For Translation Purposes Only

For Immediate Release

December 10, 2009

LCP Investment Corporation Nihon-bashi Nishikawa Bldg. 1-5-3 Nihon-bashi, Chuo-ku, Tokyo Masayoshi Takahashi: Executive Officer (Securities Code: 8980)

The LCP REIT Advisors Co., Ltd. Shunji Miyazaki: President and CEO Inquiries: Yuji Kubo Director and CFO TEL: +81-3-3272-7311

### Partial Amendment to the Asset Management Entrustment Agreement

LCP Investment Corporation (the "Investment Corporation") announced today that it concluded an agreement on amendment (the "Agreement on Amendment") to amend the asset management entrustment agreement (the "Original Agreement"; including the subsequent revisions) as stated below on February 1, 2010. The Original Agreement was concluded on September 21, 2005 between the Investment Corporation and The LCP REIT Advisors Co., Ltd. to which the Investment Corporation entrusts its asset management (the "Asset Management Company").

The Agreement on Amendment will come in force on the condition that the merger between TGR Investment Inc. ("TGR") and the Investment Corporation (the "Merger"; as for the details, please refer to the press release "Notice Concerning Conclusion of Merger Agreement between TGR Investment Inc. and LCP Investment Corporation" on November 17, 2009) becomes effective and will be inherited by TGR (the company name is scheduled to be changed to "Invincible Corporation" after the merger), the surviving investment corporation of the merger.

### 1. Details of amendment

The amended parts are as stated below.

(Amended parts have been underlined.)

Agreement before amendment	Agreement after amendment
<u>LCP</u> Investment Corporation (the "Investment	<u>Invincible</u> Investment Corporation (the "Investment
Corporation") and LCP REIT Advisors Co., Ltd.	Corporation") and LCP REIT Advisors Co., Ltd.
(the "Asset Management Company") enter into	(the "Asset Management Company") enter into
this asset management entrustment agreement (the	this asset management entrustment agreement (the
"Agreement") as stated below, concerning asset	"Agreement") as stated below, concerning asset
management of the properties owned by the	management of the properties owned by the
Investment Corporation set forth in Article 10 (the	Investment Corporation set forth in Article 10 (the
"Investment Property"), which the Investment	"Investment Property"), which the Investment
Corporation entrusts to the Asset Management	Corporation entrusts to the Asset Management
Company.	Company.

Article 12 (Obligation of confidentiality)

The state of the s	
Agreement before amendment	Agreement after amendment

#### 1. (Omitted)

- (1) In the case where disclosure is made in response to requests by laws, administrative organizations or legal organizations (including the case where information is disclosed through securities registration statements, annual securities reports, semiannual reports, prospectuses or other documents drafted in accordance with the Securities Exchange Act (Act No. 25 of 1948), in relation to investment securities and investment corporation bonds issued by the Investment Corporation)
- (2) In cases where information needs to be disclosed in accordance with regulations of securities exchanges, securities associations or The Investment Trusts Association, Japan
- (3) (Omitted)
- (4) (Omitted)
- (5) In cases where information is disclosed to investors of the Investment Corporation, holders of investment corporation bonds, asset custody companies, general administration trustees, lenders of loans, those who conduct administrative work relating to offerings for subscription of investment securities and investment corporation bonds of the Investment Corporation, other third parties considered to be rational and necessary to be disclosed of information regarding the Investment Corporation's fundraising (including rating agencies and potential investors, etc.) and third parties considered to be rational and necessary to be disclosed of information for implementation of entrusted business (including the person who are interested in purchasing properties of the Investment Corporation, etc.)
- (6) (Omitted)
- 2. The Asset Management Company, as an entrustee of investment trust to which the Investment Corporation entrusts its asset management, shall agree to allow the Investment Corporation to disclose information regarding the Asset Management Company.

## . (No change)

Article 12 (Obligation of confidentiality)

- (1) In the case where a disclosure is made in response to requests by laws, administrative organizations or legal organizations (including the case where information is disclosed through securities registration statements, annual securities reports, semiannual reports, prospectuses or other documents drafted in accordance with the Financial Instruments and Exchange Act (Act No. 25 of 1948, as amended), in relation to investment securities and investment corporation bonds issued by the Investment Corporation)
- (2) In cases where information needs to be disclosed in accordance with regulations of financial instruments exchanges, securities associations or The Investment Trusts Association, Japan
- (3) (No change)
- (4) (No change)
- (5) In cases where information is disclosed to investors of the Investment Corporation, holders of investment corporation bonds, asset custody companies, general administration trustees, lenders of loans, those who conduct administrative work relating to offerings for subscription of investment units investment corporation bonds Investment Corporation, other third parties considered to be rational and necessary to be disclosed of information regarding the Investment Corporation's fundraising (including rating agencies and potential investors, etc.) and third parties considered to be rational and necessary to be disclosed of information for the implementation of entrusted business (including the person who are interested in purchasing properties of the Investment Corporation, etc.)
- (6) (No change)
- 2. The Asset Management Company, as an <u>asset management company</u> to which the Investment Corporation entrusts its asset management, shall agree to allow the Investment Corporation to disclose information regarding the Asset Management Company.



Agreement before amendment

#### Agreement after amendment

# Article 13 (Asset management compensation)

The Investment Corporation, at the time and by the method stated below, shall pay the following asset management compensation to the Asset

<u>Management Company for all asset management</u> conducted.

### (1) Asset Management Compensation 1

Asset Management Compensation 1 shall be the amount obtained by multiplying the asset price of each property by the annual rate up to 0.35% (per diem based on a 365-day year; amounts less than 1 yen shall be rounded down) in response to the period during which the Investment Corporation owns the properties in the calculation period.

The "calculation period" shall mean (i) the period beginning from and including the day immediately following the last day of the fiscal year—end of the Investment Corporation to and including the last day of the third month from the fiscal year—end and (ii) the period from and including the day immediately following the last day of the third month from the fiscal year—end to and including the date of the subsequent fiscal year—end.

Provided, however, that the first calculation period shall be from and including the date of the establishment of the Investment Corporation to and including the last day of the third month before the first fiscal-end. Also, the "asset price" of each property shall mean the valuation price at the time of the acquisition of the properties the Investment Corporation acquired during the calculation period or the price calculated based on price investigations conducted in the same manner as property valuation as of the latest fiscal year-end in respect of other properties.

Asset Management Compensation 1 shall be paid within a month from the last date of the calculation period.

### (2) Asset Management Compensation 2

Asset Management Compensation 2 shall be the amount obtained by multiplying the disposable amount before deduction of Asset Management Compensation 2, as calculated per fiscal period of the Investment Corporation, by the rate up to 3%. (Amounts less than one yen shall be rounded down.) The "disposable amount" shall be the amount of before-tax net profit after covering the amount of loss carried forward (if any), as calculated in accordance with accounting principles generally accepted in Japan.

The compensation for entrustment to be paid to the Asset Management Company shall be composed of Asset Management Compensation.

(Compensation for Entrustment)

Acquisition Compensation and Disposition Compensation. The specific amount and timing of the payment of the compensation are as stated below.

### (1) Asset Management Compensation

Article 13

Asset Management Compensation for a three-month period shall be paid in a lump sum within two months from the fiscal quarter ending in March, June, September or December. The amount to be paid as monthly compensation shall be the higher of either (i) 0.4% of the total asset value of the properties invested in by the Investment Corporation as of the end of the relevant month divided by 12 (amounts less than 1 yen shall be rounded down) or (ii) 25 million yen.

## (2) Acquisition Compensation

In cases where the Investment Corporation acquires properties for investment, trust beneficiary rights or other corroborative properties, the amount to be paid shall be a maximum of 0.5% of the acquisition revenues (excluding the consumption tax incurred with related property) within three months from the last date of the month in which the property is acquired.

## (3) Disposition Compensation

In cases where the Investment Corporation sells properties for investment, trust beneficiary rights or other corroborative properties, the amount to be paid shall be a maximum of 0.5% of the disposition revenues (excluding the consumption tax incurred with related property) within three months from the last date of the month in which the property is sold.

### (4)Payment method, etc.

Payment of the compensations stated in the above columns shall be made by way of a bank transfer to the bank designated by the Asset Management Company. (The transfer fees shall be paid by the Investment Corporation.) The consumption tax incurred in respect of the compensation shall also be paid by the Investment Corporation at the time of the compensations.

Asset Management Compensation 2 shall be paid within one month after the approval of the financial statement for the fiscal period.

## (3) Asset Management Compensation 3

- In cases where the Investment Corporation (i) has acquired property from a sponsor-related party (meaning (a) the stakeholders, etc. defined in the Investment Trust Law, (b) all shareholders of the entrustees to which the Investment Corporation entrusts its asset management or (c) special purpose companies to which parties falling under the category of (b) above entrusts its asset management, or invests in or makes a investment in anonymous association in; hereinafter, the same shall apply), the amount of the Asset Management Compensation 3 shall be a maximum of 0.7% of the acquisition revenue (excluding consumption tax, regional consumption tax and acquisition expense; hereinafter, the same shall apply). In the case where the Investment Corporation acquires property from parties other than sponsor-related parties, the Asset Management Compensation 3 shall be a maximum of 1.0% of the acquisition revenue.
- (ii) In cases where the Investment Corporation sells its property to a sponsor-related party, the amount of Asset Management Compensation 3 shall be a maximum of 0.4% of the disposition revenue (excluding consumption tax, regional consumption tax and disposition expense; hereinafter, the same shall apply). In cases where the Investment Corporation sells its property to other parties, other than sponsor-related parties, the amount of Asset Management Compensation 3 shall be a maximum of 0.7% of the disposition revenue.

Asset Management Compensation 3 shall be paid by the last date of the month after the month the date on which the Investment Corporation acquires or sells the property falls.

2. With respect to the payment of the asset management compensation, the amount equivalent to the consumption tax and regional consumption tax incurred with such compensation shall be separately owed by the Investment Corporation, and the Investment Corporation shall pay the sum of the asset management compensation, and all consumption tax and regional consumption tax incurred thereon, either by way of a bank transfer to the account designated by the Asset Management Company (the transfer commission and the consumption tax and regional consumption tax incurred from the transfer shall be owed by the Investment Corporation) or by a inter-account transfer.

(Deleted)



Agreement before amendment	Agreement after amendment
Article 19 (Agreement cancellation)	Article 19 (Agreement cancellation)
1. (Omitted)	1. (No change)
2. (Omitted)	2. (No change)
3. (Omitted)	3. (No change)
(1) In cases where the company is no longer $\underline{an}$	(1) In cases where the company is no longer $\underline{a}$
entrustee of investment trust	financial instruments dealer
(2) (Omitted)	(2) (No change)
(3) (Omitted)	(3) (No change)
4. (Omitted)	4. (No change)
5. (Omitted)	5. (No change)
6. (Omitted)	6. (No change)
Article 20 (Obligation of Notice)	Article 20 (Obligation of Notice)
1. (Omitted)	1. (No change)
2. (Omitted)	2. (No change)
3. If the Asset Management Company learns, with	3. if the Asset Management Company learns, with
respect to the execution of obligations or rights	respect to the execution of obligations or rights
under the Agreement, that it is required to	under the Agreement, that it is required to
disclose through securities registration statements	disclose, through securities registration statements
annual securities reports, semiannual reports, prospectuses, other items required to be	annual securities reports, semiannual reports, prospectuses, other items required to be
documented under the <u>Securities</u> Exchange Act	documented under the Financial Instruments and
relating to investment securities and investment	Exchange Act relating to investment units and
corporation bonds issued by the Investment	investment corporation bonds issued by the
Corporation, or other items required to be	Investment Corporation, or other items required
disclosed by laws, regulations, notifications,	to be disclosed by laws, regulations, notifications,
administrative guidelines, regulations of the	administrative guidelines, regulations of the
Tokyo Stock Exchange or other regulations of	Tokyo Stock Exchange or other regulations of
related industry or associations, the Asset	related industry or associations, the Asset
Management Company shall notify thereof to the Investment Corporation without delay and shall	Management Company shall notify thereof to the Investment Corporation without delay and shall
create and submit all documents necessary and	create and submit all documents necessary and
sufficient for the timely disclosure.	sufficient for the timely disclosure.
Also, the Asset Management Company shall	Also, the Asset Management Company shall
establish the internal systems appropriate to make	establish the internal systems appropriate to make
the above disclosure.	the above disclosure.



Agreement before amendment	Agreement after amendment
Article 21 (Method of disclosure)	Article 21 (Method of disclosure)
1. (Omitted)	1. (No change)
The Investment Corporation:	The Investment Corporation:
〒103-0027	〒103-0027
Nihon-bashi Nishikawa Bldg.,	Nihon-bashi Nishikawa Bldg.,
1-5-3 Nihon-bashi, Chuo-ku, Tokyo	1-5-3 Nihon-bashi, Chuo-ku, Tokyo
LCP Investment Corporation	Invincible Investment Corporation
Executive officer <u>Hisashi Tanabe</u>	Executive officer Naoki Shibatsuji
The Asset Management Company:	The Asset Management Company:
〒103-0027	〒103-0027
Nihon-bashi Nishikawa Bldg.,	Nihon-bashi Nishikawa Bldg.,
1-5-3 Nihon-bashi, Chuo-ku, Tokyo	1-5-3 Nihon-bashi, Chuo-ku, Tokyo
LCP REIT Advisors Co., Ltd.	LCP REIT Advisors Co., Ltd.
President and CEO <u>Hisashi Tanabe</u>	President and CEO Naoki Shibatsuji
2. (Omitted)	2. (No change)
3. (Omitted)	3. (No change)
IN WITNESS WHEREOF, the Investment	IN WITNESS WHEREOF, the Investment
Corporation and the Asset Management Company	Corporation and the Asset Management Company
hereto have executed this Agreement in duplicate by	hereto have executed this Agreement in duplicate by
placing their signatures and seals hereon, and each	placing their signatures and seals hereon, and each
party shall keep one original.	party shall keep one original.
September 21, 2005	September 21, 2005
	(Original conclusion date of the Agreement)
Entruster (the Investment Corporation)	Entruster (the Investment Corporation)
Nihon-bashi Nishikawa Bldg.,	Nihon-bashi Nishikawa Bldg.,
1-5-3 Nihon-bashi, Chuo-ku, Tokyo	1-5-3 Nihon-bashi, Chuo-ku, Tokyo
LCP Investment Corporation	Invincible Investment Corporation
Executive officer <u>Hisashi Tanabe</u>	Executive officer Naoki Shibatsuji
Entrustee (the Asset Management Company)	Entrustee (the Asset Management Company)
Nihon-bashi Nishikawa Bldg.,	Nihon-bashi Nishikawa Bldg.,
1-5-3 Nihon-bashi, Chuo-ku, Tokyo	1-5-3 Nihon-bashi, Chuo-ku, Tokyo
LCP REIT Advisors Co., Ltd.	LCP REIT Advisors Co., Ltd.
President and CEO <u>Hisashi Tanabe</u>	President and CEO Naoki Shibatsuji

(Note) Although the company name of the Asset Management Company is scheduled to be changed on the condition that the approval is granted at the board of directors meeting of the Asset Management Company (the scheduled date of the board of directors meeting has not been fixed) and the Merger comes in force, the company name after the change has not been determined as of today.

## 2. Rationale for the amendment

Since the Asset Management Company of the Investment Corporation continues to serve as the asset management company of the investment corporation after the merger as disclosed in "Notice Concerning Conclusion of Merger Agreement between TGR Investment Inc. and LCP Investment Corporation" on November 17, 2009, the asset management entrustment agreement (the Original Agreement) concluded between the Asset Management Company and the Investment Corporation will be amended on February 1, 2010, the effective date of the Merger, on the condition that the Merger comes in force.



#### 3. Schedule of the amendment

December 10, 2009 Resolution at the board of directors meeting of the Asset Management Company

Resolution at the board of directors meeting of the Investment Corporation

Conclusion of the Agreement on Amendment

February 1, 2010 Amendment of the asset management entrustment agreement (the Original

Agreement) on the condition that the Merger between TGR and the Investment

Corporation comes in force

### 4. Future forecast

The impact on the financial forecast for the fiscal period ending February, 2010 (from September 1, 2009 to February 28, 2010) caused by the above matter has not been clarified yet because of the Merger of the Investment Corporation disclosed in "Notice Concerning Conclusion of Merger Agreement between TGR Investment Inc. and LCP Investment Corporation". The financial forecast will be disclosed as soon as it is fixed.

- \* This document is being distributed today to the Kabuto Club (the press club of the TSE) as well as to the press club for the Ministry of Land, Infrastructure and Transport and to the press club for specialty construction newspapers at the Ministry of Land, Infrastructure and Transport.
- \* Website of the Investment Corporation: <a href="http://www.lcp-reit.co.jp">http://www.lcp-reit.co.jp</a>
- \* This English language notice is a translation of the Japanese language notice issued on the same day and was prepared solely for the convenience of and reference by, overseas investors. LCP Investment Corporation makes no warranties as to its accuracy or completeness.