

CAPITAMALL TRUST

Circular dated 9 February 2009 (Proposed Rights Issue)

CIRCULAR DATED 9 FEBRUARY 2009

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) takes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this Circular. If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

Approval in-principle has been obtained from the SGX-ST for the listing and quotation of the new units in CapitaMall Trust (“**CMT**”) to be issued for the purpose of the Rights Issue (as defined herein) (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 CMT, the units in CMT (“**Units**”), the Rights Issue or the Rights Units.

If you have sold or transferred all your Units, you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form in this Circular, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

This Circular is not for distribution, directly or indirectly, in or into the United States (“**U.S.**”). It is not an offer of securities for sale into the U.S. The Rights Units have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or the securities laws of any state of the U.S. or other jurisdiction, and the Rights Units may not be offered or sold within the U.S. except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. There will be no public offer of securities in the U.S.



(Constituted in the Republic of Singapore pursuant to a trust deed dated 29 October 2001 (as amended))

MANAGED BY

CAPITAMALL TRUST MANAGEMENT LIMITED

A member of CapitaLand

**CIRCULAR TO UNITHOLDERS
IN RELATION TO:**

- (1) **THE PROPOSED UNDERWRITTEN RENOUNCEABLE RIGHTS ISSUE; AND**
- (2) **THE PROPOSED WHITEWASH RESOLUTION.**

Sole Financial Adviser for the Rights Issue



Joint Lead Managers and Underwriters for the Rights Issue



J.P.Morgan

Independent Financial Adviser to the Independent Directors of CapitaMall Trust Management Limited



IMPORTANT DATES AND TIMES FOR UNITHOLDERS

Last date and time for lodgement of Proxy Forms	:	28 February 2009 at 2.30 p.m.
Date and time of Extraordinary General Meeting	:	2 March 2009 at 2.30 p.m.
Place of Extraordinary General Meeting	:	STI Auditorium, Level 9 168 Robinson Road, Capital Tower Singapore 068912

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CORPORATE INFORMATION

Directors of CapitaMall Trust Management Limited (the manager of CMT (the “Manager”))	: Mr James Koh Cher Siang (Chairman & Independent Non-Executive Director) Mr Liew Mun Leong (Deputy Chairman & Non-Executive Director) Mr Lim Beng Chee (Chief Executive Officer & Executive Director) Mr James Glen Service (Independent Non-Executive Director) Mr David Wong Chin Huat (Independent Non-Executive Director) Mr S. Chandra Das (Non-Executive Director) Mr Kee Teck Koon (Non-Executive Director) Mr Olivier Lim Tse Ghow (Non-Executive Director) Mr Lui Chong Chee (Non-Executive Director)
Registered Office of the Manager	: 39 Robinson Road #18-01 Robinson Point Singapore 068911
Trustee of CapitaMall Trust (the “Trustee”)	: HSBC Institutional Trust Services (Singapore) Limited 21 Collyer Quay #14-01 HSBC Building Singapore 049320
Legal Adviser for the Rights Issue and to the Manager	: Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989
Legal Adviser to the Trustee	: Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542
Sole Financial Adviser for the Rights Issue	: DBS Bank Ltd 6 Shenton Way DBS Building Tower One Singapore 068809
Joint Lead Managers and Underwriters for the Rights Issue (the “Joint Lead Managers and Underwriters”)	: DBS Bank Ltd 6 Shenton Way DBS Building Tower One Singapore 068809 J.P. Morgan (S.E.A.) Limited 168 Robinson Road 17th Floor Capital Tower Singapore 068912
Legal Adviser to the Joint Lead Managers and Underwriters as to Singapore Law	: Venture Law LLC 50 Raffles Place #30-00 Singapore Land Tower Singapore 048623

Legal Adviser to the Joint Lead Managers and Underwriters as to U.S. Federal Law : White & Case LLP
50 Raffles Place #30-00
Singapore Land Tower
Singapore 048623

Unit Registrar and Unit Transfer Office : Boardroom Corporate & Advisory Services Pte. Ltd.
3 Church Street
#08-01 Samsung Hub
Singapore 049483

Independent Financial Adviser to the Independent Directors of the Manager (the “IFA”) : ANZ Singapore Limited
1 Raffles Place
#32-00 OUB Centre
Singapore 048616

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SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the full text of this Circular. Meanings of defined terms may be found in the Glossary on pages 34 to 40 of this Circular.

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding.

OVERVIEW

CMT is a Singapore-based real estate investment trust established with the principal investment objective of investing in real estate or real estate-related assets, which are income-producing and used, or predominantly used, for retail purposes.

The Manager is proposing the Rights Issue to raise gross proceeds of approximately S\$1.23 billion principally to repay the Borrowings (as defined herein) and to pay for committed asset enhancement initiatives of CMT and its subsidiaries (the “**CMT Group**”), with any balance of the net proceeds to be used for general corporate and working capital purposes.

The Rights Issue would allow CMT to strengthen its balance sheet. The CMT Group’s Aggregate Leverage¹ will decrease from 43.2% as at 31 December 2008 to 29.1%² assuming the Borrowings are repaid immediately after the completion of the Rights Issue. The Manager believes that the reduction in Aggregate Leverage would help to optimise CMT’s capital structure and provide greater financial flexibility to capitalise on opportunities including asset enhancements. In addition, the improved credit profile will also enhance CMT’s ability to secure debt facilities at potentially more competitive terms in the midst of a generally diminished availability of external credit.

Summary of Approvals Sought

The Manager seeks approvals from unitholders of CMT (“**Unitholders**”) for the resolutions stated below:

- (1) **Resolution 1: The Proposed Underwritten Renounceable Rights Issue (Extraordinary Resolution) (Conditional upon Resolution 2)**
- (2) **Resolution 2: The Proposed Whitewash Resolution (Ordinary Resolution)**

RESOLUTION 1: THE PROPOSED UNDERWRITTEN RENOUNCEABLE RIGHTS ISSUE

Overview of the Underwritten Renounceable Rights Issue

The proposed issue of approximately 1.50 billion Rights Units is made on an underwritten and renounceable basis to Eligible Unitholders (as defined herein) (the “**Rights Issue**”) on a basis of 9 Rights Units for every 10 existing Units (“**Existing Units**”, and the basis of the Rights Issue, the “**Rights Ratio**”) held on 6 March 2009 at 5.00 p.m. (the “**Rights Issue Books Closure Date**”), at an issue price of S\$0.82 per Rights Unit (the “**Rights Issue Price**”), fractional entitlements to be disregarded.

¹ “**Aggregate Leverage**” is defined as the ratio of the value of borrowings and deferred payments (if any) to the value of Deposited Property (as defined herein) of the CMT Group.

² After adjustment for the S\$15.0 million revolving credit facility (“**RCF**”) repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.

The Rights Issue will raise gross proceeds of approximately S\$1.23 billion principally to repay the Borrowings as set out in the table below.

Borrowings To Be Repaid	Amount	Maturity Date
Fixed rate term loan from Silver Maple Investment Corporation Ltd	S\$335.0 million	August 2009
Fixed rate notes issued by CMT MTN Pte. Ltd. under the unsecured multi-currency medium term note programme	S\$80.0 million	May 2009
Fixed rate term loan and the RCF under CapitaRetail Singapore Limited (“CRSL”)	S\$341.2 million ⁽¹⁾	August 2009 ⁽²⁾
Bridge loan facility of CMT	S\$200.0 million	August 2009 ⁽²⁾

Notes:

- (1) The amount to be repaid from the net proceeds of the Rights Issue may increase if CRSL draws down further amounts under the RCF to pay for committed asset enhancement initiatives prior to the completion of the Rights Issue.
- (2) CMT has the option of repaying these borrowings prior to their maturity dates.

The balance of the net proceeds will be used to pay for committed asset enhancement initiatives of the CMT Group, and general corporate and working capital purposes.

Pending the deployment of the net proceeds from the Rights Issue, 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 Rights Issue Price represents a discount of approximately 43.4% to the closing price of S\$1.45 per Unit on 6 February 2009 (the “**Closing Price**”), being the last trading day of the Units prior to the announcement of the Rights Issue and a discount of approximately 49.1% to the 30-day volume weighted average price immediately preceding 9 February 2009 of S\$1.61 per Unit (“**30-day VWAP**”).

The Rights Issue Price also represents a discount of approximately 28.7% to the theoretical ex-rights price (“**TERP**”) of S\$1.15 per Unit. The TERP is calculated as follows:

$$\text{TERP} = \frac{\text{Market capitalisation of CMT}^1 + \text{Gross proceeds from the Rights Issue}}{\text{Units outstanding after the Rights Issue}}$$

Unitholders should note that the number of Rights Units that will be issued pursuant to the Rights Issue and the amount of proceeds raised by the Rights Issue as mentioned above are based on the assumption that none of the CMT S\$650,000,000 1.0% convertible bonds due 2013 (the “**Convertible Bonds**”) is converted into Units at or prior to the Rights Issue Books Closure Date. The Manager believes that it is unlikely that any of the Convertible Bonds will be converted into Units at or prior to the Rights Issue Books Closure Date as the current conversion price of the Convertible Bonds (the “**Current Conversion Price**”) of S\$4.36 is significantly higher than the Closing Price of S\$1.45 per Unit.

For the purpose of this Circular, unless otherwise stated, the number of Rights Units to be issued under the Rights Issue has been assumed to be 1,502,358,923 based on the Rights Ratio, which also reflects the number of Units fully underwritten by the Joint Lead Managers and Underwriters. The actual number of Rights Units to be issued under the Rights Issue may be higher if the Convertible Bonds are converted into Units at or prior to the Rights Issue Books Closure Date. Additional Rights Units in excess of 1,502,358,923 will only be issued to the extent that (a) any of the Convertible Bonds are converted into Units, and such Units are standing to the credit of the Securities Accounts (as defined herein) of such converting holders of the Convertible Bonds at or prior to the Rights Issue Books

¹ Based on the Closing Price.

Closure Date and (b) the total number of Rights Units which are validly subscribed and paid for by Eligible Unitholders exceeds 1,502,358,923.

The terms and conditions of the Convertible Bonds provide for adjustments to be made to the Current Conversion Price of the Convertible Bonds in the event of a rights issue of Units. The adjustment shall become effective on the date of issue of the Rights Units. Unitholders should note that by approving the Rights Issue, they are also approving the increase in the number of potential Units which will be issued upon the conversion of the Convertible Bonds as a result of the adjustments to the Current Conversion Price arising from the Rights Issue.

Underwriting of the Rights Issue

The Rights Issue is fully underwritten¹ by the Joint Lead Managers and Underwriters on the terms and subject to the conditions of a management and underwriting agreement entered into between the Manager and the Joint Lead Managers and Underwriters on 9 February 2009 (the “**Underwriting Agreement**”). The Joint Lead Managers and Underwriters will be entitled to a commission (the “**Underwriting Commission**”) of:

- (i) 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (as defined herein) (which is equivalent to approximately S\$6.4 million);
- (ii) 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units (as defined herein) (which is equivalent to approximately S\$8.4 million); and
- (iii) 2.50% of the Rights Issue Price multiplied by the total number of Rights Units² less the CL Proportionate Rights Units and the CL Commitment Rights Units (the “**Remaining Rights Units**”) (which is equivalent to approximately S\$12.3 million),

together with any goods and services tax payable thereon.

In addition, in relation to the Remaining Rights Units, an incentive fee of up to 0.25% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to approximately S\$1.2 million) is payable by the Manager, at its discretion, to the Joint Lead Managers and Underwriters. This incentive fee is payable by the Manager at its discretion depending on its assessment of the performance of the Joint Lead Managers and Underwriters in managing the Rights Issue, the advice rendered to the Manager in relation to the Rights Issue and the outcome of the Rights Issue. The rationale for the inclusion of an incentive fee in the fee structure is to incentivise the Joint Lead Managers and Underwriters in managing the Rights Issue.

It should be noted that the Underwriting Agreement may be terminated upon the occurrence² of certain events, including those of a *force majeure* nature, but the Joint Lead Managers and Underwriters will not be entitled to rely on *force majeure* to terminate the Underwriting Agreement on or after the date on which ex-rights trading commences, in compliance with Rule 818 of the Listing Manual of the SGX-ST (the “**Listing Manual**”).

¹ Full underwriting of 1,502,358,923 Rights Units on the basis that none of the Convertible Bonds will be converted into Units at or prior to the Rights Issue Books Closure Date.

² Based on the 1,502,358,923 Rights Units which are fully underwritten by the Joint Lead Managers and Underwriters under the terms and conditions of the Underwriting Agreement.

CapitaLand Commitment

To demonstrate its support for CMT and the Rights Issue, CapitaLand Limited (“**CapitaLand**”), which owns an aggregate interest of approximately 29.7% in CMT through the Relevant Subsidiaries¹ as at 6 February 2009, being the latest practicable date prior to the issue of this Circular (the “**Latest Practicable Date**”), has:

- (i) provided an undertaking to the Manager and the Joint Lead Managers and Underwriters on 9 February 2009 (the “**CL Pro Rata Undertaking**”), pursuant to which CapitaLand will procure that the Relevant Subsidiaries accept, and/or procure one or more of the existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units, to subscribe for the Relevant Subsidiaries’ respective provisional allotments of Rights Units (the “**CL Proportionate Rights Units**”); and
- (ii) entered into a commitment agreement (the “**CL Commitment Agreement**”) with the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand agrees, either directly or indirectly through one or more of the Relevant Subsidiaries and/or any existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units, (collectively, the “**Subscribing Subsidiaries**”), to subscribe for up to 60.0% of the total number of Rights Units², to the extent that they are not validly subscribed for under the Rights Issue, less the number of CL Proportionate Rights Units which CapitaLand and its Subscribing Subsidiaries would have subscribed for under the Rights Issue, subject to the passing of the Whitewash Resolution (as defined herein).

Pursuant to the CL Commitment Agreement, the Joint Lead Managers and Underwriters agree to pay to CapitaLand:

- (a) a fee of 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to approximately S\$6.4 million); and
- (b) a fee of 2.25% of the Rights Issue Price multiplied by 60.0% of the total number of Rights Units² less the CL Proportionate Rights Units (“**CL Commitment Rights Units**”) (which is equivalent to approximately S\$8.4 million),

together with any goods and services tax payable thereon (collectively, the “**Commitment Fees**”).

The Commitment Fees payable to CapitaLand will be paid by the Joint Lead Managers and Underwriters out of the Underwriting Commission and the percentage level of the commission payable by the Joint Lead Managers and Underwriters to CapitaLand pursuant to the CL Commitment Agreement will not be more than the percentage level of the commission which the Joint Lead Managers and Underwriters receive pursuant to the Underwriting Agreement.

Given the current challenging market conditions, the Joint Lead Managers and Underwriters have confirmed that they will only underwrite the Rights Issue if CapitaLand enters into the CL Pro Rata Undertaking and CL Commitment Agreement. By committing to this arrangement, CapitaLand is demonstrating its support for CMT and facilitating the underwriting of the Rights Issue by the Joint Lead Managers and Underwriters, thereby enhancing the chances of a

¹ “**Relevant Subsidiaries**” refers to the wholly-owned subsidiaries of CapitaLand which holds either direct or indirect interest in Units, being CapitaLand Financial Limited, CapitaLand RECM Pte. Ltd., the Manager, CapitaLand Retail Limited, Albert Complex Pte Ltd (“**Albert Complex**”), Pyramex Investments Pte Ltd (“**Pyramex**”) and Premier Healthcare Services International Pte Ltd (“**Premier**”).

² Based on the 1,502,358,923 Rights Units which are fully underwritten by the Joint Lead Managers and Underwriters under the terms and conditions of the Underwriting Agreement.

successful Rights Issue. As CapitaLand is making an upfront commitment, it will be assuming market risks for the entire Rights Issue period and forgoing its ability to trade its Rights Entitlements (as defined herein).

Excess Rights Units

CapitaLand may directly and/or through the Subscribing Subsidiaries, choose to apply for 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 provisional allotments of Rights Units under the Rights Issue (during the “nil-paid” rights trading period prescribed by the SGX-ST) and/or (ii) Ineligible Unitholders (as defined herein) which have not been sold during the “nil-paid” rights 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 “nil-paid” rights, (collectively, the **“Excess Rights Units”**). In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders (as defined herein) nor Directors (as defined herein). CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority. (See paragraphs 2.5 and 4 of the Letter to Unitholders for further details.)

Manager and CapitaLand Lock-up

The Manager has pursuant to the Underwriting Agreement agreed not to, among other things, offer, issue or contract to issue any Units¹, and make any announcements in connection with any of the foregoing transactions until the date falling 90 days after the date on which the Rights Units are listed on the SGX-ST.

In the event that the unitholdings of CapitaLand and the Subscribing Subsidiaries in CMT is equal to or exceed 30.0% after the issue of the Rights Units, CapitaLand has, pursuant to the CL Commitment Agreement, agreed to a lock-up arrangement in respect of all the Units held by CapitaLand and/or its Subscribing Subsidiaries (subject to the terms and conditions therein), during the period from the date on which the Rights Units are listed on the SGX-ST to the date falling 180 days after the date on which the Rights Units are listed on the SGX-ST.

Waiver of the Singapore Code of Take-over and Mergers

On 3 February 2009, the Securities Industry Council (the **“SIC”**) granted a waiver (the **“SIC Waiver”**) of the requirement by CapitaLand and parties acting in concert with it to make a mandatory offer for Units under the Singapore Code of Take-over and Mergers (the **“Code”**) as a result of CapitaLand and the Subscribing Subsidiaries (i) subscribing for the CL Proportionate Rights Units pursuant to the CL Pro Rata Undertaking and the CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) applying directly and/or through the Subscribing Subsidiaries for the Excess Rights Units under the Rights Issue (the **“CL Excess Application”**), subject to, *inter alia*, the approval of the Whitewash Resolution by Independent Unitholders (as defined herein) at a general meeting (Resolution 2).

¹ Save for the issue of the Rights Units, Units to the Manager as payment of its management fees in accordance with the Trust Deed (as defined herein) and any Units to be issued pursuant to the conversion of the Convertible Bonds.

Rationale for the Rights Issue

In view of current market conditions, the Manager believes that a rights issue is the most appropriate method of raising equity. The Rights Issue will allow CMT to strengthen its balance sheet and reduce the CMT Group's Aggregate Leverage from 43.2% as at 31 December 2008 to 29.1%¹ assuming the Borrowings are repaid immediately after the Rights Issue. The Manager believes that the reduction in Aggregate Leverage would help to optimise CMT's capital structure and provide greater financial flexibility to capitalise on opportunities including asset enhancements.

In addition, Unitholders will be provided with the opportunity to subscribe for their pro rata entitlement to the Rights Units at a Rights Issue Price of S\$0.82 which is at a discount of approximately 43.4% to the Closing Price, a discount of approximately 49.1% to the 30-day VWAP and a discount of approximately 28.7% to the TERP.

In comparison with the pro forma net asset value² ("NAV") per Unit after completion of the Rights Issue, the Rights Issue Price is at a discount of approximately 50.3%, while the TERP is at a discount of approximately 30.3%.

Unitholders who do not wish to subscribe for the Rights Units may choose to renounce their provisional allotments of Rights Units in favour of a third party or sell their Rights Entitlements during the "nil-paid" rights trading period to realise the value of their Rights Entitlements. In addition, Unitholders are entitled to apply for Excess Rights Units.

(See paragraph 2.7 of the Letter to Unitholders for further details.)

Status of Rights Issue

The Rights Units will, upon allotment and issue, rank *pari passu* 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 January 2009 to 31 March 2009 as well as all distributions thereafter.

For the avoidance of doubt, the Rights Units will not be entitled to CMT's distribution for the period from 1 October 2008 to 31 December 2008 which will be paid on 27 February 2009.

Unitholders should note that by approving the Rights Issue, they are also approving the issuance of the Rights Units which will rank *pari passu* 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 January 2009, notwithstanding that the Rights Units is expected to be issued on 2 April 2009.

RESOLUTION 2: THE PROPOSED WHITEWASH RESOLUTION

The Manager proposes to seek approval from Unitholders other than CapitaLand, parties acting in concert with it and parties which are not independent of CapitaLand (the "**Independent Unitholders**") for a waiver of their right to receive a mandatory offer from CapitaLand and parties acting in concert with it for the remaining issued Units not owned or controlled by CapitaLand and parties acting in concert with it pursuant to Rule 14 of the Code (the "**Mandatory Offer**"), in the event that CapitaLand and the Subscribing Subsidiaries acquire a sufficient number of Rights Units through taking up provisional allotments of Rights Units allotted to them and, if applicable, through (i) subscribing for the CL

¹ After adjustment for the S\$15.0 million RCF repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.

² Please see paragraph 3.3 of the Letter to Unitholders.

Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) applying for Excess Rights Units pursuant to the Rights Issue.

CapitaLand and the Subscribing Subsidiaries may possibly, upon taking up the Rights Units comprising their provisional allotments as well as applying for the Excess Rights Units and/or subscribing for the CL Commitment Rights Units, end up acquiring additional Units which exceed the threshold pursuant to Rule 14.1(a) of the Code. Rule 14.1(a) of the Code states that CapitaLand and parties acting in concert with it would be required to make a Mandatory Offer if CapitaLand and the Subscribing Subsidiaries acquire additional Units which increase their aggregate unitholding in CMT to 30.0% or more.

Unless waived by the SIC, pursuant to Rule 14.1(a) of the Code, CapitaLand and parties acting in concert with it would then be required to make a Mandatory Offer. The SIC has granted this waiver subject to, *inter alia*, the Whitewash Resolution being approved by Independent Unitholders at the extraordinary general meeting of Unitholders to be held on 2 March 2009 at 2.30 p.m. (the "EGM").

Independent Unitholders should note that by voting for the Whitewash Resolution, they are waiving their rights to receive a Mandatory Offer from CapitaLand and parties acting in concert with it at the highest price paid or agreed to be paid by CapitaLand and parties acting in concert with it for Units in the past six months preceding the acceptance by CapitaLand and the Subscribing Subsidiaries of all of their provisional allotments under the Rights Issue and the application for the CL Excess Application and/or the subscription for the CL Commitment Rights Units pursuant to the CL Commitment Agreement, resulting in an obligation to make a Mandatory Offer¹.

Independent Unitholders should further note that CapitaLand and the Subscribing Subsidiaries may choose to apply for any number of Excess Rights Units under the Rights Issue and in the event that none of the Rights Units provisionally allotted to Eligible Unitholders other than CapitaLand and the Subscribing Subsidiaries are subscribed for by such Unitholders or by the purchasers of the Rights Entitlements and CapitaLand and the Subscribing Subsidiaries accept their provisional allotments and apply for all the Excess Rights Units under the Rights Issue, this will raise the proportionate aggregate interest of CapitaLand and the Subscribing Subsidiaries in the issued Units up to 63.0% immediately after the completion of the Rights Issue. As CapitaLand and the Subscribing Subsidiaries would then hold more than 49.0% of the issued Units, they would be free to thereafter acquire further Units without incurring any obligation under Rule 14 of the Code to make a Mandatory Offer.

By voting in favour of the Whitewash Resolution, Independent Unitholders could also be forgoing the opportunity to receive a general offer from another person who may be discouraged from making a general offer in view of the potential dilutive effect resulting from the acceptance by CapitaLand and the Subscribing Subsidiaries of all of their provisional allotments and (i) the subscription of CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) (if CapitaLand and the Subscribing Subsidiaries so choose) the application by CapitaLand and the Subscribing Subsidiaries for Excess Rights Units under the Rights Issue.

In the scenario where CapitaLand and the Subscribing Subsidiaries subscribe for not only their provisional allotments but also subscribes for all the CL Commitment Rights Units pursuant to the CL Commitment Agreement and assuming that CapitaLand and the Subscribing Subsidiaries do not apply for any Excess Rights Units, the aggregated unitholding of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue and upon the subscription for all of the Rights Units will be approximately 44.1%.

¹ While Units have been issued to the Manager as payment of its management fees, CapitaLand and the Subscribing Subsidiaries have not bought any Units in the last six months preceding the Latest Practicable Date.

The unitholdings of CapitaLand and the Subscribing Subsidiaries pursuant to the Rights Issue are set out in paragraph 4.1 of the Circular.

Rationale for the Whitewash Resolution

The Whitewash Resolution is to enable CapitaLand to, either by itself and/or through one or more of the Subscribing Subsidiaries:

- (i) subscribe for the CL Proportionate Rights Units pursuant to the CL Pro Rata Undertaking and the CL Commitment Rights Units pursuant to the CL Commitment Agreement; and/or
- (ii) apply for the Excess Rights Units pursuant to the Rights Issue.

The rationale for allowing CapitaLand to, either by itself and/or through one or more of the Subscribing Subsidiaries, (i) subscribe for the CL Proportionate Rights Units and the CL Commitment Rights Units and/or (ii) apply for the Excess Rights Units, are set out below.

Rationale to subscribe for the CL Proportionate Rights Units and the CL Commitment Rights Units

Given the current challenging market conditions, the Joint Lead Managers and Underwriters have confirmed that they will only underwrite the Rights Issue if CapitaLand enters into the CL Pro Rata Undertaking and CL Commitment Agreement. By committing to this arrangement, CapitaLand is demonstrating its support for CMT and facilitating the underwriting of the Rights Issue by the Joint Lead Managers and Underwriters, thereby enhancing the chances of a successful Rights Issue.

Rationale to allow CapitaLand to apply for Excess Rights Units

The Manager is of the view that CapitaLand and the Subscribing Subsidiaries should not be treated differently from any other Unitholder and should be given the opportunity to apply for Excess Rights Units. In addition, any CL Excess Application, if CapitaLand chooses to make such application, will further demonstrate CapitaLand's support for and confidence in the Rights Issue and its long-term commitment to CMT and will further enhance the chances of a successful Rights Issue.

In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders nor Directors. CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority.

(See paragraphs 2.5 and 4 of the Letter to Unitholders for further details.)

UNITHOLDERS SHOULD NOTE THAT RESOLUTION 1 (THE RIGHTS ISSUE) IS SUBJECT TO AND CONTINGENT UPON THE PASSING OF RESOLUTION 2 (THE WHITEWASH RESOLUTION).

TIMETABLE

The timetable for the events which are scheduled to take place after the EGM is set out below. Any changes to the timetable below will be announced.

Event	Date and Time
Last date and time for lodgement of Proxy Forms	: 28 February 2009 at 2.30 p.m.
Date and time of the EGM	: 2 March 2009 at 2.30 p.m.
If the approval for the Rights Issue is obtained at the EGM	
Last day of “cum-rights” trading for the Rights Issue	: 3 March 2009
First day of “ex-rights” trading for the Rights Issue	: 4 March 2009
Date on which the Transfer Books and Register of Unitholders of CMT will be closed to determine the provisional allotments of Eligible Unitholders under the Rights Issue	: 6 March 2009 at 5.00 p.m.
Commencement of “nil-paid” rights trading	: 11 March 2009
Last day of “nil-paid” rights trading	: 19 March 2009
Last day for acceptance and payment of Excess Rights Units	: 25 March 2009
Expected date of issue of Rights Units	: 2 April 2009
Expected date of commencement of trading of Rights Units on the SGX-ST	: 3 April 2009

CAPITAMALL TRUST

(Constituted in the Republic of Singapore
pursuant to a trust deed dated 29 October 2001 (as amended))

Directors of the Manager

Mr James Koh Cher Siang (Chairman & Independent
Non-Executive Director)
Mr Liew Mun Leong (Deputy Chairman & Non-Executive Director)
Mr Lim Beng Chee (Chief Executive Officer & Executive Director)
Mr James Glen Service (Independent Non-Executive Director)
Mr David Wong Chin Huat (Independent Non-Executive Director)
Mr S. Chandra Das (Non-Executive Director)
Mr Kee Teck Koon (Non-Executive Director)
Mr Olivier Lim Tse Ghow (Non-Executive Director)
Mr Lui Chong Chee (Non-Executive Director)

Registered Office

39 Robinson Road
#18-01 Robinson Point
Singapore 068911

9 February 2009

To: Unitholders of CapitaMall Trust

Dear Sir/Madam

1. SUMMARY OF APPROVALS SOUGHT

The following paragraphs set forth a summary of the approvals which the Manager seeks from Unitholders. Approval by way of an Extraordinary Resolution (as defined herein) is required in respect of the resolution relating to the Rights Issue (Resolution 1). Approval by way of an Ordinary Resolution (as defined herein) is required in respect of the resolution relating to the Whitewash Resolution (Resolution 2).

Unitholders should note that Resolution 1 (the Rights Issue) is subject to and contingent upon the passing of Resolution 2 (the Whitewash Resolution).

1.1 Resolution 1: The Proposed Underwritten Renounceable Rights Issue (Extraordinary Resolution) (Conditional upon Resolution 2)

The Listing Manual, read together with the trust deed dated 29 October 2001 constituting CMT (as amended) (the "**Trust Deed**"), provides that specific prior approval of Unitholders by Extraordinary Resolution is required for an issue of new Units if the number of such new Units (together with any other issue of Units in the same financial year including Units issued to the Manager in payment of its fees) would, immediately after the issue, exceed 10.0% of the outstanding Units as at 31 December 2008.

Assuming that CMT proceeds with the Rights Issue, it is expected that the number of Rights Units will, immediately after issue, exceed 10.0% of the outstanding Units as at 31 December 2008. Accordingly, the Manager is seeking the approval of Unitholders for an issue of the Rights Units under the Rights Issue.

Approval in-principle has been obtained from the SGX-ST for the Rights Issue and the listing and quotation of the Rights Units on the Main Board of the SGX-ST. The SGX-ST's in-principle approval is not to be taken as an indication of the merits of CMT, the Units, the Rights Issue and the Rights Units.

The Manager intends to issue approximately 1.50 billion Rights Units on the basis of the Rights Ratio of 9 Rights Units for every 10 Existing Units, at the Rights Issue Price of S\$0.82 per Rights Unit so as to raise gross proceeds of approximately S\$1.23 billion. The Rights Issue Price represents a discount of approximately 43.4% to the Closing Price, a discount of approximately 49.1% to the 30-day VWAP and a discount of approximately 28.7% to the TERP.

(See paragraphs 2 and 3 below for further details.)

1.2 Resolution 2: The Proposed Whitewash Resolution (Ordinary Resolution)

The Manager proposes to seek from Independent Unitholders a waiver of their rights to receive a Mandatory Offer from CapitaLand and parties acting in concert with it for all the Units not already owned or controlled by them, in the event that CapitaLand and the Subscribing Subsidiaries acquire a sufficient number of Rights Units through taking up provisional allotments of Rights Units allotted to them and, if applicable, through applying for Excess Rights Units pursuant to the Rights Issue and/or subscribing for the CL Commitment Rights Units pursuant to the CL Commitment Agreement, which would otherwise result in a mandatory bid obligation pursuant to Rule 14 of the Code.

(See paragraph 4 below for further details.)

2. THE PROPOSED UNDERWRITTEN RENOUNCEABLE RIGHTS ISSUE

2.1 Use of Proceeds

The Manager proposes to use the proceeds from the Rights Issue to repay the Borrowings and to pay for committed asset enhancement initiatives of the CMT Group, with any balance of the net proceeds to be used for general corporate and working capital purposes.

The Rights Issue will raise gross proceeds of approximately S\$1.23 billion principally to repay the Borrowings as set out in the table below.

Borrowings To Be Repaid	Amount	Maturity Date
Fixed rate term loan from Silver Maple Investment Corporation Ltd	S\$335.0 million	August 2009
Fixed rate notes issued by CMT MTN Pte. Ltd. under the unsecured multi-currency medium term note programme	S\$80.0 million	May 2009
Fixed rate term loan and the RCF under CRSL	S\$341.2 million ⁽¹⁾	August 2009 ⁽²⁾
Bridge loan facility of CMT	S\$200.0 million	August 2009 ⁽²⁾

Notes:

- (1) The amount to be repaid from the net proceeds of the Rights Issue may increase if CRSL draws down further amounts under the RCF to pay for committed asset enhancement initiatives prior to the completion of the Rights Issue.
- (2) CMT has the option of repaying these borrowings prior to their maturity dates.

The balance of the net proceeds will be used to pay for committed asset enhancement initiatives of the CMT Group, and general corporate and working capital purposes.

It should be noted that none of the Borrowings are loans with an interested person of CMT:

- (i) Silver Maple Investment Corporation Ltd is a special purpose vehicle established as part of the commercial mortgage-backed securities programme originated by CMT and whose

primary objective is to issue notes which are secured over, among others, its rights to the underlying assets which have been mortgaged, assigned and/or charged in its favour by CMT;

- (ii) CMT MTN Pte. Ltd. is a wholly-owned subsidiary of CMT whose main objective is to issue notes under an unsecured multi-currency medium term note programme for and on behalf of CMT and to lend the proceeds from the issuance of such notes to CMT; and
- (iii) CRSL is an investment holding company. CRSL is a special purpose vehicle, whose main objectives are to own all the issued units in CapitaRetail BPP Trust (“**CRBPPT**”), CapitaRetail Lot One Trust (“**CRLot**”) and CapitaRetail Rivervale Trust (“**CRRT**”) and to borrow or issue bonds and redeemable preference shares as well as to extend mortgage loans to CRBPPT, CRLot and CRRT. CRBPPT, CRLot and CRRT in turn own Bukit Panjang Plaza, Lot One Shoppers’ Mall and Rivervale Mall respectively. CMT currently holds 100.0% of the junior bonds and redeemable preference shares issued by CRSL.

CapitaLand does not hold any of (i) the notes which are issued by Silver Maple Investment Corporation Ltd as part of the commercial mortgage-backed securities programme, (ii) the notes issued by CMT MTN Pte. Ltd. under the unsecured multi-currency medium term note programme and (iii) any bonds or redeemable preference shares issued by CRSL.

The repayment of any of the Borrowings using the proceeds of the Rights Issue will allow CMT to strengthen its balance sheet and reduce the CMT Group’s Aggregate Leverage. The Manager believes that the reduction in Aggregate Leverage would help to optimise CMT’s capital structure and provide greater financial flexibility to capitalise on opportunities including asset enhancements. Should the Borrowings be repaid immediately after the completion of the Rights Issue, the CMT Group’s Aggregate Leverage would decrease from 43.2% as at 31 December 2008 to 29.1%¹. (See paragraph 2.7 below.)

Pending the deployment of the net proceeds from the Rights Issue, 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.

2.2 Principal Terms of the Rights Issue

The following is a summary of the principal terms and conditions of the Rights Issue:

Issue Size : The Rights Issue is expected to raise gross proceeds of approximately S\$1.23 billion.

The amount of gross proceeds to be raised by the Rights Issue is based on the assumption that none of the Convertible Bonds is converted into Units at or prior to the Rights Issue Books Closure Date. The Manager believes that it is unlikely that any of the Convertible Bonds will be converted into Units prior to the Rights Issue Books Closure Date as the Current Conversion Price of S\$4.36 is significantly higher than the Closing Price of S\$1.45 per Unit.

¹ After adjustment for the S\$15.0 million RCF repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.

For the purpose of illustration in this Circular, unless otherwise stated, the number of Rights Units to be issued under the Rights Issue has been assumed to be 1,502,358,923 based on the Rights Ratio, which also reflects the number of Units fully underwritten by the Joint Lead Managers and Underwriters. The actual number of Rights Units to be issued under the Rights Issue may be higher if the Convertible Bonds are converted into Units at or prior to the Rights Issue Books Closure Date. Additional Rights Units in excess of 1,502,358,923 will only be issued to the extent that (a) any of the Convertible Bonds are converted into Units, and such Units are standing to the credit of the Securities Account of such converting holders of the Convertible Bonds at or prior to the Rights Issue Books Closure Date and (b) the number of Rights Units which are validly subscribed and paid for by Eligible Unitholders exceeds 1,502,358,923.

Basis of Provisional Allotments : Each Eligible Unitholder is entitled to subscribe for 9 Rights Units for every 10 Existing Units standing to the credit of his Securities Account as at the Rights Issue Books Closure Date, fractional entitlements to be disregarded.

Rights Issue Price : S\$0.82 for each Rights Unit. The Rights Units are payable in full upon acceptance and/or application.

The Rights Issue Price represents a discount of approximately 43.4% to the Closing Price, a discount of approximately 49.1% to the 30-day VWAP and a discount of approximately 28.7% to the TERP.

Status of the Rights Units : The Rights Units will, upon allotment and issue, rank *pari passu* 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 January 2009 to 31 March 2009 as well as all distributions thereafter.

For the avoidance of doubt, the Rights Units will not be entitled to CMT's distribution for the period from 1 October 2008 to 31 December 2008 which will be paid on 27 February 2009.

Unitholders should note that by approving the Rights Issue, they are also approving the issuance of the Rights Units which will rank *pari passu* 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 January 2009, notwithstanding that the Rights Units is expected to be issued on 2 April 2009.

- Eligible Unitholders : Eligible Unitholders are Unitholders with Units standing to the credit of their Securities Accounts and whose registered addresses with The Central Depository (Pte) Limited (“**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, including Entitled QIBs (as defined herein) and such Unitholders who the Manager, on behalf of CMT, and the Joint Lead Managers and Underwriters agree, may be offered Rights Units without breaching applicable securities laws.
- Rights of Eligible Unitholders : Eligible Unitholders are at liberty to accept in part or in full, decline, renounce or trade on the SGX-ST (during the “nil-paid” rights trading period prescribed by the SGX-ST) their provisional allotments of Rights Units and are eligible to apply for the Excess Rights Units.
- The procedures for acceptance, excess applications and payment by Eligible Unitholders will be set out in the offer information statement in connection with the Rights Issue to be lodged with the Monetary Authority of Singapore (“**MAS**”) and issued to Eligible Unitholders (the “**Offer Information Statement**”).
- No provisional allotments of Rights Units will be made to Ineligible Unitholders and no purported acceptance thereof or application thereof by Ineligible Unitholders will be valid.
- Ineligible Unitholders should refer to the paragraphs under the heading “Ineligible Unitholders” below.
- Trading of the Rights Units : Upon the listing and quotation of 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. 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.
- Eligible Unitholders can trade in odd lots of Units on the SGX-ST’s Unit Share Market.
- Governing Law : Laws of the Republic of Singapore.

The above terms and conditions of the Rights Issue are subject to such changes as the Manager may deem fit. The final terms and conditions of the Rights Issue will be set out in the Offer Information Statement to be despatched by the Manager to Eligible Unitholders in due course, subject to, *inter alia*, the approval of the Unitholders for the Rights Issue at the EGM.

The Rights Issue is conditional upon, *inter alia*, the following:

- (i) approval of the Unitholders at the EGM; and
- (ii) lodgement of the Offer Information Statement with the MAS.

In addition, the resolution relating to the Rights Issue is subject to and conditional upon the passing of Resolution 2.

Approval in-principle has been obtained from the SGX-ST for the listing and quotation of 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 CMT, the Units, the Rights Issue or the Rights Units.

The Manager has provided undertakings to the SGX-ST to:

- (i) make periodic announcements on the specific utilisation of the proceeds from the Rights Issue as and when such proceeds are materially disbursed; and
- (ii) provide a status report on the specific use of the proceeds from the Rights Issue in the annual report of CMT to Unitholders.

AS THE RIGHTS ISSUE IS MADE ON A RENOUNCEABLE BASIS, THE PROVISIONAL ALLOTMENTS OF RIGHTS UNITS CAN BE RENOUNCED IN FAVOUR OF A THIRD PARTY OR TRADED ON THE SGX-ST.

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 provisional allotments of Rights Units under the Rights Issue (during the “nil-paid” rights trading period prescribed by the SGX-ST) and/or (ii) Ineligible Unitholders which have not been sold during the “nil-paid” rights trading period or (B) that have not been validly taken up by the original allottees, renounees of the provisional allotments or the purchasers of the “nil-paid” rights will be issued to satisfy Excess Rights Units applications as the Manager may, in its discretion, deem fit.

In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders nor Directors. CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority.

Eligible Unitholders

Eligible Unitholders are Unitholders with Units standing to the credit of their Securities 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, including Entitled QIBs and such Unitholders who the Manager, on behalf of CMT, and the Joint Lead Managers and Underwriters agree, may be offered Rights Units without breaching applicable securities laws.

Eligible Unitholders will be at liberty to accept in part or in full, decline or otherwise renounce or trade (during the “nil-paid” rights trading period prescribed by the SGX-ST) their provisional allotments of Rights Units and are eligible to apply for Excess Rights Units in excess of their provisional allotments under the Rights Issue.

Eligible Unitholders who have subscribed for or purchased Units under the Central Provident Fund Investment Scheme (“**CPFIS**”) and/or the Supplementary Retirement Scheme (“**SRS**”) can

only accept their provisional allotments of Rights Units by instructing the relevant banks in which they hold their CPFIS accounts and/or SRS accounts to do so on their behalf.

Ineligible Unitholders

No provisional allotments of Rights Units will be made to Unitholders other than Eligible Unitholders (“**Ineligible Unitholders**”) and no purported acceptance thereof or application therefor by Ineligible Unitholders will be valid.

The making of the Rights Issue 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. Notwithstanding the foregoing, the nil-paid Rights Entitlements and the Rights Units may be offered, delivered and sold in the U.S. to Entitled QIBs in transactions exempt from registration under the Securities Act. Any Unitholder who wishes to participate in the Rights Issue will have to provide CDP with addresses in Singapore for the service of notice and documents at least three Market Days prior to the Rights Issue Books Closure Date. Save as provided herein and for the avoidance of doubt, the Ineligible Unitholders are not eligible to participate in the Rights Issue.

The nil-paid Rights Entitlements and the Rights Units will not be registered under the Securities Act, or under the securities laws of any state of the U.S. and, accordingly, they may not be offered, sold, resold, granted, delivered, allotted, taken up, transferred or renounced, directly or indirectly, in the U.S. or to U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from the registration requirements of the Securities Act. The nil-paid Rights Entitlements and the Rights Units will only be offered and sold (1) outside the U.S. to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act, and (2) may be offered and sold in the U.S. to Entitled QIBs in transactions exempt from registration requirements of the Securities Act.

If it is practicable to do so, the Manager may, at 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.

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 as at the Rights Issue Books Closure Date and sent to them by ordinary post, provided that where the amount to be distributed to any Ineligible Unitholder is less than S\$10.00, 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 CMT and no Ineligible Unitholder shall have any claim whatsoever against the Manager, the Joint Lead Managers and Underwriters, the Trustee or CDP in connection herewith.

2.3 Rights Issue Price, Proceeds and Rights Units to be issued

The Manager expects to raise gross proceeds of approximately S\$1.23 billion under the Rights Issue.

Based on the 1,669,287,693 Units in issue as at the Latest Practicable Date, the Manager intends to issue approximately 1.50 billion Rights Units on the basis of the Rights Ratio, at the Rights

Issue Price. The Rights Issue Price represents a discount of approximately 43.4% to the Closing Price, a discount of approximately 49.1% to the 30-day VWAP and a discount of approximately 28.7% to the TERP.

2.4 Costs of the Rights Issue

If CMT proceeds with the Rights Issue, the Manager estimates that CMT will have to bear:

- (i) management, underwriting and selling commissions and incentive fee¹ of approximately S\$28.3 million; and
- (ii) professional and other fees and expenses of approximately S\$3.6 million in connection with the Rights Issue,

together with any goods and services tax payable thereon.

2.5 Underwriting of the Rights Issue and the Commitment of CapitaLand

2.5.1 Underwriting of the Rights Issue

The Rights Issue is fully underwritten² by the Joint Lead Managers and Underwriters on the terms and subject to the conditions of the Underwriting Agreement. The Joint Lead Managers and Underwriters will be entitled to a commission of:

- (i) 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to approximately S\$6.4 million);
- (ii) 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units (which is equivalent to approximately S\$8.4 million); and
- (iii) 2.50% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to approximately S\$12.3 million),

together with any goods and services tax payable thereon.

In addition, in relation to the Remaining Rights Units, an incentive fee of up to 0.25% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to approximately S\$1.2 million) is payable by the Manager, at its discretion, to the Joint Lead Managers and Underwriters. This incentive fee is payable by the Manager at its discretion depending on its assessment of the performance of the Joint Lead Managers and Underwriters in managing the Rights Issue, the advice rendered to the Manager in relation to the Rights Issue and the outcome of the Rights Issue. The rationale for the inclusion of an incentive fee in the fee structure is to incentivise the Joint Lead Managers and Underwriters in managing the Rights Issue.

It should be noted that the Underwriting Agreement may be terminated upon the occurrence of certain events, including those of a *force majeure* nature, but the Joint Lead Managers and Underwriters will not be entitled to rely on *force majeure* to terminate the Underwriting Agreement on or after the date on which ex-rights trading commences, in compliance with Rule 818 of the Listing Manual.

¹ Assuming the incentive fee (payable at the discretion of the Manager) is paid in full.

² Full underwriting of 1,502,358,923 Rights Units on the basis that none of the Convertible Bonds will be converted into Units at or prior to the Rights Issue Books Closure Date.

2.5.2 CapitaLand Commitment

To demonstrate its support for CMT and the Rights Issue, CapitaLand has:

- (i) provided the CL Pro Rata Undertaking to the Manager and the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand will procure that the Relevant Subsidiaries accept, and/or procure one or more of the existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units to subscribe for the CL Proportionate Rights Units; and
- (ii) entered into the CL Commitment Agreement with the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand agrees, either directly or indirectly through the Subscribing Subsidiaries, to subscribe for up to 60.0% of the total number of Rights Units¹, to the extent that they are not validly subscribed for under the Rights Issue, less the number of CL Proportionate Rights Units which CapitaLand and its Subscribing Subsidiaries would have subscribed for under the Rights Issue, subject to the passing of the Whitewash Resolution.

Pursuant to the CL Commitment Agreement, the Joint Lead Managers and Underwriters agree to pay to CapitaLand:

- (a) a fee of 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to approximately S\$6.4 million); and
- (b) a fee of 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units (which is equivalent to approximately S\$8.4 million),

together with any goods and services tax payable thereon.

The Commitment Fees payable to CapitaLand will be paid by the Joint Lead Managers and Underwriters out of the Underwriting Commission and the percentage level of the commission payable by the Joint Lead Managers and Underwriters to CapitaLand pursuant to the CL Commitment Agreement will not be more than the percentage level of the commission which the Joint Lead Managers and Underwriters receive pursuant to the Underwriting Agreement.

2.5.3 Board Confirmation

The board of directors of the Manager (the “**Board**”)² has considered the terms of the:

- (i) Underwriting Agreement (including the commission payable to the Joint Lead Managers and Underwriters) and is of the view that the terms are on arm’s length basis and normal commercial terms; and
- (ii) CL Commitment Agreement (including the fee payable to CapitaLand) and is of the view that the terms are fair, and not prejudicial to CMT and to other Unitholders and are in the interest of CMT and its Unitholders as a whole,

¹ Based on the 1,502,358,923 Rights Units which are fully underwritten by the Joint Lead Managers and Underwriters under the terms and conditions of the Underwriting Agreement.

² For good corporate governance, Mr James Koh Cher Siang, Mr Liew Mun Leong, Mr Lim Beng Chee, Mr Kee Teck Koon, Mr Olivier Lim Tse Ghow and Mr Lui Chong Chee abstained from taking part in any decisions or recommendations relating to the CL Commitment Agreement as they are directors of CapitaLand and/or directors nominated by CapitaLand.

on the basis that:

- (A) given the recent months of market uncertainty and volatility, the execution risks posed by the long rights issue execution period and the likely material adverse consequences of an unsuccessful rights issue, it is important for the Rights Issue to be underwritten;
- (B) the Joint Lead Managers and Underwriters have confirmed that they will only underwrite the Rights Issue if CapitaLand enters into the CL Pro Rata Undertaking and CL Commitment Agreement and the entry into the CL Pro Rata Undertaking and CL Commitment Agreement will facilitate the underwriting of the Rights Issue by the Joint Lead Managers and Underwriters, thereby enhancing the chances of a successful Rights Issue;
- (C) as CapitaLand is making an upfront commitment, it will be assuming market risks for the entire Rights Issue period and forgoing its ability to trade its Rights Entitlements; and
- (D) CapitaLand has agreed to a lock-up arrangement in respect of all the Units held by CapitaLand and/or its Subscribing Subsidiaries, (subject to the terms and conditions therein) during the period from the date on which the Rights Units are listed on the SGX-ST to the date falling 180 days after the date on which the Rights Units are listed on the SGX-ST (see paragraph 2.5.4 below).

None of the Directors dissented with the above opinion.

The Directors of the Manager who own Units as at the date of this Circular (being Mr James Koh Cher Siang, Mr Liew Mun Leong, Mr Lim Beng Chee, Mr David Wong Chin Huat and Mr Lui Chong Chee) have indicated that they intend to fully take up their pro rata entitlements under the Rights Issue.

2.5.4 Manager and CapitaLand Lock-up

The Manager has pursuant to the Underwriting Agreement agreed not to, among other things, offer, issue or contract to issue any Units¹, and make any announcements in connection with any of the foregoing transactions, until the date falling 90 days after the date on which the Rights Units are listed on the SGX-ST.

In the event that the unitholdings of CapitaLand and the Subscribing Subsidiaries in CMT is equal to or exceeds 30.0% after the issue of the Rights Units, CapitaLand has, pursuant to the CL Commitment Agreement, agreed to a lock-up arrangement in respect of all the Units held by CapitaLand and/or its Subscribing Subsidiaries (subject to the terms and conditions therein), during the period from the date on which the Rights Units are listed on the SGX-ST to the date falling 180 days after the date on which the Rights Units are listed on the SGX-ST.

¹ Save for the issue of the Rights Units, Units to the Manager as payment of its management fees in accordance with the Trust Deed and any Units to be issued pursuant to the conversion of the Convertible Bonds.

2.5.5 Listing Approval

The table below sets out the details of the conditions imposed by the SGX-ST's in-principle approval.

No.	Condition	Fulfilment of Condition
(i)	The Board provides assurance that the terms of the CL Commitment Agreement are fair, and not prejudicial to CMT and to other Unitholders. The Board must provide the basis for their opinion.	Please see paragraph 2.5.3 of the Letter to Unitholders.
(ii)	The Board confirms that the terms agreed between the Manager and the Joint Lead Managers and Underwriters (including the commission payable to the Joint Lead Managers and Underwriters and CapitaLand) are on arm's length and normal commercial terms.	Please see paragraph 2.5.3 of the Letter to Unitholders.
(iii)	Each of the Joint Lead Managers and Underwriters must be a financial institution licensed by MAS to conduct underwriting activities.	The Joint Lead Managers and Underwriters have each represented to the Manager that they are financial institutions licensed by MAS to conduct underwriting activities.
(iv)	The Board's opinion (including the basis thereof) and the confirmation referred to in paragraphs (i) and (ii) above, together with a statement whether there are any dissenting views of the Board members (and, if so, details of the dissenting views), must be announced on SGXNET.	Please see paragraph 2.5.3 of the Letter to Unitholders and the announcement by the Manager dated 9 February 2009 titled "Proposed Rights Issue to Raise Gross Proceeds of Approximately S\$1.23 Billion".
(v)	The Joint Lead Managers and Underwriters confirm to the Board that (i) the discussion on the CL Commitment Agreement with CapitaLand was initiated by the Joint Lead Managers and Underwriters and not by CapitaLand; and (ii) the Joint Lead Managers and Underwriters will not underwrite the Rights Issue unless CapitaLand enters into the CL Commitment Agreement.	The Joint Lead Managers and Underwriters have on 2 February 2009 issued such a confirmation to the Board.
(vi)	That the commission that CapitaLand and/or its Subscribing Subsidiaries earned shall not be higher than, and must be part of, the commission paid to the Joint Lead Managers and Underwriters.	Please see paragraphs 2.5.1 and 2.5.2 of the Letter to Unitholders for the commission payable to Joint Lead Managers and Underwriters and CapitaLand respectively.

No.	Condition	Fulfilment of Condition
(vii)	That the fee earned by the Joint Lead Managers and Underwriters and CapitaLand and/or its Subscribing Subsidiaries must be announced on SGXNET.	Please see paragraphs 2.5.1 and 2.5.2 of the Letter to Unitholders and the announcement by the Manager dated 9 February 2009 titled "Proposed Rights Issue to Raise Gross Proceeds of Approximately S\$1.23 Billion".

2.5.6 Waiver from the Singapore Code of Take-over and Mergers

On 3 February 2009, the SIC granted the SIC Waiver in relation to the requirement by CapitaLand and parties acting in concert with it to make a Mandatory Offer for Units under the Code as a result of CapitaLand and the Subscribing Subsidiaries: (i) subscribing for the CL Proportionate Rights Units pursuant to the CL Pro Rata Undertaking and the CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) applying directly and/or through the Subscribing Subsidiaries for the Excess Rights Units under the Rights Issue, subject to, *inter alia*, the approval of the Whitewash Resolution by Independent Unitholders at a general meeting (Resolution 2).

2.6 Status of the Rights Units

The Rights Units will, upon allotment and issue, rank *pari passu* 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 January 2009 to 31 March 2009 as well as all distributions thereafter.

For the avoidance of doubt, the Rights Units will not be entitled to CMT's distribution for the period from 1 October 2008 to 31 December 2008 which will be paid on 27 February 2009.

2.7 Rationale for the Rights Issue

The Manager believes that the Rights Issue will bring the following benefits to Unitholders.

2.7.1 Strengthen CMT's Balance Sheet and Enhance Financial Flexibility

In view of current market conditions, the Rights Issue will allow CMT to strengthen its balance sheet and reduce the CMT Group's Aggregate Leverage as set out in the table below. The Manager believes that the reduction in Aggregate Leverage would help to optimise CMT's capital structure and provide greater financial flexibility to capitalise on opportunities including asset enhancements. The reduction in Aggregate Leverage would also strengthen its credit profile and enhance CMT's ability to secure debt facilities at potentially more competitive terms.

	As at 31 December 2008	Before the Rights Issue⁽¹⁾	After the Rights Issue⁽²⁾
Total interest-bearing loans⁽³⁾ (\$'000)	3,216,400	3,186,400	2,230,200
Aggregate Leverage (%)	43.2	43.0	29.1

Notes:

- (1) Adjusted for the S\$15.0 million RCF repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.
- (2) Based on the assumption that the Borrowings are repaid immediately after the completion of the Rights Issue and none of the Convertible Bonds is converted into Units.
- (3) Balance excludes unamortised transaction costs.

2.7.2 Provide Unitholders with Pro Rata Entitlement to Rights Units

The Rights Issue would provide Unitholders with the opportunity to subscribe for their pro rata entitlement to the Rights Units at a Rights Issue Price of S\$0.82 which is at a discount of 43.4% to the Closing Price, a discount of approximately 49.1% to the 30-day VWAP and a discount of approximately 28.7% to the TERP.

In comparison with the pro forma NAV¹ per Unit after completion of the Rights Issue, the Rights Issue Price is at a discount of approximately 50.3%, while the TERP is at a discount of approximately 30.3%.

Unitholders who do not wish to subscribe for the Rights Units may choose to sell their Rights Entitlements during the “nil-paid” Rights trading period to realise the value of their Rights Entitlements. In addition, Unitholders are entitled to apply for Excess Rights Units.

2.8 Adjustments to the Current Conversion Price of the Convertible Bonds

The terms and conditions of the Convertible Bonds provide for adjustments to be made to the Current Conversion Price of the Convertible Bonds in the event of a rights issue of Units.

The summary of the adjustment to the Current Conversion Price based on the formula in Condition 6.3.4 of the terms and conditions of the Convertible Bonds is set out below.

$$\text{Adjusted Conversion Price} = \frac{A + B}{A + C} \times \text{Current Conversion Price}$$

Current Conversion Price : S\$4.36

A : The number of Units in issue immediately before such announcement of the Rights Issue.

B : The number of Units which the aggregate amount (if any) payable for the Units issued by way of rights and for the total number of Units comprised therein would purchase at such current market price² per Unit.

C : The aggregate number of Rights Units issued.

¹ Please see paragraph 3.3 below.

² The current market price per Unit as defined in the terms and conditions of the Convertible Bonds.

Assuming that 1,502,358,923 Rights Units will be issued at S\$0.82 per Unit, the illustrative Adjusted Conversion Price is S\$3.39 per Unit, where “B” is computed by taking the gross proceeds of the Rights Issue of approximately S\$1.23 billion divided by the current market price¹ per Unit.

The final Adjusted Conversion Price as a result of the Rights Issue can only be determined after the Closing, when the exact number of Rights Units to be issued is determined. **The adjustment to the Conversion Price shall become effective on the date of issue of the Rights Units.** Upon determination of the final Adjusted Conversion Price, the Manager will make an announcement accordingly via SGXNET.

Unitholders should note that by approving the Rights Issue, they are also approving the increase in the number of potential Units which will be issued upon the conversion of the Convertible Bonds as a result of the adjustments to the Current Conversion Price arising from the Rights Issue.

3. FINANCIAL IMPACT OF THE RIGHTS ISSUE

3.1 Assumptions

The pro forma financial effects of the Rights Issue on the distribution per Unit (“**DPU**”) and NAV per Unit and the pro forma capitalisation of the CMT Group presented below, are strictly for illustrative purposes and were prepared based on the audited consolidated financial statements of the CMT Group for the year ended 31 December 2008 (the “**CMT Group FY 2008 Audited Financial Statements**”), taking into account the estimated costs of the Rights Issue and assuming that:

- (i) approximately 1.50 billion Rights Units are issued at a Rights Issue Price of S\$0.82 per Unit and none of the Convertible Bonds is converted into Units at or prior to the Rights Issue Books Closure Date; and
- (ii) the gross proceeds from the Rights Issue of approximately S\$1.23 billion are principally used to repay the Borrowings.

It should be noted that the pro forma financial information in this Circular has not been prepared in connection with an offering registered with the U.S. Securities and Exchange Commission (the “**SEC**”) under the Securities Act and consequently is not compliant with the SEC’s rules on presentation of pro forma financial statements. Furthermore, this exercise 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 those standards.

¹ The current market price per Unit as defined in the terms and conditions of the Convertible Bonds.

3.2 Pro Forma DPU

The pro forma financial effects of the Rights Issue on CMT's DPU for FY 2008, based on the CMT Group FY 2008 Audited Financial Statements, as if the Rights Issue was completed on 1 January 2008 and the Borrowings are repaid on 1 January 2008, are as follows:

	FY 2008	Adjusted for the Effects of the Rights Issue
Net Income before Share of Profit of Associate (S\$'000)	205,023	235,048 ⁽¹⁾
Distributable Income (S\$'000)	238,357	266,307
Issued Units ('000)	1,666,831	3,169,190
DPU (cents)	14.29	8.40

Note:

- (1) After adding back (i) the CMT Group FY 2008 interest expenses incurred on the S\$15.0 million RCF repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009 and (ii) the CMT Group FY 2008 interest expenses and amortisation expenses incurred on the Borrowings.

3.3 Pro Forma NAV

The pro forma financial effects of the Rights Issue on the NAV per Unit as at 31 December 2008, based on the CMT Group FY 2008 Audited Financial Statements, as if the Rights Issue was completed on 31 December 2008 and the Borrowings are repaid on 31 December 2008, are as follows:

	As at 31 December 2008	Adjusted for the Effects of the Rights Issue
NAV (S\$'000)	4,018,648 ⁽¹⁾	5,225,141 ⁽²⁾
Issued Units ('000)	1,668,569 ⁽³⁾	3,170,928
NAV per Unit (S\$)	2.41	1.65

Notes:

- (1) Adjusted for the distribution payable on 27 February 2009 of CMT's distributable income for the period from 1 October 2008 to 31 December 2008.
- (2) Includes adjustments for the S\$15.0 million RCF repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.
- (3) Number of Units issued as at 31 December 2008 and taking into account the 1,737,758 Units issuable as payment of the management fee (for the period from 1 October 2008 to 31 December 2008).

3.4 Pro Forma Capitalisation

The following tables set forth the pro forma capitalisation of the CMT Group as at 31 December 2008 based on the assumptions that the Rights Issue was completed on 31 December 2008 and the Borrowings are repaid on 31 December 2008.

	As at 31 December 2008 (S\$ million)	Adjusted for the Effects of the Rights Issue⁽¹⁾ (S\$ million)
Short-term debt		
Secured debt	677.9	—
Unsecured debt	310.0	—
Total short-term debt	987.9	—
Long-term debt		
Secured debt	1,854.0	1,854.0
Unsecured debt	315.0	315.0
Total long-term debt	2,169.0	2,169.0
Total debt	3,156.9	2,169.0
Unitholders' funds	4,018.6 ⁽²⁾	5,257.0
Expenses relating to the Rights Issue	—	(31.9)
Total Unitholders' funds	4,018.6	5,225.1
Total Capitalisation	7,175.5	7,394.1

Notes:

- (1) Includes adjustments for the S\$15.0 million RCF repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.
- (2) After adjusting for the distribution payable on 27 February 2009 of CMT's distributable income for the period from 1 October 2008 to 31 December 2008.

4. THE PROPOSED WHITEWASH RESOLUTION

4.1 Rule 14 of the Code

The Manager proposes to seek approval from Independent Unitholders for a waiver of their right to receive a Mandatory Offer from CapitaLand and parties acting in concert with it for the remaining issued Units not owned or controlled by CapitaLand and parties acting in concert with it pursuant to Rule 14 of the Code, in the event that CapitaLand and the Subscribing Subsidiaries acquire a sufficient number of Rights Units through taking up provisional allotments of Rights Units allotted to them and, if applicable, through (i) the subscription for the CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) applying for Excess Rights Units pursuant to the Rights Issue.

CapitaLand and the Subscribing Subsidiaries may possibly, upon taking up the Rights Units comprising their provisional allotments as well as applying for Excess Rights Units pursuant to the Rights Issue and/or the subscription for the CL Commitment Rights Units pursuant to the CL Commitment Agreement, end up acquiring additional Units which exceeds the threshold pursuant to Rule 14.1(a) of the Code. Rule 14.1(a) of the Code states that CapitaLand and parties acting in concert with it would be required to make a Mandatory Offer if CapitaLand and the Subscribing Subsidiaries acquire additional Units which increase their aggregate unitholding in CMT to 30.0% or more.

Unless waived by the SIC, pursuant to Rule 14.1(a) of the Code, CapitaLand and parties acting in concert with it would then be required to make a Mandatory Offer. The SIC has granted this waiver subject to, *inter alia*, the Whitewash Resolution being approved by Independent Unitholders at an EGM.

As at the Latest Practicable Date, CapitaLand, through its wholly-owned subsidiaries Albert Complex, Pyramex, Premier and the Manager, holds an aggregate indirect interest of approximately 29.7% in CMT, with its respective interests in CMT as follows:

- (i) Albert Complex, Pyramex and Premier hold 480,219,553 Units representing approximately 28.8% of the voting rights of CMT; and
- (ii) the Manager holds for its own account 15,479,388 Units representing approximately 0.9% of the voting rights of CMT.

Assuming that all Unitholders (including CapitaLand and the Subscribing Subsidiaries) accept their provisional allotments under the Rights Issue in full, the unitholdings of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue will remain unchanged at approximately 29.7% ("**Whitewash Scenario 1**").

In the scenario where CapitaLand and the Subscribing Subsidiaries subscribe for not only their provisional allotments but also subscribe for all the CL Commitment Rights Units pursuant to the CL Commitment Agreement and assuming that CapitaLand and the Subscribing Subsidiaries do not apply for any Excess Rights Units, the aggregated unitholding of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue will be approximately 44.1% ("**Whitewash Scenario 2**").

The maximum possible increase in the unitholdings of CapitaLand and the Subscribing Subsidiaries would occur in the scenario where none of the other Unitholders subscribe for their provisional allotments under the Rights Issue, and CapitaLand and the Subscribing Subsidiaries subscribe for not only their provisional allotments but also subscribe for all the Excess Rights Units pursuant to the Rights Issue (*i.e.* CapitaLand and the Subscribing Subsidiaries subscribe for all the Rights Units). In this case, the aggregated unitholding of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue will be approximately 63.0% ("**Whitewash Scenario 3**").

The following table sets out the respective unitholdings of CapitaLand and the Subscribing Subsidiaries in the scenarios outlined above, based on a 9-for-10 Rights Ratio for the Rights Issue and assuming that none of the Convertible Bonds is converted into Units at or prior to the Rights Issue Books Closure Date.

	Before the Rights Issue ⁽¹⁾	After the Rights Issue		
		Whitewash Scenario 1	Whitewash Scenario 2	Whitewash Scenario 3
Issued Units	1,669,287,693	3,171,646,616	3,171,646,616	3,171,646,616
Number of Units held by CapitaLand and the Subscribing Subsidiaries	495,698,941	941,827,987	1,397,114,294	1,998,057,864
Number of Units held by Unitholders, other than CapitaLand and the Subscribing Subsidiaries	1,173,588,752	2,229,818,629	1,774,532,322	1,173,588,752

	Before the Rights Issue ⁽¹⁾	After the Rights Issue		
		Whitewash Scenario 1	Whitewash Scenario 2	Whitewash Scenario 3
% of issued Units held by CapitaLand and the Subscribing Subsidiaries	29.7%	29.7%	44.1%	63.0%
% of issued Units held by Unitholders, other than CapitaLand and the Subscribing Subsidiaries	70.3%	70.3%	55.9%	37.0%

Note:

(1) As at the Latest Practicable Date.

To the best knowledge of the Manager, the other Substantial Unitholders (other than CapitaLand and the Subscribing Subsidiaries) based on the notifications by Substantial Unitholders announced on the SGXNET are (i) Temasek Holdings (Private) Limited and (ii) NTUC FairPrice Co-operative Limited as at the Latest Practicable Date.

4.2 Application for waiver from Rule 14 of the Code

An application was made to the SIC on 9 January 2009 for the waiver of the obligation of CapitaLand and parties acting in concert with it to make a Mandatory Offer under Rule 14 of the Code should the obligation to do so arise as a result of the Rights Issue. The SIC granted the waiver on 3 February 2009, subject to, *inter alia*, the satisfaction of the following conditions:

- (i) a majority of Independent Unitholders approving by way of a poll in a general meeting, held before the issue of Rights Units to CapitaLand and the Subscribing Subsidiaries, the Whitewash Resolution to waive their rights to receive a general offer from CapitaLand and parties acting in concert with it;
- (ii) the Whitewash Resolution is separate from other resolutions tabled at the EGM;
- (iii) CapitaLand, parties acting in concert with it and parties not independent of CapitaLand abstain from voting on the Whitewash Resolution;
- (iv) CapitaLand and parties acting in concert with it did not acquire and are not to acquire any Units or instruments convertible into and options in respect of Units (other than subscriptions for, rights to subscribe for, instruments convertible into or options in respect of new Units which have been disclosed in this Circular):
 - (a) during the period between the date of the announcement in connection with the Rights Issue (the “**Rights Issue Announcement**”) and the date Unitholders’ approval is obtained for the Whitewash Resolution; and
 - (b) in the six months prior to the Rights Issue Announcement but subsequent to negotiations, discussions or the reaching of understandings or agreements with the Manager in relation to the Rights Issue;
- (v) CMT appoints an independent financial adviser to advise the Independent Unitholders on the Whitewash Resolution;
- (vi) CMT sets out clearly in this Circular:

- (a) the details of the Rights Issue and the acquisition of the Rights Units by CapitaLand and the Subscribing Subsidiaries;
 - (b) the dilution effect of issuing the Rights Units to existing Unitholders of voting rights in CMT;
 - (c) the number and percentage of Units in CMT as well as the number of instruments convertible into, rights to subscribe for and options in respect of Units held by CapitaLand and parties acting in concert with it as at the Latest Practicable Date;
 - (d) the number and percentage of Units to be acquired by CapitaLand and the Subscribing Subsidiaries;
 - (e) a specific and prominent reference to the fact that the acquisition of the Rights Units by CapitaLand and the Subscribing Subsidiaries could result in CapitaLand and the Subscribing Subsidiaries holding Units carrying over 49.0% of the voting rights of CMT based on its enlarged issued unitholdings and CapitaLand and the Subscribing Subsidiaries will be free to acquire further Units without incurring any obligation under Rule 14 of the Code to make a general offer for CMT; and
 - (f) that Unitholders, by voting for the Whitewash Resolution, are waiving their rights to a general offer from CapitaLand and parties acting in concert with it at the highest price paid or agreed to be paid by CapitaLand and parties acting in concert with it for Units in the six months preceding the commencement of the offer;
- (vii) this Circular states that the waiver granted by SIC to CapitaLand and parties acting in concert with it from the requirement to make a general offer under Rule 14 of the Code is subject to the conditions set out in sub-paragraphs 4.2(i) to 4.2(vi)(a)-(f) above;
- (viii) CapitaLand obtains SIC's approval in advance for the paragraphs of this Circular that refer to the Whitewash Resolution; and
- (ix) to rely on the Whitewash Resolution, the acquisition of the Rights Units by CapitaLand and the Subscribing Subsidiaries pursuant to the Rights Issue must be completed within three months of the approval of the Whitewash Resolution.

To the best of the knowledge of the Manager and CapitaLand, CapitaLand and parties acting in concert with it hold, in aggregate, 495,698,941 Units representing approximately 29.7% of the voting rights of CMT as at the Latest Practicable Date.

Independent Unitholders should note that by voting for the Whitewash Resolution, they are waiving their rights to receive a Mandatory Offer from CapitaLand and parties acting in concert with it at the highest price paid or agreed to be paid by CapitaLand and parties acting in concert with it for Units in the six months preceding the acceptance by CapitaLand and the Subscribing Subsidiaries of all of their provisional allotments under the Rights Issue and the application for the CL Excess Application and/or the subscription of CL Commitment Rights Units pursuant to the CL Commitment Agreement, resulting in an obligation to make a Mandatory Offer¹.

Independent Unitholders should further note that CapitaLand and the Subscribing Subsidiaries may choose to apply for any number of Excess Rights Units under the Rights Issue and in the event that none of the Rights Units provisionally allotted to Eligible Unitholders other than CapitaLand and the Subscribing Subsidiaries are subscribed for by

¹ While Units have been issued to the Manager as payment of its management fees, CapitaLand and the Subscribing Subsidiaries have not bought any Units in the last six months preceding the Latest Practicable Date.

such Unitholders or by the purchasers of the Rights Entitlements and CapitaLand and the Subscribing Subsidiaries accept their provisional allotments and apply for all the Excess Rights Units under the Rights Issue, this will raise the proportionate aggregate interest of CapitaLand and the Subscribing Subsidiaries in the issued Units up to 63.0% immediately after the completion of the Rights Issue. As CapitaLand and the Subscribing Subsidiaries would then hold more than 49.0% of the issued Units, they would be free to thereafter acquire further Units without incurring any obligation under Rule 14 of the Code to make a Mandatory Offer.

By voting in favour of the Whitewash Resolution, Independent Unitholders could also be forgoing the opportunity to receive a general offer from another person who may be discouraged from making a general offer in view of the potential dilutive effect resulting from the acceptance by CapitaLand and the Subscribing Subsidiaries of all of their provisional allotments and (i) the subscription for the CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) (if CapitaLand and the Subscribing Subsidiaries so choose) the application by CapitaLand and the Subscribing Subsidiaries for Excess Rights Units under the Rights Issue.

4.3 Rationale for the Whitewash Resolution

The Whitewash Resolution is to enable CapitaLand to, either by itself and/or through one or more of the Subscribing Subsidiaries:

- (i) subscribe for the CL Proportionate Rights Units pursuant to the CL Pro Rata Undertaking and the CL Commitment Rights Units pursuant to the CL Commitment Agreement; and
- (ii) apply for the Excess Rights Units pursuant to the Rights Issue.

The rationale for allowing CapitaLand to, either by itself and/or through one or more of the Subscribing Subsidiaries, (i) subscribe for the CL Proportionate Rights Units and the CL Commitment Rights Units and/or (ii) apply for the Excess Rights Units, are set out below.

Rationale to subscribe for the CL Proportionate Rights Units and the CL Commitment Rights Units

Given the current challenging market conditions, the Joint Lead Managers and Underwriters have confirmed that they will only underwrite the Rights Issue if CapitaLand enters into the CL Pro Rata Undertaking and CL Commitment Agreement. By committing to this arrangement, CapitaLand is demonstrating its support for CMT and facilitating the underwriting of the Rights Issue by the Joint Lead Managers and Underwriters, thereby enhancing the chances of a successful Rights Issue.

Rationale to allow CapitaLand to apply for Excess Rights Units

The Manager is of the view that CapitaLand and the Subscribing Subsidiaries should not be treated differently from any other Unitholder and should be given the opportunity to apply for Excess Rights Units. In addition, any CL Excess Application, if CapitaLand chooses to make such application, will further demonstrate CapitaLand's support for and confidence in the Rights Issue and its long-term commitment to CMT and will further enhance the chances of a successful Rights Issue.

In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders nor Directors. CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority.

Unitholders should note that Resolution 1 (the Rights Issue) is subject to and contingent upon the passing of Resolution 2 (the Whitewash Resolution).

4.4 Advice of the Independent Financial Adviser

The Manager has appointed ANZ Singapore Limited as the independent financial adviser to advise the Independent Directors¹ in relation to the Whitewash Resolution. A copy of the letter issued by the IFA (the “**IFA Letter**”) to the Independent Directors, containing its advice in full, is set out in **Appendix A** of this Circular and Unitholders are advised to read the IFA Letter carefully.

Having considered the factors and made the assumptions set out in its letter, and subject to the qualifications set out therein from a financial point of view, the IFA is of the view that the Whitewash Resolution is on normal commercial terms and is not prejudicial to the interests of CMT and its Independent Unitholders.

From a financial point of view, the IFA is of the view that the Independent Directors can recommend that Independent Unitholders vote in favour of the Whitewash Resolution to be proposed at the EGM.

5. RECOMMENDATIONS

5.1 On the Proposed Rights Issue

In view of current market conditions, the Manager believes that a rights issue is the most appropriate method of raising equity. In addition, the Manager believes that a rights issue will reward existing Unitholders by providing them with the privilege of having a preferential right and opportunity to subscribe for the Rights Units which are issued for the purposes of repaying the Borrowings and to be used to pay for committed asset enhancement initiatives of the CMT Group, with any balance of the net proceeds to be used for general corporate and working capital purposes.

(See paragraph 2.7 above for details of the rationale for the Rights Issue.)

Accordingly, the Manager recommends that Unitholders vote at the EGM in favour of the resolution relating to the issue of Rights Units under the Rights Issue (Resolution 1).

5.2 On the Proposed Whitewash Resolution

The Whitewash Resolution will enable CapitaLand to, either by itself and/or through one or more of the Subscribing Subsidiaries to:

- (i) subscribe for the CL Proportionate Rights Units pursuant to the CL Pro Rata Undertaking and the CL Commitment Rights Units pursuant to the CL Commitment Agreement; and/or
- (ii) apply for the Excess Rights Units pursuant to the Rights Issue.

¹ The Independent Directors, being Mr James Koh Cher Siang, Mr James Glen Service and Mr David Wong Chin Huat. However, Mr James Koh Cher Siang is abstaining from taking part in any decisions or recommendations relating to the Whitewash Resolution as he is also a director of CapitaLand.

The Independent Directors¹ have considered and concurred with the advice of the IFA in relation to the Whitewash Resolution. The Independent Directors believe that the Whitewash Resolution would be beneficial to, and is in the interests of, CMT.

(See paragraph 4.3 above for details of the rationale for the Whitewash Resolution.)

Accordingly, the Independent Directors recommend that Independent Unitholders vote in favour of the resolution relating to the Whitewash Resolution (Resolution 2).

Unitholders should note that Resolution 1 (the Rights Issue) is subject to and contingent upon the passing of Resolution 2 (the Whitewash Resolution).

6. EXTRAORDINARY GENERAL MEETING

The EGM will be held on Monday, 2 March 2009 at 2.30 p.m. at STI Auditorium, Level 9, 168 Robinson Road, Capital Tower, Singapore 068912, for the purpose of considering and, if thought fit, passing with or without modification, the resolutions set out in the Notice of EGM, which is set out on pages B-1 to B-2 of this Circular. The purpose of this Circular is to provide Unitholders with relevant information about each of these resolutions. Approval by way of an Extraordinary Resolution is required in respect of the resolution relating to the Rights Issue (Resolution 1). Approval by way of an Ordinary Resolution is required in respect of the resolution relating to the Whitewash Resolution (Resolution 2).

A Depositor shall not be regarded as a Unitholder entitled to attend the EGM and to speak and vote thereat unless he is shown to have Units entered against his name in the Depository Register, as certified by CDP as at 48 hours before the EGM.

7. ABSTENTIONS FROM VOTING

Pursuant to the SIC Waiver granted in relation to the Whitewash Resolution, CapitaLand, parties acting in concert with it (as determined for the purposes of the Rights Issue) and parties not independent of CapitaLand are required to abstain from voting on the Whitewash Resolution (Resolution 2).

8. ACTION TO BE TAKEN BY UNITHOLDERS

Unitholders will find enclosed in this Circular the Notice of EGM and a Proxy Form.

If a Unitholder is unable to attend the EGM and wishes to appoint a proxy to attend and vote on his behalf, he should complete, sign and return the enclosed Proxy Form in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Manager's registered office at 39 Robinson Road, #18-01 Robinson Point, Singapore 068911 not later than 2.30 p.m. on 28 February 2009, being 48 hours before the time fixed for the EGM. The completion and return of the Proxy Form by a Unitholder will not prevent him from attending and voting in person at the EGM if he so wishes.

Persons who have an interest in the approval of one or more of the resolutions must decline to accept appointment as proxies unless the Unitholder concerned has specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of such resolutions.

¹ Mr James Koh Cher Siang is abstaining from taking part in any decisions or recommendations relating to the Whitewash Resolution as he is also a director of CapitaLand.

9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept responsibility for the accuracy of the information given in this Circular and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, the facts stated and opinions expressed in this Circular are fair and accurate in all material respects as at the date of this Circular and there are no omission of material facts which would make any statement in this Circular misleading in any material respect. Where information has been extracted or reproduced from published or otherwise publicly available sources, the sole responsibility of the Directors has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Circular.

10. JOINT LEAD MANAGERS AND UNDERWRITERS' RESPONSIBILITY STATEMENTS

The Joint Lead Managers and Underwriters confirm that, having made all reasonable enquiries and to the best of their knowledge and belief, based on information made available by the Manager, the information about the Rights Issue contained in paragraphs 2.2, 2.3 and 2.5 above constitutes true disclosure of all material facts about the Rights Issue as at the date of this Circular and that there are no omission of material facts which would make any statement about the Rights Issue contained in the said paragraphs misleading in any material respect as at the date of this Circular.

11. CONSENT

The IFA has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and the IFA Letter and all references thereto, in the form and context in which they are included in this Circular.

12. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the registered office of the Manager at 39 Robinson Road, #18-01 Robinson Point, Singapore 068911¹ from the date of this Circular up to and including the date falling three months after the date of this Circular:

- (i) the IFA Letter;
- (ii) the CMT Group FY 2008 Audited Financial Statements;
- (iii) the CL Pro Rata Undertaking; and
- (iv) the written consent of the IFA.

The Trust Deed will also be available for inspection at the registered office of the Manager for so long as CMT is in existence.

Yours faithfully

CapitaMall Trust Management Limited
(as manager of CapitaMall Trust)
Company Registration No. 200106159R

Mr James Koh Cher Siang
Chairman

¹ Prior appointment with the Manager (telephone: +65 65361188) will be appreciated.

IMPORTANT NOTICE

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.

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 the Units on the SGX-ST does not guarantee a liquid market for the Units.

The past performance of CMT is not necessarily indicative of the future performance of CMT.

This Circular 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. 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 operating expenses (including employee wages, benefits and training costs), property expenses and governmental and public policy changes. 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.

If you have sold or transferred all your Units, you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

This Circular is not for distribution, directly or indirectly, in or into the U.S. It is not an offer of securities for sale into the U.S. The nil-paid Rights Entitlements and the Rights Units will not be registered under the Securities Act or under the securities laws of any state of the U.S. and, accordingly, the nil-paid Rights Entitlements and the Rights Units may be offered, delivered and sold in the U.S. only pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The nil-paid Rights Entitlements and the Rights Units may be offered, delivered and sold in the U.S. to Entitled QIBs in transactions exempt from registration under the Securities Act.

GLOSSARY

In this Circular, the following definitions apply throughout unless otherwise stated:

30-day VWAP	:	The volume weighted average price for a Unit for all trades on the SGX-ST in the ordinary course of trading on the SGX-ST for the period of 30 Market Days immediately preceding 9 February 2009 of S\$1.61 per Unit
Adjusted Conversion Price	:	The adjusted conversion price of the Convertible Bonds following the issue of the Rights Units
Aggregate Leverage	:	The ratio of the value of total borrowings and deferred payments (if any) to the value of Deposited Property of the CMT Group
Albert Complex	:	Albert Complex Pte Ltd
Board	:	The board of directors of the Manager
Borrowings	:	Comprises: <ul style="list-style-type: none">(i) S\$335.0 million fixed rate term loan from Silver Maple Investment Corporation Ltd;(ii) S\$80.0 million fixed rate notes issued by CMT MTN Pte. Ltd. under the unsecured multi-currency medium term note programme;(iii) S\$341.2 million¹ fixed rate term loan and the RCF under CapitaRetail Singapore Limited; and(iv) S\$200.0 million bridge loan facility of CMT
CapitaLand	:	CapitaLand Limited
CDP	:	The Central Depository (Pte) Limited
Circular	:	This circular to Unitholders dated 9 February 2009
CL Commitment Agreement	:	The commitment agreement dated 9 February 2009 entered into between CapitaLand and the Joint Lead Managers and Underwriters
CL Commitment Rights Units	:	60.0% of the total number of Rights Units (based on the 1,502,358,923 Rights Units which are fully underwritten by the Joint Lead Managers and Underwriters under the terms and conditions of the Underwriting Agreement) less the CL Proportionate Rights Units
CL Excess Application	:	The application(s) by CapitaLand, directly and/or through the Subscribing Subsidiaries, for any Excess Rights Units

¹ The amount to be repaid from the net proceeds of the Rights Issue may increase if CRSL draws down further amounts under the RCF to pay for committed asset enhancement initiatives prior to the completion of the Rights Issue.

Closing	:	The close of the acceptance of, application for, and payment for, the provisional allotments of the Rights Units as set out in the Offer Information Statement
Closing Price	:	The closing price of S\$1.45 per Unit on the SGX-ST on 6 February 2009
CL Proportionate Rights Units	:	The entire provisional allotments of Rights Units of CapitaLand and the Relevant Subsidiaries
CL Pro Rata Undertaking	:	The undertaking dated 9 February 2009 provided by CapitaLand to the Manager and the Joint Lead Managers and Underwriters pursuant to which CapitaLand will procure that the Relevant Subsidiaries accept, and/or procure any one or more of the existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units to subscribe for, the Relevant Subsidiaries' respective provisional allotments of Rights Units
CMT	:	CapitaMall Trust
CMT Group	:	CMT and its subsidiaries
CMT Group FY 2008 Audited Financial Statements	:	The audited consolidated financial statements of the CMT Group for the year ended 31 December 2008
Code	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
Commitment Fees	:	The fee payable by Joint Lead Managers and Underwriters to CapitaLand pursuant to the CL Commitment Agreement which comprise: <ul style="list-style-type: none"> (i) a fee of 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units; and (ii) a fee of 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units, together with any goods and services tax payable thereon
Convertible Bonds	:	The S\$650,000,000 1.0% convertible bonds due 2013 issued by the Trustee
CPFIS	:	Central Provident Fund Investment Scheme
CRBPPT	:	CapitaRetail BPP Trust
CRLOT	:	CapitaRetail Lot One Trust
CRRT	:	CapitaRetail Rivervale Trust
CRSL	:	CapitaRetail Singapore Limited
Current Conversion Price	:	S\$4.36 per Unit being the current conversion price of the Convertible Bonds

Deposited Property	:	The gross assets of the CMT Group, including all its authorised investments held or deemed to be held upon the trust, under the Trust Deed
Directors	:	The directors of the Manager
DPU	:	Distribution per Unit
EGM	:	The extraordinary general meeting of Unitholders to be held on Monday, 2 March 2009 at 2.30 p.m. at STI Auditorium, Level 9, 168 Robinson Road, Capital Tower, Singapore 068912, to approve the matters set out in the Notice of Extraordinary General Meeting on pages B-1 to B-2 of this Circular
Eligible Unitholders	:	Unitholders with Units standing to the credit of their Securities 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, including Entitled QIBs and such Unitholders who the Manager, on behalf of CMT, and the Joint Lead Managers and Underwriters agree, may be offered Rights Units without breaching applicable securities laws
Entitled QIBs	:	Beneficial holders of Units resident in the U.S. or who are U.S. persons (the identities of which are to be agreed between the Manager and the Joint Lead Managers and Underwriters) that the Manager and the Joint Lead Managers and Underwriters reasonably believe are “QIBs” and who provide to the Manager and the Joint Lead Managers and Underwriters a signed investor representation letter in the form to be set out in the Offer Information Statement
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 provisional allotments of Rights Units under the Rights Issue (during the “nil-paid” rights trading period prescribed by the SGX-ST) and/or (ii) Ineligible Unitholders which have not been sold during the “nil-paid” rights trading period or (B) that have not been validly taken up by the original allottees, renounees of the provisional allotments or the purchasers of the “nil-paid” rights
Existing Units	:	The outstanding Units in issue as at the Rights Issue Books Closure Date
Extraordinary Resolution	:	A resolution proposed and passed as such by a majority consisting of 75.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
FY	:	Financial year
IFA	:	ANZ Singapore Limited

IFA Letter	:	The letter from the IFA to the Independent Directors containing its advice
Independent Directors	:	The independent directors of the Manager, being Mr James Koh Cher Siang, Mr James Glen Service and Mr David Wong Chin Huat. However, Mr James Koh Cher Siang is abstaining from taking part in any decisions or recommendations relating to the Whitewash Resolution as he is also a director of CapitaLand
Independent Unitholders	:	Unitholders other than CapitaLand, parties acting in concert with it and parties which are not independent of CapitaLand
Ineligible Unitholders	:	Unitholders other than Eligible Unitholders
Joint Lead Managers and Underwriters	:	DBS Bank Ltd and J.P. Morgan (S.E.A.) Limited
Latest Practicable Date	:	6 February 2009, being the latest practicable date prior to the printing of this Circular
Listing Manual	:	The Listing Manual of the SGX-ST
Manager	:	CapitaMall Trust Management Limited, in its capacity as manager of CMT
Mandatory Offer	:	A general offer made pursuant to Rule 14 of the Code
Market Day	:	A day on which the SGX-ST is open for trading in securities
MAS	:	Monetary Authority of Singapore
NAV	:	Net asset value
Offer Information Statement	:	The offer information statement to be lodged with the MAS in connection with the Rights Issue
Ordinary Resolution	:	A resolution proposed and passed as such by a majority being greater than 50.0% of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
Premier	:	Premier Healthcare Services International Pte Ltd
Pyramex	:	Pyramex Investments Pte Ltd
QIBs	:	“Qualified Institutional Buyers” within the meaning of Rule 144A of the U.S. Securities Act of 1933, as amended
RCF	:	Revolving credit facilities
Relevant Subsidiaries	:	Comprises the wholly-owned subsidiaries of CapitaLand which holds either a direct or indirect interest in Units, being CapitaLand Financial Limited, CapitaLand RECM Pte. Ltd., the Manager, CapitaLand Retail Limited, Albert Complex Pte Ltd, Pyramex Investments Pte Ltd and Premier Healthcare Services International Pte Ltd

Remaining Rights Units	:	The 1,502,358,923 Rights Units which are fully underwritten by the Joint Lead Managers and Underwriters under the terms and conditions of the Underwriting Agreement less the CL Proportionate Rights Units and the CL Commitment Rights Units
Rights Entitlement	:	The provisional allotments of Rights Units to Eligible Unitholders under the Rights Issue
Rights Issue	:	The proposed issue of new Units on an underwritten and renounceable basis to Eligible Unitholders on the basis of 9 Rights Units for every 10 existing Units held as at the Rights Issue Books Closure Date at the Rights Issue Price
Rights Issue Announcement	:	The announcement of the Rights Issue
Rights Issue Books Closure Date	:	6 March 2009 at 5.00 p.m., being the date and time on which the Transfer Books and Register of Unitholders are closed to determine the provisional allotments of Eligible Unitholders to the Rights Issue
Rights Issue Price	:	S\$0.82 being the issue price per Rights Unit
Rights Ratio	:	The rights ratio of 9 Rights Units for every 10 Existing Units
Rights Units	:	The new Units proposed to be issued by way of the Rights Issue
SEC	:	U.S. Securities and Exchange Commission
Securities Account	:	Unitholders' securities accounts with the CDP
Securities Act	:	U.S. Securities Act of 1933, as amended
SGX-ST	:	Singapore Exchange Securities Trading Limited
SIC	:	Securities Industry Council
SIC Waiver	:	The waiver granted by the SIC dated 3 February 2009
SRS	:	Supplementary Retirement Scheme
Subscribing Subsidiaries	:	Comprises: <ul style="list-style-type: none"> (i) the Relevant Subsidiaries; and/or (ii) any existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units
Substantial Unitholders	:	A Unitholder with an interest in one or more Units constituting not less than 5.0% of all outstanding Units

TERP	:	The theoretical ex-rights price which is calculated as follows: $\text{TERP} = \frac{\text{Market capitalisation of CMT based on the Closing Price} + \text{Gross proceeds from the Rights Issue}}{\text{Units outstanding after the Rights Issue}}$
Trust Deed	:	The trust deed dated 29 October 2001 constituting CMT, as supplemented by the first supplemental deed dated 26 December 2001, the second supplemental deed dated 28 June 2002, the first amending and restating deed dated 29 April 2003, the fourth supplemental deed dated 18 August 2003, the second amending and restating deed dated 9 July 2004, the sixth supplemental deed dated 18 March 2005, the seventh supplemental deed dated 21 July 2005, the eighth supplemental deed dated 13 October 2005, the ninth supplemental deed dated 20 April 2006, the third amending and restating deed dated 25 August 2006, the eleventh supplemental deed dated 15 February 2007, the twelfth supplemental deed dated 31 July 2007 and the thirteenth supplemental deed dated 20 May 2008 all entered into between the Trustee and the Manager, as amended, varied, or supplemented from time to time
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of CMT
Underwriting Commission	:	The underwriting commission which the Joint Lead Managers and Underwriters will be entitled to pursuant to the Underwriting Agreement which comprise: <ul style="list-style-type: none"> (i) 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units; (ii) 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units; and (iii) 2.50% of the Rights Issue Price multiplied by the number of Remaining Rights Units, together with any goods and services tax payable thereon
Underwriting Agreement	:	The management and underwriting agreement entered into between the Manager and the Joint Lead Managers and Underwriters on 9 February 2009
Unit	:	A unit representing an undivided interest in CMT
Unitholder	:	A Depositor whose Securities Account with CDP is credited with Unit(s)
U.S.	:	United States

- Whitewash Resolution** : The proposed whitewash resolution for the waiver of the rights of Independent Unitholders to receive a Mandatory Offer from CapitaLand and parties acting in concert with it for the remaining Units not owned or controlled by them
- Whitewash Scenario 1** : The scenario which assumes that all Unitholders accept their provisional allotments under the Rights Issue in full, the unitholdings of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue will remain unchanged at approximately 29.7%
- Whitewash Scenario 2** : The scenario which assumes that CapitaLand and the Subscribing Subsidiaries subscribe for not only their provisional allotments but also subscribe for all the CL Commitment Rights Units pursuant to the CL Commitment Agreement and assuming that CapitaLand and the Subscribing Subsidiaries do not apply for any Excess Rights Units
- Whitewash Scenario 3** : The scenario which assumes maximum possible increase in the unitholdings of CapitaLand and the Subscribing Subsidiaries where none of the other Unitholders subscribe for their provisional allotments under the Rights Issue, and CapitaLand and the Subscribing Subsidiaries subscribe for not only their provisional allotments but also subscribe for all the Excess Rights Units (*i.e.* CapitaLand and the Subscribing Subsidiaries subscribe for all the Rights Units)
- S\$ and cents** : Singapore dollars and cents
- %** : Per centum or percentage

The terms “Depositor” and “Depository Register” 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 include corporations.

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

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated.

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

INDEPENDENT FINANCIAL ADVISER'S LETTER

ANZ SINGAPORE LIMITED

(Incorporated in the Republic of Singapore)
Company Registration Number: 198602937W

9 February 2009

The Independent Directors of
CapitaMall Trust Management Ltd.
(as Manager of CapitaMall Trust)
39 Robinson Road
#18-01 Robinson Point
Singapore 068911

Dear Sirs

THE PROPOSED WHITEWASH RESOLUTION FOR THE WAIVER OF THE RIGHTS OF THE INDEPENDENT UNITHOLDERS OF CAPITAMALL TRUST TO RECEIVE A MANDATORY GENERAL OFFER FROM CAPITALAND AND THE PARTIES ACTING IN CONCERT WITH IT FOR THE REMAINING ISSUED UNITS OF CAPITAMALL TRUST NOT OWNED OR CONTROLLED BY THEM (THE "WHITEWASH RESOLUTION")

*For the purpose of this letter, capitalised terms not otherwise defined shall have the meaning given to them in the circular dated 9 February 2009 to the Unitholders of CMT (the "**Circular**").*

1. INTRODUCTION

The Proposed Underwritten Renounceable Rights Issue

CMT is a Singapore-based real estate investment trust established with the principal investment objective of investing in real estate or real estate-related assets, which are income-producing and used, or predominantly used, for retail purposes.

The Manager is proposing the Rights Issue to raise gross proceeds of approximately S\$1.23 billion principally to repay the Borrowings and pay for committed asset enhancement initiatives of the CMT Group, with any balance of the net proceeds to be used for general corporate and working capital purposes.

The Rights Issue would allow CMT to strengthen its balance sheet. The CMT Group's Aggregate Leverage will decrease from 43.2% as at 31 December 2008 to 29.1%¹ assuming the Borrowings are repaid immediately after the completion of the Rights Issue. The Manager believes that the reduction in Aggregate Leverage would help to optimise CMT's capital structure and provide greater financial flexibility to capitalise on opportunities including asset enhancements. In addition, the improved credit profile will also enhance CMT's ability to secure debt facilities at potentially more competitive terms in the midst of a generally diminished availability of external credit.

*Please refer to **Paragraph 2** of the Letter to Unitholders in the Circular for full details on the Rights Issue.*

¹ After adjustment for the S\$15.0 million revolving credit facility ("**RCF**") repaid on 3 February 2009 and the S\$15.0 million RCF expected to be repaid in March 2009.

Underwriting of the Rights Issue

The Rights Issue is fully underwritten¹ by the Joint Lead Managers and Underwriters on the terms and subject to the conditions of the Underwriting Agreement. The Joint Lead Managers and Underwriters will be entitled to a commission of:

- (i) 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to approximately S\$6.4 million);
- (ii) 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units (which is equivalent to approximately S\$8.4 million); and
- (iii) 2.50% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to approximately S\$12.3 million),

together with any goods and services tax payable thereon.

In addition, in relation to the Remaining Rights Units, an incentive fee of up to 0.25% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to approximately S\$1.2 million) is payable by the Manager, at its discretion, to the Joint Lead Managers and Underwriters. This incentive fee is payable by the Manager at its discretion depending on its assessment of the performance of the Joint Lead Managers and Underwriters in managing the Rights Issue, the advice rendered to the Manager in relation to the Rights Issue and the outcome of the Rights Issue. The rationale for the inclusion of an incentive fee in the fee structure is to incentivise the Joint Lead Managers and Underwriters in managing the Rights Issue.

It should be noted that the Underwriting Agreement may be terminated upon the occurrence of certain events, including those of a *force majeure* nature, but the Joint Lead Managers and Underwriters will not be entitled to rely on *force majeure* to terminate the Underwriting Agreement on or after the date on which ex-rights trading commences, in compliance with Rule 818 of the Listing Manual.

CapitaLand Commitment

As at the Latest Practicable Date, CapitaLand, through its wholly-owned subsidiaries Albert Complex, Pyramex, Premier and the Manager, holds an aggregate indirect interest of approximately 29.7% in CMT, with its respective interests in CMT as follows:

- (i) Albert Complex, Pyramex and Premier holds 480,219,553 Units representing approximately 28.8% of the voting rights of CMT; and
- (ii) the Manager holds for its own account 15,479,388 Units representing approximately 0.9% of the voting rights of CMT.

To demonstrate its support for CMT and the Rights Issue, CapitaLand has:

- (i) provided the CL Pro Rata Undertaking to the Manager and the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand will procure that the Relevant Subsidiaries accept, and/or procure one or more of the existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units to subscribe for the CL Proportionate Rights Units; and

¹ Full underwriting of 1,502,358,923 Rights Units on the basis that none of the Convertible Bonds will be converted into Units at or prior to the Rights Issue Books Closure Date.

- (ii) entered into the CL Commitment Agreement with the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand agrees, either directly or indirectly through the Subscribing Subsidiaries to subscribe for up to 60.0% of the total number of Rights Units¹, to the extent that they are not validly subscribed for under the Rights Issue, less the number of CL Proportionate Rights Units which CapitaLand and its Subscribing Subsidiaries would have subscribed for under the Rights Issue, subject to the passing of the Whitewash Resolution.

Pursuant to the CL Commitment Agreement, the Joint Lead Managers and Underwriters agree to pay to CapitaLand:

- (a) a fee of 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to approximately S\$6.4 million); and
- (b) a fee of 2.25% of the Rights Issue Price multiplied by the CL Commitment Rights Units (which is equivalent to approximately S\$8.4 million),

together with any goods and services tax payable thereon (collectively, the “**Commitment Fees**”).

The Commitment Fees payable to CapitaLand will be paid by the Joint Lead Managers and Underwriters out of the Underwriting Commission and the percentage level of the commission payable by the Joint Lead Managers and Underwriters to CapitaLand pursuant to the CL Commitment Agreement will not be more than the percentage level of the commission which the Joint Lead Managers and Underwriters receive pursuant to the Underwriting Agreement.

CapitaLand may directly and/or through the Subscribing Subsidiaries, choose to apply for 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 provisional allotments of Rights Units under the Rights Issue (during the “nil-paid” rights trading period prescribed by the SGX-ST) and/or (ii) Ineligible Unitholders which have not been sold during the “nil-paid” rights trading period or (B) that have not been validly taken up by the original allottees, renounees of the provisional allotments or the purchasers of the “nil-paid” rights (collectively, the “**Excess Rights Units**”).

In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders nor Directors. CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority.

*Please refer to **Paragraph 2.5** of the Letter to Unitholders in the Circular for full details on the Underwriting of the Rights Issue and the Commitment of CapitaLand.*

The Proposed Whitewash Resolution

On 3 February 2009, the SIC granted a waiver of the requirement by CapitaLand and the parties acting in concert with it to make a Mandatory Offer for Units under the Code as a result of CapitaLand and the Subscribing Subsidiaries (i) subscribing for the CL Proportionate Rights Units pursuant to the CL Pro Rata Undertaking and the CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) applying directly and/or through the Subscribing Subsidiaries for the Excess Rights Units under the Rights Issue (the “**CL Excess Application**”), subject to, *inter alia*, the approval of the Whitewash Resolution by Independent Unitholders at a general meeting (Resolution 2).

¹ Based on the 1,502,358,923 Rights Units which are fully underwritten by the Joint Lead Managers and Underwriters under the terms and conditions of the Underwriting Agreement.

Unitholders should note that the Rights Issue is subject to and contingent upon the passing of the Whitewash Resolution.

Please refer to **Paragraph 4** of the Letter to Unitholders in the Circular for full details on the Proposed Whitewash Resolution.

This letter sets out, *inter alia*, our opinion, from a financial point of view, on whether the Whitewash Resolution is on normal commercial terms and is not prejudicial to the interests of CMT and its Independent Unitholders. It will form part of the Circular providing, *inter alia*, the details of the Rights Issue, and unless otherwise defined or the context otherwise requires, all terms defined in the Circular shall have the same meaning herein.

2. TERMS OF REFERENCE

ANZ has been appointed the Independent Financial Adviser to the Independent Directors to advise them, from a financial point of view, on whether the Whitewash Resolution is on normal commercial terms and is not prejudicial to the interests of CMT and its Independent Unitholders.

We make no representations or warranties in relation to the merits of the Rights Issue other than to express an opinion, from a financial point of view, on whether the Whitewash Resolution is on normal commercial terms and is not prejudicial to the interests of CMT and its Independent Unitholders. Our terms of reference do not require us to evaluate or comment on the strategic or commercial merits or risks of the Rights Issue or on the prospects of CMT or any of its respective related companies (as defined in the Companies Act of Singapore). Such evaluations or comments remain the responsibility of the Directors and management of the Manager.

We were neither a party to the negotiations entered into by the Manager in relation to the Rights Issue nor were we involved in the discussions leading up to the decision on the part of the Directors to propose the Rights Issue.

In the course of our evaluation and for the purpose of our opinion in relation to the Whitewash Resolution, we have held discussions with the Directors and the management of the Manager. We have examined the information contained in the Circular as well as publicly available information collated by us and information provided to us by the Directors and management of the Manager. We have not independently verified such information, whether written or verbal, and accordingly cannot and do not warrant, and do not accept any responsibility for, the accuracy, completeness or adequacy of such information. Whilst care has been exercised in reviewing the information, which we have relied on, we have not independently verified the information and representation. We have nevertheless made enquiries and use our judgment as we deemed necessary or appropriate in assessing such information and are not aware of any reason to doubt the reliability of the information.

We have relied upon the assurances of the Directors made pursuant to the Directors' Responsibility Statement set out under **Paragraph 9** of the Letter to Unitholders in the Circular that the Directors collectively and individually accept responsibility for the accuracy of the information given in the Circular and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, the facts stated and opinions expressed in the Circular are fair and accurate in all material respects as at the date of this Circular and there are no omission of material facts which would make any statement in the Circular misleading in any material respect.

Where information has been extracted or reproduced from published or otherwise publicly available sources, the sole responsibility of the Directors has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in the Circular.

We have not made an independent evaluation or appraisal of the assets and liabilities of CMT and we have not been furnished with any such evaluation or appraisal valuation reports in respect of the assets held by CMT and its respective related companies nor have we evaluated the solvency of CMT under any applicable laws relating to bankruptcy, insolvency or similar matters.

Accordingly, no representation or warranty, express or implied, is made and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of all information, provided or otherwise made available to us or relied on by us as described above.

Furthermore, our terms of reference do not require us to express, and we do not express, an opinion on the future growth prospects of CMT and its respective related companies. We are therefore not expressing any opinion herein as to the future financial or other performance of those companies.

Our opinion, as set out in this letter, is based upon the market, economic, industry, monetary and other applicable conditions subsisting on, and the information made available to us, as of 6 February 2009 (the "**Latest Practicable Date**"). We assume no responsibility to update, revise or reaffirm our opinion in the light of any subsequent development after the Latest Practicable Date that may in any way affect our opinion contained herein. Unitholders of CMT should take note of any announcement relevant to the Rights Issue which may be released by or on behalf of CMT or the Manager after the Latest Practicable Date.

In rendering our advice, we have not had regard to the specific investment objectives, financial situation, tax position or individual circumstances of any individual Independent Unitholder. **As different Independent Unitholders would have different investment objectives and profiles, we would advise the Independent Directors to advise that any individual Independent Unitholder who may require specific advice in relation to his investment portfolio should consult his stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers.**

Our opinion in relation to the Whitewash Resolution should be considered in the context of the entirety of this letter and the Circular.

3. THE PROPOSED RIGHTS ISSUE

Unitholders are advised to refer to **Paragraph 2** of the Letter to Unitholders in the Circular for the full details on the proposed Rights Issue.

4. RATIONALE FOR THE RIGHTS ISSUE

The full text of the Manager's rationale for the proposed Rights Issue is set out under **Paragraph 2.7** of the Letter to Unitholders in the Circular.

5. THE UNDERWRITING OF THE RIGHTS ISSUE, THE CAPITALAND COMMITMENT, AND THE BOARD CONFIRMATION

The full text of the Underwriting of the Rights Issue, the CapitaLand Commitment and the Board Confirmation is set out under **Paragraph 2.5** of the Letter to Unitholders in the Circular.

The Rights Issue is subject to and contingent upon the passing of the Whitewash Resolution (Resolution 2).

Underwriting of the Rights Issue

The Rights Issue is fully underwritten¹ by the Joint Lead Managers and Underwriters on the terms and subject to the conditions of the Underwriting Agreement. The Joint Lead Managers and Underwriters will be entitled to a commission of:

- (i) 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to approximately S\$6.4 million);
- (ii) 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units (which is equivalent to S\$8.4 million); and
- (iii) 2.50% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to S\$12.3 million),

together with any goods and services tax payable thereon.

In addition, in relation to the Remaining Rights Units, an incentive fee of up to 0.25% of the Rights Issue Price multiplied by the number of Remaining Rights Units (which is equivalent to approximately S\$1.2 million) is payable by the Manager, at its discretion, to the Joint Lead Managers and Underwriters. This incentive fee is payable by the Manager at its discretion depending on its assessment of the performance of the Joint Lead Managers and Underwriters in managing the Rights Issue, the advice rendered to the Manager in managing the Rights Issue and the outcome of the Rights Issue. The rationale for the inclusion of an incentive fee in the fee structure is to incentivise the Joint Lead Managers and Underwriters in managing the Rights Issue.

It should be noted that the Underwriting Agreement may be terminated upon the occurrence of certain events, including those of a *force majeure* nature, but the Joint Lead Managers and Underwriters will not be entitled to rely on *force majeure* to terminate the Underwriting Agreement on or after the date on which ex-rights trading commences, in compliance with Rule 818 of the Listing Manual.

CapitaLand Commitment

To demonstrate its support for CMT and the Rights Issue, CapitaLand has:

- (i) provided the CL Pro Rata Undertaking to the Manager and the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand will procure that the Relevant Subsidiaries accept, and/or procure one or more of the existing subsidiaries of CapitaLand and/or new subsidiaries set up by CapitaLand to hold Units to subscribe for the CL Proportionate Rights Units; and
- (ii) entered into the CL Commitment Agreement with the Joint Lead Managers and Underwriters on 9 February 2009, pursuant to which CapitaLand agrees, either directly or indirectly through the Subscribing Subsidiaries, to subscribe for up to the CL Commitment Rights Units, subject to the passing of the Whitewash Resolution.

¹ Full underwriting of 1,502,358,923 Rights Units on the basis that none of the Convertible Bonds will be converted into Units at or prior to the Rights Issue Books Closure Date.

Pursuant to the CL Commitment Agreement, the Joint Lead Managers and Underwriters agree to pay to CapitaLand:

- (a) a fee of 1.75% of the Rights Issue Price multiplied by the number of CL Proportionate Rights Units (which is equivalent to S\$6.4 million); and
- (b) a fee of 2.25% of the Rights Issue Price multiplied by the number of CL Commitment Rights Units (which is equivalent to S\$8.4 million),

together with any goods and services tax payable thereon.

The Commitment Fees payable to CapitaLand will be paid by the Joint Lead Managers and Underwriters out of the Underwriting Commission and the percentage level of the commission payable by the Joint Lead Managers and Underwriters to CapitaLand pursuant to the CL Commitment Agreement will not be more than the percentage level of the commission which the Joint Lead Managers and Underwriters receive pursuant to the Underwriting Agreement.

Board Confirmation

The Board¹ has considered the terms of the:

- (i) Underwriting Agreement (including the commission payable to the Joint Lead Managers and Underwriters) and is of the view that the terms are on arm's length basis and normal commercial terms; and
- (ii) CL Commitment Agreement (including the fee payable to CapitaLand) and is of the view that the terms are fair, and not prejudicial to CMT and to other Unitholders and are in the interest of CMT and its Unitholders as a whole,

on the basis that:

- (A) given the recent months of market uncertainty and volatility, the execution risks posed by the long rights issue execution period and the likely material adverse consequences of an unsuccessful rights issue, it is important for the Rights Issue to be underwritten;
- (B) the Joint Lead Managers and Underwriters have confirmed that they will only underwrite the Rights Issue if CapitaLand enters into the CL Pro Rata Undertaking and CL Commitment Agreement and the entry into the CL Pro Rata Undertaking and CL Commitment Agreement will facilitate the underwriting of the Rights Issue by the Joint Lead Managers and Underwriters, thereby enhancing the chances of a successful Rights Issue;
- (C) as CapitaLand is making an upfront commitment, it will be assuming market risks for the entire Rights Issue period and forgoing its ability to trade its Rights Entitlements; and
- (D) CapitaLand has agreed to a lock-up arrangement in respect of all the Units held by CapitaLand and/or its Subscribing Subsidiaries (subject to the terms and conditions therein), during the period from the date on which the Rights Units are listed on the SGX-ST to the date falling 180 days after the date on which the Rights Units are listed on the SGX-ST.

None of the Directors dissented with the above opinion.

¹ For good corporate governance, Mr James Koh Cher Siang, Mr Liew Mun Leong, Mr Lim Beng Chee, Mr Kee Teck Koon, Mr Olivier Lim Tse Ghow and Mr Lui Chong Chee abstained from taking part in any decisions or recommendations relating to the CL Commitment Agreement as they are directors of CapitaLand and/or directors nominated by CapitaLand.

The Directors of the Manager who own Units as at the date of this Circular (being Mr James Koh Cher Siang, Mr Liew Mun Leong, Mr Lim Beng Chee, Mr David Wong Chin Huat and Mr Lui Chong Chee) have indicated that they intend to fully take up their pro rata entitlement under the Rights Issue.

Manager and CapitaLand Lock-up

The Manager has pursuant to the Underwriting Agreement agreed not to, among other things, offer, issue or contract to issue any Units¹, and make any announcements in connection with any of the foregoing transactions until the date falling 90 days after the date on which the Rights Units are listed on the SGX-ST.

In the event that the unitholdings of CapitaLand and the Subscribing Subsidiaries in CMT is equal to or exceed 30.0% after the issue of the Rights Units, CapitaLand has pursuant to the CL Commitment Agreement, agreed to a lock-up arrangement in respect of all the Units held by CapitaLand and/or its Subscribing Subsidiaries (subject to the terms and conditions therein), during the period from the date on which the Rights Units are listed on the SGX-ST to the date falling 180 days after the date on which the Rights Units are listed on the SGX-ST.

6. THE PROPOSED WHITEWASH RESOLUTION

Unitholders are advised to refer to **Paragraph 4** of the Letter to Unitholders in the Circular for the full details on the Whitewash Resolution.

Independent Unitholders should note that by voting for the Whitewash Resolution, they are waiving their rights to receive a Mandatory Offer from CapitaLand and the parties acting in concert with it at the highest price paid or agreed to be paid by CapitaLand and the parties acting in concert with it for Units in the six months preceding the acceptance by CapitaLand and the Subscribing Subsidiaries of all of their provisional allotments under the Rights Issue and the application for the CL Excess Application and/or the subscription of CL Commitment Rights Units pursuant to the CL Commitment Agreement, resulting in an obligation to make a Mandatory Offer².

Independent Unitholders should further note that CapitaLand and the Subscribing Subsidiaries may choose to apply for any number of Excess Rights Units under the Rights Issue and in the event that none of the Rights Units provisionally allotted to Eligible Unitholders other than CapitaLand and the Subscribing Subsidiaries are subscribed for by such Unitholders or by the purchasers of the Rights Entitlements and CapitaLand and the Subscribing Subsidiaries accept their provisional allotments and apply for all the Excess Rights Units under the Rights Issue, this will raise the proportionate aggregate interest of CapitaLand and the Subscribing Subsidiaries in the issued Units up to 63.0% immediately after the completion of the Rights Issue. As CapitaLand and the Subscribing Subsidiaries would then hold more than 49.0% of the issued Units, they would be free to thereafter acquire further Units without incurring any obligation under Rule 14 of the Code to make a Mandatory Offer.

By voting in favour of the Whitewash Resolution, Independent Unitholders could also be forgoing the opportunity to receive a general offer from another person who may be discouraged from making a general offer in view of the potential dilutive effect resulting from the acceptance by CapitaLand and the Subscribing Subsidiaries of all of their provisional allotments and (i) the subscription for the CL Commitment Rights Units pursuant to the CL Commitment Agreement and/or (ii) (if CapitaLand and the Subscribing Subsidiaries so choose) the application by CapitaLand and the Subscribing Subsidiaries for Excess Rights Units under the Rights Issue.

¹ Save for the issue of the Rights Units, Units to the Manager as payment of its management fees in accordance with the Trust Deed (as defined herein) and any Units to be issued pursuant to the conversion of the Convertible Bonds.

² While Units have been issued to the Manager as payment of its management fees, CapitaLand and the Subscribing Subsidiaries have not bought any Units in the last six months preceding the Latest Practicable Date.

7. EVALUATION OF THE PROPOSED WHITEWASH RESOLUTION

In our evaluation of the Whitewash Resolution, as at the Latest Practicable Date, we have considered the following factors:

- (A) Pricing of the Rights Units;
- (B) Rationale for the Rights Issue;
- (C) Rights Units offered on a pro rata basis;
- (D) Rights Issue made on a renounceable basis;
- (E) Financial impact of the Rights Issue to Independent Unitholders and potential third-party takeover offers for CMT;
- (F) Rationale for the Whitewash Resolution;
- (G) Financial impact of the Rights Issue;
- (H) Manager and CapitaLand Lock-up; and
- (I) Underwriting by the Joint Lead Managers and Underwriters is contingent on CapitaLand entering into the CL Pro Rata Undertaking and the CL Commitment Agreement.

(A) Pricing of the Rights Units

The issue price of S\$0.82 per Rights Unit ("**Rights Issue Price**") is set out in greater detail in **Paragraph 2.2** of the Letter to Unitholders in the Circular. The Rights Issue Price represents a discount of 43.4% to the closing price of S\$1.45 per Unit on the SGX-ST on 6 February 2009 being the last trading day of the Units prior to the announcement of the Rights Issue, and a discount of 28.7% to the theoretical ex-rights price ("**TERP**") of S\$1.15 per Unit.

Accordingly, for our evaluation, we have considered:

- (I) Selected precedent rights issues; and
- (II) Price performance of the Units.

(I) Selected precedent rights issues

We have reviewed selected precedent rights issues announced by companies listed on the SGX-ST during the 20-month calendar period beginning 1 June 2007 to the Latest Practicable Date, where the rights issues are undertaken on a fully underwritten basis or where there is an irrevocable undertaking provided by substantial shareholders/unitholders to take up any remaining unsubscribed rights shares/units. In our review, we have excluded rights issues of preference shares and those with free warrants.

For each rights issue, we have considered the premium or discount implied by the issue price to the last traded price before its respective announcement date and to its respective TERP. In the case of CMT, we have considered the Rights Issue as set out in **Paragraph 2.2** of the Letter to Unitholders in the Circular.

Company Name	Date of announcement	Terms of rights issue	Issue price of rights shares (S\$)	LTP ⁽¹⁾ (S\$)	Discount of issue price to LTP	TERP ⁽²⁾ (S\$)	Discount of issue price to TERP
DBS Group Holdings Ltd.	22-Dec-08	1 for 2	5.420	9.850	45.0%	8.373	35.3%
MapleTree Logistics Trust	24-Jun-08	3 for 4	0.730	0.930	21.5%	0.844	13.5%
Parkway Holdings Limited	31-Mar-08	7 for 15	2.180	3.590	39.3%	3.141	30.6%
K-REIT Asia ⁽³⁾	23-Jan-08	8 for 5	1.390	1.480	6.1%	1.425	2.4%
Asiasons Capital Ltd ⁽⁴⁾	12-Oct-07	1 for 1	0.080	0.165	51.5%	0.123	34.7%
Jurong Technologies Industrial Corporation	27-Sep-07	3 for 10	0.370	0.730	49.3%	0.647	42.8%
Genting International Plc	28-Jun-07	3 for 5	0.600	0.955	37.2%	0.822	27.0%
Allco Commercial Real Estate	08-Jun-07	2 for 5	1.040	1.250	16.8%	1.190	12.6%
Stratech Systems Ltd	01-Jun-07	1 for 4	0.055	0.065	15.4%	0.063	12.7%
					High	51.5%	42.8%
					Low	6.1%	2.4%
					Median	37.2%	27.0%
					Mean	31.3%	23.5%
CMT (rights ratio: 9 for 10)⁽⁵⁾	09-Feb-09	9 for 10	0.820	1.450	43.4%	1.150	28.7%

Source: Bloomberg, Rights issue announcements of companies on SGX-ST website.

Notes:

- (1) Last traded price prior to the announcement date of the rights issue price.
- (2) The TERP is calculated as follows:
TERP = (Market capitalisation prior to the announcement date of the rights issue price + gross proceeds from the rights issue) ÷ total shares/units outstanding after the rights issue.
- (3) Transaction announced on 23 January 2008. Rights issue ratio and price were announced on 24 March 2008 and 28 March 2008 respectively.
- (4) Previously known as Integra2000 Ltd.
- (5) Calculations are based on the Rights Issue Price as set out in **Paragraph 2.2** of the Letter to Unitholders in the Circular.

Based on the Rights Issue Price, the 1,669,287,693 outstanding Units issued as at the Latest Practicable Date and the table above:

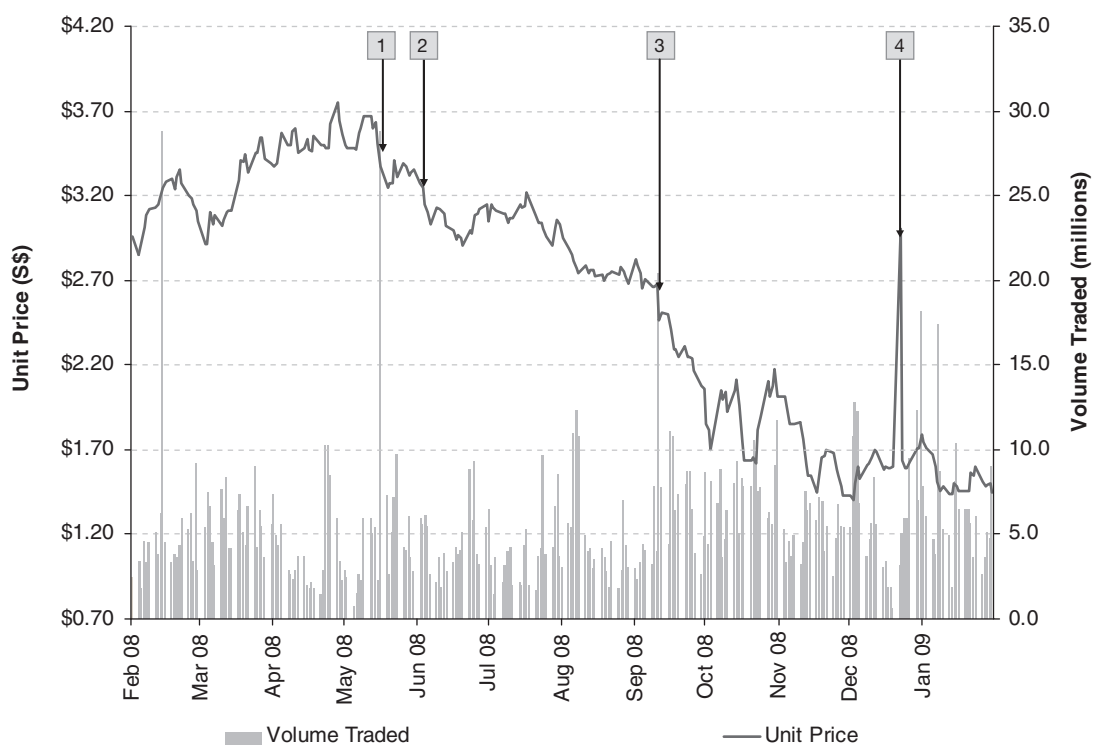
1. the discount of 43.4% of the Rights Issue Price to the last traded price of S\$1.45 as of 6 February 2009, the date of the last full trading day of the Units on the SGX-ST prior to the announcement date of the Rights Issue Price, is within the range of corresponding discounts of 6.1% and 51.5% for the selected precedent rights issues;
2. the discount of 28.7% of the Rights Issue Price to the TERP is within the range of corresponding discounts of 2.4% and 42.8% for the selected precedent rights issues; and
3. based on the Rights Ratio of 9 Rights Units for every 10 existing Units, the gross proceeds that would be raised from the Rights Issue is approximately S\$1.23 billion.

The Independent Directors should note that the circumstances and terms of the selected precedent rights issues are different from the Rights Issue, and are largely dependent on the market sentiments prevailing at the time of such corporate exercises.

Moreover, as CMT is not in the same industry and does not conduct the same businesses as the other selected companies, in the precedent rights issues, it may not, therefore, be directly comparable to the selected companies in terms of composition of business activities, product lines, scale of operations, risk profile, geographical spread of activities, client base, accounting policies, track record, prospects and other relevant criteria. Accordingly, the Independent Directors should note that the above comparison is for illustrative purposes and serves as a general guide only.

(II) Price performance of the Units

We set out below a chart of the closing price of the Units for the 12 months up to the Latest Practicable Date.



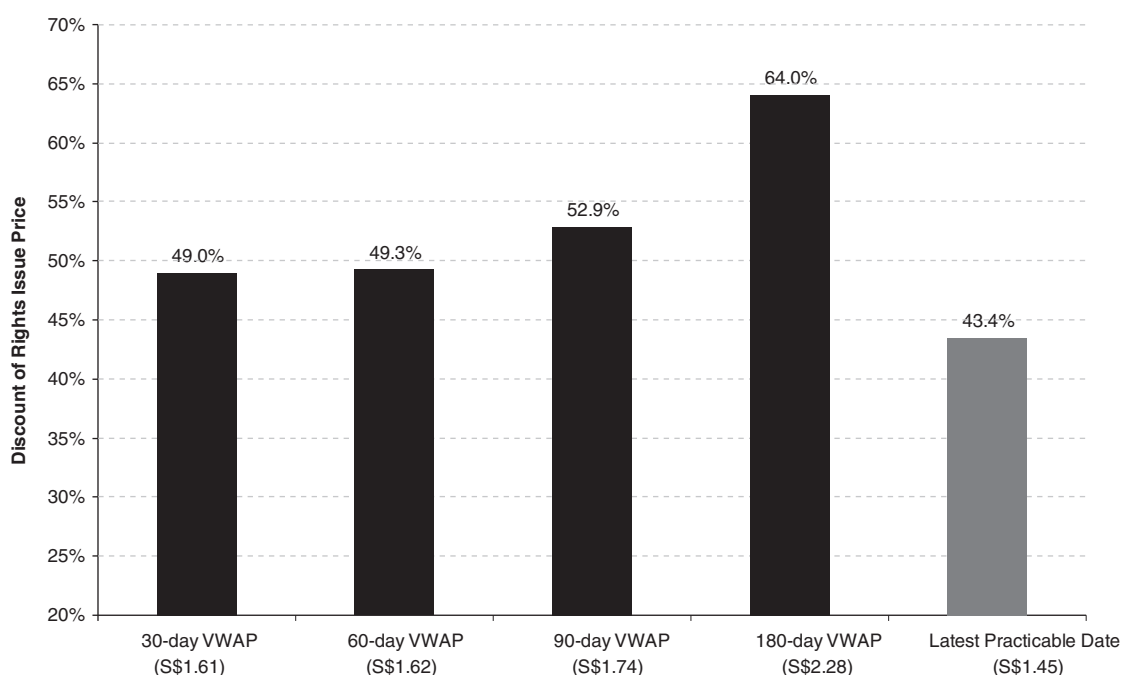
Source: Bloomberg, Company Reports, Market Announcements and Media.

Notes:

- (1) 22 May 2008: Moody's saw negative outlook for Singapore REITs and CMT announced plan to acquire commercial property located in the Orchard shopping district for S\$840m.
- (2) 09 June 2008: Singapore REITs fell after Citigroup downgraded target price.
- (3) 18 September 2008: Former CEO PUA Seck Guan tendered his resignation.
- (4) 30 December 2008: CMT stock price rose to S\$3.00 per share following a single transaction of 2 million shares.

We have considered whether current and historical unit prices of CMT are reasonable indicators for assessing the financial value of the units at a given point in time. Under ordinary circumstances, the market valuation of units traded on a recognised stock exchange may be affected by, *inter alia*, its relative liquidity, the size of its free float, the extent of research coverage and investor interest it attracts, and the general market sentiment at a given point in time.

As shown in the chart below, the Rights Issue Price as set out in **Paragraph 2.2** of the Letter to Unitholders in the Circular, represents a discount to the Volume Weighted Average Price (“VWAP”) per Unit over the 30-day, 60-day, 90-day and 180-day periods up to the Latest Practicable Date and a discount to the last traded price of the Units on the Latest Practicable Date.



Source: Bloomberg.

Note:

(1) VWAP of the Unit for the specified number of trading days up to the Latest Practicable Date.

(B) Rationale for the Rights Issue

The rationale for the Rights Issue is set out under **Paragraph 2.7** of the Letter to Unitholders in the Circular.

(C) Rights Units offered on a pro rata basis

The Rights Issue is offered on a pro rata basis to all Eligible Unitholders who will have the first right of refusal to subscribe to their provisional allotments under the Rights Issue based on their unitholdings as at the Books Closure Date. In addition, Eligible Unitholders are eligible to apply for additional Rights Units in excess of their provisional allotments under the Rights Issue except preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders nor Directors. CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority. Accordingly, we note that the Independent Unitholders will not be disadvantaged by the Rights Issue or the process involved in the allotment of Excess Rights Units.

(D) Rights Issue made on a renounceable basis

As the Rights Issue is made on a renounceable basis, the provisional allotments of new Units can be renounced in favour of a third party or traded on the SGX-ST. Eligible Unitholders are at liberty to accept in part or in full, decline or otherwise renounce or trade (during the provisional allotments trading period prescribed by the SGX-ST) their provisional allotments of Rights Units and are

eligible to subscribe for the Excess Rights Units. Accordingly, we note that the Independent Unitholders will not be disadvantaged by the Rights Issue.

(E) Financial impact of the Rights Issue to the Independent Unitholders and potential third-party takeover offers for CMT

The financial impact of the Rights Issue to the Independent Unitholders is set out under **Paragraph 3** of the Letter to Unitholders in the Circular, where the Rights Issue is offered on a basis of 9 Rights Units for every 10 existing Units. As at the Latest Practicable Date, CapitaLand, through its wholly-owned subsidiaries Albert Complex, Pyramex, Premier and the Manager, holds an aggregate indirect interest of approximately 29.7% in CMT, with its respective interests in CMT as follows:

- (i) Albert Complex, Pyramex and Premier holds 480,219,553 Units representing approximately 28.8% of the voting rights of CMT; and
- (ii) the Manager holds for its own account 15,479,388 Units representing approximately 0.9% of the voting rights of CMT.

The Independent Unitholders collectively own the remaining 70.3% of the issued and paid-up capital of CMT.

The Rights Issue neither affects the percentage unitholdings of CapitaLand and the Subscribing Subsidiaries nor results in any unitholding dilution of the Independent Unitholders if all Unitholders (including CapitaLand and the Subscribing Subsidiaries) accept their provisional allotments under the Rights Issue in full. A dilution impact will only occur for the Independent Unitholders that do not fully subscribe for their provisional allotments under the Rights Issue.

The maximum possible increase in unitholdings of CapitaLand and the Subscribing Subsidiaries would occur in a scenario as set out under **Paragraph 4.1** of the Letter to Unitholders in the Circular, where none of the other Unitholders subscribe for their provisional allotments under the Rights Issue, and CapitaLand and the Subscribing Subsidiaries subscribe for not only their provisional allotments pursuant to the CL Pro Rata Undertaking but also apply for all Excess Rights Units under the Rights Issue. In this case, the aggregate unitholding of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue will be approximately 63.0%.

In addition, there is no certainty that CapitaLand and the parties acting in concert with it would be required to make a Mandatory Offer for the remaining Units not held by CapitaLand and the parties acting in concert with it pursuant to Rule 14 of the Code, upon taking up the Rights Units comprising all of their provisional allotments under the Rights Issue and the application for the CL Excess Application and/or the subscription of the CL Commitment Rights Units pursuant to the CL Commitment Agreement, as the percentage increase in the unitholdings of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue would depend on the subscription rates of the Rights Units by the Independent Unitholders. **Assuming that all Unitholders (including CapitaLand and the Subscribing Subsidiaries) accept their provisional allotments under the Rights Issue in full, the unitholdings of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue will remain unchanged at approximately 29.7%.**

Unitholders would not be precluded from considering any third party offer by voting for the Whitewash Resolution. However, in the event that the Whitewash Resolution is approved by a majority of the Independent Unitholders, CapitaLand and the parties acting in concert with it may increase their aggregated unitholdings in CMT if CapitaLand and the Subscribing Subsidiaries subscribe to all of their provisional allotments under the Rights Issue and any Excess Rights Units

under the Rights Issue in addition to the subscription of CL Commitment Rights Units pursuant to the CL Commitment Agreement. In such event, CapitaLand and the Subscribing Subsidiaries may have majority control of above 50% aggregate unitholdings immediately after the completion of the Rights Issue. Hence, CMT may be a relatively less favourable target for third party offers, assuming that it is the intention of the offerors to acquire a significant interest or control in CMT, should CapitaLand intend to retain majority control of CMT.

(F) Rationale for the Whitewash Resolution

The rationale for the Whitewash Resolution is set out under **Paragraph 4.3** of the Letter to Unitholders in the Circular.

(G) Financial impact of the Rights Issue

The financial impact of the Rights Issue is set out under **Paragraph 3** of the Letter to Unitholders in the Circular.

(H) Manager and CapitaLand Lock-up

The full details of the lock-up arrangements for the Manager and CapitaLand are set out under **Paragraph 2.5.4** of the Letter to Unitholders in the Circular.

(I) Underwriting by the Joint Lead Managers and Underwriters is contingent on CapitaLand entering into the CL Pro Rata Undertaking and the CL Commitment Agreement

The Joint Lead Managers and Underwriters have confirmed that they will only underwrite the Rights Issue if CapitaLand enters into the CL Pro Rata Undertaking and CL Commitment Agreement and the entry into the CL Pro Rata Undertaking and CL Commitment Agreement will facilitate the underwriting of the Rights Issue by the Joint Lead Managers and Underwriters, thereby enhancing the chances of a successful Rights Issue. As CapitaLand is making an upfront commitment, it will be assuming market risks for the entire Rights Issue period and forgoing its ability to trade its Rights Entitlements.

8. OPINION

In arriving at our opinion, from a financial point of view, on whether the Whitewash Resolution is on normal commercial terms and is not prejudicial to the interests of CMT and its Independent Unitholders, we have taken into consideration, *inter alia*, the following:

- (i) the discount of 43.4% of the Rights Issue Price to the last traded price of S\$1.45 as of 6 February 2009, the date of the last full trading day of the Units on the SGX-ST prior to the announcement date of the Rights Issue Price, is within the range of corresponding discounts of 6.1% and 51.5% for the selected precedent rights issues;
- (ii) the discount of 28.7% of the Rights Issue Price to the TERP is within the range of corresponding discounts of 2.4% and 42.8% for the selected precedent rights issues;
- (iii) the Rights Issue Price as set out in **Paragraph 2.2** of the Letter to Unitholders in the Circular, represents a discount to the VWAP per Unit over the 30-day, 60-day, 90-day and 180-day periods up to the Latest Practicable Date and a discount to the last traded price of the Units on the Latest Practicable Date;
- (iv) the rationale for the Rights Issue as set out under **Paragraph 2.7** of the Letter to Unitholders in the Circular;

- (v) the Rights Issue is offered on a pro rata basis to all Eligible Unitholders who will have the first right of refusal to subscribe to their provisional allotments under the Rights Issue based on their unitholdings as at the Books Closure Date. In addition, Eligible Unitholders are eligible to apply for additional Rights Units in excess of their provisional allotments under the Rights Issue except preference will be given to the rounding of odd lots, followed by allotment to the Unitholders who are neither Substantial Unitholders nor Directors. CapitaLand, the Subscribing Subsidiaries, other Substantial Unitholders and Directors will rank last in priority. Accordingly, we note that the Independent Unitholders will not be disadvantaged by the Rights Issue or the process involved in the allotment of Excess Rights Units;
- (vi) the Rights Issue is made on a renounceable basis, the provisional allotments of new Units can be renounced in favour of a third party or traded on the SGX-ST. Eligible Unitholders are at liberty to accept in part or in full, decline or otherwise renounce or trade (during the provisional allotments trading period prescribed by the SGX-ST) their provisional allotments of Rights Units and are eligible to subscribe for the Excess Rights Units. Accordingly, we note that the Independent Unitholders will not be disadvantaged by the Rights Issue;
- (vii) the potential dilution impact of the Rights Issue to the Independent Unitholders as set out in Paragraph 7(E) of this letter;
- (viii) there being no certainty that CapitaLand and the Subscribing Subsidiaries would be required to make a Mandatory Offer for the remaining Units not held by CapitaLand and the parties acting in concert with it pursuant to Rule 14 of the Code, upon taking up the Rights Units comprising all of their provisional allotments under the Rights Issue and the application for the CL Excess Application and/or the subscription of the CL Commitment Rights Units pursuant to the CL Commitment Agreement, as the percentage increase in the unitholdings of CapitaLand and the Subscribing Subsidiaries immediately after the completion of the Rights Issue would depend on the subscription rates of the Rights Units by the Independent Unitholders;
- (ix) in the event that the Whitewash Resolution is approved by a majority of the Independent Unitholders and that CapitaLand and the Subscribing Subsidiaries increase their aggregate unitholdings in CMT if CapitaLand and the Subscribing Subsidiaries subscribe to all of their provisional allotments under the Rights Issue and any Excess Rights Units under the Rights Issue in addition to the subscription of CL Commitment Rights Units pursuant to the CL Commitment Agreement, CMT may be a relatively less favourable target for third party offers, assuming that it is the intention of the offerors to acquire a significant interest or control in CMT, should CapitaLand intend to retain majority control of CMT;
- (x) the rationale for the Whitewash Resolution as set out under **Paragraph 4.3** of the Letter to Unitholders in the Circular;
- (xi) the financial impact of the Rights Issue as set out under **Paragraph 3** of the Letter to Unitholders in the Circular;
- (xii) the lock-up arrangements for the Manager and CapitaLand, as set out under **Paragraph 2.5.4** of the Letter to Unitholders in the Circular; and
- (xiii) CapitaLand providing the CL Pro Rata Undertaking and entering into the CL Commitment Agreement.

Based on the above factors set forth in this letter, on balance, we are of the opinion that, as at the Latest Practicable Date, from a financial point of view, the Whitewash Resolution when considered in the context of the Rights Issue, is on normal commercial terms and is not prejudicial to the interests of CMT and its Independent Unitholders.

From a financial point of view, we are of the view that the Independent Directors can recommend that Independent Unitholders vote in favour of the Whitewash Resolution to be proposed at the EGM.

Our opinion as disclosed in this letter is based upon the market, economic, industry, monetary and other applicable conditions subsisting on, and the information made available to us as of the Latest Practicable Date.

This opinion is addressed to the Independent Directors for their benefit, in connection with, and for the purpose of, their consideration of the Whitewash Resolution, that a copy of this opinion may be included in its entirety in the Circular. This opinion does not constitute, and should not be relied on as a recommendation to, or confer any rights upon, any unitholder of CMT as to how to vote in relation to the Whitewash Resolution or any matter related thereto.

This opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter. Nothing herein shall confer or be deemed or is intended to confer any right or benefit to any third party and the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore shall not apply.

Yours faithfully
For and on behalf of
ANZ Singapore Limited

Bill Foo
Managing Director

Glenn Porritt
Executive Director

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of CapitaMall Trust (“CMT”) will be held on **Monday, 2 March 2009 at 2.30 p.m.** at STI Auditorium, Level 9, 168 Robinson Road, Capital Tower, Singapore 068912 for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

EXTRAORDINARY RESOLUTION

1. THE PROPOSED UNDERWRITTEN RENOUNCEABLE RIGHTS ISSUE

That subject to and contingent upon the passing of Resolution 2:

- (i) approval be and is hereby given for the issue of new units in CMT (“**Rights Units**”) under the underwritten and renounceable rights issue (the “**Rights Issue**”) pursuant to the rights ratio of 9 Rights Units for every 10 existing units in CMT (“**Units**”, and the basis of the Rights Issue, the “**Rights Ratio**”) held on 6 March 2009 at 5.00 p.m. (the “**Rights Issue Books Closure Date**”) in the manner described in the circular to unitholders of CMT (“**Unitholders**”) dated 9 February 2009 (the “**Circular**”) issued by CapitaMall Trust Management Limited, as manager of CMT (the “**Manager**”);
- (ii) the Rights Issue shall be carried out on the terms of and subject to the conditions set out below and/or otherwise on such terms and conditions as the Manager may think fit:
 - (a) that the provisional allotments of the Rights Units under the Rights Issue shall be made on an underwritten and renounceable basis to Unitholders with Units standing to the credit of their securities accounts with The Central Depository (Pte) Limited (“**CDP**”) 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, including entitled “qualified institutional buyers” (“**QIBs**”) ¹ and such Unitholders who the Manager, on behalf of CMT, and DBS Bank Ltd and J.P. Morgan (S.E.A.) Limited (the “**Joint Lead Managers and Underwriters**”) agree, may be offered Rights Units without breaching applicable securities laws (“**Eligible Unitholders**”);
 - (b) no provisional allotments of Rights Units shall be made in favour of Unitholders other than Eligible Unitholders;
 - (c) the provisional allotments of Rights Units not taken up or allotted for any reason shall be used to satisfy applications for excess Rights Units (“**Excess Rights Units**”) (if any) as the Manager may, in its discretion, deem fit; and
 - (d) the Rights Issue shall be underwritten by the Joint Lead Managers and Underwriters, on the terms of the management and underwriting agreement dated 9 February 2009 entered into between the Manager and the Joint Lead Managers and Underwriters;

¹ Entitled QIBs are beneficial holders of Units resident in the United States or who are U.S. persons (as defined in Regulation S under the U.S. Securities Act of 1933 (as amended)) (the identities of which are to be agreed between the Manager and the Joint Lead Managers and Underwriters (as defined herein)) that the Manager and the Joint Lead Managers and Underwriters reasonably believe are “QIBs” and who provide to the Manager and the Joint Lead Managers and Underwriters a signed investor representation letter in the form to be set out in the offer information statement to be lodged with the Monetary Authority of Singapore in connection with the Rights Issue.

- (iii) approval be and is hereby given for the increase in the number of potential Units which will be issued upon the conversion of the CMT S\$650,000,000 1.0% convertible bonds due 2013 (the “**Convertible Bonds**”) as a result of the adjustments to the conversion price of the Convertible Bonds arising from the Rights Issue; and
- (iv) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of CMT to give effect to the Rights Issue and to allow the Rights Units to participate in any distributions which may accrue for the period from 1 January 2009, notwithstanding that the Rights Units are expected to be issued on 2 April 2009.

ORDINARY RESOLUTION

2. THE PROPOSED WHITEWASH RESOLUTION

That subject to the conditions in the letter from the Securities Industry Council dated 3 February 2009 being fulfilled, the Unitholders, other than CapitaLand Limited (“**CapitaLand**”), parties acting in concert with it and parties which are not independent of CapitaLand, hereby (on a poll taken) waive their rights to receive a mandatory take-over offer from CapitaLand and parties acting in concert with it, which includes (i) the wholly-owned subsidiaries of CapitaLand which holds either a direct or indirect interest in Units, being CapitaLand Financial Limited, CapitaLand RECM Pte. Ltd., the Manager, CapitaLand Retail Limited, Albert Complex Pte Ltd, Pyramex Investments Pte Ltd and Premier Healthcare Services International Pte Ltd and (ii) any existing subsidiaries of CapitaLand and new subsidiaries set up by CapitaLand to hold Units which will be subscribing for Rights Units under the Rights Issue, for all the Units not already owned by CapitaLand and parties acting in concert with it, in the event that they acquire a sufficient number of Rights Units through taking up provisional allotments of Rights Units issued and allotted to them and, if applicable, through applying for Excess Rights Units pursuant to the Rights Issue and/or subscribing for Rights Units pursuant to the commitment agreement dated 9 February 2009 entered into between CapitaLand and the Joint Lead Managers and Underwriters, which would otherwise result in a mandatory offer obligation pursuant to Rule 14 of the Singapore Code on Take-overs and Mergers.

BY ORDER OF THE BOARD

CapitaMall Trust Management Limited
(Company Registration No. 200106159R)
as manager of CapitaMall Trust

Kannan Malini
Company Secretary
Singapore
9 February 2009

Important Notice:

- (A) A unitholder of CMT entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a unitholder of CMT.
- (B) The instrument appointing a proxy must be lodged at the Manager’s registered office at 39 Robinson Road, #18-01 Robinson Point, Singapore 068911 not later than 28 February 2009 at 2.30 p.m., being 48 hours before the time fixed for the Extraordinary General Meeting.

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IMPORTANT: PLEASE READ THE NOTES TO PROXY FORM BELOW

Notes to Proxy Form

1. A Unitholder of CMT (“**Unitholder**”) entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his stead.
2. Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his holding (expressed as a percentage of the whole) to be represented by each proxy.
3. A proxy need not be a Unitholder.
4. A Unitholder should insert the total number of Units held. If the Unitholder has Units entered against his name in the Depository Register maintained by The Central Depository (Pte) Limited (“**CDP**”), he should insert that number of Units. If the Unitholder has Units registered in his name in the Register of Unitholders of CMT, he should insert that number of Units. If the Unitholder has Units entered against his name in the said Depository Register and registered in his name in the Register of Unitholders, he should insert the aggregate number of Units. If no number is inserted, this form of proxy will be deemed to relate to all the Units held by the Unitholder.
5. The instrument appointing a proxy or proxies must be deposited at the Manager’s registered office at 39 Robinson Road, #18-01 Robinson Point, Singapore 068911, not less than 48 hours before the time set for the Extraordinary General Meeting.
6. The instrument appointing a proxy or proxies must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
7. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the power of attorney or a duly certified copy thereof must (failing previous registration with the Manager) be lodged with the instrument of proxy; failing which the instrument may be treated as invalid.
8. The Manager shall be entitled to reject a Proxy Form which is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the Proxy Form. In addition, in the case of Units entered in the Depository Register, the Manager may reject a Proxy Form if the Unitholder, being the appointor, is not shown to have Units entered against his name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by CDP to the Manager.
9. All Unitholders will be bound by the outcome of the Extraordinary General Meeting regardless of whether they have attended or voted at the Extraordinary General Meeting.
10. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by five or more Unitholders present in person or by proxy, or holding or representing one-tenth in value of the Units represented at the meeting. Unless a poll is so demanded, a declaration by the Chairman that such a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
11. On a show of hands, every Unitholder who (being an individual) is present in person or by proxy or (being a corporation) is present by one of its officers as its proxy shall have one vote. On a poll, every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is the Unitholder. A person entitled to more than one vote need not use all his votes or cast them the same way.

CAPITAMALL TRUST

(Constituted in the Republic of Singapore pursuant to a trust deed dated 29 October 2001 (as amended))

PROXY FORM EXTRAORDINARY GENERAL MEETING

IMPORTANT

1. For investors who have used their CPF money to buy units in CapitaMall Trust, this Circular is forwarded to them at the request of their CPF Approved Nominees and is sent FOR INFORMATION ONLY.
2. This Proxy Form is not valid for use by CPF Investors and shall be ineffective for all intents and purposes if used or is purported to be used by them.
3. **PLEASE READ THE NOTES TO THE PROXY FORM.**

I/We _____ (Name)

of _____ (Address)

being a unitholder/unitholders of CapitaMall Trust ("CMT"), hereby appoint:

Name	Address	NRIC/Passport Number	Proportion of Unitholdings	
			No. of Units	%

and/or (delete as appropriate)

Name	Address	NRIC/Passport Number	Proportion of Unitholdings	
			No. of Units	%

or, both of whom failing, the Chairman of the Extraordinary General Meeting as my/our proxy/proxies to attend and to vote for me/us on my/our behalf and if necessary, to demand a poll, at the Extraordinary General Meeting of CMT to be held on **Monday, 2 March 2009 at 2.30 p.m.** at STI Auditorium, Level 9, 168 Robinson Road, Capital Tower, Singapore 068912 and any adjournment thereof. I/We direct my/our proxy/proxies to vote for or against the resolution to be proposed at the Extraordinary General Meeting as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/their discretion, as he/they will on any other matter arising at the Extraordinary General Meeting.

Resolutions	To be used on a show of hands		To be used in the event of a poll	
	For*	Against*	No. of Votes For**	No. of Votes Against**
1 To approve the underwritten renounceable Rights Issue (Extraordinary Resolution) (Conditional upon Resolution 2)				
2 To approve the Whitewash Resolution (Ordinary Resolution)				

* If you wish to exercise all your votes "For" or "Against", please tick (✓) within the box provided.

** If you wish to exercise all your votes "For" or "Against", please tick (✓) within the box provided. Alternatively, please indicate the number of votes as appropriate.

Dated this _____ day of _____ 2009

Total number of Units held

Signatures of Unitholders/Common Seal



1st fold here

2nd fold here

The Company Secretary
CapitaMall Trust Management Limited
(as manager of CapitaMall Trust)
39 Robinson Road
#18-01 Robinson Point
Singapore 068911

Affix
Postage
Stamp

3rd fold here

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CapitaMall
Trust