



## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an **EXTRAORDINARY GENERAL MEETING** of Frasers Hospitality Trust ("**FHT**"), comprising Frasers Hospitality Real Estate Investment Trust ("**FH-REIT**") and Frasers Hospitality Business Trust ("**FH-BT**") will be held on 24 June 2015 at 2.00 p.m. at Level 2, Alexandra Point, 438 Alexandra Road, Singapore 119958, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

### ORDINARY RESOLUTION 1

#### (1) THE PROPOSED ACQUISITION OF A 75-YEAR LEASEHOLD INTEREST IN SOFITEL SYDNEY WENTWORTH AS A RELATED PARTY TRANSACTION

That subject to and contingent upon the passing of Resolutions 2 and 3:

- (i) approval be and is hereby given for the acquisition of a 75-year leasehold interest in Sofitel Sydney Wentworth (as described in the circular dated 9 June 2015 (the "**Circular**") issued by Frasers Hospitality Asset Management Pte. Ltd., as manager of FH-REIT (the "**REIT Manager**") and Frasers Hospitality Trust Management Pte. Ltd., as trustee-manager of FH-BT, to stapled securityholders of FHT (the "**Stapled Securityholders**") from Frasers Sydney Wentworth Trust (the "**Vendor**"), an indirect wholly-owned trust of Frasers Centrepoint Limited ("**FCL**"), for an aggregate purchase consideration (inclusive of the furniture, furnishings and equipment ("**FF&E**")<sup>1</sup>) of A\$224.0 million (the "**Acquisition**") on the terms and subject to the conditions set out in the conditional lease agreement entered into between the Vendor and FHT Sydney Trust 3, an Australian sub-trust wholly-owned by FH-REIT, in respect of the sale and purchase of the 75-year leasehold interest in Sofitel Sydney Wentworth (the "**75-year Lease Agreement**");
- (ii) approval be and is hereby given for FHT Australia Management Pty Ltd (the "**MIT Manager**"), an indirect wholly-owned subsidiary of FCL to provide certain services to FHT Sydney Trust 3, including the management of FHT Sydney Trust 3 for and on behalf of The Trust Company (PTAL) Limited (in its capacity as trustee of FHT Sydney Trust 3) (the "**MIT Sub-trustee**") on the terms set out in the investment management agreement entered into between the MIT Sub-trustee and the MIT Manager (the "**Investment Management Agreement**");

DBS Bank Ltd. is the Sole Global Coordinator and Issue Manager for the initial public offer of stapled securities in FHT (the "**Offering**"). DBS Bank Ltd., Morgan Stanley Asia (Singapore) Pte., Standard Chartered Securities (Singapore) Pte. Limited and United Overseas Bank Limited are the joint bookrunners and underwriters for the Offering.

<sup>1</sup> As the 75-year leasehold interest in the Hotel is granted to FHT Sydney Trust 3 under a lease agreement (being the 75-year Lease Agreement), the sale of the FF&E is provided for under a separate agreement (being the FF&E Agreement).

- (iii) approval be and is hereby given for the acquisition by FHT Sydney Trust 3 of the FF&E relating to Sofitel Sydney Wentworth on the terms and subject to the conditions set out in the sale and purchase agreement entered into between the Vendor and FHT Sydney Trust 3 (the **"FF&E Agreement"**); and
- (iv) the Managers, any director of the Managers (**"Director"**) and The Trust Company (Asia) Limited (as trustee of FH-REIT) (the **"REIT 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 Managers, such Director or, as the case may be, the REIT Trustee may consider expedient or necessary or in the interests of FHT to give effect to the Acquisition, the 75-year Lease Agreement, the establishment of FHT Sydney Trust 3, the Investment Management Agreement and the FF&E Agreement and all transactions in connection therewith.

## ORDINARY RESOLUTION 2

### (2) THE PROPOSED MASTER LEASE OF SOFITEL SYDNEY WENTWORTH AS A RELATED PARTY TRANSACTION

That subject to and contingent upon the passing of Resolutions 1 and 3:

- (i) approval be and is hereby given for the entry into of the master lease agreement (as described in the Circular) between FHT Sydney Trust 3 and Ananke Holdings Pty Ltd, an indirect wholly-owned subsidiary of FCL pursuant to which Ananke Holdings Pty Ltd will take a lease of the whole of Sofitel Sydney Wentworth (excluding Lot 1<sup>2</sup>) (the **"Master Lease Agreement"**);
- (ii) approval be and is hereby given for FHT Sydney Trust 3 to receive a guarantee (as described in the Circular) on the terms set out in the corporate guarantee (the **"Corporate Guarantee"**) entered into between FCL and FHT Sydney Trust 3; and
- (iii) the REIT Manager, any Director of the REIT Manager and the REIT 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 REIT Manager, such Director or, as the case may be, the REIT Trustee may consider expedient or necessary or in the interests of FH-REIT to give effect to the Master Lease Agreement, the Corporate Guarantee and all transactions in connection therewith.

## ORDINARY RESOLUTION 3

### (3) THE PROPOSED ISSUE OF UP TO 150.0 MILLION NEW STAPLED SECURITIES UNDER THE PRIVATE PLACEMENT

That subject to and contingent upon the passing of Resolutions 1 and 2:

- (i) approval be and is hereby given for the issue of up to 150.0 million new Stapled Securities in FHT (**"New Stapled Securities"**) under a private placement (the **"Private Placement"**) in the manner described in the Circular; and
- (ii) the Managers, any Director and the REIT 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 Managers, such Director or, as the case may be, the REIT Trustee may consider expedient or necessary or in the interests of FHT to give effect to the Private Placement.

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<sup>2</sup> "Lot 1" refers to the separate stratum lot in which the basement carpark and the retail arcade over two levels are comprised, which is not part of the Acquisition

#### **ORDINARY RESOLUTION 4**

**(4) THE PROPOSED ISSUE AND PLACEMENT OF NEW STAPLED SECURITIES TO TCC UNDER THE PRIVATE PLACEMENT AND THE UPSIZED PLACEMENT AS AN INTERESTED PERSON TRANSACTION**

That subject to and contingent upon the passing of Resolutions 1, 2 and 3:

- (i) approval be and is hereby given for the issue and placement of such number of New Stapled Securities to TCC, as part of the Private Placement, in the manner described in the Circular (the “**TCC Placement**”); and
- (ii) the Managers, any Director and the REIT 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 Managers, such Director or, as the case may be, the REIT Trustee may consider expedient or necessary or in the interests of FHT to give effect to the TCC Placement.

#### **BY ORDER OF THE BOARD**

**Frasers Hospitality Asset Management Pte. Ltd.**

(as manager of Frasers Hospitality Real Estate Investment Trust)

(Company Registration No. 201331351D)

**Frasers Hospitality Trust Management Pte. Ltd.**

(as trustee-manager of Frasers Hospitality Business Trust)

(Company Registration No. 201401270M)

Law Song Keng

Chairman and Independent Director

9 June 2015

**Important Notice:**

- (1) A holder of the Stapled Securities in FHT (“**Stapled Securityholder**”) 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 Stapled Securityholder.
- (2) Where a Stapled Securityholder appoints more than one proxy, he/she must specify the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy. Where a Stapled Securityholder appoints two proxies and does not specify the proportion of his/her stapled securityholding to be represented by each proxy, then the Stapled Securities held by the Stapled Securityholder are deemed to be equally divided between the proxies.
- (3) The instrument appointing a proxy or proxies (as the case may be) must be deposited at the Managers’ registered office at 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958, not less than 48 hours before the time appointed for the Extraordinary General Meeting.
- (4) The Chairman of the Extraordinary General Meeting will be exercising his right under paragraph 10 of Schedule 1 to the trust deed constituting FH-REIT (as amended) and paragraph 3.5.1 of Schedule 1 to the trust deed constituting FH-BT to demand a poll in respect of each of the resolutions to be put to the vote of Stapled Securityholders at the Extraordinary General Meeting and at any adjournment thereof. Accordingly, each resolution at the Extraordinary General Meeting will be voted on by way of a poll.
- (5) By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a Stapled Securityholder (i) consents to the collection, use and disclosure of the Stapled Securityholder’s personal data by the Managers and the REIT Trustee (or their agents) for the purpose of the processing and administration by the Managers and the REIT Trustee (or their agents) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the Managers and the REIT Trustee (or their agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Stapled Securityholder discloses the personal data of the Stapled Securityholder’s proxy(ies) and/or representative(s) to the Managers and the REIT Trustee (or their agents), the Stapled Securityholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Managers and the REIT Trustee (or their agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Stapled Securityholder will indemnify the Managers and the Trustee (or their agents) in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Stapled Securityholder’s breach of warranty.