

The Securities and Futures Commission of Hong Kong, Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



The Link Real Estate Investment Trust

*(a collective investment scheme authorised under section 104
of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))*
(stock code: 823)

ACQUISITION OF PROPERTY CORPORATE AVENUE 1 & 2 IN SHANGHAI

The Board is pleased to announce that pursuant to the SPA dated 23 July 2015, The Link (through the Purchaser which is a SPV wholly-owned by it) has agreed to acquire the Sale Share (being the entire issued share capital of the Target Company) for the Final Consideration from the Seller. The Seller is Interchina International Limited, a company incorporated in the British Virgin Islands and an indirectly wholly-owned subsidiary of Shui On Land.

The Final Consideration is equal to the Agreed Property Value of RMB6,600,860,000 to be adjusted by certain other assets and liabilities of the Target Group as at the Completion Date (such adjustment being the Net Asset Adjustment). For the purpose of determining the Deposit and the amount payable on the Completion Date, the Seller and the Purchaser have estimated the Final Consideration to be RMB6,625,536,002 (equivalent to approximately HK\$8,264 million) (such estimate amount being the Initial Consideration). If, based on the Completion Statement, the Final Consideration is greater than the Initial Consideration, the Purchaser shall pay the excess to the Seller. Conversely, if the Final Consideration is less than the Initial Consideration, the Seller shall pay the shortfall to the Purchaser.

The Target Company owns the entire issued share capital of the HK Company, which in turn owns the entire registered capital of the Project Company. The Project Company is the sole registered owner of the Property, comprising two Premium Grade A office towers known as "Corporate Avenue 1" and "Corporate Avenue 2" and a connecting retail podium and pavilion with street shops and car parks thereunder, which is located at 202 and 222 Hu Bin Road and 333 Huang Pi Nan Road, Huangpu District, Shanghai, the PRC. Based on information provided by the Seller, the occupancy rate of the Property was approximately 98.4% as at 30 June 2015. The Link intends to hold the Property as a long-term investment.

As at 22 July 2015, the Property, based on its existing use, had an Appraised Value of RMB6,500 million according to the Valuation Report by the Independent Property Valuer. The Agreed Property Value represents a premium of approximately 1.6% over the Appraised Value.

Pursuant to the terms of the SPA, the Purchaser will pay the Deposit of USD equivalent of RMB993.83 million (being 15% of the Initial Consideration) to the Escrow Agent within 3 Business Days after the date of the SPA, which will be released to the Seller at and subject to Completion. The balance, being 85% of the Initial Consideration less the tax escrow amount as described in "SECTION II. KEY TERMS OF THE SPA – Consideration and payments", will be paid by the Purchaser to the Seller on Completion in accordance with the terms of the SPA. **Completion is subject to several Conditions Precedent (as defined below in this announcement) including, among others, Shui On Land having obtained its requisite shareholders' approval for the disposal of the Sale Share pursuant to the SPA. If the Conditions Precedent have not been satisfied or (where applicable) waived on or prior to Completion, the SPA shall terminate on that day in accordance with the terms of the SPA.**

Subject to the terms of the SPA, Completion will take place on the Completion Date (which is 24 August 2015 but may be extended to 31 August 2015 by the Purchaser serving written notice on the Seller on or before 21 August 2015). The Manager will make further announcements upon Completion and when the Final Consideration is finally determined according to the Completion Statement, or alternatively, if the Conditions Precedent have not been satisfied or (where applicable) waived on or prior to Completion. Upon Completion, The Link will become (through the Project Company) the sole owner of the Property and (through the Purchaser) the sole owner of the Target Group.

The Seller Guarantor (being China Xintiandi Holding Company Limited, an indirectly wholly-owned subsidiary of Shui On Land and an indirect 100% owner of the Seller) has unconditionally and irrevocably guaranteed to the Purchaser the due and punctual performance, observance and discharge by the Seller of all its obligations, commitments, undertakings, representations, warranties, indemnities and covenants under and pursuant to the SPA.

This announcement is made pursuant to 10.3 and 10.4 of the REIT Code. The Initial Consideration of RMB6,625,536,002 (equivalent to approximately HK\$8,264 million) together with the Expenses (approximately HK\$7.5 million): (1) represents approximately 7.8% of the total market capitalisation of The Link (based on the average closing price of the Units on the Stock Exchange for the five business days immediately preceding the date of this announcement); (2) represents approximately 5.7% of the total assets of The Link as at 31 March 2015 (as disclosed in the 2014/2015 Annual Report) after adjusting for the impact of the final distribution paid by The Link on 7 July 2015 and the completion of the acquisition of EC Mall in Beijing on 1 April 2015; and (3) is less than 15% of the gross asset value of The Link as at 31 March 2015 (as disclosed in the 2014/2015 Annual Report).

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, each of the Seller, the Seller Guarantor, Shui On Land (and their ultimate holding company which is Shui On Company Limited and their ultimate controlling party who is Mr. Vincent H.S. LO) is an Independent Third Party. Accordingly, the Acquisition does not constitute a connected party transaction of The Link under the REIT Code.

The Board (including the independent non-executive Directors except Ms. May Siew Boi TAN who has abstained from both discussion and voting on the Acquisition and the transactions contemplated thereunder due to her directorship in SCBHK, the financial adviser to the Seller in respect of the Acquisition as further described in “SECTION XII. REGULATORY IMPLICATIONS” of this announcement) is satisfied that the Acquisition and the entering into by the Purchaser of the SPA and the transactions contemplated thereunder are at arm’s length, on normal commercial terms, fair and reasonable and in the interest of The Link and the Unitholders as a whole. The Board (except Ms. May Siew Boi TAN who has abstained for the reasons mentioned above) is satisfied, and (based on and in sole reliance on the opinion of the Board (except Ms. May Siew Boi TAN as aforesaid) and the information and confirmation provided by the Manager, and having taken into account its duties under the Trust Deed and the REIT Code) the Trustee is also satisfied, that no Unitholders’ approval is required under the REIT Code and the Trust Deed for the Purchaser to enter into the SPA and the transactions contemplated thereunder.

Warning: Completion is subject to the fulfilment or (where applicable) waiver of the Conditions Precedent, including, among other things, Shui On Land having obtained its requisite shareholders’ approval for the disposal of the Sale Share. As such, the Acquisition may or may not proceed. Unitholders and potential investors of The Link are advised to exercise caution when dealing in the Units, and are recommended to seek independent professional advice if they are in any doubt about their position and as to the actions that they should take.

SECTION I. OVERVIEW

The Board is pleased to announce that the Purchaser, being a SPV wholly-owned by The Link, has entered into the SPA with the Seller in respect of the Acquisition.

On and subject to the terms of the SPA, The Link (through the Purchaser) has agreed to acquire the Sale Share (being the entire issued share capital of the Target Company) from the Seller. The Target Company owns the entire issued share capital of the HK Company, which in turn owns the entire registered capital of the Project Company.

The Project Company is the sole registered owner of the Property, comprising two Premium Grade A office towers known as “Corporate Avenue 1” and “Corporate Avenue 2” and a connecting retail podium and pavilion with street shops and carparks thereunder, which is located at 202 and 222 Hu Bin Road and 333 Huang Pi Nan Road, Huangpu District, Shanghai, the PRC. The Link intends to hold the Property as a long-term investment.

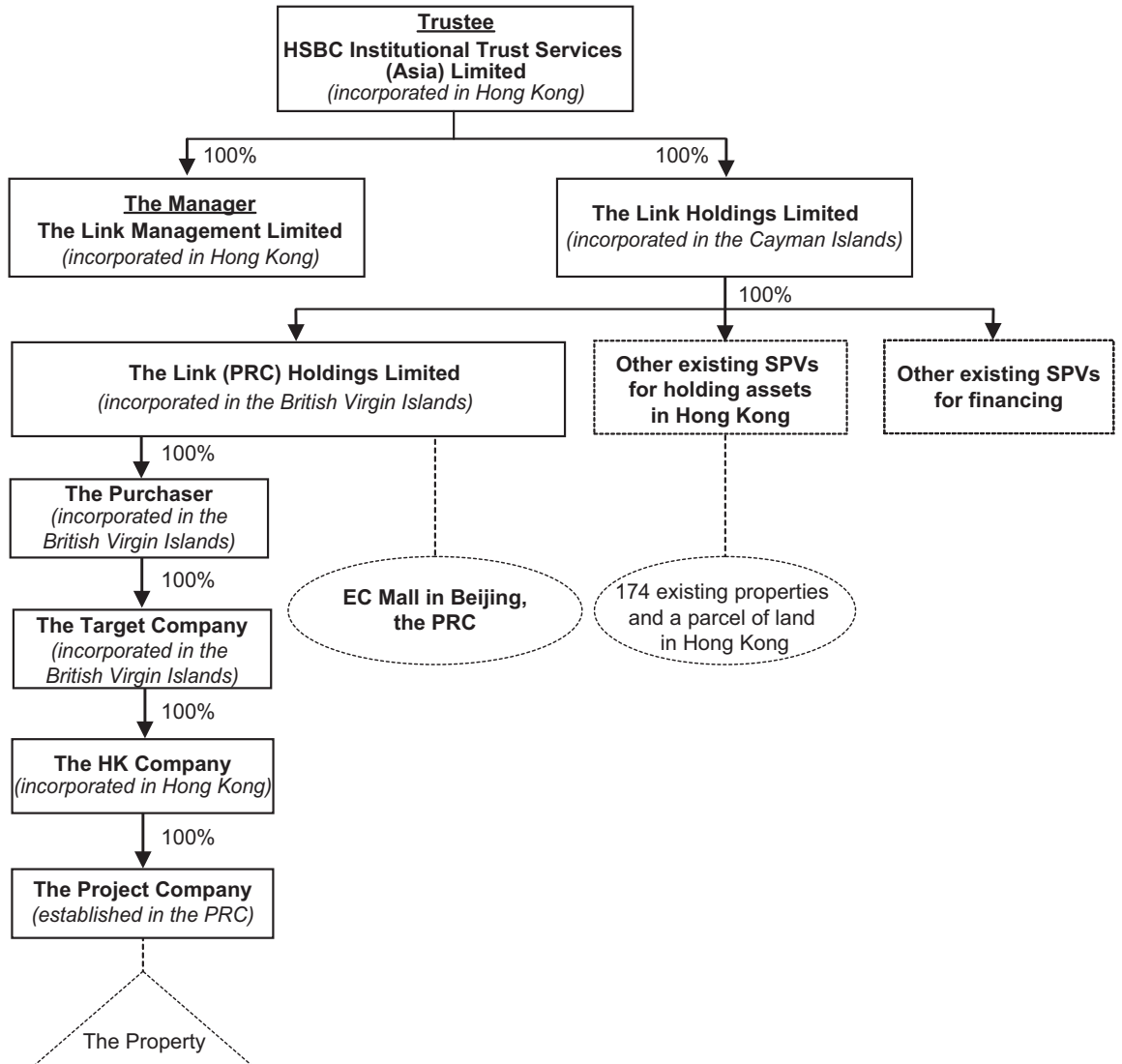
SECTION II. KEY TERMS OF THE SPA

- Date:** 23 July 2015
- Parties:**
- (i) Interchina International Limited, a company incorporated in the British Virgin Islands and an indirectly wholly-owned subsidiary of Shui On Land, as the Seller;
 - (ii) Capital Gainer Limited, a company incorporated in the British Virgin Islands and a SPV wholly-owned by The Link, as the Purchaser;
 - (iii) China Xintiandi Holding Company Limited, a company incorporated in the Cayman Islands and an indirectly wholly-owned subsidiary of Shui On Land, as the Seller Guarantor; and
 - (iv) The Link Properties Limited, a company incorporated in the Cayman Islands and a SPV wholly-owned by The Link, as the Purchaser Guarantor.

Subject of the Acquisition: Pursuant to the SPA, the Seller shall sell the Sale Share (being the entire issued share capital of the Target Company) to the Purchaser, free from all Third Party Rights and with all rights and benefits attaching and/or accruing to the Sale Share on Completion.

The Target Company has no business other than its holding of the entire issued share capital of the HK Company. The HK Company has no business other than its holding of the entire registered capital of the Project Company and the Permitted Business (which is intended to continue following Completion, as described in “SECTION VIII. INFORMATION ON THE TARGET GROUP” in this announcement). The Project Company has no business other than its ownership, leasing and property management operations of the Property. Upon Completion, The Link will become (through the Project Company) the sole owner of the Property and (through the Purchaser) the sole owner of the Target Group.

Set out below is a simplified chart showing the holding structure of the Property immediately after Completion:



Deposit:

A deposit equal to the USD equivalent of RMB993.83 million (being 15% of the Initial Consideration) (the **Deposit**) will be paid in cash by the Purchaser to the Escrow Agent within 3 Business Days after the date of the SPA and is held by the Escrow Agent. The Deposit with interest accrued thereon will be released by the Escrow Agent to the Seller on Completion subject to and in accordance with the terms of the SPA and the Deposit Escrow Agreement. If Completion does not take place and the SPA is terminated prior to Completion (except where solely due to the Purchaser failing to comply with all its material completion obligations), the Deposit will be fully refunded to the Purchaser with interest in accordance with the terms of the SPA and the Deposit Escrow Agreement.

Conditions Precedent: Completion shall be conditional on the following conditions (the **Conditions Precedent**) all having been fulfilled or (other than condition (a) below) waived by the Purchaser (with or without condition) on or before Completion:

- (a) Shui On Land having obtained its requisite shareholders' approval for the disposal of the Sale Share in accordance with Rule 14.44 of the Listing Rules and such approval not having been revoked prior to Completion;
- (b) there being no compulsory acquisition or resumption of the Property or any part of it which results in a material adverse change, and no notice of such intended compulsory acquisition or resumption having been given, by any governmental entity;
- (c) there being no breach of any of the fundamental warranties, and there being no breach of any other warranties (whether alone or in aggregate with other breaches of warranties) which results in a material adverse change; and
- (d) during the period between the date of the SPA and Completion, no material part of the Property is, damaged or destroyed or becoming a dangerous building (according to the assessment by the relevant authority of Shanghai) such that the same, if occurred, would affect 25% or more of the total lettable area of the Property.

Consideration and payments: The Final Consideration is equal to the Agreed Property Value of RMB6,600,860,000 to be adjusted by a customary adjustment (the **Net Asset Adjustment**) for all current assets (excluding receivables which are in nature of amortisation for rent free periods under tenancies) and all liabilities (excluding deferred tax liability relating to revaluation gain and those liabilities that would be discharged at the Completion Date pursuant to the SPA such as the Third Party Loans) of the Target Group as at the Completion Date. The Manager does not expect such exclusions (including the above-mentioned deferred tax liability relating to revaluation gain) to materially affect The Link. As the Net Asset Adjustment is referenced to the Completion Date, the Final Consideration can only be ascertained thereafter. Accordingly, for the purpose of determining the Deposit and the amount payable on the Completion Date, the Seller and the Purchaser have estimated the Final Consideration to be RMB6,625,536,002 (equivalent to approximately HK\$8,264 million) based on: (1) the assets and liabilities of the Target Group as at 31 March 2015; and (2) the estimated profit of the Target Group from 1 April 2015 to the Completion Date (such estimated amount being the Initial Consideration).

The Net Asset Adjustment will be ascertained by the Completion Statement which shall be reviewed by PwC in accordance with the terms of the SPA. If, based on the Completion Statement, the Final Consideration is greater than the Initial Consideration, the Purchaser shall pay the excess to the Seller. Conversely, if the Final Consideration is less than the Initial Consideration, the Seller shall pay the shortfall to the Purchaser.

At and subject to Completion, the Purchaser shall pay in cash to the Seller an amount equal to 85% of the Initial Consideration less approximately RMB633.794 million which will be held by the Escrow Agent pursuant to the Bulletin 7 Tax Escrow Agreement and be applied for paying any tax payable by the Seller under and pursuant to Bulletin 7 in respect of the Acquisition (the **Tax Amount**). If the amount held in escrow pursuant to the Bulletin 7 Tax Escrow Agreement exceeds the Tax Amount after the Purchaser's receipt of the tax notice issued by the relevant PRC tax authorities in respect of the Tax Amount (the **Tax Notice**), such excess shall be released by the Escrow Agent to the Seller in accordance with the terms of the Bulletin 7 Tax Escrow Agreement. Alternatively, if the amount held in escrow pursuant to the Bulletin 7 Tax Escrow Agreement is insufficient to cover the Tax Amount after the Purchaser's receipt of the Tax Notice, the Seller shall pay such shortfall which will be held by the Escrow Agent pursuant to the Bulletin 7 Tax Escrow Agreement and be applied for paying the Tax Amount. The Seller will indemnify the Purchaser and the Target Group against liabilities for the Seller's breach of its obligations under the SPA to pay taxes under Bulletin 7.

The Manager is satisfied that the basis for determining the Final Consideration (including the Net Asset Adjustment) has been arrived at after arm's length negotiation and is fair and reasonable and in the interest of The Link and the Unitholders as a whole.

Discharge of loans:

At Completion, the Seller shall at its sole cost and expense ensure that the Target Group has repaid all Third Party Loans in full, such that all Third Party Rights in respect of the Property, the Sale Share and the Target Group will have been released on and from Completion.

Guarantees:

The Seller Guarantor, being an indirect wholly-owned subsidiary of Shui On Land and an indirect 100% owner of the Seller, has unconditionally and irrevocably guaranteed to the Purchaser the due and punctual performance, observance and discharge by the Seller of all its obligations, commitments, undertakings, representations, warranties, indemnities and covenants under and pursuant to the SPA.

The Purchaser, the Seller Guarantor and Shui On Land (being the 100% holding company of the Seller Guarantor and whose shares are listed on the Stock Exchange (stock code: 272)) have entered into an undertaking agreement (the **SOL Undertaking**) pursuant to which: (i) Shui On Land undertakes to ensure that the Seller Guarantor maintains a minimum consolidated net asset value (being the consolidated total assets less consolidated total liabilities), as shown in its annual audited and interim accounts, of not less than RMB7 billion (representing 105.65% of the Initial Consideration) for a period of 2 years from the Completion Date. In the event that the Seller Guarantor is unable to maintain the aforesaid minimum consolidated net asset value for any reason during the 2-year period, Shui On Land shall make available to the Seller Guarantor (to the extent as allowed by law and by any governmental or regulatory authority), funds sufficient to enable the Seller Guarantor to maintain such minimum consolidated net asset value; and (ii) the Seller Guarantor undertakes to provide the Purchaser with semi-annual certifications of compliance with the foregoing covenant. The SOL Undertaking shall automatically terminate upon the earliest of: (a) 2 years from the Completion Date; (b) any direct or indirect disposal of the Purchaser, the Target Company or the Property by The Link (provided that this shall not apply where the Purchaser or the Target Company will remain a direct or indirect subsidiary of The Link Holdings Limited after such disposal); or (c) a public listing of the Seller Guarantor, any of its subsidiary or any of its direct or indirect holding company (being a company of which the Seller Guarantor is a direct or indirect subsidiary) provided that the subsidiary or such direct or indirect holding company of the Seller Guarantor has previously entered into a deed of guarantee assuming all the obligations of the Seller Guarantor under the SPA and the transaction documents contemplated thereunder.

The Manager is of the view that the guarantee provided by the Seller Guarantor in respect of the SPA, coupled with the SOL Undertaking, sufficiently protect the interest of The Link and the Unitholders as a whole.

The Purchaser Guarantor has unconditionally and irrevocably guaranteed to the Seller the due and punctual performance, observance and discharge by the Purchaser of all its payment obligations under the SPA.

Completion:

Under the SPA, Completion is scheduled to take place on the Completion Date (which the Manager expects to be 24 August 2015 unless extended to 31 August 2015 by the Purchaser serving written notice on the Seller on or before 21 August 2015) when all the Conditions Precedent shall have been satisfied or (where applicable) waived on or prior to Completion. If the Conditions Precedent have not been satisfied or (where applicable) waived on or prior to Completion, the SPA shall terminate on that day in accordance with the terms of the SPA, and the Deposit shall be fully refunded to the Purchaser with interest.

In the case where Completion does not take place and the SPA is terminated (except where solely due to the Purchaser failing to fully comply with all its material completion obligations), in addition to the Deposit being fully refunded to the Purchaser with interest, the Seller will pay a break-up fee of HKD5,000,000 to the Purchaser to cover professional fees incurred by the Purchaser in connection with the Acquisition.

Other terms:

The SPA contains indemnities, warranties and undertakings given by the Seller in customary terms for transactions of this nature and scale. The Manager is satisfied that such provisions sufficiently protect the interests of The Link and the Unitholders as a whole in respect of potential claims.

Other Transaction Documents:

At Completion, the Seller and the Purchaser shall procure their affiliate(s) and the Project Company respectively to enter into the following documents:

- (a) the Brand License Agreement in respect of the Property, pursuant to which the “CORPORATE AVENUE 企业天地” brand will be licensed by Sky Link (Hong Kong) Limited (an indirect wholly-owned subsidiary of Shui On Land) to the Project Company for use in respect of the Property for an initial term of 2 years which is automatically renewable each year for up to 10 years. The use of the “CORPORATE AVENUE 企业天地” brand will be royalty-free and is subject to the terms and conditions of the Brand License Agreement;
- (b) the New Property Management Agreement and the New Asset Management Agreement in respect of the Property, pursuant to which the Property Manager and the Asset Manager will provide transitional property management and asset management services, respectively, to the Project Company to assist with the handover of the Property subject to and in accordance with the New Property Management Agreement and the New Asset Management Agreement.

Both the New Property Management Agreement and the New Asset Management Agreement shall terminate on 31 December 2015, unless an agreement for further extension of the initial term thereunder is reached between the relevant parties by 1 December 2015 under the respective agreements. After the termination of either of these agreements, The Link (through the Project

Company) intends to engage a reputable third party property management company which is licensed to provide such services under the PRC laws.

During the initial term of the New Property Management Agreement, the monthly management fee payable by the Project Company to the Property Manager is RMB137,000 in respect of the office and retail portion of the Property and RMB20 for each car parking space in respect of the Property. During the initial term of the New Asset Management Agreement, the total management fee payable by the Project Company to the Asset Manager is RMB300,000; and

- (c) the Bridge Agreement in respect of the construction and maintenance of the Corporate Avenue Bridge. For further details of the Corporate Avenue Bridge, please see “SECTION III. THE PROPERTY – General description” in this announcement.

SECTION III. THE PROPERTY

General description:

The Property, comprising two Premium Grade A office towers known as “Corporate Avenue 1” and “Corporate Avenue 2” and a connecting retail podium and pavilion with street shops and carparks thereunder, is located at 202 and 222 Hu Bin Road and 333 Huang Pi Nan Road, Huangpu District, Shanghai, the PRC.

“Corporate Avenue 1” is a 21-floor tower comprising 19 floors of office space and “Corporate Avenue 2” is a 10-floor tower comprising eight floors of office space. The two office towers are connected by a two-floor retail podium and three-floor retail pavilion. There are 226 parking spaces at the two basement levels.

The Property was completed in late 2003 and according to the Real Estate Ownership Certificate of the Property, it has a total gross floor area of 98,080.47 square metres (**sqm**). The above-ground gross floor areas (**GFA**) for the office and retail components are approximately as follows:

	GFA (sqm)
Office	75,780
Retail podium and the Retail Pavilion with street shops	7,375
Total above-ground GFA	83,155

The Property forms part of the retail and commercial development known as “Corporate Avenue” which also includes two nearby commercial towers known as “Corporate Avenue 3” and “Corporate Avenue 5”. “Corporate Avenue 3” is currently under development and is indirectly owned by Shui On Land. Based on information of the Seller, it is expected that “Corporate Avenue 3” will be ready for occupation by the end of 2015 or early 2016. A bridge between “Corporate Avenue 2” and “Corporate Avenue 3” (the **Corporate Avenue Bridge**), which enhances connectivity and footfall between the Property and Corporate Avenue 3, is also under planning. Pursuant to the Bridge Agreement, the construction cost of the Corporate Avenue Bridge will be solely borne by the land owner of Corporate Avenue 3 and the future maintenance costs of the Corporate Avenue Bridge will be shared between the Project Company and the land owner of Corporate Avenue 3 equally.

Tenancies:

Based on the information provided by the Seller, as at 30 June 2015, there were around 71 tenancies at the Property, representing approximately 98.4% of the total leasable area of the Property.

Based on the information provided by the Seller, the existing office leases of the Property, which will expire in the remaining period of 2015, 2016 and 2017, represent 11.6%, 23.5% and 29.6%, respectively, of the total leased office area of the Property.

Based on the information provided by the Seller, the existing retail leases of the Property, which will expire in the remaining period of 2015, 2016 and 2017, represent 34.1%, 47.0% and 5.2%, respectively, of the total leased retail area of the Property.

According to the Valuation Report, the monthly rental of the Property (excluding other income, car park income and management fees) was approximately RMB24.6 million based on the tenancy schedule of the Property as at 30 June 2015 from the Seller.

At present, the tenants of the Property comprise multinational corporations, professional services firms and renowned retailers. Rental income attributable to the top five office tenants and retail tenants accounted for, respectively, 47.5% and 11.5% of the rental income of the Property for the month ended 30 June 2015. Leasable area attributable to the top five office tenants and retail tenants accounted for, respectively, 55.1% and 3.3% of the total leasable area of the Property for the month ended 30 June 2015.

Ownership of the Property: The Property is held by the Project Company under the Real Estate Ownership Certificate, which includes the title of the Property as well as the land use rights.

The land use rights of the Property will expire in 2051 (with a remaining term of approximately 36 years). If the land use rights of the Property are not extended after expiry in 2051, the Project Company will have no further land use rights upon expiry of the current term of the land use rights. If the term of the land use rights of the Property is extended, land premium or other consideration may be payable by the Project Company for such extension, the amount of which cannot be ascertained at this stage. Upon expiry of the current term of the land use rights of the Property, the Project Company may or may not apply for a renewal of the term. In assessing the Appraised Value, the Independent Property Valuer has not assigned any value to any extension of the term of the land use rights.

The Manager is satisfied that, after Completion, it will have full operational control over the management of the Property.

Mortgage on the Property: All Third Party Rights (including mortgages) in respect of the Property shall be released on Completion.

Valuation of the Property: As at 22 July 2015, the Property, based on its existing use, had an Appraised Value of RMB6,500 million according to the Valuation Report by the Independent Property Valuer. The value for the office portion, retail and carpark portion of the Property is, respectively, RMB5,570 million (or approximately RMB73,502 per sqm), RMB870 million (or approximately RMB117,967 per sqm) and RMB60 million.

SECTION IV. FEES AND EXPENSES

No fee or charge is payable to the Manager as a result of the Acquisition.

No fee or charge is payable to the Trustee as a result of the Acquisition, apart from the Trustee's remuneration under the Trust Deed which is based on prescribed percentages per annum of the Property Values (as defined in the Trust Deed) applicable to The Link's real estate situated, respectively, in and outside Hong Kong.

No agency fee is payable in connection with the Acquisition.

The Manager currently has no plan to undertake major improvements or redevelop the Property. Further, based on the information from the Seller and the due diligence survey on the condition of the Property carried out by building consultants appointed by the Manager, other than normal and recurring maintenance in relation to the Property and some minor enhancement works which would not involve material amounts for the Property, the Manager does not expect any significant capital expenditure in respect of the Property in the immediate future.

SECTION V. FINANCIAL INFORMATION OF THE TARGET GROUP

The consolidated financial information of the Target Company has been prepared in accordance with International Financial Reporting Standards.

The following figures are extracted from the Target Company's audited consolidated financial statements for the two years ended 31 December 2013 and 31 December 2014 provided by the Seller and are solely for reference. They do not represent the future performance of the Target Group or the Property:

	Year ended 31 December 2013 (Audited) RMB million	Year ended 31 December 2014 (Audited) RMB million
(1) Revenue (*)	245	253
(2) Net profit before tax	367	394
(3) Net profit after tax	283	286
(4) Net assets	4,179	4,464

Note: () Rental, car park and related income excluding management fees.*

SECTION VI. FINANCIAL IMPACT AND FUNDING OF THE ACQUISITION

The Initial Consideration of RMB6,625,536,002 (equivalent to approximately HK\$8,264 million) together with the Expenses (approximately HK\$7.5 million) and the further payment from the Purchaser to the Seller if the Final Consideration is greater than the Initial Consideration, will be entirely funded from The Link's own cash resources and/or debt facilities. The Acquisition is not expected to have any material adverse impact on the financial position of The Link as compared to that as at 31 March 2015 (as disclosed in the 2014/2015 Annual Report).

Upon Completion, based on the consolidated financial position of The Link as at 31 March 2015 (as disclosed in the 2014/2015 Annual Report), the pro-forma adjusted ratio of debt to total assets of The Link is anticipated to change from approximately 11.9% to approximately 18.7% assuming: (i) a draw-down of HK\$8,272 million on The Link's debt facilities; (ii) an adjustment to include the Agreed Property Value of RMB6,600,860,000 as if the Acquisition took place on 31 March 2015; and (iii) an adjustment for the impact of the final distribution paid by The Link on 7 July 2015 and the completion of the acquisition of EC Mall in Beijing on 1 April 2015.

SECTION VII. REASONS FOR THE ACQUISITION

The current investment strategy of The Link is to invest in real estate for the long term, focusing on sustainable income producing properties with the potential for long term income and capital growth.

The Manager has been exploring from time to time investment opportunities in first-tier cities in the PRC, including Beijing and Shanghai, given that the cities are more mature, the disposable income of the residents of such cities has been rising, and the inter- and intra- city transportation communication, socio-economic infrastructures, and town planning are well-developed. After Completion, the Property will add to The Link's portfolio of premium-grade investment assets in first-tier cities of the PRC, which currently comprises the EC Mall (歐美匯), an upper mid-market shopping mall in Beijing that The Link acquired on 1 April 2015. Notwithstanding that the Agreed Property Value is at a premium over the Appraised Value, the Manager considers that the Acquisition is a good investment opportunity for the following reasons.

- *Shanghai as the international financial centre*

Shanghai is the PRC's financial centre, and according to National Bureau of Statistics of China, has the highest GDP among the first-tier cities in China. For 2014, its tertiary industry percentage to GDP is 65% and with developments such as the establishment of the Shanghai Free Trade Zone and the Shanghai-Hong Kong Stock Connect and other initiatives of the PRC Central Government positioning Shanghai as the PRC's financial centre, this percentage is expected to grow. Tertiary GDP growth drives office demand for premium-grade offices. The mid-long term outlook of the Shanghai office market is supported by positive supply-demand dynamics.

The Puxi core CBD (where the Property is situated) is mature and with good connectivity to retail, hotel and leisure facilities. The Xintiandi/Luwan area is within the core CBD area of Puxi with further large-scale mixed use projects coming up in the next five years.

- *Prime location of the Property*

The Property is strategically located within the Taipingqiao/Xintiandi area in Huangpu District, Puxi. The Xintiandi area is a Shanghai downtown destination for business, luxury residence, up-market shopping and entertainment. It is well served by the city's metro lines and is in close proximity to Shanghai's retail destination of Huaihai Middle Road.

The Property is located at the heart of the Xintiandi development with extensive supporting facilities from brand-hotels, high-class residence, luxury shopping, up-market dining and entertainment, cultural museum, and Taipingqiao lake and leisure park. There is strong footfall support for the retail business from shoppers and tourists, and office demands from foreign and domestic corporations who prefer premium-grade office buildings for brand image and high quality management supports.

- *Aligning with The Link's business strategy of diversification for long-term stable return*

Introducing office assets to The Link's portfolio is a step for income and growth diversification. While retail remains a primary business focus, premium-grade offices correlate with economic performance, especially the growth of tertiary/service sector. Diversifying into commercial/office assets enables The Link to tap into the different growth cycle of alternative assets complementing its predominantly-retail-based income stream. Premium-grade offices not only generate good and stable rental return but are also relatively more resilient to economic downturn.

The Acquisition is consistent with the investment policy of The Link and the Manager's objective of making yield-accretive acquisition and growing returns for the Unitholders. The pursuit of a yield-accretive strategy through adding quality income-producing properties with capital appreciation potential is a step up from the Manager's organic growth through on-going asset enhancement initiatives.

- *Proven performance with high quality and well-diversified tenant base*

The Property was completed in late 2003. Based on information from the Seller, the occupancy rate since 2011 has remained above 94.0%. As of 30 June 2015, occupancy of the retail and office components of the Property was 100.0% and 98.3% respectively. Also, based on information from the Seller, a large percentage of tenants have been with the Property for over 5 years with a good historical retention rate. Top 10 tenants are multinational companies in various industries such as professional services, multimedia, banks, and industrial goods contributing approximately 67.3% of the total rental income.

- *Strong and consistent income with potential for further rental uplift*

According to the audited consolidated financial statements of the Target Company, total revenue for the two financial years ended 31 December 2013 and 2014 was, respectively, RMB245 million and RMB253 million. According to the Valuation Report, the monthly rental of the Property (excluding other income, car park income and management fees) was approximately RMB24.6 million based on the tenancy schedule of the Property as at 30 June 2015 from the Seller.

Based on the Valuation Report, there will be 11.6%, 23.5% and 29.6% of the total leased office area of the Property expiring in the remaining period of 2015, 2016 and 2017 respectively, and 34.1%, 47.0% and 5.2% of the total leased retail area expiring in the remaining period of 2015, 2016 and 2017 respectively. As of 30 June 2015, the weighted average lease expiry of office and retail leases are 2.8 years and 1.3 years respectively. With staggered lease maturity, there is potential for future rental uplift.

The Manager believes The Link will benefit from the potential for appreciation in the capital value of the Property which will be held as a long-term investment by The Link.

The Agreed Property Value reflects the value of the Property as agreed between the Purchaser and the Seller for the purpose of the Acquisition and represents a premium of approximately 1.6% over the Appraised Value. Such amount was arrived at after commercial negotiations on an arm's length basis between the Purchaser and the Seller, taking into account: (i) the premium quality of the Property; (ii) its strategic location at Xintiandi which is one of the core CBDs of Puxi, Shanghai; (iii) the rental profile of the Property; (iv) prevailing market conditions in Shanghai and the PRC; and (v) the Appraised Value of RMB6,500 million.

The Manager does not expect the Acquisition to result in a material change to the overall risk profile of The Link. For further details of risks in relation to investments in the property market of the PRC, please refer to pages 27 to 29 and Appendix II to the circular of The Link dated 17 January 2014.

SECTION VIII. INFORMATION ON THE TARGET GROUP

The Target Company is a company incorporated in the British Virgin Islands and owns the entire issued share capital of the HK Company.

The HK Company is a company incorporated in Hong Kong and owns the entire registered capital of the Project Company. The HK Company has historically provided financial/treasury management, marketing/leasing and strategic support services solely to the Project Company (the **Permitted Business**). It is intended that the HK Company will continue to engage in the Permitted Business following Completion, but not any other activities or businesses except its holding of the entire registered capital of the Project Company.

The Project Company was established in the PRC on 21 June 2001 and is the sole registered owner of the Property. The current term of operation of the Project Company is from 21 June 2001 to 20 June 2051. The PRC legal adviser to the Manager, Zhong Lun Law Firm, is of the view that there are no legal impediments to the renewal of the term of operation of the Project Company since such renewal will primarily involve formality and procedural requirements. The PRC legal adviser to the Manager has further confirmed that there are no legal impediments (including payment of withholding tax) to the remittance of dividends on any retained earnings of the Project Company out of the PRC to the HK Company (as the sole shareholder of the Project Company) provided that such remittance is made in accordance with the relevant PRC foreign investment, tax and foreign exchange laws and regulations.

SECTION IX. OPINION OF THE BOARD

The Board (including the independent non-executive Directors except Ms. May Siew Boi TAN who has abstained both from discussion and voting on the Acquisition and the transactions contemplated thereunder due to her directorship in SCBHK, the financial adviser to the Seller in respect of the Acquisition as further described in "SECTION XII. REGULATORY IMPLICATIONS" in this announcement) is satisfied that the SPA and the Other Transaction Documents, as well as the transactions contemplated thereunder, are at arm's length, on normal commercial terms, fair and reasonable and in the interest of The Link and the Unitholders as a whole. The Board (except Ms. May Siew Boi TAN who has abstained for the reasons mentioned above) is satisfied that no Unitholders' approval is required under the REIT Code and the Trust Deed for the Purchaser to enter into the SPA and the transactions contemplated thereunder.

All the independent non-executive Directors (except Ms. May Siew Boi TAN who has abstained for the reasons mentioned above) are also satisfied that the engagement of SCBHK as the Escrow Agent by the Purchaser under the Deposit Escrow Agreement and the Bulletin 7 Tax Escrow Agreement in respect of the SPA and the escrow fee payable to SCBHK (which is to be shared equally between the Purchaser and the Seller) are at arm's length, on normal commercial terms, and are fair and reasonable and in the interest of The Link and the Unitholders as a whole. Please refer to "SECTION XII. REGULATORY IMPLICATIONS – Connected party transactions with regard to SCBHK acting as the Escrow Agent" for further details of the escrow arrangements with SCBHK.

SECTION X. CONFIRMATION BY THE MANAGER

The Manager has conducted due diligence on the Target Group as well as the Property in accordance with the relevant provisions of the REIT Code, the Practice Note on Overseas Investments by SFC-authorized REITs contained in the REIT Code and the Manager's compliance manual. No material irregularity or non-compliance issues have been identified during due diligence and the Manager is satisfied with the due diligence results.

The Manager confirms that, in relation to the Acquisition, the Practice Note on Overseas Investments by SFC-authorized REITs contained in the REIT Code has been complied with.

The PRC legal adviser to the Manager, Zhong Lun Law Firm, has advised the Manager that the Project Company legally holds the land use rights and ownership rights of the Property and can legally occupy, use, lease and transfer the Property (subject only to the existing tenancies of the Property and a mortgage which will be discharged at Completion). Based on advice from Zhong Lun Law Firm, the Manager is of the view that The Link (through the Purchaser and the Project Company) will have good marketable legal and beneficial title to the Property (subject only to the existing tenancies of the Property and a mortgage which will be discharged at Completion) upon Completion.

SECTION XI. OPINION OF THE TRUSTEE

Based on and in sole reliance on the opinion of the Board (except Ms. May Siew Boi TAN who has abstained for reasons mentioned above) and the information and confirmations provided by the Manager (and having taken into account its duties under the Trust Deed and the REIT Code), the Trustee has no objection to the Acquisition and the Purchaser entering into the SPA and the transactions contemplated thereunder. Further, the Trustee is satisfied that: (i) the Acquisition is consistent with The Link's investment policy and in compliance with the REIT Code and the Trust Deed; and (ii) no Unitholders' approval is required under the REIT Code and the Trust Deed for the Purchaser to enter into the SPA and the transactions contemplated thereunder.

SECTION XII. REGULATORY IMPLICATIONS

This announcement is made pursuant to 10.3 and 10.4 of the REIT Code. The Initial Consideration of RMB6,625,536,002 (equivalent to approximately HK\$8,264 million) together with the Expenses (approximately HK\$7.5 million): (1) represents approximately 7.8% of the total market capitalisation of The Link (based on the average closing price of the Units on the Stock Exchange for the five business days immediately preceding the date of this announcement); (2) represents approximately 5.7% of the total assets of The Link as at 31 March 2015 (as disclosed in the 2014/2015 Annual Report) after adjusting for the impact of the final distribution paid by The Link on 7 July 2015 and the completion of the acquisition of EC Mall in Beijing on 1 April 2015; and (3) is less than 15% of the gross asset value of The Link as at 31 March 2015 (as disclosed in the 2014/2015 Annual Report).

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries: (a) each of the Seller, the Seller Guarantor and Shui On Land (and their ultimate holding company which is Shui On Company Limited and their ultimate controlling party who is Mr. Vincent H.S. LO) is an Independent Third Party; and (b) each of the parties to the Other Transaction Documents is an Independent Third Party. Accordingly, each of the Acquisition and the Other Transaction Documents do not constitute a connected party transaction of The Link under the REIT Code.

Waiver from strict compliance with 7.5(c) of the REIT Code

Under 7.5(c) of the REIT Code, a REIT may hold real estate through special purpose vehicles provided that, among other things, the special purpose vehicles are established for the sole purpose of directly holding real estate for the REIT and/or arranging financing for the REIT or formed solely for the purpose of holding interests in one or more special purpose vehicles.

The Manager has applied to the SFC for a waiver from strict compliance with 7.5(c) of the REIT Code such that: (a) the HK Company will be permitted to directly employ not more than five employees for the Permitted Business; and (b) the Project Company will be permitted to directly employ not more than 15 employees for the Core Functions (as defined below) (the **Core Function Employees**).

(a) HK Company Employees

After Completion, the HK Company intends to directly employ not more than five employees (the **HK Company Employees**) for the purposes of conducting the Permitted Business. The HK Company will not engage in any activities or businesses unrelated to its investment in the Property.

The proposed employment arrangements of the HK Company Employees for the Permitted Business will be in the interest of The Link for the following reasons:

- (i) Subject to approval by the relevant tax authorities, the employment of the HK Company Employees will enable the HK Company to be eligible for a preferential withholding tax rate (currently, 5% as opposed to the standard withholding tax rate of 10%) in respect of dividends paid by the Project Company, the absence of which will reduce the Total Distributable Income (as defined in the Trust Deed) of The Link, which will not be in the interest of The Link nor the Unitholders as a whole.

- (ii) If a HK Company Employee were to be engaged by a third party, The Link would still expect to bear the cost of that employee's employment. Additional costs and other potential liabilities may also arise as a result of the involvement of a third party employer. The proposed direct employment arrangement by the HK Company is not expected to result in any greater material adverse financial liability to The Link than an arrangement involving a third party employer.
- (iii) The activities of the HK Company will support the functions of the Project Company and will be for the sole benefit of the Project Company and, following Completion, The Link. The HK Company will not engage in any other activities or businesses unrelated to its investment in the Property.

(b) Core Function Employees of the Project Company

Based on the information provided by the Seller, the Project Company currently has 11 existing employees. Pursuant to the SPA, the Seller is expected to deliver to the Purchaser at Completion confirmations by the existing employees of the Project Company of the termination of their respective employment contracts with effect from Completion. Those confirmations will also contain these existing employees' confirmation of their waiver of claims against the Project Company with respect to matters prior to the termination of their respective employment contracts. The Seller also indemnifies the Purchaser and the Target Group against any costs, losses and liabilities in relation to the termination of employment of all existing employees of the Project Company, which is guaranteed by the Seller Guarantor.

Certain obligations and functions of the Project Company (the **Core Functions**) are required by PRC laws and regulations to be performed by the Project Company which include:

- (i) legal and regulatory functions (for example, government authority liaison, obtaining government approvals, handling and responding to government enquiries, regulatory compliance, executing legal documents and bringing or defending legal proceedings or other proceedings, obtaining and liaising with government authorities to maintain the operational licenses of the Project Company); and
- (ii) certain functions, for example, supervising the various property management and asset management services to be provided by the Property Manager, the Asset Manager and/or their replacement(s) as summarised in "SECTION II. KEY TERMS OF THE SPA – Other Transaction Documents" of this announcement, including repairs and maintenance, cleaning, security and car park operations); and office administrative services, lease and tenant services in respect of the Property and liaison with banks such as handling the bank accounts of the Project Company and remitting dividends to the sole shareholder of the Project Company (being the HK Company).

The functions of the Core Function Employees will be limited to the Core Functions. The Core Function Employees will be new employees.

The proposed employment arrangements of the Core Function Employees will be in the interest of The Link for the following reasons:

- (i) There is a legal and practical necessity for the Project Company to have a limited number of senior managers to perform the Core Functions and to supervise and monitor the performance of various operational activities and to enter into ancillary contracts on behalf of the Project Company with third parties whereby the Project Company is required to become a direct contracting party.
- (ii) The Manager does not expect such employment arrangements to cause material liabilities or losses to The Link as an internally-managed REIT. The number of Core Function Employees is expected to be not more than 15. The aggregate annual costs of employment of the Core Function Employees are expected to be approximately 0.06% of the total revenue of The Link for the year ended 31 March 2015. The Manager considers that the expected costs of employment of the Core Function Employees will not represent any significant liability or loss to The Link.
- (iii) The fact that the Property Manager (for the period up to 31 December 2015) and a reputable third party property management company (for the period thereafter, unless the parties to the New Property Management Agreement agree for an extension of the initial term thereunder) will provide property and facility management services to the Property will not relieve the Project Company from its obligations to perform the Core Functions.
- (iv) If a Core Function Employee were to be engaged by a third party, The Link would still expect to bear the cost of that employee. Additional costs and other potential liabilities may also arise as a result of the involvement of a third party employer. The proposed direct employment arrangement by the Project Company is not expected to result in any greater material adverse financial liability to The Link than an arrangement involving a third party employer.
- (v) If the Project Company employs the Core Function Employees instead of appointing another service provider to perform the Core Functions, in the event that the appointment of any such service provider is discontinued for any reason, the Project Company will still have staff to perform the Core Functions, which will reduce the disruption to the day-to-day management of the Property.

For the reasons stated above, the Manager does not expect the proposed arrangements for the HK Company Employees and the Core Function Employees (whether new and/or the existing employees of the Project Company) to result in any significant liability or loss to The Link.

Submission with regard to 7.5(d) of the REIT Code

The Manager has made a submission in respect of 7.5(d) of the REIT Code (regarding the use of more than two layers of SPVs) to hold the Property through intermediate holding companies for the purpose of organising The Link's non-Hong Kong investments, subject to Completion and the condition that there will be no change to the maximum number of six layers of SPVs used by The Link for holding the Property without further approval of the SFC.

Connected party transactions with regard to SCBHK acting as the Escrow Agent

SCBHK, the Escrow Agent, is a connected person to The Link under the REIT Code as Ms. May Siew Boi TAN, an independent non-executive Director of the Manager, is also a director of SCBHK. SCBHK has solely been engaged under the Deposit Escrow Agreement and Bulletin 7 Tax Escrow Agreement to hold the Deposit and the tax escrow amount as described in "SECTION II. KEY TERMS OF THE SPA – Consideration and payments" for the purpose of the SPA. Since SCBHK is a connected person, the entry into of the Deposit Escrow Agreement and the Bulletin 7 Tax Escrow Agreement, and the consummation of the transactions thereunder, constitute connected party transactions (within the meaning under the REIT Code) of The Link. The Deposit Escrow Agreement and the Bulletin 7 Tax Escrow Agreement are entered into between the parties thereunder at arm's length and are of terms comparable to those offered by other bank institutions acting as professional escrow agents in the market.

The engagement of SCBHK as the Escrow Agent and the aggregate fee of USD12,000 payable to SCBHK under the Deposit Escrow Agreement and the Bulletin 7 Tax Escrow Agreement, the cost of which will be shared by the Purchaser and the Seller equally, have been approved by the Board (except Ms. May Siew Boi TAN who has abstained) and further details will be disclosed in the next interim and annual reports of The Link.

Based on the information from the Seller, SCBHK was also appointed as the financial adviser to the Seller in respect of the Acquisition. For this reason, Ms. May Siew Boi TAN has also abstained from voting and giving any opinion with respect to the Acquisition and the transactions contemplated thereunder.

Further Announcements

The Manager will make further announcements upon Completion and when the Final Consideration is finally determined according to the Completion Statement, or alternatively, if the Conditions Precedent have not been satisfied or (where applicable), waived on or prior to the Completion Date.

SECTION XIII. GENERAL

About the Purchaser, the Purchaser Guarantor and The Link

The Purchaser is a company incorporated in the British Virgin Islands and a SPV indirectly and wholly-owned by The Link. The Purchaser Guarantor is a company incorporated in the Cayman Islands and a SPV wholly-owned by The Link. The Purchaser currently has no other business activity and it will solely be used to hold the Target Company and hence the Property upon Completion.

The Link is a collective investment scheme authorised by the SFC and the Units are listed on the Main Board of the Stock Exchange (stock code: 823). HSBC Institutional Trust Services (Asia) Limited is the Trustee.

The Link, managed by the Manager, currently has a portfolio consisting of properties with an internal floor area of approximately 11.0 million square feet of retail space and approximately 77,000 car parking spaces. All of its properties, except EC Mall in Beijing and its related car parks, are located in Hong Kong

About the Seller and the Seller Guarantor

The Seller is Interchina International Limited, a company incorporated in the British Virgin Islands, which is indirectly wholly-owned by Shui On Land.

The Seller Guarantor is China Xintiandi Holding Company Limited, a company incorporated in the Cayman Islands and an indirect wholly-owned subsidiary of Shui On Land, a company incorporated in the Cayman Islands whose shares are listed on the Stock Exchange (stock code: 272). Shui On Land through its subsidiaries and associates is one of the leading property developers in the PRC and principally engages in the development, sale, leasing, management and long-term ownership of high quality residential, office, retail, entertainment and cultural properties in the PRC.

Warning: Completion is subject to the fulfilment or (where applicable) waiver of the Conditions Precedent, including, among other things, Shui On Land having obtained its requisite shareholders' approval for the disposal of the Sale Share. As such, the Acquisition may or may not proceed. Unitholders and potential investors of The Link are advised to exercise caution when dealing in the Units, and are recommended to seek independent professional advice if they are in any doubt about their position and as to actions that they should take.

SECTION XIV. DEFINITIONS

In this announcement, the following definitions apply unless otherwise stated. Also, where terms are defined and used in only one section of this announcement, these defined terms are not included in the table below.

2014/2015 Annual Report	the annual report of The Link for the financial year ended 31 March 2015
Acquisition	the acquisition of the Sale Share by the Purchaser pursuant to the terms of the SPA
Agreed Property Value	the value of the Property as agreed between the Purchaser and the Seller for the purpose of the Acquisition, being RMB6,600,860,000
Appraised Value	RMB6,500 million, being the appraised value of the Property as at 22 July 2015 according to the Valuation Report
Asset Manager	上海新天地商業管理有限公司 (Shanghai Xintiandi Management Limited), a company established in the PRC and an affiliate of Shui On Land
Board	the board of directors of the Manager
Brand License Agreement	the agreement in respect of the use of the brand “CORPORATE AVENUE 企业天地” to be entered into between Sky Link (Hong Kong) Limited (a wholly-owned subsidiary of the Seller Guarantor) and the Project Company subject to and upon Completion
Bridge Agreement	the agreement in respect of the construction and maintenance of the Corporate Avenue Bridge to be entered into among the Project Company, 上海樂復房地產有限公司 (Shanghai Le Fu Properties Co., Ltd.) and Taipingqiao Holding Company Limited subject to and upon Completion
Bulletin 7	the Announcement of the State Administration of Taxation of the PRC on Issues Concerning Enterprise Income Tax on Indirect Transfer of Assets by Non-Tax Resident Enterprises and applicable PRC laws, regulations, rules and circulars in force from time to time that operate to amend, supplement and/or implement the aforesaid regulation or any part thereof

<i>Bulletin 7 Tax Escrow Agreement</i>	the escrow agreement between the Purchaser, the Seller and the Escrow Agent dated 23 July 2015, under which the Escrow Agent will hold the tax escrow amount as described in “SECTION II. KEY TERMS OF THE SPA – Consideration and payments” for the purpose of the SPA
<i>Business Day</i>	means a day (other than a Saturday or Sunday or public holiday in Hong Kong, the PRC, New York or the British Virgin Islands or any day on which a tropical cyclone warning no. 8 or above or a “black” rain warning signal is hoisted in Hong Kong at any time between 9:00a.m. and 5:00p.m.) on which banks are open in Hong Kong, the PRC, New York and the British Virgin Islands for general commercial business and dealings in inter-bank deposits and payments can take place
<i>CBD</i>	central business district
<i>Completion</i>	completion of the Acquisition pursuant to the terms of the SPA on the Completion Date
<i>Completion Date</i>	24 August 2015 unless extended to 31 August 2015 by the Purchaser serving written notice on the Seller on or before 21 August 2015 (or such other date as may be agreed between the Purchaser and the Seller in writing) on which Completion shall take place pursuant to the SPA
<i>Completion Statement</i>	the statement showing the adjusted assets and liabilities of the Target Group as at the Completion Date, to be prepared in accordance with the terms of the SPA for ascertaining the Net Asset Adjustment
<i>Conditions Precedent</i>	has the meaning given to this term in “SECTION II. KEY TERMS OF THE SPA – Conditions Precedent” of this announcement
<i>connected person</i>	has the meaning given to this term under the REIT Code
<i>Core Functions</i>	has the meaning given to this term in “SECTION XII. REGULATORY IMPLICATIONS – Waiver from strict compliance with 7.5(c) of the REIT Code – (b) Core Function Employees of the Project Company” of this announcement
<i>Core Function Employees</i>	has the meaning given to this term in “SECTION XII. REGULATORY IMPLICATIONS – Waiver from strict compliance with 7.5(c) of the REIT Code” of this announcement
<i>Deposit</i>	has the meaning given to this term in “SECTION II. KEY TERMS OF THE SPA – Deposit” of this announcement

<i>Deposit Escrow Agreement</i>	the escrow agreement between the Purchaser, the Seller and the Escrow Agent dated 23 July 2015, under which the Escrow Agent will hold the Deposit as described in “SECTION II. KEY TERMS OF THE SPA – Deposit” for the purpose of the SPA
<i>Directors</i>	the directors of the Manager
<i>Escrow Agent</i>	SCBHK, the escrow agent appointed under the Deposit Escrow Agreement and the Bulletin 7 Tax Escrow Agreement
<i>Expenses</i>	expenses in an aggregate amount of approximately HK\$7.5 million payable by the Purchaser mainly for professional services fees in connection with the Acquisition
<i>Final Consideration</i>	the total purchase price payable by the Purchaser to the Seller for the Sale Share pursuant to the SPA, being the Agreed Property Value of RMB6,600,860,000, to be adjusted by the Net Asset Adjustment
<i>GDP</i>	gross domestic product
<i>HK Company</i>	Atlantic Best Limited, a company incorporated in Hong Kong and a direct wholly-owned subsidiary of Target Company
<i>HK Company Employees</i>	has the meaning given to this term in “SECTION XII. REGULATORY IMPLICATIONS – Waiver from strict compliance with 7.5(c) of the REIT Code – (a) HK Company Employees” of this announcement
<i>Hong Kong</i>	the Hong Kong Special Administrative Region of The People’s Republic of China
<i>HK\$</i>	Hong Kong dollars, the lawful currency of Hong Kong
<i>Independent Property Valuer</i>	CBRE Limited, the current Principal Valuer (as defined in the REIT Code) of The Link and an independent property valuer (within the meaning of Chapter 6 of the REIT Code) appointed for valuing the Property for the purpose of the Acquisition
<i>Independent Third Party</i>	an independent third party who is not a connected person of The Link
<i>Initial Consideration</i>	RMB6,625,536,002 (equivalent to approximately HK\$8,264 million), being the Seller’s and the Purchaser’s estimation of the Final Consideration based on (1) the assets and liabilities of the Target Group as at 31 March 2015; and (2) the estimated profit of the Target Group from 1 April 2015 to the Completion Date

<i>Listing Rules</i>	Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
<i>Manager</i>	The Link Management Limited, in its capacity as the manager of The Link
<i>Net Asset Adjustment</i>	has the meaning given to this term in “SECTION II. KEY TERMS OF THE SPA – Consideration and payments” of this announcement
<i>New Asset Management Agreement</i>	the asset management agreement in relation to the Property to be entered into between the Project Company and the Asset Manager subject to and upon Completion
<i>New Property Management Agreement</i>	the property management agreement in relation to the Property to be entered into between the Project Company and the Property Manager subject to and upon Completion
<i>Other Transaction Documents</i>	the Brand License Agreement, the New Property Management Agreement, the New Asset Management Agreement and the Bridge Agreement
<i>Permitted Business</i>	has the meaning given to this term in “SECTION VIII. INFORMATION ON THE TARGET GROUP” of this announcement
<i>PRC</i>	The People’s Republic of China
<i>Project Company</i>	上海興邦房地產有限公司 (Shanghai Xing Bang Properties Co., Ltd.), a company established in the PRC, a direct wholly-owned subsidiary of the HK Company, and the sole registered owner of the Property
<i>Property</i>	the property comprising two Premium Grade A office towers known as “Corporate Avenue 1” and “Corporate Avenue 2” and a connecting retail podium and pavilion with street shops and carparks thereunder, which is located at 202 and 222 Hu Bin Road and 333 Huang Pi Nan Road, Huangpu District, Shanghai, the PRC, particulars of which are described in “SECTION III. THE PROPERTY – General description” of this announcement
<i>Property Manager</i>	上海豐誠物業管理有限公司 (Shanghai Feng Cheng Property Management Co., Ltd.), a company established in the PRC and an indirect wholly-owned subsidiary of Shui On Land
<i>Purchaser</i>	Capital Gainer Limited, a company incorporated in the British Virgin Islands and a SPV wholly owned by The Link

<i>Purchaser Guarantor</i>	The Link Properties Limited, a SPV wholly-owned by The Link
<i>PwC</i>	PricewaterhouseCoopers, the existing external auditor of The Link, which will be appointed for the purpose of (among others) reviewing the Completion Statement for the purpose of ascertaining the Net Asset Adjustment
<i>Real Estate Ownership Certificate</i>	the Shanghai Certificate of Real Estate Ownership issued by the Shanghai Housing and Land Resources Administration Bureau (Hu Fang Di Lu Zi (2004) No.: 002166)
<i>REIT Code</i>	the Code on Real Estate Investment Trusts published, and as may be amended or supplemented from time to time, by the SFC
<i>REIT(s)</i>	real estate investment trust(s)
<i>RMB</i>	Renminbi, the lawful currency of the PRC
<i>Sale Share</i>	one share in the capital of the Target Company, being its entire issued share capital
<i>SCBHK</i>	Standard Chartered Bank (Hong Kong) Limited, a connected person of The Link by virtue of Ms. May Siew Boi TAN (an independent non-executive Director of the Manager) being its director
<i>Seller</i>	Interchina International Limited, a company incorporated in the British Virgin Islands and an indirectly wholly-owned subsidiary of Shui On Land
<i>Seller Guarantor</i>	China Xintiandi Holding Company Limited, a company incorporated in the Cayman Islands and an indirect wholly-owned subsidiary of Shui On Land
<i>SFC</i>	the Securities and Futures Commission of Hong Kong
<i>Shui On Land</i>	Shui On Land Limited, the indirect 100% owner of the Seller and the Seller Guarantor, and a company incorporated in the Cayman Islands whose shares are listed on the Stock Exchange
<i>SPA</i>	the sale and purchase agreement dated 23 July 2015 entered into between the Purchaser, the Purchaser Guarantor, the Seller and the Seller Guarantor in respect of the Acquisition
<i>SPV</i>	special purpose vehicle that is owned and controlled by The Link in accordance with the REIT Code and the Trust Deed

<i>SOL Undertaking</i>	has the meaning given to this term in “Section II. KEY TERMS OF THE SPA – Guarantees”
<i>Stock Exchange</i>	The Stock Exchange of Hong Kong Limited
<i>Target Company</i>	Brixworth International Limited, a company incorporated in the British Virgin Islands and an indirect wholly-owned subsidiary of Shui On Land
<i>Target Group</i>	collectively, the Target Company, the HK Company and the Project Company
<i>Tax Amount</i>	has the meaning given to this term in “SECTION II. KEY TERMS OF THE SPA – Consideration and payments” of this announcement
<i>Tax Notice</i>	has the meaning given to this term in “SECTION II. KEY TERMS OF THE SPA – Consideration and payments” of this announcement
<i>The Link</i>	The Link Real Estate Investment Trust, a collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), whose Units are listed on the Main Board of the Stock Exchange (stock code: 823), and where the context requires, including the SPVs
<i>Third Party Loans</i>	all loans and other amounts (whether principal, interest or otherwise) owing by the Target Group to third parties as at Completion
<i>Third Party Rights</i>	any interest or equity or claim of any person (including any right to acquire, option, right of first refusal or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, imposition, hypothecation, restriction, covenant, easement, encumbrance, security interest, title retention or any other security agreement or arrangement, or any agreement, arrangement or obligation to create or grant any of the above
<i>Trust Deed</i>	the trust deed dated 6 September 2005 between the Trustee and the Manager constituting The Link, as amended and supplemented by eleven supplemental deeds dated 4 November 2005, 8 November 2005, 16 January 2006, 21 November 2006, 13 July 2007, 23 July 2007, 5 October 2009, 23 July 2010, 25 July 2012, 18 February 2014 and 15 January 2015, respectively
<i>Trustee</i>	HSBC Institutional Trust Services (Asia) Limited, in its capacity as the trustee of The Link

Unit(s) and Unitholder(s)	unit(s) of The Link and holder(s) of the Unit(s), respectively
USD	US dollars, the lawful currency of the United States
Valuation Report	the valuation report on the Property dated 22 July 2015 by the Independent Property Valuer for the purpose of the Acquisition

Any reference in this announcement to the occupancy rate of the Property is to the occupancy rate of the Property as at 30 June 2015 on the basis of the rent roll as at that date as provided by the Seller. The HK\$ equivalent of RMB disclosed in this announcement is arrived at using the Treasury Markets Association spot rate (RMB1 : HK\$1.2473) quoted as of the date of this announcement.

By order of the board of directors of
The Link Management Limited
(as manager of The Link Real Estate Investment Trust)
Ricky CHAN Ming Tak
Company Secretary

Hong Kong, 23 July 2015

As at the date of this announcement, the Board of the Manager comprises:

Chairman (also an Independent Non-Executive Director)

Nicholas Robert SALLNOW-SMITH

Executive Directors

George Kwok Lung HONGCHOY (*Chief Executive Officer*)

Andy CHEUNG Lee Ming (*Chief Financial Officer*)

Non-Executive Director

Ian Keith GRIFFITHS

Independent Non-Executive Directors

William CHAN Chak Cheung

May Siew Boi TAN

Peter TSE Pak Wing

Nancy TSE Sau Ling

David Charles WATT

Richard WONG Yue Chim

Elaine Carole YOUNG