

Australian Securities Exchange - Company Announcements Platform

Centuria Property Funds No.2 Limited CENTURIA INDUSTRIAL REIT

Unit Purchase Plan

Tuesday, 9 July 2019

Centuria Property Funds No. 2 Limited ACN 133 363 185, as responsible entity of Centuria Industrial REIT (ASX: **CIP**) confirms that it has today despatched to Eligible Unitholders the CIP Unit Purchase Plan (**UPP**) Booklet and accompanying Application Form in relation to the non-underwritten UPP to raise up to \$5 million¹, which was announced to the ASX on 27 June 2019 in conjunction with a placement of fully paid, ordinary units to institutional investors.

Under the UPP, Eligible Unitholders are invited to subscribe for up to \$15,000 of fully paid, ordinary units in CIP (**New Units**) at an issue price of \$3.05 per New Unit (being the same price paid by institutional investors in the Placement), without incurring any brokerage costs or other transactions costs.

If you have any questions in relation to any of the above matters, please contact the Centuria Industrial REIT Investor Relations Line on 1800 182 257 (within Australia) or +61 2 9290 9689 (outside Australia) from 9.00am to 5.00pm (Sydney time) Monday to Friday during the UPP offer period (9 July 2019 to 30 July 2019). For other questions, you should contact your stockbroker, accountant or other professional adviser.

– Ends –

For further information please contact:

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¹ CIP may (in its absolute discretion) in a situation where total demand exceeds \$5 million, decide to increase the amount to be raised under the UPP to reduce or eliminate the need for scaleback. CIP reserves the right to scale back applications under the UPP at its discretion.

About Centuria Property Funds No. 2 Limited

Centuria Property Funds No. 2 Limited (CPF2L), is the Responsible Entity for the ASX-listed Centuria Industrial REIT (CIP).

CIP is Australia's largest ASX-listed income focused industrial investment vehicle and is included in the S&P/ASX 300 Index. CIP owns a portfolio of 45 high quality industrial assets with a value of \$1.3 billion, the properties are in key metropolitan locations throughout Australia.

CPF2L, combined with Centuria Property Funds Limited (CPFL), are wholly owned subsidiaries of Centuria Capital Group (CNI) and have approximately \$5.4 billion of assets under management across 15 unlisted property funds, one open-ended diversified property fund and two listed REITs.

CNI is an ASX-listed specialist investment manager with approximately \$6.2 billion in assets under management.²

www.centuria.com.au

² Subject to completion of Centuria Heathley transaction.

Centuria Industrial REIT (ARSN 099 680 252)

Unit Purchase Plan Booklet

Important Notice and Disclaimer

This Booklet offers Eligible Unitholders the opportunity to purchase up to \$15,000 of fully paid, ordinary units in Centuria Industrial REIT (ARSN 099 680 252) under a unit purchase plan (**UPP**).

This Booklet does not provide financial advice and has been prepared without taking into account the individual investment objectives, financial situation or needs of any investor. You should read this Booklet in its entirety and seek independent financial and taxation advice before making a decision to participate in the UPP.

The offer of New Units under the UPP is made in accordance with ASIC Class Order 09/425 which grants relief from the requirement for Centuria Property Funds No. 2 Limited (**CPF2L**) as Responsible Entity of CIP to provide a product disclosure statement in relation to the UPP. This Booklet is not a product disclosure or a prospectus under the Corporations Act.

The laws of some countries prohibit or make impracticable participation in the UPP by certain overseas Unitholders. CPF2L has determined that it is not practical to permit Unitholders who are not resident in Australia or New Zealand to participate in the UPP. Accordingly, Unitholders who are **not** resident in Australia or New Zealand will **not** be able to participate in the UPP. The UPP does not constitute an offer of New Units for sale in any other jurisdictions.

New Zealand

The New Units are not being offered or sold to the public within New Zealand other than to existing Unitholders at the Record Date (and who continue to hold Units from the Record Date to the Opening Date) with registered addresses in New Zealand to whom the offer of New Units is being made in reliance on the Securities Act (Overseas Companies) Exemption Notice 2013 (New Zealand).

This Booklet has not been registered, filed with or approved by any New Zealand regulatory authority. This Booklet is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

United States

This Booklet may not be released or distributed in the United States. The New Units have not been, and will not be, registered under the US Securities Act of 1933 (**US Securities Act**) or the securities laws of any state or other jurisdiction of the United States. The New Units may not be offered, sold or otherwise transferred in the United States except in a transaction exempt from, or not subject to, the registration requirements of the US Securities Act and the applicable securities laws of any state or other jurisdiction in the United States.

CHAIRMAN'S LETTER

9 July 2019

Dear Unitholder

On behalf of the Board of Directors of Centuria Property Funds No. 2 Limited (**CPF2L**) as Responsible Entity of Centuria Industrial REIT (ARSN 099 680 252) (**CIP**), I am pleased to offer Eligible Unitholders an opportunity to participate in CIP's unit purchase plan (**UPP**), which was announced to the ASX on 27 June 2019 in conjunction with a placement of fully paid, ordinary units to institutional investors (**Placement**).

Under the UPP, Eligible Unitholders have the opportunity to subscribe for up to \$15,000 of fully paid, ordinary units in CIP (**New Units**) at an issue price of \$3.05 per New Unit (being the same price paid by institutional investors in the Placement), without incurring any brokerage costs or other transactions costs.

The issue price of \$3.05 per New Unit represents a discount of 3.2% to the distribution-adjusted volume weighted average price of Units traded during the five ASX trading days prior to and including the Record Date¹.

Use of proceeds

As announced to the ASX on 28 June 2019, CPF2L successfully raised \$70.0 million under the Placement. Proceeds from the Placement and existing debt facilities will be used to fund the acquisitions of 46 Gosport Street, Hemmant, QLD, 680 Boundary Road, Richlands, QLD and 75-95 & 105 Corio Quay Road, North Geelong, VIC.

The proceeds raised under the UPP will be utilised in the short term to reduce debt and therefore CIP's gearing, providing flexibility to pursue future growth opportunities.

Further details on the Placement and a summary of some of the key risks of an investment in CIP are set out in the investor presentation lodged with the ASX on 27 June 2019.

Details of the offer under the UPP

The UPP is not underwritten and the total amount to be raised under the UPP is subject to a cap of \$5 million. CPF2L reserves the right to scale-back applications in its absolute discretion and it may, in its absolute discretion, increase the cap in order to reduce or prevent the need for a scale-back should total demand under the UPP exceed \$5 million. In the event of a scale-back, you may be allocated New Units to a value which is less than the parcel which you applied for and the difference will be refunded to you without interest.

The New Units issued under the UPP will rank equally with existing CIP units quoted on the ASX. The New Units will be issued after the record date for CIP's quarterly distribution for June 2019 and hence will not be entitled to the June 2019 quarterly distribution amount. Participation in the UPP is optional and is open to Eligible Unitholders, being holders of fully paid ordinary CIP units as at 7:00pm (AEST) on Wednesday, 26 June 2019 with a registered address in Australia or New Zealand and who meet certain other conditions set out in this Booklet.

Your right to participate in the UPP is not transferrable.

How to apply

If you are an Eligible Unitholder and wish to participate in the UPP, you may apply to purchase New Units with a minimum application amount of \$3,000 and any additional New Units in increments of \$1,000, with a maximum application amount of \$15,000.

You can apply for New Units by either:

¹ The June 2019 quarter distribution of 4.6 cents per Unit has been deducted from the 5 day volume weighted average price (**VWAP**) of \$3.198 per Unit to give a distribution-adjusted 5 day VWAP of \$3.152 per Unit.

- completing the enclosed Application Form as instructed and returning it to the address indicated in the form, together with your payment; or
- making payment directly to BPAY. If you make your application by BPAY, you do not need to return the Application Form.

Your application and payment must be received by 5.00pm (AEST) on Tuesday 30 July 2019 (**Closing Date**).

Timetable

The offer of New Units under the UPP will be conducted in accordance with the following timetable*:

Timetable	
Record Date	7.00pm (AEST), Wednesday 26 June 2019
Offer opens (Opening Date)	9.00am (AEST), Tuesday 9 July 2019
Offer closes (Closing Date)	5.00pm (AEST), Tuesday 30 July 2019
Issue of New Units (Issue Date)	Tuesday 6 August 2019
Commencement of trading of New Units on the ASX (Trading Date)	Wednesday 7 August 2019
Despatch of holding statements	Thursday 8 August 2019

*CPF2L may vary any of the above dates at its absolute discretion by lodging a revised timetable with the ASX.

Important information

The offer of New Units under the UPP is made in accordance with ASIC Class Order 09/425 which grants relief from the requirement to issue a disclosure document for the UPP.

The terms and conditions of the offer of New Units under the UPP are set out in this Booklet. The Board of CPF2L encourages you to read this Booklet in its entirety and seek independent professional advice before deciding whether to participate in the UPP.

For further information about the UPP or how to apply, please call the Registry, Boardroom Pty Limited, on 1800 187 257 or +61 2 9290 9689 (if calling from outside Australia) between 8:30am to 5:30pm (AEST), Monday to Friday from 9 July 2019.

On behalf of the Board of Directors, I thank you for your continued support of CIP and invite you to participate in the UPP.



Peter Done
Chairman
Centuria Property Funds No. 2 Limited
as responsible entity of the Centuria Industrial REIT

UPP Terms and Conditions

Important Notice:

You should read these Terms and Conditions carefully as you will be bound by them if you participate in the UPP.

If you participate in the UPP by completing and returning the Application Form or by making a payment by BPAY, you are accepting the risk that the market price of Units may change between the date of the Offer, the date you apply for New Units and the issue of New Units to you. The value of the New Units that you apply for is likely to rise or fall. Importantly, there is a risk that during the period between when you apply for New Units and when the New Units are issued to you, you may be able to buy Units on the ASX at a lower price than the UPP Issue Price. After the issue of the New Units to you, the value of these New Units will fluctuate over time and there is no guarantee that their value will not fall below the UPP Issue Price.

1. Eligible Unitholders

1.1 Subject to clauses 1.2 to 1.4, you are entitled to participate in the unit purchase plan (**UPP**), if you:

- (a) were registered on the Register of Centuria Industrial REIT (**CIP**) as a Unitholder at 7.00pm (AEST) on 26 June 2019 (**Record Date**);
- (b) have a registered address on the Record Date in Australia or New Zealand; and
- (c) if your registered address is in New Zealand, continue to hold Units from the Record Date to the Opening Date, (**Eligible Unitholder**).

1.2 Eligible Unitholders who hold Units as a "custodian" (as defined in ASIC Class Order 09/425) (**Custodian**) may participate in the UPP on behalf of one or more persons whom the Custodian holds Units on behalf of (**Custodian Beneficiaries**), provided the conditions set out in clause 4 are met.

1.3 Unitholders who hold Units on behalf of persons who reside outside Australia or New Zealand including those who are "US persons" as defined in Regulation S under the US Securities Act of 1933, as amended (**US Securities Act**) (**US Persons**) or who act for the account or benefit of a US Person are not entitled to participate in the UPP.

1.4 If you are a joint holder of Units, you are taken to be a single registered holder of Units for the purposes of determining whether you are an Eligible Unitholder and joint holders are entitled to participate in the UPP in respect of that single holding only.

2. Offer

2.1 Centuria Property Funds No. 2 Limited as responsible entity of CIP (**CPF2L**) offers each Eligible Unitholder the opportunity to purchase up to \$15,000 worth of fully paid ordinary units in CIP (**New Units**) under the UPP, subject to and in accordance with these Terms and Conditions.

2.2 Participation in the UPP is optional. The Offer is non-renounceable which means Eligible Unitholders cannot transfer their right to purchase New Units to another person.

2.3 The Offer to each Eligible Unitholder (whether as a Custodian or on its own account) is made on these same Terms and Conditions.

2.4 All references to \$ or dollars in this Booklet are references to Australian dollars unless otherwise indicated.

3. Joint holders

3.1 If you receive more than one Offer due to multiple registered holdings, you may apply for New Units by way of different Application Forms, but you may not apply for New Units with an aggregate value of more than \$15,000.

4. Custodians

4.1 If a Custodian applies for New Units on behalf of a Custodian Beneficiary, CPF2L will not issue New Units under the UPP unless the Custodian certifies the following in writing to CPF2L:

- (a) either or both of the following:
 - (i) that the Custodian holds the Units on behalf of one or

more persons that are not custodians (**Participating Beneficiaries**); or

- (ii) that another custodian (**Downstream Custodian**) holds beneficial interests in Units on behalf of a Participating Beneficiary, and the Custodian holds the Units to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian,

on the Record Date and that each Participating Beneficiary has subsequently instructed the following persons to apply for New Units under the UPP on their behalf:

- (i) where sub-paragraph 4.1(a)(i) applies – the Custodian; and

- (ii) where sub-paragraph 4.1(a)(ii) applies – the Downstream Custodian,

(b) the number of Participating Beneficiaries;

(c) the name and address of each Participating Beneficiary, and that each Participating Beneficiary's address is located in Australia or New Zealand;

(d) in respect of each Participating Beneficiary:

- (i) where sub-paragraph 4.1 (a)(i) applies – the number of Units that the Custodian holds on their behalf; and

- (ii) where sub-paragraph 4.1 (a)(ii) applies – the number of Units to which the beneficial interests relate;

(e) in respect of each Participating Beneficiary:

- (i) where sub-paragraph 4.1 (a)(i) applies – the number or the dollar amount of New Units they instructed the Custodian to apply for on their behalf; and

- (ii) where sub-paragraph 4.1 (a)(ii) applies – the number or the dollar amount of New Units they instructed the Downstream Custodian to apply for on their behalf;

(f) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds \$15,000:

- (i) the New Units applied for by the Custodian under the UPP in accordance with the instructions referred to in sub-paragraph 4.1(e); and

- (ii) any other Units issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Units on their behalf under an arrangement similar to the UPP;

(g) that a copy of this Booklet was given to each Participating Beneficiary; and

(h) where sub-paragraph 4.1 (a)(ii) applies – the name and address of each Custodian who holds beneficial interests in the Units held by the Custodian in relation to each Participating Beneficiary,

(**Custodian Certificate**).

4.2 For further information about the custodian application process, a Custodian should contact the Registry, Boardroom Pty Limited, on 1800 187 257 or +61 2 9290 9689 if calling from outside Australia (Monday to Friday,

UPP Terms and Conditions

8:30am to 5:30pm (AEST)).

4.3 Applications received from Custodians must be accompanied by a duly completed and signed Custodian Certificate.

4.4 If you hold Units as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described above. In this case, clause 3 applies.

5. Applying for New Units

5.1 If you are an Eligible Unitholder and wish to participate in the UPP, you may apply to purchase New Units with a minimum application amount of \$3,000 and any additional New Units in increments of \$1,000, with a maximum application amount of \$15,000. If you do not wish to participate in the UPP, you may disregard this Booklet.

5.2 You can apply for New Units by either:

- (a) completing and returning the enclosed Application Form as instructed and return it to the address indicated on the form, together with your payment; or
- (b) making payment directly by BPAY. If you make your application by BPAY, you do not need to return the Application Form.

5.3 Your application and payment must be received by 5.00pm (AEST) on 30 July 2019 (**Closing Date**). If you are sending the payment by post, then please leave several days for delivery. If you are paying by BPAY, then please check the processing cut-off times with your financial institution.

5.4 Eligible Unitholders who receive more than one Offer (for example, because they hold Units in more than one capacity or in different registered holdings) may apply on different Application Forms for New Units but may not apply for New Units with an aggregate value of more than \$15,000.

5.5 CPF2L may either accept or reject your application for New Units at its absolute discretion. CPF2L may reject your application in the following circumstances (among others):

- (a) your Application Form is incorrectly completed, incomplete or otherwise determined by CPF2L to be invalid;
- (b) your cheque is dishonoured;
- (c) the cheque, bank draft or money order that you enclose with your Application Form is not made out for the dollar amount corresponding to the dollar amount of New Units you have elected to purchase;
- (d) your BPAY payment is not received by the Closing Date or is otherwise incomplete or invalid. Late payments will be refunded (without interest);
- (e) CPF2L believes that you are applying either directly or indirectly (such as through a trust) to buy more than an aggregate of \$15,000 of New Units;
- (f) CPF2L believes that you and one or more other registered holders of the same or similar name or address are applying to buy more than an aggregate of \$15,000 of New Units;
- (g) your Application Form or cheque, bank draft or money order is not received by the Closing Date. Late payments will be refunded (without interest);
- (h) CPF2L believes you are not an Eligible Unitholder (subject to compliance with any applicable Australian Securities and Investments Commission or ASX requirements); or
- (i) your name is not recorded in the Register on the Record

Date.

5.6 if your BPAY payment, cheque, bank draft or money order is for:

- (a) an amount less than \$3,000, CPF2L may, at its discretion, reject your application for New Units and refund your application money in full (without interest); or
- (b) an amount greater than \$3,000 that is not equal to one of the designated amounts, CPF2L may, at its discretion:
 - (i) reject your application for New Units and refund your application money in full (without interest); or
 - (ii) treat your application as if you had applied for the next lowest parcel of New Units and refund the excess application money to you (without interest).

6. Issue price of New Units under the UPP

6.1 The issue price per New Unit under the UPP will be \$3.05 (**UPP Issue Price**), being the same price paid by institutional investors under the Placement. The UPP Issue Price of \$3.05 per New Unit represents a discount of 3.2% to the distribution-adjusted volume weighted average price of Units traded during the five ASX trading days prior to and including the Record Date.²

6.2 The current Unit price can be obtained from the ASX and is listed in the financial and business section of major daily newspapers circulating in Australia.

6.3 You agree to pay the UPP Issue Price per New Unit for the number of New Units that are allocated to you in accordance with these Terms and Conditions.

7. Number of New Units to be issued

- 7.1 If you apply for New Units, you will apply for a certain value, rather than a certain number of New Units. If your application is accepted, CPF2L will divide the value of your application monies by the UPP Issue Price (as specified in clause 6) in order to determine the number of New Units which, subject to Scale-back, will be issued to you.
- 7.2 If this calculation produces a fraction number, the number of New Units you are issued will be rounded down to the nearest whole number of New Units (refer to clause 10 for information on rounding in the event of a Scale-back).

8. The New Units

- 8.1 New Units will be issued on the Issue Date.
- 8.2 New Units issued under the UPP will rank equally in all respects with existing Units quoted on the ASX, with the same voting rights, distribution rights and other entitlements from issue.
- 8.3 New Units will **not** be eligible for the June 2019 quarterly distribution of 4.6 cents per Unit.
- 8.4 CPF2L will apply for the New Units issued under the UPP to be quoted on ASX.

9. Costs of participation

9.1 No brokerage or other transaction costs will apply to the application for, and issue of, New Units under the UPP.

10. Scale-back

10.1 If the total of the application monies under the UPP is greater than \$5 million, CPF2L may at its discretion scale-back the maximum number of New Units issued to each Eligible Unitholder to the extent and in the manner that it sees fit (**Scale-back**).

² The June 2019 quarter distribution of 4.6 cents per Unit has been deducted from the 5 day volume weighted average price (**VWAP**) of

\$3.198 per Unit to give a distribution-adjusted 5 day VWAP of \$3.152 per Unit.

UPP Terms and Conditions

- 10.2** If a Scale-back occurs, you may receive less than the parcel of New Units for which you have applied.
- 10.3** If a Scale-back produces a fractional number of Units when applied to your issue of New Units, the number of New Units you will be allocated will be rounded down to the nearest whole number of New Units.
- 10.4** If there is a Scale-back, your application monies may be greater than the value of the New Units you will be issued. In such event, the excess application monies will be refunded to you without interest by direct credit (to your nominated account as recorded on the Register) or cheque as soon as practicable.

11. Risks

- 11.1** There is a risk that the market price of Units may change between the date of the Offer, the date you apply for New Units and the issue of New Units to you. Accordingly, the value of the New Units that you apply for is likely to rise or fall. Importantly, there is a risk that during the period between when you apply for New Units and when the New Units are issued to you, you may be able to buy Units on the ASX at a lower price than the UPP Issue Price. After the issue of the New Units to you, the value of these New Units will fluctuate over time and there is no guarantee that their value will not fall below the UPP Issue Price.
- 11.2** Subscription for New Units under the UPP is a speculative investment. This document is not a product disclosure statement and has not been lodged with ASIC. This document does not contain the types of disclosure required to be contained in a product disclosure statement. You must rely on previous disclosures made by CIP to the ASX and consult your professional financial and tax advisers before making a decision to participate in the UPP.

12. Effect of applying for New Units

- 12.1** If you submit a BPAY payment or complete and return an Application Form:
- (a) you acknowledge that you have read, understood and irrevocably and unconditionally agree to these Terms and Conditions and the Application Form in full and you agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the UPP;
 - (b) you acknowledge that you are an Eligible Unitholder and that you are lawfully permitted to accept the Offer and participate in the UPP;
 - (c) you acknowledge that you do not reside outside Australia or New Zealand, or within the United States and you are not acting for the account or benefit of a person in the United States;
 - (d) if you have a registered address in New Zealand, you warrant that you continued to hold Units from the Record Date to the Opening Date;
 - (e) you certify that the total of the application price for the following does not exceed \$15,000:
 - (i) the New Units the subject of your application;
 - (ii) any other New Units or any Units that you acquired under any arrangement similar to the UPP in the 12 months before the date of your application;
 - (iii) any other New Units which you have instructed a custodian to acquire on your behalf under the UPP; and
 - (iv) any other Units issued to a custodian under an arrangement similar to the UPP in the 12 months before the date of your application under the UPP as a result of an instruction given by you to the custodian or another custodian and which resulted

- in you holding beneficial interests in such Units, even though you may have received more than one Offer or received Offers in more than one capacity;
- (f) if you are a Custodian and are applying on behalf of a Custodian Beneficiary on whose behalf you hold Units, you acknowledge and agree that:
 - (i) you are a Custodian as that term is defined in ASIC Class Order CO 09/425;
 - (ii) you held Units on behalf of the Custodian Beneficiary as at the Record Date who has instructed you to apply for New Units on their behalf under the UPP and that the Custodian Beneficiary has been given a copy of this document;
 - (iii) you are not applying for New Units on behalf of any Custodian Beneficiary with an aggregate application amount or more the \$15,000 under the UPP;
 - (iv) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading;
- (g) you acknowledge your application is irrevocable and unconditional;
- (h) you declare that all details and statements in your Application Form are true and complete and not misleading;
- (i) you authorise CPF2L to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor detail;
- (j) you acknowledge that CPF2L may at any time determine that your Application Form is valid, in accordance with this Booklet, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (k) you acknowledge that no interest will be paid on any application monies held pending the issuance of the New Units or subsequently returned to you for any reason;
- (l) you accept that CPF2L at its absolute discretion can make reductions in issuance of New Units under a Scale-back;
- (m) you acknowledge that CPF2L is not liable for any exercise of its discretions referred to in this Booklet;
- (n) you accept the risk associated with any refund that may be dispatched to you to by cheque to your address or by direct credit to your nominated bank account as shown on the Register;
- (o) you are responsible for any dishonour fees or other costs CPF2L may incur in presenting a cheque for payment which is dishonoured;
- (p) you acknowledge that the New Units have not, and will not be, registered under the US Securities Act or the securities law of any state or other jurisdiction of the United States and accordingly, the New Units may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and any other applicable securities laws;
- (q) you agree not to send any materials relating to the UPP to any person in the United States or that is or is acting for the account or benefit of a US Person;
- (r) if you are acting as a trustee, nominee or Custodian,

UPP Terms and Conditions

each beneficial Unitholder on whose behalf you are participating is resident in Australia or New Zealand and you have not sent this Booklet or any materials relating to the UPP outside Australia and New Zealand;

- (s) you agree to be bound by the constitution of CIP;
- (t) you acknowledge that neither CPF2L nor the Registry has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy New Units, and that this Booklet has been prepared without taking into account the objectives, financial situation or needs of individuals; and
- (u) you are aware, and accept the risk, that the market price of Units may change including (without limitation) between the date of the Offer, the date you apply for New Units and the issue of New Units to you (and accordingly the value of New Units applied for is likely to rise or fall) and you accept the risk that during the period between when you apply for New Units and when the New Units are issued to you, you may be able to buy Units on the ASX at a lower price than the UPP Issue Price.

13. Timetable

13.1 Subject to clause 13.2:

- (a) (**Record Date**) the Offer is made to all persons registered as holders of Units at 7.00pm (AEST) on 26 June 2019 whose address in the Register was in Australia or New Zealand;
- (b) (**Opening Date**) the Offer opens at 9:00am (AEST) on 9 July 2019;
- (c) (**Closing Date**) the Offer closes at 5.00pm (AEST) on 30 July 2019;
- (d) (**Issue Date**) CPF2L proposes to issue the New Units on Tuesday, 6 August 2019;
- (e) (**Trading Date**) CPF2L expects trading on ASX of the New Units issued under the UPP to commence on Wednesday, 7 August 2019; and
- (f) (**Despatch Date**) the date on which transaction confirmations are sent to Unitholders and, if applicable, a direct credit deposit to your nominated account is made, or refund cheque is despatched, as a result of any Scale-back being applied to your application, is expected to be 8 August 2019.

13.2 CPF2L may vary any of the above dates in clause 13.1 at its absolute discretion (even if the Offer has been opened, or BPAY payments or Application Forms have been received) by lodging a revised timetable with ASX.

14. No underwriting

14.1 The UPP is not underwritten.

15. Class order compliance

A registered holder of Units will be ineligible to participate in the UPP if their participation would be in breach of ASIC Class Order 09/425.

16. Dispute resolution, waiver, withdrawal, suspension, and termination

16.1 CPF2L may settle, in any manner it deems appropriate, any difficulties, anomalies, or disputes which may arise in connection with the operation of the UPP and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.

16.2 CPF2L reserves its right to waive strict compliance with any provisions of this Booklet and to amend or vary these Terms and Conditions set out in this Booklet and to suspend or terminate the UPP at any time. Any such amendment, variation, suspension or termination will be binding on all

Eligible Unitholders even where CPF2L does not notify you of that event.

16.3 In the event that the UPP is withdrawn or terminated, all application monies will be refunded. No interest will be paid on any money refunded to you.

17. Privacy

17.1 CPF2L and the Registry are bound by the *Privacy Act 1988* (Cth) in relation to the collection, use and disclosure of any personal information about you. Chapter 2C of the Corporations Act requires information about you as a Unitholder (including your name, address and details of the Units you hold) to be included in the public register of CIP. This information must continue to be included in the public register if you cease to be a Unitholder.

17.2 CPF2L and the Registry may collect personal information to process your application, implement the UPP and administer your Unitholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Unitholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

17.3 Your personal information may be disclosed to joint investors, the Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of CPF2L and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.

17.4 The Registry's privacy policy is available on its website: <http://boardroomlimited.com.au/privacy-policy/>. CPF2L's privacy policy is available on its website: <http://centuria.com.au/contact-us/privacy-policy/>. Each privacy policy contains information about how you may seek access to, and correction of, your personal information and also contains information about how you can complain about a breach of the Privacy Act and how such a complaint will be dealt with.

18. Governing Law

This Booklet and the Offer are governed by the laws in force in New South Wales. Any dispute arising out of or in connection with the Terms and Conditions, or the Offer, will be determined by the courts of New South Wales. By accepting this Offer, you agree to submit to the exclusive jurisdiction of the courts in New South Wales.

19. Glossary

The following definitions apply throughout this Booklet unless the context requires otherwise. A reference to a clause is a reference to a clause in these Terms and Conditions.

AEST Australian Eastern Standard Time.

Application Form your personalised application form enclosed with this Booklet.

ASIC Australian Securities and Investments Commission.

ASX ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

CIP Centuria Industrial REIT (ARSN 099 680 252).

Closing Date 5.00pm (AEST), Tuesday, 30 July 2019 (or such other date as CPF2L determines, in its absolute discretion).

UPP Terms and Conditions

Corporations Act *Corporations Act 2001* (Cth).

CPF2L Centuria Property Funds No. 2 Limited (ACN 133 363 185) as responsible entity of CIP.

Custodian a custodian as defined in paragraph 14 of ASIC Class Order 09/425.

Custodian Beneficiaries has the meaning given in clause 1.2.

Custodian Certificate has the meaning given in clause 4.

Director a director of CPF2L.

Downstream Custodian has the meaning given in clause 4.1.

Eligible Unitholder has the meaning given in clause 1.1.

Issue Date Tuesday, 6 August 2019 (or such other date as CPF2L determines, in its absolute discretion).

New Units the Units to be issued under the UPP.

Opening Date 9.00am (AEST), Tuesday 9 July 2019

Participating Beneficiaries has the meaning given in clause 4.1.

Placement the placement of fully paid ordinary Units by CIP to institutional and professional investors, raising \$70 million, announced on 27 June 2019.

Record Date 7.00pm (AEST) on Wednesday, 26 June 2019.

Register the register of Unitholders.

Registry Boardroom Pty Limited ACN 003 209 836.

Scale-back has the meaning given in clause 10.1.

Terms and Conditions or UPP Terms and Conditions the terms and conditions of the UPP set out in this Booklet.

Trading Date Wednesday, 7 August 2019 (or such other date as CPF2L determines, in its absolute discretion).

Unit a fully paid ordinary unit in CIP.

Unitholder a registered holder of Units.

Unitholding a holding in Units.

UPP the unit purchase plan offer made to Eligible Unitholders under this Booklet.

Offer the offer in clause 2.1.

UPP Issue Price \$3.05 per New Unit.

US Person has the meaning given in clause 1.3.