof shall be subject to the terms of the Sub-Underwriting Unitholders' Sub-Underwriting Agreements), directly or indirectly any Sub-Underwriting Unitholders' Moratorium Unit; or (ii) enter into a transaction (including a derivative transaction) with a similar economic effect to the foregoing, <p>other than as required by applicable laws and regulations</p>
Sub-Underwriting Unitholders' Moratorium Units	:	All the Units held by the Sub-Underwriting Unitholders as at the date of the Sub-Underwriting Unitholders' Sub-Underwriting Agreements
Sub-Underwriting Unitholders' Proportionate Rights Units	:	The Rights Units represented by the Sub-Underwriting Unitholders' Rights Entitlements
Sub-Underwriting Unitholders' Pro Rata Undertakings	:	Collectively, the undertakings each provided by the Sub-Underwriting Unitholders on 20 August 2010 to the Manager and the Joint Bookrunners and Underwriters pursuant to which the Sub-Underwriting Unitholders will respectively subscribe for the Sub-Underwriting Unitholders' Proportionate Rights Units

Sub-Underwriting Unitholders' Sub-Underwriting Agreements	:	Collectively, the sub-underwriting agreements each entered into on 20 August 2010 between the Sub-Underwriting Unitholders and the Joint Bookrunners and Underwriters pursuant to which the Sub-Underwriting Unitholders have agreed to sub-underwrite 391,523,701 Rights Units collectively, which include the Sub-Underwriting Unitholders' Proportionate Rights Units and the additional Rights Units which the Sub-Underwriting Unitholders are sub-underwriting pursuant to the Sub-Underwriting Unitholders' Sub-Underwriting Agreements.
Supplemental Deed	:	The supplemental deed entered into by the Trustee with the AMP Capital Business Space REIT Trustee on 11 January 2010 pursuant to which the parties have agreed, <i>inter alia</i> , that it is a fundamental condition of the assignment of the Settlement Agreement that AIMSAMPIREIT's financial position as landlord of 23 Tai Seng Drive would be the same or no worse than if 23 Tai Seng Drive was still tenanted by Excalibur under the original master tenancy agreement, subject to the terms and conditions of the Supplemental Deed
Tax Ruling	:	The tax ruling dated 13 November 2006 issued by the IRAS on the taxation of AIMSAMPIREIT and its Unitholders
Taxable Income	:	Income chargeable to tax after deduction of the allowable expenses incurred and the tax depreciation claimed on assets used in the generation of income, if any
TERP	:	The theoretical ex-rights price per Unit which is calculated as follows: $\text{TERP} = \frac{\text{Market capitalisation of AIMSAMPIREIT based on the Closing Price} + \text{Gross proceeds from the Rights Issue}}{\text{Units outstanding after the Rights Issue}^1}$
Total Acquisition Cost	:	The total cost of the Acquisition, inclusive of the Purchase Consideration, the Acquisition Fee, as well as the estimated professional and other fees and expenses incurred or to be incurred in connection with the Acquisition, which is estimated to be approximately S\$163.1 million
Total Appraised Value of the Existing Portfolio	:	The total appraised value of S\$636.1 million based on valuations obtained for the Singapore-located properties as at 21 December 2009 and for the Japan-located property as at 28 January 2010
Transactions	:	The Acquisition, the Rights Issue and the entering into New Loan collectively

¹ For the avoidance of doubt, Units outstanding after the Rights Issue comprise only the existing Units and the Rights Units.

Trust Deed	:	The trust deed dated 5 December 2006 constituting AIMSAMPIREIT, as amended and/or supplemented by a supplemental deed of appointment and retirement of trustee dated 8 March 2007 (under which HSBC Institutional Trust Services (Singapore) Limited replaced MacarthurCook Property Investment Pte. Ltd. as trustee of AIMSAMPIREIT), a first amending and restating deed dated 8 March 2007 and a supplemental deed dated 31 May 2010
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of AIMSAMPIREIT
Underwriting Agreement	:	The management and underwriting agreement entered into between the Manager and the Joint Bookrunners and Underwriters on 20 August 2010
Underwriting Commission	:	The underwriting commission of 3.75% of the Rights Issue Price multiplied by the total number of Rights Units (which is equivalent to S\$3.0 million), together with any goods and services tax payable thereon
Unit	:	A unit representing an undivided interest in AIMSAMPIREIT
Unitholders	:	A Depositor whose securities account with CDP is credited with Units
Unitholders' Circular	:	The circular to Unitholders dated 24 August 2010
Unit Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd.
Unit Share Market	:	The ready market of the SGX-ST for trading of odd lots of Units with a minimum size of one Unit
UOB	:	United Overseas Bank Limited
USSL	:	Universities Superannuation Scheme Limited
U.S. or United States	:	United States of America
VWAP	:	Volume-weighted average price
S\$ and cents	:	Singapore dollars and cents
S\$ Term Loan	:	The S\$202.3 million term loan facility granted to AIMSAMPIREIT by CBA and NAB which was due on 31 December 2009
%	:	Per centum or percentage

For the purpose of this Offer Information Statement, the following definitions apply throughout unless the context otherwise requires or otherwise stated:

The terms "Depositor" and "Depository Agent" shall have the meanings ascribed to them respectively in Section 130A of the Companies Act, Chapter 50 of Singapore.

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

Any reference in this Offer Information Statement to any enactment is a reference to that enactment for the time being amended or re-enacted.

Any reference to dates and to a time of day in this Offer Information Statement shall be a reference to Singapore dates and time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded off.

This page has been intentionally left blank.

CERTAIN FINANCIAL INFORMATION RELATING TO AIMSAMPIREIT

Selected financial data from the FP2008 Audited Financial Statements, the FY2009 Audited Financial Statements, the FY2010 Audited Financial Statements, the 1Q FY2010 Unaudited Financial Statements and the 1Q FY2011 Unaudited Financial Statements including the line items in the statements of total return and distribution statements, consolidated balance sheets and cash flow statements of AIMSAMPIREIT, is set out in this Appendix. Financial data relating to (i) DPU (ii) earnings or loss per Unit, (iii) earnings or loss per Unit after adjustment for the issuance of the Rights Units, (iv) NAV per Unit and (v) NAV per Unit after any adjustment to reflect the issuance of the Rights Units is also set out below.

Such selected financial data should be read together with the relevant notes to the Financial Statements, where applicable, which are available for inspection during normal business hours at the registered office of the Manager at 1 Raffles Place, #21-01 One Raffles Place, Singapore 048616, from the date of this Offer Information Statement up to and including the date falling six months after the date of this Offer Information Statement¹.

¹ Prior appointment with the Manager will be appreciated.

Consolidated Statements of Total Return and Distribution Statements

	Unaudited 1Q FY2011	Unaudited 1Q FY2010	Audited FY2010	Audited FY2009	Audited FP2008
	S\$'000	S\$'000	S\$'000	S\$'000	S\$'000
Gross revenue	16,047	10,964	50,944	50,827	32,214
Property operating expenses	(4,298)	(1,647)	(10,804)	(13,971)	(7,390)
Net property income	11,749	9,317	40,140	36,856	24,824
Interest income	43	33	141	187	31
Other income	—	—	20	64	—
Net foreign exchange loss	—	—	(15)	(24)	(5)
Borrowing costs	(3,154)	(2,943)	(13,893)	(5,857)	(2,952)
Manager's management fees	(825)	(678)	(2,903)	(3,921)	(1,950)
Write off/amortisation of intangible asset	—	—	—	(1,000)	(200)
Write back of excess provision/ (Provision) for onerous contract	—	—	955	(20,000)	—
Other trust expenses	(219)	(303)	(1,486)	(860)	(2,991)
Non-property expenses	(4,198)	(3,924)	(17,327)	(31,638)	(8,093)
Net income	7,594	5,426	22,959	5,445	16,757
Net change in fair value of financial derivatives	(1,315)	(140)	(498)	(2,459)	(799)
Net change in fair value of investment properties	(730)	(3,144)	(41,356)	(29,988)	37,010
Total return before income tax	5,549	2,142	(18,895)	(27,002)	52,968
Income tax expense	—	—	—	—	—
Total return after income tax	5,549	2,142	(18,895)	(27,002)	52,968
Non-controlling interests	5	39	15	14	1
Total return after income tax and non-controlling interests	5,554	2,181	(18,880)	(26,988)	52,969
Net effect of tax adjustments	2,737	1,945	41,950	51,204	(33,682)
Other adjustments	(205)	(104)	(727)	(795)	324
Amount available for distribution to Unitholders	8,086	4,022	22,343	23,421	19,611
Distribution per Unit (cents)	0.5376	1.5100	5.1234	8.9250	7.5200
Earnings/(Loss) per Unit (cents)					
Basic	0.38	0.55 ⁽¹⁾	(2.65)	(6.87) ⁽¹⁾	18.81 ⁽¹⁾
Diluted	0.38	0.55 ⁽¹⁾	(2.65)	(6.87) ⁽¹⁾	18.81 ⁽¹⁾
Adjusted Earnings/(Loss) per Units (cents)⁽²⁾					
Basic	0.28	0.24	(1.54)	(2.98)	6.66
Diluted	0.28	0.24	(1.54)	(2.98)	6.66

Notes:

(1) The figures have been restated for the effects of the 2009 Rights Issue.

(2) Adjusted for the issuance of the Rights Units only. These Units are assumed to have been issued on the first day of the respective financial year/period.

Consolidated Balance Sheets

	Unaudited as at 30 June 2010	Audited as at 31 March 2010
	S\$'000	S\$'000
Non-current assets		
Investment properties	631,143	631,066
Subsidiaries	— ⁽¹⁾	— ⁽¹⁾
	631,143	631,066
Current assets		
Trade and other receivables	7,199	6,093
Cash and cash equivalents	22,017	20,569
	29,216	26,662
Total assets	660,359	657,728
Current liabilities		
Derivative financial instruments	835	1,017
Trade and other payables	14,039	12,609
	14,874	13,626
Non-current liabilities		
Rental deposits	3,370	2,625
Interest-bearing borrowings	183,578	182,499
Derivative financial instruments	3,613	2,115
	190,561	187,239
Total liabilities	205,435	200,865
Net assets	454,924	456,863
Represented by:		
Unitholders' funds	454,800	456,737
Non-controlling interests	124	126
	454,924	456,863
Units in issue ('000)	1,466,599	1,466,599
Units in issue and to be issued ('000)⁽²⁾	1,979,909	1,979,909
NAV per Unit (S\$)	0.31	0.31
Adjusted NAV per Unit (S\$)⁽²⁾	0.23	0.23

Notes:

(1) Less than S\$1,000.

(2) Adjusted for the issuance of the Rights Units only.

Consolidated Cash Flow Statements

	Unaudited 1Q FY2011	Audited FY 2010
	S\$'000	S\$'000
Cash flow from operating activities		
Total return before income tax	5,549	(18,895)
Adjustments for:		
Net change in fair value of financial derivatives	1,315	498
Borrowing costs	3,154	13,893
Straight-lining of rental income	175	(1,291)
Write back of excess provision for onerous contract	—	(955)
Net change in fair value of investment properties	730	41,356
Operating income before working capital changes	10,923	34,606
Changes in working capital		
Rental deposits	2,225	6,017
Trade and other receivables	(1,282)	(1,150)
Trade and other payables	(315)	1,618
Cash generated from operating activities	11,551	41,091
Cash flows from investing activities		
Purchase of investment properties (including acquisition costs)	(16)	(161,384)
Capital expenditure on investment properties	(147)	(210)
Cash flows from investing activities	(163)	(161,594)
Cash flows from financing activities		
Borrowing costs paid	(1,951)	(21,264)
Distributions to Unitholders	(7,884)	(19,453)
Proceeds from interest-bearing borrowings	—	191,065
Repayment of interest-bearing borrowings	(42)	(225,475)
Decrease/(increase) in restricted cash and deposits	331	(478)
Proceeds from placement	—	62,000
Proceeds from rights issue	—	155,125
Issue expenses paid	(80)	(11,021)
Distributions to minority interest	(1)	(11)
Cash flows from financing activities	(9,627)	130,488
Net increase in cash and cash equivalents	1,761	9,985
Cash and cash equivalents at beginning of the period/year	19,295	9,171
Effect of exchange rate fluctuation	17	139
Cash and cash equivalents at end of the period/year	21,073	19,295
Consolidated cash and cash equivalents comprise the following:		
Cash at bank and in hand	13,017	13,569
Fixed deposits with financial institutions	9,000	7,000
	22,017	20,569
Restricted cash and deposits ⁽¹⁾	(944)	(1,274)
Cash and cash equivalents in the consolidated cash flow statement	21,073	19,295

Note:

- (1) Restricted cash and deposits represent bank balances and deposits in AIMSAMPIREIT's Japan subsidiary that are required to be maintained to comply with terms of the JPY Term Loan and are not freely available for use by the Group.

PROCEDURES FOR ACCEPTANCE, PAYMENT, RENUNCIATION AND APPLICATION FOR RIGHTS UNITS AND/OR EXCESS RIGHTS UNITS BY ELIGIBLE UNITHOLDERS

1. INTRODUCTION

- 1.1 Eligible Unitholders are entitled to receive this Offer Information Statement and the ARE which form part of this Offer Information Statement. This Offer Information Statement and its accompanying documents (including the ARE) will not be despatched to Ineligible Unitholders.
- 1.2 This Offer Information Statement and the ARE may not be used for the purpose of, and do not constitute, an offer, invitation or solicitation in any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or unauthorised, or to any person to whom it is unlawful to make such offer, invitation or solicitation.
- 1.3 This Offer Information Statement and the ARE have not been and will not be lodged, registered or filed in any jurisdiction other than Singapore and the Rights Units under the Rights Issue are not offered to any person who is not an Eligible Unitholder. The Manager reserves the right to reject any acceptances of Rights Entitlements and (if applicable) applications for Excess Rights Units where it believes, or has reason to believe, that such acceptances and/or applications may violate the applicable laws of any jurisdiction.
- 1.4 The Rights Entitlements are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Trust Deed and the instructions contained in the ARE. The number of Rights Entitlements allotted to each Eligible Unitholder is indicated in the ARE.
- 1.5 The Securities Accounts of Eligible Unitholders have been credited by CDP with the Rights Entitlements as indicated in the ARE. Eligible Unitholders may accept their Rights Entitlements in full or in part. Full instructions for the acceptance of and payment for the Rights Units are set out in this Offer Information Statement as well as the ARE.
- 1.6 If an Eligible Unitholder wishes to accept his Rights Entitlements specified in the ARE, in full or in part, and (if applicable) apply for Excess Rights Units, he may do so by completing the relevant portions of the ARE or by means of an Electronic Application through an ATM of a Participating Bank. An Eligible Unitholder should ensure that the ARE is accurately and correctly completed, failing which the acceptance of the Rights Entitlements and (if applicable) the application for Excess Rights Units may be rejected.
- 1.7 **Unitholders who have subscribed for or purchased Units under the CPFIS and/or the SRS or through a finance company and/or Depository Agent can only accept their Rights Entitlements and (if applicable) apply for Excess Rights Units by instructing the respective approved banks in which they hold their CPFIS accounts and/or SRS accounts, finance company and/or Depository Agent to do so on their behalf. ANY APPLICATION MADE BY THE ABOVE-MENTIONED UNITHOLDERS DIRECTLY THROUGH CDP OR THROUGH ATMS WILL BE REJECTED. Such Unitholders who have insufficient funds in their CPF Investment Accounts or SRS accounts may deposit cash into their CPF Investment Accounts or SRS accounts with their approved banks before instructing their respective approved banks to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units. CPF Funds or SRS monies may not, however, be used for the purchase of the Rights Entitlements directly from the market. Such Unitholders, where applicable, will receive notification letter(s) from their respective approved bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective approved bank, finance company and/or Depository Agent.**

- 1.8 Unless expressly provided to the contrary in this Offer Information Statement or the ARE, with respect to enforcement against Eligible Unitholders, a person who is not a party to any contracts made pursuant to this Offer Information Statement or the ARE, has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- 1.9 With regard to any acceptance and/or application which does not conform strictly to the instructions set out under this Offer Information Statement or the ARE and/or any other application form for the Rights Entitlements in relation to the Rights Issue, or which does not comply with the instructions for Electronic Applications, or in the case of an acceptance and/or application by way of the ARE and/or any other application form for the Rights Entitlements in relation to the Rights Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, or where the "Free Balance" of the Eligible Unitholder's Securities Account is not credited with or credited with less than the relevant number of Rights Units accepted as at the last date and time for acceptance of, application and payment for Rights Units and (if applicable) Excess Rights Units, the Manager and CDP may, at their absolute discretion, reject or treat as invalid any such acceptance and/or application and payment or otherwise process all remittances at any time after receipt in such manner as they may deem fit.
- 1.10 The Manager and CDP shall be entitled to process each ARE submitted for the acceptance of Rights Entitlements, and where applicable, application for Excess Rights Units in relation to the Rights Issue and the payment received in relation thereto, pursuant to such acceptance and/or application, by an Eligible Unitholder, on its own, without regard to any other application and payment that may be submitted by the same Eligible Unitholder. For the avoidance of doubt, insufficient payment for an acceptance and/or application may render such acceptance and/or application invalid. Evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid acceptance and (if applicable) application for Excess Rights Units.

2. MODE OF ACCEPTANCE AND APPLICATION

2.1 Acceptance/Application through CDP

To accept the Rights Entitlements specified in the ARE and (if applicable) apply for Excess Rights Units through CDP, the duly completed ARE must be accompanied by **A SINGLE REMITTANCE** for payment in full for the relevant number of Rights Units accepted and (if applicable) Excess Rights Units applied for, and submitted:

- (i) by hand to **AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED, AS MANAGER OF AIMS AMP CAPITAL INDUSTRIAL REIT, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED** at **4 SHENTON WAY, #02-01 SGX CENTRE 2, SINGAPORE 068807**; or
- (ii) by post in the self-addressed envelope provided, at the sender's own risk, to **AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED, AS MANAGER OF AIMS AMP CAPITAL INDUSTRIAL REIT, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED** at **ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**,

in each case, so as to arrive not later than **5.00 p.m. on 7 October 2010**.

The payment must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to **"CDP – AIMSAMPIREIT RIGHTS ISSUE ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"**, with the name and Securities Account number of the Eligible Unitholder clearly written on the reverse side of the Cashier's Order or Banker's Draft. **NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

2.2 ACCEPTANCE/APPLICATION BY WAY OF ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

Instructions for Electronic Applications to accept the Rights Entitlements and to apply for Excess Rights Units will appear on the ATM screens of the respective Participating Banks. Please refer to **Appendix C** for the additional terms and conditions for Electronic Application through an ATM of a Participating Bank.

If an Eligible Unitholder makes an Electronic Application, he would have irrevocably authorised the Participating Bank to deduct the full amount payable for the relevant number of Rights Entitlements accepted and (if applicable) Excess Rights Units applied for from his bank account with such Participating Bank in respect of such acceptance and (if applicable) application.

In the case of an Eligible Unitholder who has accepted the Rights Entitlements and (if applicable) applied for Excess Rights Units by way of an ARE and also by way of an Electronic Application, the Manager and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Manager and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Eligible Unitholder shall be regarded as having irrevocably authorised the Manager and/or CDP to apply all amounts received whether under the ARE and/or the Electronic Application in whichever mode or combination as the Manager and/or CDP may, in their/its absolute discretion deem fit.

2.3 Acceptance of Part of Rights Entitlements and Trading of Rights Entitlements

An Eligible Unitholder may choose to accept his Rights Entitlements specified in the ARE in full or in part. If an Eligible Unitholder wishes to accept part of his Rights Entitlements and trade the balance of his Rights Entitlements on the SGX-ST, he should:

- (i) complete the ARE for the number of Rights Entitlements which he wishes to accept at the Rights Issue Price and submit the ARE together with payment in the prescribed manner as described above through CDP; or
- (ii) accept and subscribe for that part of his Rights Entitlements by way of an Electronic Application at the Rights Issue Price in the prescribed manner described above.

The balance of his Rights Entitlements may be sold as soon as dealings therein commence on the SGX-ST.

Eligible Unitholders who wish to trade all or part of their Rights Entitlements on the SGX-ST during the "nil-paid" Rights Entitlements trading period should note that the Rights Entitlements will be tradable in board lots of 1,000 Rights Entitlements and 50 Rights Entitlements. Eligible Unitholders who wish to trade in other lot sizes can do so on the SGX-ST's Unit Share Market. Such Eligible Unitholders may start trading their Rights Entitlements as soon as dealings therein commence on the SGX-ST. All dealings in and transactions (including transfers) of the Rights Units effected through the SGX-ST and/or CDP shall be made in accordance with the "Terms

and Conditions for Operation of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP.

Upon the listing of and quotation for, *inter alia*, the Rights Units on the Main Board of the SGX-ST, the Rights Units will be traded under the book-entry (scripless) settlement system and each board lot of Units will comprise 1,000 Units. Unitholders who hold odd lots of Units (that is, lots other than board lots of 1,000 Units) and who wish to trade in odd lots are able to trade odd lots of Units on the SGX-ST’s Unit Share Market. The Unit Share Market is a ready market for trading of odd lots of Units with a minimum size of one Unit.

2.4 Purchasers of Rights Entitlements

The ARE need not be forwarded to the purchasers of the Rights Entitlements (the “**Purchasers**”) as arrangements will be made by CDP for a separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, on behalf of the Manager, send the ARS, accompanied by this Offer Information Statement, by ordinary post and at the Purchasers’ own risk, to their respective Singapore address as recorded with CDP. Purchasers should ensure that their ARS are accurately and correctly completed, failing which the acceptance of the Rights Entitlements may be rejected. Purchasers who do not receive the ARS, accompanied by this Offer Information Statement may obtain the same from CDP for the period up to **5.00 p.m. on 7 October 2010**.

Purchasers should inform their finance companies/Depository Agents if their purchases of such Rights Entitlements are settled through these intermediaries. In such instances, if the Purchasers wish to accept the Rights Units represented by the Rights Entitlements purchased, they will need to go through these intermediaries, who will then accept the Rights Units on their behalf. This Offer Information Statement and its accompanying documents will not be despatched to Purchasers whose registered address with CDP are not in Singapore (the “**Foreign Purchasers**”). Foreign Purchasers who wish to accept the Rights Entitlements credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

2.5 Renunciation of Rights Entitlements

Eligible Unitholders who wish to renounce in full or in part their Rights Entitlements in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of Rights Entitlements which they wish to renounce. Such renunciation shall be made in accordance with the “Terms and Conditions for Operations of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three Market Days to effect such renunciation, Eligible Unitholders who wish to renounce are advised to do so early to allow sufficient time for CDP to send the ARS, on behalf of the Manager, to the renounee and for the renounee to accept his Rights Entitlements. The last date and time for acceptance of and payment for the Rights Units by the renounee is **5.00 p.m. on 7 October 2010** (if acceptance is made through CDP) or **9.30 p.m. on 7 October 2010** (if acceptance is made through an ATM of a Participating Bank).

2.6 Acceptance/Application using CPF Funds

Unitholders participating in the CPFIS-Ordinary Account must use, subject to applicable CPF rules and regulations, monies standing to the credit of their respective CPF Investment Accounts to pay for the acceptance of their Rights Entitlements and (if applicable) application for Excess Rights Units, if they have previously bought their Units using CPF Funds. Such Unitholders who wish to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units using CPF Funds must have sufficient funds in their CPF Investment Accounts and will need to instruct

their respective approved banks, where such Unitholders hold their CPF Investment Accounts, to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units on their behalf in accordance with this Offer Information Statement. Such Unitholders who have insufficient funds in their CPF Investment Accounts may deposit cash into their CPF Investment Accounts with their approved banks before instructing their respective approved banks, where such Unitholders hold their CPF Investment Accounts, to accept their Rights Entitlements and (if applicable) to make applications for Excess Rights Units. CPF Funds may not, however, be used for the purchase of the Rights Entitlements directly from the market.

ANY APPLICATION MADE BY THE ABOVE-MENTIONED UNITHOLDERS DIRECTLY THROUGH CDP OR THROUGH ATMS WILL BE REJECTED.

2.7 Acceptance/Application using SRS Funds

Unitholders with SRS accounts must use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS accounts to pay for the acceptance of their Rights Entitlements and (if applicable) application for Excess Rights Units.

Such Unitholders who wish to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units using SRS monies must have sufficient funds in their SRS accounts and will need to instruct the relevant banks in which they hold their SRS accounts to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units on their behalf. Such Unitholders who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their approved banks before instructing their respective approved banks to accept their Rights Entitlements and (if applicable) to make applications for Excess Rights Units on their behalf. SRS monies may not, however, be used for the purchase of the Rights Entitlements directly from the market.

ANY APPLICATION MADE BY THE ABOVE-MENTIONED UNITHOLDERS DIRECTLY THROUGH CDP OR THROUGH ATMS WILL BE REJECTED.

2.8 Acceptance/Application via Finance Company and/or Depository Agent

Unitholders who hold Units through a finance company and/or Depository Agent must instruct the relevant finance company and/or Depository Agent to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units on their behalf in accordance with this Offer Information Statement.

ANY APPLICATION MADE BY THE ABOVE-MENTIONED UNITHOLDERS DIRECTLY THROUGH CDP OR THROUGH ATMS WILL BE REJECTED.

3. ILLUSTRATIVE EXAMPLES

As an illustration, if an Eligible Unitholder has 10,000 Units standing to the credit of his Securities Account as at the Rights Issue Books Closure Date, the Eligible Unitholder will be provisionally allotted 3,500 Rights Units as set out in his ARE. The Eligible Unitholder's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives

Procedures to be taken

- (a) Accept in full his Rights Entitlements and (if applicable) apply for Excess Rights Units

- (1) Accept in full his 3,500 Rights Entitlements and (if applicable) apply for Excess Rights Units by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 7 October 2010**; or
- (2) complete the ARE in accordance with the instructions contained therein for the acceptance in full of his 3,500 Rights Entitlements and (if applicable) the number of Excess Rights Units applied for and forward the ARE together with a single remittance for S\$542.50 (or, if applicable, such higher amount in respect of the total number of Rights Units accepted and Excess Rights Units applied for) by way of a Cashier's Order or Banker's Draft drawn in Singapore currency on a bank in Singapore, and made payable to "**CDP – AIMSAMPIREIT RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by hand to **AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED, AS MANAGER OF AIMS AMP CAPITAL INDUSTRIAL REIT, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED at 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807** or by post, AT HIS OWN RISK, in the enclosed self-addressed envelope provided to **AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED, AS MANAGER OF AIMS AMP CAPITAL INDUSTRIAL REIT, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED at ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 7 October 2010**, and with the name and Securities Account number of the Eligible Unitholder clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORM OF PAYMENT (INCLUDING THE USE OF A

Alternatives

Procedures to be taken

PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

- (b) Accept a portion of his Rights Entitlements, for example 500 of his 3,500 Rights Entitlements, not apply for Excess Rights Units and trade the balance on the SGX-ST

- (1) Accept 500 of his 3,500 Rights Entitlements by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 7 October 2010**; or
- (2) complete the ARE in accordance with the instructions contained therein for the acceptance of his 500 of his 3,500 Rights Entitlements, and forward the ARE, together with a single remittance for S\$77.50, in the prescribed manner described in alternative (a)(2) above, through CDP, so as to arrive not later than **5.00 p.m. on 7 October 2010**.

The balance of his 3,000 Rights Entitlements may be traded on the SGX-ST during the Rights trading period. **Eligible Unitholders should note that the Rights Entitlements will be tradable in the ready market, with each board lot comprising 1,000 Rights Entitlements or 50 Rights Entitlements. Eligible Unitholders who wish to trade in other lot sizes can do so on the SGX-ST's Unit Share Market.**

- (c) Accept a portion of his Rights Entitlements, for example 500 of his 3,500 Rights Entitlements, and reject the balance.

- (1) Accept 500 of his 3,500 Rights Entitlements by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 7 October 2010**; or
- (2) complete the ARE in accordance with the instructions contained therein for the acceptance of his 500 of his 3,500 Rights Entitlements, and forward the ARE, together with a single remittance for S\$77.50, in the prescribed manner described in alternative (a)(2) above, through CDP, so as to arrive not later than **5.00 p.m. on 7 October 2010**.

The balance of his 3,000 Rights Entitlements which is not accepted by the Eligible Unitholder will be deemed to have been declined and will forthwith lapse and become void, and cease to be capable of acceptance by that Eligible Unitholder if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 7 October 2010**, or if an acceptance is not made through CDP by **5.00 p.m. on 7 October 2010**.

4. TIMING AND OTHER IMPORTANT INFORMATION

4.1 Timing

The last time and date for acceptance of Rights Entitlements and (if applicable) application for Excess Rights Units under the Rights Issue and payment therefor is:

- (A) 5.00 p.m. on 7 October 2010 if an acceptance of the Rights Entitlements and (if applicable) an application for Excess Rights Units and payment is made through CDP; or**
- (B) 9.30 p.m. on 7 October 2010 if an acceptance of the Rights Entitlements and (if applicable) an application for Excess Rights Units and payment is made through an ATM of a Participating Bank.**

If acceptance of Rights Entitlements and (if applicable) application for Excess Rights Units and payment in the prescribed manner as set out in this Offer Information Statement, the ARE and the ARS is not received through CDP by **5.00 p.m. on 7 October 2010** or through an ATM of the Participating Banks by **9.30 p.m. on 7 October 2010** from any Eligible Unitholder or Purchaser, the Rights Entitlements that have been offered shall be deemed to have been declined and shall forthwith lapse and become void, and such Rights Entitlements not so accepted will be used to satisfy applications for Excess Rights Units, if any, or be otherwise dealt with in such manner as the Manager may, in its absolute discretion, deem fit, in the interests of AIMSAMPIREIT. All monies received subsequent to the dates and times specified above will be returned by CDP on behalf of the Manager to the Eligible Unitholders or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent by ordinary post to their mailing address as recorded with CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (where acceptance is through CDP) or by crediting their accounts with the relevant Participating Banks (where acceptance is by way of Electronic Application through the ATMs of the Participating Banks) and in each case at the Eligible Unitholders' or the Purchasers' own risk within 14 days after the Closing Date.

If any Eligible Unitholder or Purchaser is in any doubt as to the action he should take, he should consult his stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

4.2 Appropriation

An Eligible Unitholder should note that:

- (I)** by accepting his Rights Entitlements and (if applicable) applying for Excess Rights Units, he acknowledges that, in the case where:
 - (i)** the amount of remittance payable as per the instructions received by CDP whether under the ARE, the ARS or in any other application form in respect of his acceptance of the Rights Units and (if applicable) in respect of his application for the Excess Rights Units differ from the amount actually received by CDP; or
 - (ii)** the amount as stated in the ARE, the ARS and/or in any other application form for Rights Units differs from the amount received by CDP, or otherwise payable by him in respect of his acceptance of the Rights Units and (if applicable) in respect of his application for Excess Rights Units,

the Manager and CDP will be entitled and deemed authorised to determine and appropriate all amounts received by CDP on the Manager's behalf for each application on its own whether under the ARE, the ARS or any other form of acceptance of the Rights Entitlements and (if applicable) application for Excess Rights Units as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Rights Entitlements allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess Rights Units. Without prejudice to the above, the Manager and CDP shall be entitled to make such appropriation for each application based on the amount received for that application, notwithstanding payment (or overpayment) made in this or other applications. The determination and appropriation by the Manager and CDP will be conclusive and binding; and

- (II) in the event that the Eligible Unitholder accepts the Rights Units by way of the ARE or the ARS or has applied for Excess Rights Units by way of the ARE and also by way of an Electronic Application, the Manager and CDP will be authorised and entitled to accept his instructions in whichever mode or a combination thereof as the Manager and CDP may, in their absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Eligible Unitholder will be regarded as having irrevocably authorised the Manager and/or CDP to apply all amounts received whether under the ARE, the ARS or any other acceptance of Rights Entitlements and (if applicable) application for Excess Rights Units (including an Electronic Application) in whichever mode or a combination thereof as the Manager and/or CDP may, in their/its absolute discretion, deem fit.

4.3 Application for Excess Rights Units

Excess Rights Units are available for application subject to the terms and conditions contained in this Offer Information Statement, (if applicable) the Trust Deed and the instructions contained in the ARE. Applications for Excess Rights Units will, at the Manager's absolute discretion, be satisfied from such Rights Units (if any) that are not validly taken up by, the original allottee(s) or their respective renouncees or the Purchaser(s), together with the aggregated unsold "nil-paid" Rights Entitlements of Ineligible Unitholders (if any) and any Rights Units that are otherwise not allotted for whatever reason, in accordance with the terms and conditions contained in this Offer Information Statement, (if applicable) the Trust Deed and the instructions contained in the ARE. In the event that applications are received by the Manager for more Excess Rights Units than are available, Excess Rights Units available will be allotted in such manner as the Manager may, in its absolute discretion, deem fit in the interest of AIMSAMPIREIT. The Manager reserves the right to refuse any application for Excess Rights Units in whole or in part without assigning any reason whatsoever, CDP takes no responsibility for any decision that the Manager may make. In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots (if any) and Directors and Substantial Unitholders will rank last in priority. Subject to compliance with the Listing Rules, the Manager may at its absolute discretion give priority to retail investors in the allocation of Excess Rights Units. In the event that the number of Excess Rights Units allotted to the Eligible Unitholders is less than the number of Excess Rights Units applied for, the Eligible Unitholder shall be deemed to have accepted the number of Excess Rights Units actually allotted.

If no Excess Rights Units are allotted or if the number of Excess Rights Units allotted is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to such Eligible Unitholders without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, (i) by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent to them by ordinary post to their mailing address maintained with CDP and at their own risk or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they accept and/or

apply (as the case may be) through CDP) or (ii) by crediting their bank account with the relevant Participating Bank at their own risk (if they accept and/or apply (as the case may be) by way of Electronic Application).

4.4 Deadlines

It should be particularly noted that unless:

- (i) acceptance of Rights Entitlements is made by the Eligible Unitholders or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Rights Units is effected by **9.30 p.m. on 7 October 2010**; or
- (ii) acceptance and payment in Singapore currency by Banker's Draft or Cashier's Order drawn on a bank in Singapore and made out in favour of "**CDP – AIMSAMPIREIT RIGHTS ISSUE ACCOUNT**" for the Rights Units and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and with the names and Securities Account numbers of the Eligible Unitholders or the Purchasers (as the case may be) clearly written on the reverse side is submitted by hand to **AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED AS MANAGER OF AIMS AMP CAPITAL INDUSTRIAL REIT, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807** or by post in the self-addressed envelope provided, at the sender's own risk, to **AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED AS MANAGER OF AIMS AMP CAPITAL INDUSTRIAL REIT, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED at ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 7 October 2010**,

the Rights Entitlements will be deemed to have been declined and shall forthwith lapse and become void. All monies received in connection therewith will be returned to the Eligible Unitholders or the Purchasers (as the case may be) without interest or share of revenue or other benefit arising therefrom BY means of a crossed cheque drawn in Singapore currency on a bank in Singapore via ORDINARY POST to their mailing address as recorded with CDP or in such other manner as the Eligible Unitholder or Purchaser may have agreed with CDP for the payment of any cash distributions (where acceptance is through CDP) or by crediting their accounts with the Participating Banks (where acceptance is through Electronic Application), and at the Eligible Unitholder's or the Purchaser's (as the case may be) own risk within 14 days after the Closing Date.

ACCEPTANCES ACCOMPANIED BY ANY OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.

ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS

The procedures for Electronic Applications are set out on the ATM screens of the relevant Participating Banks (the **“Electronic Application Steps”**). Please read carefully the terms and conditions set out in this Offer Information Statement, the instructions set out on the ATM screens of the relevant Participating Banks and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by one Participating Bank cannot be used to accept Rights Units and (if applicable) apply for Excess Rights Units at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

Unitholders who have subscribed for or purchased Units under the CPFIS and/or the SRS or through a finance company and/or Depository Agent can only accept their Rights Entitlements and (if applicable) apply for Excess Rights Units by instructing the respective approved banks in which they hold their CPFIS accounts and/or SRS accounts, finance company and/or Depository Agent to do so on their behalf. ANY APPLICATION MADE BY THE ABOVE-MENTIONED UNITHOLDERS DIRECTLY THROUGH CDP OR THROUGH ATMS WILL BE REJECTED. Such Unitholders who have insufficient funds in their CPF Investment Accounts or SRS accounts may deposit cash into their CPF Investment Accounts or SRS accounts with their approved banks before instructing their respective approved banks to accept their Rights Entitlements and (if applicable) apply for Excess Rights Units. CPF Funds or SRS monies may not, however, be used for the purchase of the Rights Entitlements directly from the market. Such Unitholders, where applicable, will receive notification letter(s) from their respective approved bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective approved bank, finance company and/or Depository Agent.

All references to “Rights Issue” and “Rights Application” on the ATM screens of the Participating Banks shall mean the offer of Rights Units under the Rights Issue and the acceptance of Rights Entitlements and (if applicable) the application for Excess Rights Units, respectively. All references to “Document” on the ATM screens of the Participating Banks shall mean this Offer Information Statement.

Any reference to the “Applicant” in the terms and conditions for Electronic Applications and the Electronic Application Steps shall mean the Eligible Unitholder or the Purchaser who accepts his Rights Entitlements and (if applicable) applies for Excess Rights Units through an ATM of a Participating Bank. An Applicant must have an existing bank account with and be an ATM cardholder of one of the Participating Banks before he can make an Electronic Application at the ATM of that Participating Bank. The actions that the Applicant must take at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks.

Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (the **“Transaction Slip”**), confirming the details of his Electronic Application. The Transaction Slip is for retention by the Applicant and should not be submitted with any ARE and/or ARS.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him in his own name. Using his own Securities Account number with an ATM card which is not issued to him in his own name will render his acceptance of his Rights Entitlements and (if applicable) application for Excess Rights Units liable to be rejected.

The Electronic Applications shall be made on, and subject to, the terms and conditions of this Offer Information Statement including, but not limited to, the terms and conditions appearing below:

- (1) In connection with his Electronic Application, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:
 - (a) that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance of his Rights Units and (if applicable) application for Excess Rights Units under the Rights Issue prior to effecting the Electronic Application and agrees to be bound by the same; and
 - (b) that he authorises CDP to give, provide, divulge, disclose or reveal information from his account with the relevant Participating Bank, including, without limitation, his name(s), his NRIC number(s) or passport number(s), Securities Account number(s), address(es), the number of Units standing to the credit of his Securities Account, the number of Rights Entitlements allotted to him, his acceptance and (if applicable) application for Excess Rights Units and any other information (the **"Relevant Particulars"**) to the Manager, the Joint Bookrunners and Underwriters and any other relevant parties (the **"Relevant Parties"**) as CDP may deem fit for the purpose of the Rights Issue and his acceptance and (if applicable) application.

His acceptance of his Rights Entitlements and (if applicable) application for Excess Rights Units will not be successfully completed and cannot be recorded as a complete transaction in the ATM unless he presses the "Enter" or "OK" or "Confirm" or "Yes" key. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1(b) above, his confirmation, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act, Chapter 19 of Singapore, to the disclosure by that Participating Bank of the Relevant Particulars to the Relevant Parties.

- (2) An Applicant may make an Electronic Application using cash only by authorising such Participating Bank to deduct the full amount payable from his account with such Participating Bank.
- (3) The Applicant irrevocably agrees and undertakes to subscribe for and accept up to the aggregate of the number of Rights Entitlements allotted and Excess Rights Units applied for as stated on the Transaction Slip or the number of Rights Units standing to the credit of the "Free Balance" of his Securities Account as at the Closing Date. In the event that the Manager decides to allot any lesser number of Excess Rights Units or not to allot any number of Excess Rights Units to the Applicant, the Applicant agrees to accept the decision as conclusive and binding.
- (4) If the Applicant's Electronic Application is successful, his confirmation (by his action of pressing the "Enter" or "OK" or "Confirm" or "Yes" key on the ATM) of the number of Rights Entitlements accepted and (if applicable) Excess Rights Units applied for shall signify and shall be treated as his acceptance of the number of Rights Units that may be allotted to him and (if applicable) his application for Excess Rights Units.
- (5) In the event that an Applicant accepts his Rights Entitlements and (if applicable) applies for Excess Rights Units both by way of an ARE and through an Electronic Application, the Manager and/or CDP shall be authorised and entitled to accept the instructions of the Applicant in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of Rights Units which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept such number of Rights Units not exceeding the number of Rights Entitlements, which are standing to

the credit of "Free Balance" of the Applicant's Securities Account as at the Closing Date. If applicable, in determining the number of Excess Rights Units which the Applicant has validly given instructions to apply for, the Applicant shall be deemed to have irrevocably given instructions to apply for such number of Excess Rights Units not exceeding the aggregate number of Excess Rights Units for which the Applicant has applied for by way of an ARE, and through an Electronic Application. The Manager and/or CDP, in determining the number of Rights Entitlements and (if applicable) the number of Excess Rights Units in which the Applicant has given valid instructions for acceptance of and (if applicable) application for, as the case may be, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Entitlements and (if applicable) the application for Excess Rights Units, as the case may be, whether by way of Cashier's Order or Banker's Draft or by way of Electronic Application, which the Applicant has authorised or deemed to have authorised, to be applied towards the payment in respect of the Applicant's acceptance and/or application.

- (6) The Applicant irrevocably requests and authorises the Manager to:
 - (a) register, or procure the registration of the Rights Units allotted to the Applicant in the name of CDP for deposit into his Securities Account; and
 - (b) return (without interest or any share of revenue or other benefit arising therefrom) the full amount or, as the case may be, the balance of the acceptance and/or application monies, should his Electronic Application in respect of the Rights Units accepted and (if applicable) Excess Rights Units applied for, as the case may be, not be accepted or, as the case may be, be accepted in part only by or on behalf of the Manager for any reason, by automatically crediting the Applicant's bank account with the relevant Participating Bank with the relevant amount within 14 days after the Closing Date.
- (7) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING THE RIGHTS ENTITLEMENTS OR APPLYING FOR EXCESS RIGHTS UNITS AS A NOMINEE OF ANY OTHER PERSON.**
- (8) The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Banks, the Joint Bookrunners and Underwriters and/or the Manager) and any events whatsoever beyond the control of CDP, the Participating Banks, the Joint Bookrunners and Underwriters and/or the Manager and if, in any such event, CDP, the Participating Banks, the Joint Bookrunners and Underwriters and/or the Manager do not record or receive the Applicant's Electronic Application by 9.30 p.m. on the Closing Date, or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against CDP, the Participating Banks, the Joint Bookrunners and Underwriters and/or the Manager for any purported acceptance of the Rights Entitlements and (if applicable) application for Excess Rights Units, or for any compensation, loss or damage in connection therewith or in relation thereto.
- (9) Electronic Applications may only be made at the ATMs of the Participating Banks from Mondays to Saturdays (excluding public holidays) between **7.00 a.m. and 9.30 p.m.**
- (10) Electronic Applications shall close at **9.30 p.m. on 7 October 2010** or such other time as the Manager (in consultation with the Joint Bookrunners and Underwriters) may, in its absolute discretion, deem fit in the interests of AIMSAMPIREIT.
- (11) All particulars of the Applicant in the records of the relevant Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant

Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify the relevant Participating Bank.

- (12) The Applicant must have sufficient funds in his bank account(s) with the relevant Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application made at the ATMs of Participating Banks which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
- (13) Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance and/or application monies will be refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's account with the relevant Participating Bank within 14 days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance and/or application monies will be refunded on the same terms.
- (14) In consideration of the Manager arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Rights Issue at **9.30 p.m. on 7 October 2010** or such other time or date as the Manager may (in consultation with the Joint Bookrunners and Underwriters), in its absolute discretion, decide, and by making and completing an Electronic Application, the Applicant agrees that:
 - (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any supplementary document or replacement document is lodged with the Authority);
 - (b) his Electronic Application, the acceptance thereof by the Manager and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the non-exclusive jurisdiction of the Singapore courts;
 - (c) none of the Manager, the Joint Bookrunners and Underwriters nor the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Manager or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 8 above or to any cause beyond their respective control;
 - (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of his Rights Entitlements and (if applicable) application for Excess Rights Units;
 - (e) in respect of the Rights Entitlements and (if applicable) the Excess Rights Units for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Manager and not otherwise, notwithstanding any payment received by or on behalf of the Manager; and
 - (f) unless expressly provided to the contrary in this Offer Information Statement or the Electronic Application, a person who is not party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the parties thereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

- (15) The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Bank are correct and identical, otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondences will be sent to his address last registered with CDP.
- (16) The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Manager will reject any application by any person acting as nominee.
- (17) In the event that the Applicant accepts the Rights Entitlements, by way of the ARE, the ARS, and/or by way of Electronic Application through ATMs of Participating Banks, the Rights Units and/or Excess Rights Units will be allotted in such manner as the Manager and/or CDP may, in their/its absolute discretion, deem fit and the surplus acceptance and (if applicable) application monies, as the case may be, will be refunded, without interest or any share of revenue or other benefit arising therefrom, within 14 days after the Closing Date by any one or a combination of the following:
- (a) by means of a crossed cheque in Singapore currency sent by ORDINARY POST at his own risk to his mailing address as maintained with CDP or in such other manner as he may have agreed with CDP for the payment of any cash distributions if he accepts and (if applicable) applies through CDP; and
 - (b) by crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through an ATM of that Participating Bank, the receipt by such bank a good discharge to the Manager and CDP of their obligations, if any, thereunder.
- (18) The Applicant hereby acknowledges that, in determining the total number of Rights Entitlements which the Applicant can validly accept, the Manager and CDP are entitled and the Applicant hereby authorises the Manager and CDP to take into consideration:
- (a) the total number of Rights Entitlements which the Applicant has validly accepted, whether by way of an ARE or any other form of application (including an Electronic Application) for the Rights Units; and
 - (b) the total number of Rights Entitlements allotted to the Applicant and standing to the credit of the "Free Balance" of his Securities Account which is available for acceptance.
- The Applicant hereby acknowledges that CDP's and the Manager's determination shall be conclusive and binding on him.
- (19) The Applicant irrevocably requests and authorises CDP to accept instructions from the relevant Participating Bank through whom the Electronic Application is made in respect of the Rights Entitlements accepted by the Applicant and (if applicable) the Excess Rights Units which the Applicant has applied for, and such instructions shall be binding and conclusive on the Applicant.
- (20) With regard to any acceptance of Rights Entitlements and (if applicable) application for Excess Rights Units which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS and/or any other application form for the Rights Units in relation to the Rights Issue, or which does not comply with the instructions for Electronic Application, or where the "Free Balance" of the Applicant's Securities Account is credited with less than the relevant number of Rights Units subscribed for as at the Closing Date, or in the case of an application by the ARE, the ARS and/or any other application form for the Rights Units in relation to the Rights Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, the Manager and/or CDP may, at their/its

absolute discretion, reject or treat as invalid any such application and payment or otherwise process all remittances at any time after receipt in such manner as it deems fit.

- (21) The Manager and CDP shall be entitled to process each application submitted for the acceptance of Rights Entitlements and (if applicable) application of Excess Rights Units in relation to the Rights Issue and the payment received in relation thereto, pursuant to such application on its own, without regard to any other application and payment that may be submitted by the Applicant. For the avoidance of doubt, insufficient payment for an application submitted for the acceptance of the Rights Entitlements and (if applicable) application for Excess Rights Units may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application.

LIST OF PARTICIPATING BANKS

- DBS Bank Ltd. (including POSB)
- Oversea-Chinese Banking Corporation Limited
- United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited

This page has been intentionally left blank.



AIMS AMP CAPITAL INDUSTRIAL REIT

(a unit trust constituted in the Republic of Singapore pursuant to a trust deed dated 5 December 2006 (as amended))