



A stapled group comprising:

**OUE HOSPITALITY REAL ESTATE INVESTMENT TRUST**

(a real estate investment trust constituted on 10 July 2013 under the laws of the Republic of Singapore)

**OUE HOSPITALITY BUSINESS TRUST**

(a business trust constituted on 10 July 2013 under the laws of the Republic of Singapore)

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an **EXTRAORDINARY GENERAL MEETING** of OUE Hospitality Real Estate Investment Trust ("**OUE H-REIT**") and OUE Hospitality Business Trust ("**OUE H-BT**") will be held on 13 January 2015 at 2.30 p.m. at Mandarin Orchard Singapore, Mandarin Ballroom 1, 6<sup>th</sup> Floor, Main Tower, 333 Orchard Road, Singapore 238867, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

**ORDINARY RESOLUTION**

**THE PROPOSED ACQUISITION AND MASTER LEASES OF CROWNE PLAZA CHANGI AIRPORT AND ITS FUTURE EXTENSION**

That:

- (i) approval be and is hereby given for the acquisition of Crowne Plaza Changi Airport which is located at 75 Airport Boulevard, Singapore 819664 ("**CPCA**") and its future extension on a site which is adjacent to CPCA ("**CPEX**", and the proposed acquisition of CPCA and CPEX, collectively, the "**Acquisition**") from OUE Airport Hotel Pte. Ltd. (the "**Vendor**") for a purchase consideration of S\$495.0 million, on the terms and conditions of (i) the sale and purchase agreement dated 28 November 2014 entered into between the Vendor and RBC Investor Trust Services Singapore Limited (in its capacity as trustee of OUE H-REIT) (the "**REIT Trustee**") in respect of CPCA (the "**CPCA SPA**"), (ii) the sale and purchase agreement dated 28 November 2014 entered into between the Vendor and the REIT Trustee in respect of CPEX (the "**CPEX SPA**"), (iii) the put option agreement dated 28 November 2014 entered into between the Vendor and REIT Trustee in respect of CPCA (the "**CPCA Put Option Agreement**") and (iv) the put option agreement dated 28 November 2014 in respect of CPCA and CPEX (the "**Combined Put Option Agreement**"), as described in the circular dated 26 December 2014 ("**Circular**");
- (ii) the entry into the CPCA SPA, the CPEX SPA, the CPCA Put Option Agreement and the Combined Put Option Agreement be and is hereby approved and ratified;
- (iii) approval be and is hereby given for the entry into of the master lease agreement in relation to CPCA (the "**CPCA Master Lease Agreement**") and the supplemental lease agreement to the CPCA Master Lease Agreement (the "**Combined Master Lease Agreement**") (both as described in the Circular) between the REIT Trustee, OUE Hospitality REIT Management Pte. Ltd., as manager of OUE H-REIT (the "**REIT Manager**") and the Vendor, pursuant to which the Vendor will lease the whole of CPCA and/or CPEX, as the case may be (the "**Master Leases**");
- (iv) approval be and is hereby given for the entry into of the deed of income support to be entered into between the Vendor and the REIT Trustee upon the completion of the acquisition of CPEX;
- (v) approval be and is hereby given for the payment of all fees and expenses relating to the Acquisition and the Master Leases; and
- (vi) the REIT Manager, any director of the REIT Manager ("**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 REIT Manager, such Director or, as the case may be, the REIT Trustee may consider expedient or necessary or in the interests of OUE H-REIT to give effect to the Acquisition and the Master Leases and all transactions in connection therewith.

**BY ORDER OF THE BOARD**

OUE Hospitality REIT Management Pte. Ltd.  
(as manager of OUE Hospitality Real Estate Investment Trust)  
(Company Registration No. 201310245G)

OUE Hospitality Trust Management Pte. Ltd.  
(as trustee-manager of OUE Hospitality Business Trust)  
(Company Registration No. 201310246W)

**Ng Ngai**  
Company Secretary  
26 December 2014

**Important Notice:**

- (1) A holder of the Stapled Securities in OUE H-Trust ("**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 lodged at the Stapled Security Registrar's office at Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time appointed for the Extraordinary General Meeting.

**Personal Data Privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM 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 EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (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 REIT Trustee in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Stapled Securityholder's breach of warranty.