CIRCULAR DATED 26 DECEMBER 2014

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.**

If you have sold or transferred all your stapled securities in OUE Hospitality Trust ("**OUE H-Trust**", and the stapled securities in OUE H-Trust, the "**Stapled Securities**"), 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.

The joint global coordinators and issue managers for the initial public offering of OUE H-Trust were Credit Suisse (Singapore) Limited, Goldman Sachs (Singapore) Pte. and Standard Chartered Securities (Singapore) Pte. Limited.

OUE HOSPITALITY TRUST

OUE HOSPITALITY REAL ESTATE INVESTMENT TRUST
(a real estate investment trust constituted on 10 July 2013 under the laws of the Republic of Singapore)

managed by

OUE Hospitality REIT Management Pte. Ltd.

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

managed by

OUE Hospitality Trust Management Pte. Ltd.

CIRCULAR TO STAPLED SECURITYHOLDERS IN RELATION TO:

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

Independent Financial Adviser to the Independent Directors and the Audit and Risk Committee

PricewaterhouseCoopers Corporate Finance Pte Ltd

IMPORTANT DATES AND TIMES FOR STAPLED SECURITYHOLDERS

Last date and time for lodgement of Proxy Forms	:	11 January 2015 at 2.30 p.m.
Date and time of Extraordinary General Meeting	:	13 January 2015 at 2.30 p.m.
Place of Extraordinary General Meeting	:	Mandarin Orchard Singapore Mandarin Ballroom I 6th Floor, Main Tower 333 Orchard Road Singapore 238867

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CORPORATE INFORMATION

Directors of OUE Hospitality REIT Management Pte. Ltd. (the "REIT Manager") and OUE Hospitality Trust Management Pte. Ltd. (the "Trustee-Manager", and together with the REIT Manager, the "Managers")	Mr Christopher James Williams (Chairman and Non-Executive Director) Mr Chong Kee Hiong (Chief Executive Officer and Executive Director) Mr Sanjiv Misra (Independent Director) Mr Liu Chee Ming (Independent Director) Professor Neo Boon Siong (Independent Director) Mr Ong Kian Min (Independent Director)
Registered Office of the Managers	333 Orchard Road #33-00 Singapore 238867
Trustee of OUE Hospitality Real Estate Investment Trust (the "REIT Trustee")	RBC Investor Services Trust Singapore Limited 20 Cecil Street #28-01 Equity Plaza Singapore 049705
Legal Adviser for the Acquisition (as defined herein) and to the Managers	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989
Legal Adviser to the REIT Trustee for the Acquisition	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542
Stapled Security Registrar and Stapled Security Transfer Office	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623
Independent Financial Adviser	PricewaterhouseCoopers Corporate Finance Pte Ltd 8 Cross Street #17-00 PWC Building Singapore 048424
Independent Property Valuers	Chesterton Singapore Pte. Ltd. 3 Philip Street #08-04 Royal Group Building Singapore 048693 Jones Lang LaSalle Property Consultants Pte Ltd 9 Raffles Place #38-01 Republic Plaza Singapore 048619

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 38 to 41 of this Circular.

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

ABOUT OUE HOSPITALITY TRUST

OUE Hospitality Trust ("**OUE H-Trust**") is a stapled group comprising OUE Hospitality Real Estate Investment Trust ("**OUE H-REIT**") and OUE Hospitality Business Trust ("**OUE H-BT**"), listed on the Mainboard of the SGX-ST.

OUE H-REIT was established with the principal investment strategy of investing, directly or indirectly, in a portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, whether wholly or partially, as well as real estate-related assets.

OUE H-REIT's initial asset portfolio comprising the 1,077-room Mandarin Orchard Singapore and the adjoining Mandarin Gallery, has a portfolio value of S$1.76 billion as at 31 December 2013. 26 new guest rooms were added to Mandarin Orchard Singapore after the listing of OUE H-Trust, thereby increasing the number of rooms from 1,051 to 1,077.

OUE H-BT is dormant.

SUMMARY OF APPROVAL SOUGHT

The Managers seek approval from the stapled securityholders of OUE H-Trust ("**Stapled Securityholders**") for:

(i) OUE H-REIT's proposed 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**"), a wholly-owned subsidiary of OUE Limited, which is the sponsor of OUE H-Trust (the "**Sponsor**"); and

(ii) OUE H-REIT's entry into the Master Leases (as defined herein) on completion of the acquisition of CPCA and CPEX and the Deed of Income Support (as defined herein) on completion of the acquisition of CPEX.

In connection with the Acquisition, the REIT Trustee has on 28 November 2014 entered into:

(a) a conditional sale and purchase agreement with the Vendor to acquire CPCA (the "**CPCA SPA**");

(b) a put option agreement with the Vendor in respect of CPCA (the "**CPCA Put Option Agreement**");

(c) a conditional sale and purchase agreement with the Vendor to acquire CPEX (the "**CPEX SPA**"); and

(d) a put option agreement with the Vendor in respect of CPCA and CPEX (the "**Combined Put Option Agreement**").

(See paragraphs 2.4 and 2.5 of the Letter to Stapled Securityholders for further details.)

On completion of the acquisition of CPCA, the REIT Trustee, the REIT Manager and the Vendor shall enter into a master lease agreement (the "**CPCA Master Lease Agreement**") pursuant to which the Vendor will lease the whole of CPCA from the date of completion of the acquisition of CPCA to 27 May 2028 (inclusive of both dates), with an option given to the Vendor to renew for two consecutive terms of five years each (the "**CPCA Master Lease**"). On completion of the acquisition of CPEX, the REIT Trustee, the REIT Manager and the Vendor shall enter into a supplemental lease agreement to vary the CPCA Master Lease Agreement (the "**Combined Master Lease Agreement**"), pursuant to which the Vendor will lease the whole of CPCA and CPEX for the same tenure as the CPCA Master Lease (the "**Combined Master Lease**", and together with the CPCA Master Lease, the "**Master Leases**"). The rental structure under the Master Leases shall comprise a variable rent subject to a minimum rent.

(See paragraphs 2.11 and 2.12 of the Letter to Stapled Securityholders for further details.)

Income Support

CPEX is currently under construction and it is expected to be completed by the end of 2015 but not later than June 2016 after which it would be acquired by OUE H-REIT, assuming that the approval for the Acquisition is obtained at the EGM. As the income from CPEX would not have stabilised at the point of acquisition of CPEX by OUE H-REIT since CPEX would only have just commenced operations and it is expected that the income from CPEX would take around three years to stabilise, the Vendor shall enter into a deed of income support with the REIT Trustee (the "**Deed of Income Support**"), pursuant to which the Vendor will agree to provide an income support arrangement in relation to CPEX (the "**Income Support**") for the period from the date of completion of the acquisition of CPEX (the "**Completion Date**") to (i) the day immediately preceding the third anniversary date of the Completion Date or (ii) the date when the aggregate of all rental top-up payments payable by the Vendor to OUE H-REIT under the Deed of Income Support exceeds S$7.5 million, whichever is earlier.

The Income Support is intended to provide a more stabilised level of income for CPCA and CPEX for a period of three years upon the completion of acquisition of CPEX by OUE H-REIT.

(See paragraph 2.13 of the Letter to Stapled Securityholders for further details.)

THE PROPOSED ACQUISITION AND MASTER LEASES OF CPCA AND CPEX

CPEX is a rooms-only extension to be integrated operationally with CPCA upon the completion of CPEX, therefore the Vendor is selling, and OUE H-REIT is acquiring, CPCA and CPEX together as a package, with the purchase consideration for CPCA and CPEX being agreed upfront. The completion of the acquisition of CPEX will take place after the construction of CPEX is completed and CPEX has obtained its temporary occupation permit ("**TOP**").

Description of CPCA and CPEX

CPCA, which is located at 75 Airport Boulevard, Singapore 819664, is a nine-storey business hotel managed by InterContinental Hotels Group ("**IHG**"). The hotel building, which is designed by the award-winning architectural firm WOHA, contains 320 rooms, including 27 suites, and has a total gross floor area ("**GFA**") of approximately 336,894 square feet ("**sq ft**"). Being an airport hotel, CPCA's guest rooms are designed and built to be insulated from noise from the airport runway, aircraft operations and the surrounding highway. It also has four food & beverage ("**F&B**") outlets and eight meeting rooms (including a ballroom). CPCA was officially opened in May 2008. The global brand name hotel is situated within the vicinity of the passenger terminals of Changi Airport, and was voted Best Airport Hotel (Singapore) at the Asia-Pacific Hotel Awards 2013 and one of the World's Best Airport Hotels at the Skytrax World Airport Awards 2013 and 2014.

CPEX is an adjacent rooms-only extension to CPCA and it will be linked to CPCA by a link-way on the second floor of both the CPCA and CPEX buildings. CPEX will add 243 hotel rooms to the existing 320 hotel rooms of CPCA, and the integrated complex will offer a total of 563 hotel rooms upon the expected completion of CPEX by the end of 2015 but not later than June 2016.

CPCA is connected to Changi Airport Terminal 3 on both the arrival and departure levels and easily accessible from Changi Airport Terminals 1 and 2 by the airport skytrain. It is within a short distance to Changi Business Park and Singapore Expo, and is connected to the city by expressway and mass rapid transit ("**MRT**").

(See **Appendix A** of this Circular for further details about CPCA and CPEX.)

Estimated Total Acquisition Cost

The aggregate purchase consideration payable to the Vendor in connection with the Acquisition is S$495.0 million (the "**Purchase Consideration**"), with the purchase consideration for each of CPCA and CPEX being S$290.0 million and S$205.0 million respectively. The Purchase Consideration has been negotiated on a willing-buyer and willing-seller basis, after taking into account the independent valuations of Jones Lang LaSalle Property Consultants Pte Ltd ("**JLL**") and Chesterton Singapore Pte. Ltd. ("**Chesterton**", and together with JLL, the "**Independent Property Valuers**").

The REIT Manager has commissioned JLL, and the REIT Trustee has commissioned Chesterton, to value CPCA and CPEX. The following table sets out the selected information on the valuations by the Independent Property Valuers.

Purchase Consideration for CPCA	S$290.0 million
Valuation of CPCA by JLL (as at 30 September 2014)	S$290.0 million
Valuation of CPCA by Chesterton (as at 30 September 2014)	S$291.5 million
Purchase Consideration for CPCA and CPEX	S$495.0 million
Valuation of CPCA and CPEX by JLL (as at 30 September 2014)	S$491.0 million
Valuation of CPCA and CPEX by Chesterton (as at 30 September 2014)	S$498.0 million

JLL's valuation is based on the income capitalisation and discounted cash flow approaches and Chesterton's valuation is based on the discounted cash flow approach. The Independent Property Valuers have considered the Income Support (as defined herein) and the annual land rent payable to CAG in arriving at their valuations and they are both of the view that the Income Support does not affect their valuations.

(See **Appendix C** of this Circular for further details regarding the valuation of CPCA and CPEX.)

The estimated total cost of the Acquisition (the "**Total Acquisition Cost**") is approximately S$505.0 million to S$507.5 million, comprising:

(i) the Purchase Consideration of S$495.0 million;

(ii) the acquisition fee payable to the REIT Manager for the Acquisition pursuant to the trust deed dated 10 July 2013 constituting OUE H-REIT (the "**OUE H-REIT Trust Deed**") (the "**Acquisition Fee**") of approximately S$3.7 million[1] (being 0.75% of the Purchase Consideration);

(iii) the estimated professional and other fees and expenses incurred or to be incurred by OUE H-REIT in connection with the Acquisition of approximately S$1.3 million; and

(iv) the estimated debt and/or equity financing related costs of approximately S$5.0 million to S$7.5 million.

Method of Financing

The REIT Manager intends to finance all acquisition costs relating to the Acquisition (excluding the Acquisition Fee payable in Stapled Securities to the REIT Manager) through debt and/or equity financing. In addition, the REIT Manager has secured commitment for the funding of the full purchase consideration of CPCA in order to give certainty to the completion of the acquisition of CPCA upon Stapled Securityholders' approval.

(See paragraph 2.3 of the Letter to Stapled Securityholders for further details.)

1 As the Acquisition will constitute an "interested party transaction" under Appendix 6 of the Code on Collective Investment Schemes (the "**Property Funds Appendix**") issued by the Monetary Authority of Singapore (the "**MAS**"), the Acquisition Fee will be in the form of Stapled Securities, which shall not be sold within one year from the date of issuance, in accordance with Paragraph 5.6 of the Property Funds Appendix.

THE RATIONALE FOR THE PROPOSED ACQUISITION AND MASTER LEASES

The REIT Manager believes that the Acquisition and Master Leases will bring the following key benefits to the Stapled Securityholders:

(i) The Acquisition and Master Leases are expected to increase the distribution per Stapled Security (the "DPS") to Stapled Securityholders

The Acquisition and Master Leases are expected to be accretive to the DPS. On a pro forma basis, the Acquisition and Master Leases are expected to increase the net property income ("**NPI**") and distributable income of OUE H-Trust for the financial period ended 31 December 2013 ("**FP2013**"), translating to an increase in the pro forma FP2013 DPS of 8.3% from 2.90 cents to 3.14 cents, assuming the Acquisition is fully debt-funded. OUE H-REIT expects to acquire CPCA at an annualised NPI yield of 4.5%[1] and the combined CPCA and CPEX at an annualised NPI yield of 4.6%[2].

(See paragraph 5.1 of the Letter to Stapled Securityholders for further details.)

(ii) The Acquisition provides an opportunity for OUE H-REIT to acquire a quality asset in a strategic location

The Acquisition provides a rare opportunity for OUE H-REIT to own a global brand name hotel asset which is directly connected to the Changi Airport passenger terminals. Changi Airport is the world's sixth busiest airport for international traffic, and it served a record 53.7 million passengers from around the globe in 2013.[3] CPCA is also close to Changi Business Park and Singapore Expo. Some of the companies located at Changi Business Park include IBM, Invensys, Honeywell, and financial institutions such as DBS Bank, Citibank, Credit Suisse and Standard Chartered Bank.[4]

(iii) Attractive growth potential in revenue per available room ("RevPAR")

CPCA enjoys a high occupancy of above 85.0% and has seen its RevPAR increasing from S$231 in FY2011 to S$235 in FY2013. For the first nine months of 2014 ("**YTD Sep 2014**"), CPCA achieved a RevPAR of S$241.[5] In addition, CPCA will be able to leverage on the expansion plans of Changi Airport, which has announced plans for Project Jewel and commenced the development of Terminal 4. Project Jewel is an upcoming mixed-use complex which is envisaged to be a word-class signature lifestyle destination that will enable Changi Airport to capture tourism mindshare and boost Singapore's appeal as a stopover point for global travellers.[6] The mixed-use complex is expected to offer aviation and travel-related facilities, a wide range of retail offerings and unique leisure attractions. Project Jewel is targeted to open in end 2018 and Terminal 4 is expected to be operational in 2017[7].

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1 Based on pro forma financial period from 25 July 2013 to 31 December 2013.

2 Based on pro forma financial period from 25 July 2013 to 31 December 2013 and the first four quarters' target rent of the combined CPCA and CPEX.

3 Source: http://www.changiairport.com/our-business/about-changi-airport (last accessed on the Latest Practicable Date). The Changi Airport Group has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by the Changi Airport Group is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

4 Source: http://www.jtc.gov.sg/RealEstateSolutions/Business-Park-Land/Pages/Changi-Business-Park.aspx (last accessed on the Latest Practicable Date). JTC has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by JTC is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

5 Based on the management accounts of CPCA.

6 Source: http://www.capitamallsasia.com/en/corporate/media-centre/press-releases/2013/changi-airport-group-and-capitamalls-asia-to--jointly-develop-project-jewel-at-changi-airport (last accessed on the Latest Practicable Date). CapitaMalls Asia Limited has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by CapitaMalls Asia Limited is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

7 Source: http://www.changiairport.com/at-changi/our-terminals/terminal-4 (last accessed on the Latest Practicable Date). The Changi Airport Group has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by the Changi Airport Group is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

(iv) The Master Leases provide income stability with downside protection and upside potential

The Vendor, which is a wholly-owned subsidiary of the Sponsor, will be the master lessee for CPCA and CPEX (when it is operational). The minimum rent under the Master Leases will provide OUE H-Trust with downside protection while the variable rent structure will allow OUE H-Trust to enjoy operational upside when CPCA (and CPEX subsequently) performs well.

(v) The Acquisition will reduce OUE H-Trust's concentration risk and provide further diversification

OUE H-Trust's portfolio currently comprises Mandarin Orchard Singapore and Mandarin Gallery (the "**Existing Portfolio**"), both of which coexist in the same location in the Orchard Road shopping precinct. The acquisition of CPCA and CPEX would reduce OUE H-Trust's concentration risk as post-Acquisition, the combined CPCA and CPEX will constitute 22.0% of OUE H-Trust's portfolio value.[1] The Acquisition and Master Leases will further enhance the income diversification of OUE H-Trust and reduce the reliance of its income stream on any single property. Post-Acquisition, the combined CPCA and CPEX is expected to contribute approximately 18.0% of the NPI of the enlarged portfolio[2]. The Acquisition will also expand OUE H-Trust's coverage of the Singapore hospitality market and enlarge and diversify its hotel clientele.

(vi) The increased portfolio size post-Acquisition creates a stronger platform for further acquisition growth

Post-Acquisition, the size of OUE H-Trust's property portfolio will increase from S$1.76 billion to approximately S$2.25 billion. The REIT Manager believes that the enlarged quality portfolio could attract more investor interest in OUE H-Trust as the increased portfolio size will create a stronger platform for further acquisition growth, primarily due to potentially better access to both equity and debt capital markets.

INTERESTED PERSON TRANSACTION AND INTERESTED PARTY TRANSACTION

As at 17 December 2014, being the latest practicable date prior to the printing of this Circular (the "**Latest Practicable Date**"), the Sponsor, on its own and through the REIT Manager, holds an aggregate interest in 453,274,017 Stapled Securities, which is equivalent to approximately 34.3% of the total number of Stapled Securities in issue, and is therefore regarded as a "controlling Stapled Securityholder" of OUE H-Trust under the Listing Manual of the SGX-ST (the "**Listing Manual**") and the Property Funds Appendix. In addition, as the REIT Manager is a wholly-owned subsidiary of the Sponsor, the Sponsor is therefore regarded as a "controlling shareholder" of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

As the Vendor is a wholly-owned subsidiary of the Sponsor, for the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Vendor (being a subsidiary of a "controlling Stapled Securityholder" and a "controlling shareholder" of the REIT Manager) is (for the purposes of the Listing Manual) an "interested person" and (for the purposes of the Property Funds Appendix) an "interested party" of OUE H-REIT.

(See paragraph 5.2.2 of the Letter to Stapled Securityholders for further details.)

1 Based on the independent valuations of the Existing Portfolio as at 31 December 2013 and the acquisition price of CPCA and CPEX.

2 Based on the expected annualised acquisition yield of 4.6% for the combined CPCA and CPEX for the pro forma financial period from 25 July 2013 to 31 December 2013.

INDICATIVE TIMETABLE

The timetable for the events which are scheduled to take place after the extraordinary general meeting (the "**EGM**") is indicative only and is subject to change at the absolute discretion of the Managers. Any changes (including any determination of the relevant dates) to the timetable below will be announced.

Event		Date and Time
Last date and time for lodgement of Proxy Forms	:	11 January 2015 at 2.30 p.m.
Date and time of the EGM	:	13 January 2015 at 2.30 p.m.
If the approval for the Acquisition is obtained at the EGM:		
Target date for completion of the acquisition of CPCA	:	End February 2015 (or such other date as may be agreed between the REIT Trustee, the REIT Manager and the Vendor)
Target date for the completion of CPEX	:	By the end of 2015 but not later than June 2016

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Directors of the Managers

Mr Christopher James Williams *(Chairman and Non-Executive Director)*
Mr Chong Kee Hiong *(Chief Executive Officer and Executive Director)*
Mr Sanjiv Misra *(Independent Director)*
Mr Liu Chee Ming *(Independent Director)*
Professor Neo Boon Siong *(Independent Director)*
Mr Ong Kian Min *(Independent Director)*

Registered Office

333 Orchard Road
#33-00
Singapore 238867

26 December 2014

To: Stapled Securityholders of OUE H-Trust

Dear Sir/Madam

1. SUMMARY OF APPROVALS SOUGHT

The Managers are convening the EGM to seek Stapled Securityholders' approval for the proposed acquisition and master leases of CPCA and CPEX by way of Ordinary Resolution[1].

2. THE PROPOSED ACQUISITION AND MASTER LEASES OF CPCA AND CPEX

2.1 Description of CPCA and CPEX

CPCA, which is located at 75 Airport Boulevard, Singapore 819664, is a nine-storey business hotel managed by IHG. The hotel building, which is designed by the award-winning architectural firm WOHA, contains 320 rooms, including 27 suites, and has a total GFA of approximately 336,894 sq ft. Being an airport hotel, CPCA's guest rooms are designed and built to be insulated from noise from the airport runway, aircraft operations and the surrounding highway. It also has four F&B outlets and eight meeting rooms (including a ballroom). CPCA was officially opened in May 2008. The global brand name hotel is situated within the vicinity of the passenger terminals of Changi Airport, and was voted Best Airport Hotel (Singapore) at the Asia-Pacific Hotel Awards 2013 and one of the World's Best Airport Hotels at the Skytrax World Airport Awards 2013 and 2014.

CPEX is an adjacent rooms-only extension to CPCA and it will be linked to CPCA by a link-way on the second floor of both the CPCA and CPEX buildings. CPEX will add 243 hotel rooms to the existing 320 hotel rooms of CPCA, and the integrated complex will offer a total of 563 hotel rooms upon the expected completion of CPEX by the end of 2015 but not later than June 2016.

CPCA is connected to Changi Airport Terminal 3 on both the arrival and departure levels and easily accessible from Changi Airport Terminals 1 and 2 by the airport skytrain. It is within a short distance to Changi Business Park and Singapore Expo and is connected to the city by expressway and MRT.

(See **Appendix A** of this Circular for further details about CPCA and CPEX.)

1 "**Ordinary Resolution**" is a resolution proposed and passed as such by a majority of votes being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of a meeting of holders of units in OUE H-REIT, or as the case may be, units in OUE H-BT, duly convened and held.

2.2 Estimated Total Acquisition Cost

The Purchase Consideration payable to the Vendor in connection with the Acquisition is S$495.0 million, with the purchase consideration for each of CPCA and CPEX being S$290.0 million and S$205.0 million respectively. The Purchase Consideration has been negotiated on a willing-buyer and willing-seller basis, after taking into account the independent valuations of the Independent Property Valuers.

The REIT Manager has commissioned JLL, and the REIT Trustee has commissioned Chesterton, to value CPCA and CPEX. The following table sets out the selected information on the valuations by the Independent Property Valuers.

Purchase Consideration for CPCA	S$290.0 million
Valuation of CPCA by JLL (as at 30 September 2014)	S$290.0 million
Valuation of CPCA by Chesterton (as at 30 September 2014)	S$291.5 million
Purchase Consideration for CPCA and CPEX	S$495.0 million
Valuation of CPCA and CPEX by JLL (as at 30 September 2014)	S$491.0 million
Valuation of CPCA and CPEX by Chesterton (as at 30 September 2014)	S$498.0 million

JLL's valuation is based on the income capitalisation and discounted cash flow approaches and Chesterton's valuation is based on the discounted cash flow approach. The Independent Property Valuers have considered the Income Support and the annual land rent payable to CAG in arriving at their valuations and they are both of the view that the Income Support does not affect their valuations.

(See **Appendix C** of this Circular for further details regarding the valuation of CPCA and CPEX.)

The estimated Total Acquisition Cost is approximately S$505.0 million to S$507.5 million, comprising:

(i) the Purchase Consideration of S$495.0 million;

(ii) the Acquisition Fee of approximately S$3.7 million[1] (being 0.75% of the Purchase Consideration);

(iii) the estimated professional and other fees and expenses incurred or to be incurred by OUE H-REIT in connection with the Acquisition of approximately S$1.3 million; and

(iv) the estimated debt and/or equity financing related costs of approximately S$5.0 million to S$7.5 million.

2.3 Method of Financing

The REIT Manager intends to finance all acquisition costs relating to the Acquisition (save for the Acquisition Fee payable in Stapled Securities to the REIT Manager) through debt and/or equity financing. In addition, the REIT Manager has secured commitment for the funding of the full purchase consideration of CPCA in order to give certainty to the completion of the acquisition of CPCA upon Stapled Securityholders' approval.

1 As the Acquisition will constitute an "interested party transaction" under the Property Funds Appendix issued by the MAS, the Acquisition Fee will be in the form of Stapled Securities, which shall not be sold within one year from the date of issuance, in accordance with Paragraph 5.6 of the Property Funds Appendix.

As at the Latest Practicable Date, the REIT Manager has in place the following debt facilities to finance the acquisition of CPCA:

(i) S$295.0 million secured term loan; and

(ii) S$43.0 million undrawn revolving credit facilities.

OUE H-REIT also has in place a US$1.0 billion Euro Medium Term Note programme.

As at the Latest Practicable Date, OUE H-REIT has an aggregate leverage of 32.7% and it was been assigned a Ba1 corporate family rating by Moody's Investors Service on 16 October 2014. Under the Property Funds Appendix, OUE H-REIT's aggregate leverage may exceed 35.0% of its deposited property (up to a maximum of 60.0%) if a credit rating of OUE H-REIT from Fitch, Moody's or Standard and Poor's is obtained and disclosed to the public. Assuming that the acquisition of CPCA is financed 100.0% with borrowings, OUE H-REIT's aggregate leverage will increase from 32.7% to approximately 42.2%, which is within the maximum aggregate leverage limit of 60.0% under the Property Funds Appendix.

The purchase consideration for CPEX will be paid upon completion under the CPEX SPA, which is expected to occur by the end of 2015 but not later than June 2016. As mentioned above, the REIT Manager intends to finance the acquisition of CPEX through debt and/or equity financing.

2.4 Background of the Proposed Acquisition

2.4.1 OUE H-REIT has proposed to acquire CPCA and CPEX from the Vendor in two separate phases as CPEX is currently under construction. The completion of the acquisition of CPEX will take place after CPEX has obtained its TOP. CPEX is a rooms-only extension to be integrated operationally with CPCA upon the completion of CPEX, therefore the Vendor is selling, and OUE H-REIT is acquiring, CPCA and CPEX together as a package, with the purchase consideration for each of CPCA and CPEX being agreed upfront.

2.4.2 At the same time, OUE H-REIT has also entered into (a) the CPCA Put Option Agreement with the Vendor as it is possible that OUE H-REIT may only receive the formal legal title to the registered lease of the strata lot on which CPCA is situated (the "**CPCA Site**") after the completion of the acquisition of CPCA under the CPCA SPA; and (b) the Combined Put Option Agreement with the Vendor as it is possible that OUE H-REIT may only receive the formal legal title to the registered lease for the combined strata lot comprising CPCA and CPEX (the "**Combined CPCA Lease**") after the completion of the acquisition of CPEX under the CPEX SPA.

2.4.3 The reason for OUE H-REIT's phased acquisition of CPCA and CPEX, together with the benefit of the CPCA Put Option Agreement and the Combined Put Option Agreement is because the original leasehold interest in CPCA was issued earlier by the Civil Aviation Authority of Singapore ("**CAAS**") and construction of CPCA has been completed, whereas the documentation for the CPEX leasehold interest have just been signed, with the construction of CPEX commencing thereafter. CAG is presently the lessor of the CPCA Site and the site on which CPEX shall be situated. (Please see paragraph 2.5 of the Letter to Stapled Securityholders for further information on the structure of the proposed Acquisition in two phases.)

2.4.4 A building agreement dated 13 April 2006 (as amended and supplemented by a supplemental agreement dated 31 August 2009) (the "**CPCA Building Agreement**") was entered into between CAAS (as head lessor) and LC Airport Hotel Pte. Ltd. (now known as OUE Airport Hotel Pte. Ltd. or the Vendor). Pursuant to the Civil Aviation Authority of Singapore Act 2009 and the master lease agreement dated 7 October 2009 entered into between CAAS and Changi Airport Group (Singapore) Pte. Ltd. ("**CAG**") (as amended and supplemented), the CPCA Site held by CAAS became vested in CAG on a lease, and the CPCA Building Agreement was vested in CAG. The CPCA Building Agreement was further amended and supplemented by a second supplemental agreement dated 7 April 2011 entered into between CAG and the Vendor (and all references in this Circular to the CPCA Building Agreement shall include the second supplemental agreement).

2.4.5 Under the CPCA Building Agreement, CAG is obliged to grant a lease of the CPCA Site to the Vendor (the "**CPCA Lease**") for a term expiring on 29 August 2083. The CPCA Lease is in the process of being issued pursuant to the CPCA Building Agreement. The Combined CPCA Lease is expected to be granted by CAG within approximately 12 months from the date of TOP for CPEX, after completion of construction of CPEX which is expected to be by the end of 2015 but not later than June 2016.

2.5 Structure of the Proposed Acquisition

2.5.1 Phase 1: Acquisition of CPCA

The REIT Trustee has entered into the CPCA SPA with the Vendor to acquire CPCA.

Concurrent with the entry into of the CPCA SPA, the REIT Trustee has also entered into the CPCA Put Option Agreement with the Vendor. The CPCA Put Option Agreement provides that if OUE H-REIT does not (or does not expect to) receive the CPCA Lease on the expiry of 12 months from the date of completion under the CPCA SPA, OUE H-REIT will convene an EGM where the Stapled Securityholders will decide by way of an ordinary resolution (with the Sponsor and its associates abstaining from voting), whether to extend the put option period by an additional six months. If the Stapled Securityholders vote in favour of the ordinary resolution at the EGM, there will be an extension of six months and if OUE H-REIT does not (or does not expect to) receive the CPCA Lease within the extended six-month period, OUE H-REIT will convene another EGM to seek Stapled Securityholders' approval for the extension of the option period by another six months and the process of seeking Stapled Securityholders' approval shall continue until the Stapled Securityholders decide not to grant any extension. If OUE H-REIT does not receive the CPCA Lease and the Stapled Securityholders do not vote in favour of any extension, then OUE H-REIT have the irrevocable right to require the Vendor to acquire CPCA (through the assignment of the CPCA Building Agreement back to the Vendor) (the "**CPCA Put Option**"), at the higher of:

(i) the valuation of CPCA as at the date of service of the notice of exercise of the CPCA Put Option; and

(ii) the purchase consideration of CPCA under the CPCA SPA,

together with the reimbursement by the Vendor of the transaction costs reasonably incurred by OUE H-REIT. In the event that the CPCA Put Option is exercised, OUE H-REIT will not proceed with the completion of the acquisition of CPEX, and the CPEX SPA and the Combined Put Option Agreement will have no further effect.

The CPCA Put Option Agreement will have no further effect once OUE H-REIT receives the CPCA Lease.

2.5.2 Phase 2: Acquisition of CPEX

The REIT Trustee has also entered into the CPEX SPA with the Vendor to acquire CPEX. Under the CPEX SPA, the REIT Trustee will complete the purchase of CPEX after the issue of the TOP in respect of CPEX. The acquisition of CPEX shall involve the payment of the purchase consideration for CPEX in consideration for the assignment of the building agreement in respect of CPEX (the "**CPEX Building Agreement**") to OUE H-REIT.

Concurrent with the entry into of the CPEX SPA, the REIT Trustee has also entered into the Combined Put Option Agreement. The Combined Put Option Agreement provides that if OUE H-REIT does not (or does not expect to) receive the Combined CPCA Lease on the expiry of 12 months from the date of completion pursuant to the CPEX SPA, OUE H-REIT will convene an EGM where the Stapled Securityholders will decide by way of an ordinary resolution (with the Sponsor and its associates abstaining from voting), whether to extend the put option period by an additional six months. If the Stapled Securityholders vote in favour of the ordinary resolution at the EGM, there will be an extension of six months and if OUE H-REIT does not (or does not expect to) receive the Combined CPCA Lease within the extended six-month period, OUE H-REIT will convene another EGM to seek Stapled

Securityholders' approval for the extension of the put option period by another six months and the process of seeking Stapled Securityholders' approval shall continue until the Stapled Securityholders decide not to grant any further extension, then OUE H-REIT has the irrevocable right to require the Vendor to acquire CPCA and CPEX (the "**Combined Put Option**"), at the higher of:

(i) the valuation of the entire property (comprising both CPCA and CPEX) as at the date of service of the notice of exercise of the Combined Put Option; or

(ii) the aggregate of the purchase consideration of CPCA under the CPCA SPA and CPEX under the CPEX SPA,

together with the reimbursement by the Vendor of the transaction costs reasonably incurred by OUE H-REIT.

2.6 Risk Disclosures in relation to the Proposed Acquisition

2.6.1 The head leases of CPCA and CPEX may be required to be terminated or surrendered and OUE H-REIT may not receive any or adequate compensation for such termination or surrender

CPCA and CPEX are located in close proximity to Changi Airport and are subject to head leases issued by the President of the Republic of Singapore and CAAS to the Lessor (CAG). With the various consents and development approvals obtained currently, it is not anticipated that the future development of Changi Airport and its surrounding areas would impact CPCA and CPEX or result in the head leases of CPCA and CPEX being terminated.

In the event the head leases of CPCA or CPEX are terminated by the President of the Republic of Singapore or CAAS, the Lessor is entitled to terminate its lease with the REIT Trustee. In such event, the Lessor shall, out of any compensation that it may receive, pay to the REIT Trustee a proportion thereof which is attributable to CPCA and/or (as the case may be) CPEX. The proportion of the compensation payable to the REIT Trustee is to be valued by an independent valuer. In addition, the Lessor is to use reasonable endeavours to consult with and take into consideration the REIT Trustee's reasonable requests as well as give the REIT Trustee a reasonable opportunity to make representations to the Lessor and the President of the Republic of Singapore and/or (as the case may be) CAAS.

The Lessor is also entitled to require the REIT Trustee to surrender any portions of the CPCA or CPEX which may be required for the efficient and effective operation of Changi Airport. In such event, the REIT Trustee is to be paid a compensation for an amount equivalent to the fair market value of the portion of the CPCA or CPEX required to be surrendered, and such amount is to be agreed on between the Lessor and the REIT Trustee or otherwise to be determined by a reputable valuer.

2.6.2 CPEX is currently under construction and pending the completion of its construction, OUE H-REIT may be exposed to risks which are typically associated with acquiring properties under development

As at the Latest Practicable Date, CPEX is currently under construction and it is expected to be completed by the end of 2015 but not later than June 2016. Therefore, it will be difficult for Stapled Securityholders to assess the future performance of CPCA and CPEX on a combined basis.

The construction of CPEX is undertaken by the Vendor and OUE H-REIT may be indirectly exposed to the risks which are typically associated with acquiring properties under development, which include the risks of delay and/or non-completion and the risk that CPEX, upon its completion, will be unable to yield the anticipated income.

In the event that the acquisition of CPEX is delayed or aborted, this may affect the business, financial condition, results of operations and prospects of OUE H-Trust as CPEX is expected to provide additional rental revenue to OUE H-REIT upon its completion.

2.6.3 OUE H-REIT may not be able to fulfil its financial obligations under the CPEX SPA as and when they may arise

OUE H-REIT currently intends to fund the acquisition of CPEX by debt and/or equity financing. OUE H-REIT will require additional debt and/or equity financing to pay the purchase consideration for CPEX upon completion under the CPEX SPA.

In the event that OUE H-REIT is unable to proceed with the acquisition of CPEX due to the lack of financing, OUE H-REIT would have to sell CPCA to the Vendor and pursuant to the CPEX SPA, OUE H-REIT would have to reimburse the Vendor for all stamp duty payable by the Vendor in purchasing CPCA from OUE H-REIT.

2.6.4 OUE H-REIT may have to pay stamp duty on the acquisition of CPEX

OUE H-REIT has on 28 November 2014 entered into the CPEX SPA, whereupon completion of the acquisition of CPEX shall occur after the construction of CPEX has been completed and CPEX receives its TOP. The construction of CPEX is expected to be completed by the end of 2015 but not later than June 2016.

By virtue of the Stamp Duties (Real Estate Investment Trust) (Remission) Rules 2010, stamp duty on any contract, agreement or instrument executed on or before 31 March 2015 relating to the conveyance, assignment or transfer on sale of any Singapore immovable property or of any interest thereof to REITs listed on the SGX-ST would be remitted. The CPEX SPA was signed before 31 March 2015 but as the completion of the acquisition would occur after 31 March 2015, the REIT Manager has applied to the Inland Revenue Authority of Singapore (the "**IRAS**") for an advance ruling that the CPEX SPA qualifies for the stamp duty remission and OUE H-REIT would not have to pay stamp duty on the CPEX SPA.

In the event that the REIT Manager is unable to obtain a favourable ruling from the IRAS on the stamp duty remission (and if the Ministry of Finance does not extend the stamp duty remission before the expiry of the relevant rules on 31 March 2015), OUE H-REIT would have to pay stamp duty on the CPEX SPA and this may affect the amount of distributions made to the Stapled Securityholders.

Notwithstanding the impact of the stamp duty payment on the distribution to Stapled Securityholders, taking into consideration the expected amount of stamp duty to be paid, the acquisition of CPEX is expected to remain yield accretive.

2.7 Principal Terms of the CPCA SPA

The principal terms of the CPCA SPA include the following conditions precedent:

(i) the approval of CAG for, *inter alia*, the sale and leaseback of CPCA, the CPCA Put Option, the sale and leaseback of CPEX and the Combined Put Option, not being revoked;

(ii) the approval by the shareholders of the Vendor being obtained for the sale and leaseback of CPCA, the CPCA Master Lease Agreement, the CPCA Put Option, the sale and leaseback of CPEX, the Combined Master Lease Agreement, the Combined Put Option and the granting of the Deed of Income Support; and

(iii) the Stapled Securityholders' approval being obtained for the purchase and lease of CPCA, the CPCA Master Lease Agreement, the CPCA Put Option, the purchase and lease of CPEX, the Combined Master Lease Agreement, the Combined Put Option and the entry into the Deed of Income Support.

2.8 Principal Terms of the CPCA Put Option Agreement

In consideration of the sale and purchase of CPCA under the CPCA SPA, the Vendor agrees to grant to the REIT Trustee the CPCA Put Option. If the CPCA Put Option is exercised by the REIT Trustee in accordance with the CPCA Put Option Agreement, the Vendor shall be bound to purchase CPCA from the REIT Trustee, at a purchase price which is the higher of:

(a) the valuation of CPCA as at the date of service of the CPCA Put Option exercise notice; and

(b) the purchase consideration of CPCA under the CPCA SPA.

For the purpose of determining the valuation of CPCA, each of the Vendor and the REIT Trustee shall separately appoint one independent valuer and the valuation to be utilised shall be the average of the valuations provided by the two valuers.

Pursuant to an undertaking given by the Sponsor in relation to the CPCA Put Option and the Combined Put Option (the "**Sponsor's Undertaking**"), in the event that the REIT Trustee exercises the CPCA Put Option and the Vendor is unable to complete the purchase of CPCA pursuant to the CPCA Put Option Agreement, the Sponsor or its nominee (which must be acceptable to the REIT Trustee) shall purchase CPCA from the REIT Trustee on the terms and conditions set out in the CPCA Put Option Agreement.

2.8.1 Conditions for the Exercise of the CPCA Put Option

Completion of the buyback of CPCA by the Vendor from the REIT Trustee is subject to and conditional upon the approval by CAG for the buyback of CPCA being obtained by the REIT Trustee ("**Buyback Approval**").

In this regard, the REIT Trustee shall use its best efforts to obtain the Buyback Approval and each party shall comply with the terms and conditions imposed by CAG and any relevant authorities in relation to or pursuant to the Buyback Approval.

The CPCA Master Lease Agreement shall terminate on completion of the buyback of CPCA under the CPCA Put Option Agreement without any compensation or penalty.

2.8.2 Exercise of the CPCA Put Option

If the REIT Trustee does not (or does not expect to) receive the CPCA Lease within any of the following periods:

(i) the period of 12 months from the date of completion of the sale of CPCA to the REIT Trustee ("**12-month Period**");

(ii) the period of 18 months from the date of completion of the sale of CPCA to the REIT Trustee ("**18-month Period**"); or

(iii) the 6-month extension period from the expiry of the 18-month Period in sub-paragraph (ii) and any subsequent 6-month extension period thereafter (each a "**Further Extension Period**"),

(each a "**Relevant Period**"),

the REIT Trustee shall convene an EGM ("**Extension Approval EGM**") within two months from the expiry of the Relevant Period, where Stapled Securityholders will decide (via ordinary resolution and with OUE Limited and its associates abstaining from voting) on whether to extend the period for receiving the CPCA Lease by six months. If the REIT Trustee obtains the extension approval ("**Stapled Securityholders' Extension Approval**"), the REIT Trustee has up to the expiry of the Relevant Period) to ensure that the REIT Trustee receives the CPCA Lease.

The REIT Trustee may exercise the CPCA Put Option during the period of four months commencing from:

(a) (in the event an Extension Approval EGM in respect of a Relevant Period is held prior to the expiry of the Relevant Period and the Stapled Securityholders' Extension Approval is not obtained at such Extension Approval EGM) the day immediately following the last day of such Relevant Period; or

(b) (in the event an Extension Approval EGM in respect of a Relevant Period is held after the expiry of the Relevant Period and the Stapled Securityholders' Extension Approval is not obtained at such Extension Approval EGM) the day immediately following the date of such meeting.

2.9 Principal Terms of the CPEX SPA

The principal terms of the CPEX SPA include the following conditions precedent:

(i) the approval of CAG for, *inter alia*, the sale and leaseback of CPCA, the CPCA Put Option, the sale and leaseback of CPEX and the Combined Put Option, not being revoked;

(ii) the approval by the shareholders of the Vendor being obtained for the sale and leaseback of CPCA, the CPCA Master Lease Agreement, the CPCA Put Option, the sale and leaseback of CPEX, the Combined Master Lease Agreement, the Combined Put Option and the granting of the Deed of Income Support;

(iii) the Stapled Securityholders' approval being obtained for the purchase and lease of CPCA, the CPCA Master Lease Agreement, the CPCA Put Option, the purchase and lease of CPEX, the Combined Master Lease Agreement the Combined Put Option and the entry into the Deed of Income Support; and

(iv) the agreements for the credit facilities or such other facilities to be secured by OUE H-REIT in order to undertake the acquisition of CPEX not being terminated and such financing agreements being unconditional in all respects.

Under the terms of the CPEX SPA, the Vendor is required to build CPEX in a good and workmanlike manner, according to certain specifications and approved plans, and to deliver to the REIT Trustee the TOP for CPEX by a specified deadline. In the event the TOP for CPEX is not obtained by the deadline, the REIT Trustee is entitled to rescind the CPEX SPA and sell CPCA back to the Vendor at the higher of (a) the valuation of CPCA (as at the date on which the CPEX SPA is rescinded) or (b) the purchase price of CPCA under the CPCA SPA.

For the purpose of determining the valuation of CPCA, each of the Vendor and the REIT Trustee shall separately appoint one independent valuer and the valuation to be utilised shall be the average of the valuations provided by the two valuers.

2.10 Principal Terms of the Combined Put Option Agreement

In consideration of the sale and purchase of CPCA and CPEX, the Vendor agrees to grant to the REIT Trustee the Combined Put Option. If the Combined Put Option is exercised by the REIT Trustee in accordance with the Combined Put Option Agreement, the Vendor shall be bound to purchase from CPCA and CPEX from the REIT Trustee, at a purchase price which is the higher of:

(a) the valuation of CPCA and CPEX as at the date of service of the Combined Put Option exercise notice; and

(b) the aggregate purchase consideration of CPCA and CPEX.

For the purpose of determining the valuation of CPCA and CPEX, each of the Vendor and the REIT Trustee shall separately appoint one independent valuer and the valuation to be utilised shall be the average of the valuations provided by the two valuers.

Pursuant to the Sponsor's Undertaking, in the event that the REIT Trustee exercises the Combined Put Option and the Vendor is unable to complete the purchase of CPCA and CPEX pursuant to Combined Put Option Agreement, the Sponsor or its nominee (which must be acceptable to the REIT Trustee) shall purchase CPCA and CPEX from the REIT Trustee on the terms and conditions set out in the Combined Put Option Agreement.

2.10.1 Conditions for the Exercise of the Combined Put Option

Completion of the buyback of CPCA and CPEX by the Vendor from the REIT Trustee is subject to and conditional upon the approval by CAG for such buyback being obtained by the REIT Trustee ("**Combined Buyback Approval**").

In this regard, the REIT Trustee shall use its best efforts to obtain the Combined Buyback Approval and each party shall comply with the terms and conditions imposed by CAG and any relevant authorities in relation to or pursuant to the Combined Buyback Approval.

The Combined Master Lease Agreement shall terminate on completion of the buyback of CPCA and CPEX under the Combined Put Option Agreement without any compensation or penalty.

2.10.2 Exercise of the Combined Put Option

If the REIT Trustee does not (or does not expect to) receive the Combined CPCA Lease within any of the following periods:

(i) the period of 12 months from the date of completion of the sale of CPEX to the REIT Trustee ("**12-month Period**");

(ii) the period of 18 months from the date of completion of the sale of CPEX to the REIT Trustee ("**18-month Period**"); or

(iii) the 6-month extension period from the expiry of the 18-month Period in sub-paragraph (ii) and any subsequent 6-month extension period thereafter (each a "**Further Extension Period**"),

(each a "**Relevant Period**"),

the REIT Trustee shall convene an EGM ("**Extension Approval EGM**") within two months from the expiry of the Relevant Period, where Stapled Securityholders will decide (via ordinary resolution and with OUE Limited and its associates abstaining from voting) on whether to extend the period for receiving the Combined CPCA Lease by six months. If the REIT Trustee obtains the extension approval ("**Stapled Securityholders' Extension Approval**"), the REIT Trustee has up to the expiry of the Relevant Period) to ensure that the REIT Trustee receives the Combined CPCA Lease.

The REIT Trustee may exercise the Combined Put Option during the period of four months commencing from:

(a) (in the event an Extension Approval EGM in respect of a Relevant Period is held prior to the expiry of the Relevant Period and the Stapled Securityholders' Extension Approval is not obtained at such Extension Approval EGM) the day immediately following the last day of such Relevant Period; or

(b) (in the event an Extension Approval EGM in respect of a Relevant Period is held after the expiry of the Relevant Period and the Stapled Securityholders' Extension Approval is not obtained at such Extension Approval EGM) the day immediately following the date of such meeting.

2.11 Principal Terms of the CPCA Master Lease Agreement

2.11.1 The Term of the CPCA Master Lease and the Rental Payable

On completion of the acquisition of CPCA, the REIT Trustee, the REIT Manager and the Vendor (in its capacity as the master lessee) shall enter into the CPCA Master Lease Agreement, pursuant to which the Vendor will lease the whole of CPCA from the date of completion of the acquisition of CPCA to 27 May 2028 (inclusive of both dates), with an option given to the Vendor to renew for two consecutive terms of five years each.

The Vendor is required to pay rent on a monthly basis in arrears on the last day of the following month, which rent shall be the higher of:

(i) a variable rent computed based on the sum of:

From hotel operations as managed by the hotel manager

(a) 1.0% of gross revenue (less certain revenues and income) derived from operations managed/operated by the hotel manager at CPCA relating to the sale of food and beverages (including but not limited to the sale of wines, spirits, liquors and tobacco);

(b) 30.0% of gross revenue (less certain revenues and income) derived from operations managed/operated by the hotel manager at CPCA not relating to the sale of food and beverages (such as from rooms, minor operating department etc);

(c) 30.0% of gross operating profit of CPCA; and

From non-hotel operations

(d) 77.0% of the gross rental income derived from commercial/retail space; or

(ii) a minimum rent of S$12.5 million per annum.

The quantum of the variable rent will be adjusted within 90 days after the end of each financial year based on the audited certificate of the relevant financial information of CPCA for such financial year.

2.11.2 The Vendor's Obligations (as Master Lessee)

(i) Security Deposit

The Vendor will provide a security deposit, by way of cash or bank guarantee, of an amount equivalent to six months of the monthly minimum rent applicable to the relevant financial year.

(ii) Furniture, Fixtures and Equipment ("**FF&E**")

The FF&E located in CPCA at the commencement date of the CPCA Master Lease Agreement (being the date of completion of acquisition of CPCA by OUE H-REIT) and the FF&E brought onto or replaced by the Vendor during the term of the CPCA Master Lease Agreement will be the property of the Vendor, subject to the condition that the title to the FF&E items which are owned by the Vendor and still in use shall, at the option of the REIT Trustee, be transferred to the REIT Trustee at the end or earlier termination of the CPCA Master Lease Agreement for S$1.00.

For each financial year, the Vendor is required to set aside in a capital replacement fund, an amount equivalent to a specified percentage of CPCA's gross operating revenue for such financial year to be utilised in accordance with an agreed capital replacement plan under the annual budget. Any unutilised balance in the capital replacement fund at the end of a financial year must be carried forward and made available in the next financial year. Where the total amount of expenditure by the

Vendor in any financial year is in excess of the unutilised balance in the capital replacement fund, the difference shall be carried forward and debited against the capital replacement contribution in the next financial year. All unutilised amounts standing to the credit of the capital replacement fund (less any amount, if any, that is payable by the Vendor under any legally binding contract in accordance with the agreed capital replacement plan under the annual budget) at the end or earlier termination of the CPCA Master Lease Agreement, will be the property of the REIT Trustee and shall be paid in cash by the Vendor to the REIT Trustee or as otherwise directed by the REIT Trustee.

(iii) Annual Budget

The Vendor must submit to the REIT Manager prior to the commencement of a financial year, an annual budget for that financial year, which includes, *inter alia*, projections for the financial year of anticipated gross operating revenue and gross operating profit of CPCA, a budget for the purchase and replacement of FF&E. All items of capital improvement in the Annual Budget must first be approved by the REIT Manager.

(iv) Maintenance of CPCA and the FF&E

The Vendor must, at its own cost, keep, *inter alia*, CPCA, its infrastructure, plant and equipment in good and substantial repair and working order. The Vendor must, at its cost, repair and replace all FF&E and operating equipment required for the operations of CPCA (but excluding works that are in the nature of capital improvements). The Vendor's obligations do not extend to any repairs or replacements which would be considered capital improvements and does not extend to any repairs or replacements of any latent or patent structure defects in CPCA.

(v) Licences and Permits

All necessary licences and permits must be obtained and maintained by the Vendor at its cost.

(vi) Insurance

The Vendor must, at its cost, take out and maintain public liability insurance policy, insurance relating to workers' compensation and contract works insurance in respect of any works undertaken or carried out by the Vendor.

2.11.3 The REIT Trustee's Obligations (as Master Lessor)

The REIT Trustee will take out and maintain, at its cost, a property insurance insuring CPCA, the infrastructure, plant and equipment and the contents of CPCA, and business interruption insurance.

2.11.4 Other Terms (Assignment by the REIT Trustee)

(i) In the event the REIT Trustee purports to sell or assign its interest in CPCA at any time during the term of the CPCA Master Lease Agreement, the REIT Trustee shall give the Vendor prior written notice of the REIT Trustee's intention to do so and the Vendor shall, within 30 days of receipt of the REIT Trustee's notice, notify the REIT Trustee in writing whether the Vendor wishes to continue with the CPCA Master Lease Agreement or whether to terminate the CPCA Master Lease Agreement. If the Vendor wishes to terminate the CPCA Master Lease Agreement, the Vendor shall be entitled to do so without compensation by giving not less than 100 days' written notice to the REIT Trustee.

(ii) The REIT Trustee may sell or assign its interest in CPCA at any time during the term of the CPCA Master Lease Agreement free and clear of the CPCA Master Lease Agreement and such sale or assignment will not be subject to the CPCA Master Lease Agreement if the REIT Trustee terminates the CPCA Master Lease Agreement with written notice to the Vendor and pays the Vendor a termination fee equal to the fair market value of the Vendor's leasehold interest in the remaining term of the CPCA Master Lease Agreement and the renewal option term. In addition to the fair market value payable by the REIT Trustee, the REIT Trustee shall pay all damages, costs and expenses payable by the Vendor to the hotel manager under the hotel management agreement and all reasonable costs and expenses incurred by the Vendor in connection with or arising from the termination of the CPCA Master Lease Agreement.

(iii) The REIT Trustee may assign all of its rights, title and benefits under the CPCA Master Lease Agreement to any financial institution(s) or bank(s) to secure any borrowing or other financing or refinancing, provided always that all reasonable costs and expenses incurred by the Vendor in relation to such assignment, if any, shall be borne by the REIT Trustee.

(iv) If the REIT Trustee (a) sells or assigns its interest in CPCA to OUE H-BT or assigns or novates its interest in CPCA to a replacement trustee of OUE H-REIT or (b) enters into a lease with OUE H-BT (as lessee) in respect of CPCA, at any time during the term of the CPCA Master Lease Agreement, the REIT Trustee may terminate the CPCA Master Lease Agreement without compensation to the Vendor with not less than 100 days' prior notice, provided that the hotel management agreement is assigned or novated to OUE H-BT or the replacement trustee of OUE H-REIT (as the case may be) on the date of termination of the CPCA Master Lease Agreement. If the hotel management agreement is not assigned or novated to OUE H-BT or the replacement trustee of OUE H-REIT (as the case may be) on the date of termination of the CPCA Master Lease Agreement, the REIT Trustee agrees to bear the costs and expenses payable by the Vendor to the hotel manager under the hotel management agreement and all reasonable costs and expenses incurred by the Vendor in connection with or arising from the termination of the CPCA Master Lease Agreement.

2.12 Principal Terms of the Combined Master Lease Agreement

2.12.1 The Term of the Combined Master Lease and the Rental Payable

On completion of the acquisition of CPEX, the REIT Trustee, the REIT Manager and the Vendor (in its capacity as the master lessee) shall enter into the Combined Master Lease Agreement, pursuant to which the Vendor will lease the whole of CPCA and CPEX (collectively, the "**Combined Site**") for the remaining tenure of the CPCA Master Lease Agreement.

From the completion of the acquisition of CPEX, the Vendor is required to pay rent on a monthly basis in arrears on the last day of the following month, which rent shall be the higher of:

(i) a variable rent computed based on the sum of:

<u>From hotel operations as managed by the hotel manager</u>

(a) 4.0% of gross revenue (less certain revenues and income) derived from operations managed/operated by the hotel manager at the Combined Site relating to the sale of food and beverages (including but not limited to the sale of wines, spirits, liquors and tobacco);

(b) 33.0% of gross revenue (less certain revenues and income) derived from operations managed/operated by the hotel manager at the Combined Site not relating to the sale of food and beverages (such as from rooms, minor operating department etc);

(c) 30.0% of gross operating profit of the Combined Site; and

From non-hotel operations

(d) 80.0% of the gross rental income derived from commercial/retail space; or

(ii) a minimum rent of S$22.5 million per annum.

The quantum of the variable rent will be adjusted within 90 days after the end of each financial year based on the audited certificate of the relevant financial information of the Combined Site for such financial year.

2.12.2 The Vendor's Obligations (as Master Lessee)

(i) Security Deposit

The Vendor will provide a security deposit, by way of cash or bank guarantee, of an amount equivalent to six months of the monthly minimum rent (for the Combined Site) applicable to the relevant financial year.

(ii) FF&E

The FF&E located in the Combined Site at the commencement date of the Combined Master Lease Agreement (being the date of completion of acquisition of CPEX by OUE H-REIT) and the FF&E brought onto or replaced by the Vendor during the term of the Combined Master Lease Agreement will be the property of the Vendor, subject to the condition that the title to the FF&E items which are owned by the Vendor and still in use shall, at the option of the REIT Trustee, be transferred to the REIT Trustee at the end or earlier termination of the Combined Master Lease Agreement for S$1.00.

For each financial year, the Vendor is required to set aside in the capital replacement fund, an amount equivalent to a specified percentage of the Combined Site's gross operating revenue for such financial year to be utilised in accordance with an agreed capital replacement plan under the annual budget. Any unutilised balance in the capital replacement fund at the end of a financial year must be carried forward and made available in the next financial year. Where the total amount of expenditure by the Vendor in any financial year is in excess of the unutilised balance in the capital replacement fund, the difference shall be carried forward and debited against the capital replacement contribution in the next financial year. All unutilised amounts standing to the credit of the capital replacement fund (less any amount, if any, that is payable by the Vendor under any legally binding contract in accordance with the agreed capital replacement plan under the annual budget) at the end or earlier termination of the Combined Master Lease Agreement, will be the property of the REIT Trustee and shall be paid in cash by the Vendor to the REIT Trustee or as otherwise directed by the REIT Trustee.

(iii) Annual Budget

The Vendor must submit to the REIT Manager prior to the commencement of a financial year, an annual budget for that financial year, which includes, *inter alia*, projections for the financial year of anticipated gross revenue and gross operating profit of the Combined Site, a budget for the purchase and replacement of FF&E. All items of capital improvement in the Annual Budget must first be approved by the REIT Manager.

(iv) Maintenance of the Combined Site and the FF&E

The Vendor must, at its own cost, *inter alia*, keep the Combined Site, its infrastructure, plant and equipment in good and substantial repair and working order. The Vendor must, at its cost, repair and replace all FF&E and operating equipment required for the operations of the Combined Site (but excluding works that are in the nature of capital improvements). The Vendor's obligations do not extend to any repairs or replacements which would be considered capital improvements and does not extend to any repairs or replacements of any latent or patent structure defects in the Combined Site.

(v) Licences and Permits

All necessary licences and permits must be obtained and maintained by the Vendor at its cost.

(vi) Insurance

The Vendor must, at its cost, take out and maintain public liability insurance policy, insurance relating to workers' compensation and contract works insurance in respect of any works undertaken or carried out by the Vendor.

2.12.3 The REIT Trustee's Obligations (as Master Lessor)

The REIT Trustee will take out and maintain, at its cost, a property insurance insuring the Combined Site, the infrastructure, plant and equipment and the contents of the Combined Site, and business interruption insurance.

2.12.4 Other Terms (Assignment by the REIT Trustee)

(i) In the event the REIT Trustee purports to sell or assign its interest in the Combined Site at any time during the term of the Combined Master Lease Agreement, the REIT Trustee shall give the Vendor prior written notice of the REIT Trustee's intention to do so and the Vendor shall, within 30 days of receipt of the REIT Trustee's notice, notify the REIT Trustee in writing whether the Vendor wishes to continue with the Combined Master Lease Agreement or whether to terminate the Combined Master Lease Agreement. If the Vendor wishes to terminate the Combined Master Lease Agreement, the Vendor shall be entitled to do so without compensation by giving not less than 100 days' written notice to the REIT Trustee.

(ii) The REIT Trustee may sell or assign its interest in the Combined Site at any time during the term of the Combined Master Lease Agreement free and clear of the Combined Master Lease Agreement and such sale or assignment will not be subject to the Combined Master Lease Agreement if the REIT Trustee terminates the Combined Master Lease Agreement with written notice to the Vendor and pays the Vendor a termination fee equal to the fair market value of the Vendor's leasehold interest in the remaining term of the Combined Master Lease Agreement and the renewal option term. In addition to the fair market value payable by the REIT Trustee, the REIT Trustee shall pay all damages, costs and expenses payable by the Vendor to the hotel manager under the hotel management agreement and all reasonable costs and expenses incurred by the Vendor in connection with or arising from the termination of the Combined Master Lease Agreement.

(iii) The REIT Trustee may assign all of its rights, title and benefits under the Combined Master Lease Agreement to any financial institution(s) or bank(s) to secure any borrowing or other financing or refinancing, provided always that all reasonable costs and expenses incurred by the Vendor in relation to such assignment, if any, shall be borne by the REIT Trustee.

(iv) If the REIT Trustee (a) sells or assigns its interest in the Combined Site to OUE H-BT or assigns or novates its interest in CPCA to a replacement trustee of OUE H-REIT or (b) enters into a lease with OUE H-BT (as lessee) in respect of the Combined Site, at any time during the term of the Combined Master Lease Agreement, the REIT Trustee may terminate the Combined Master Lease Agreement without compensation to the Vendor with not less than 100 days' prior notice, provided that the hotel management agreement is assigned or novated to OUE H-BT or the replacement trustee of OUE H-REIT (as the case may be) on the date of termination of the Combined Master Lease Agreement. If the hotel management agreement is not assigned or novated to OUE H-BT or the replacement trustee of OUE H-REIT (as the case may be) on the date of termination of the Combined Site Master Lease Agreement, the REIT Trustee agrees to bear the costs and expenses payable by the Vendor to the hotel manager under the hotel management agreement and all reasonable costs and expenses incurred by the Vendor in connection with or arising from the termination of the Combined Master Lease Agreement.

2.13 Deed of Income Support

2.13.1 Terms of the Income Support

CPEX is currently under construction and it is expected to be completed by the end of 2015 but not later than June 2016 after which it would be acquired by OUE H-REIT, assuming that the approval for the Acquisition is obtained at the EGM. As the income from CPEX would not have stabilised at the point of acquisition of CPEX by OUE H-REIT since CPEX would only have just commenced operations and it is expected that the income from CPEX would take around three years to stabilise, the Vendor shall enter into the Deed of Income Support, pursuant to which the Vendor will agree to provide the Income Support for the period from the Completion Date to (i) the day immediately preceding the third anniversary date of the Completion Date or (ii) the date when the aggregate of all rental top-up payments payable by the Vendor to OUE H-REIT under the Deed of Income Support exceeds S$7.5 million, whichever is earlier.

Pursuant to the Deed of Income Support, the target quarterly rent ("**TQR**") for the relevant calendar quarters shall be as follows:

Calendar Quarter	TQR
1^{st} quarter to the 4^{th} quarter from the Completion Date	S$7.25 million
5^{th} quarter to the 8^{th} quarter from the Completion Date	S$7.375 million
9^{th} quarter to the 12^{th} quarter from the Completion Date	S$7.5 million

If the rent payable by the Vendor (as the master lessee) under the Combined Master Lease Agreement falls below the corresponding TQR (or as pro-rated) for the relevant calendar quarter, the REIT Trustee shall be entitled to call on the Vendor to top up the total rent payable to the TQR (or as pro-rated) of the relevant calendar quarter, up to a maximum aggregate of S$7.5 million. The top-up amount shall be determined based on the difference between the TQR and the gross rental income of OUE H-REIT as derived from CPCA and CPEX.

The Income Support is intended to provide a more stabilised level of income for CPCA and CPEX for a period of three years upon the completion of acquisition of CPEX by OUE H-REIT.

The REIT Manager is of the view that there is minimal risk that the Vendor will not be able to pay the Income Support when required, considering that the Vendor is a wholly-owned subsidiary of the Sponsor (which is a substantive entity listed on the Main Board of the SGX-ST) and the maximum aggregate amount of S$7.5 million payable under the Income Support.

2.13.2 Independent Property Valuers' Opinion

The Independent Property Valuers have considered the Income Support and the annual land rent payable to CAG in arriving at their valuations and they are both of the view that the income support does not affect their valuations and that the Income Support is reasonable, taking into consideration market rents and occupancy levels of comparable properties.

(See **Appendix C** of this Circular for further details.)

2.13.3 Audit and Risk Committee's Opinion

Based on the opinion of the IFA (as set out in the IFA Letter in Appendix B of this Circular) and having regard to the rationale for the Acquisition and Master Leases set out in paragraph 4 below, the Independent Directors and the Audit and Risk Committee of the REIT Manager (the "**Audit and Risk Committee**") believe that the Acquisition and Master Leases (including the Income Support) are based on normal commercial terms and not prejudicial to the interests of OUE H-Trust and the minority Stapled Securityholders. (See **Appendix B** and **Appendix C** of this Circular for further details.)

3. ADVICE OF THE INDEPENDENT FINANCIAL ADVISER ON THE ACQUISITION AND MASTER LEASES

PricewaterhouseCoopers Corporate Finance Pte Ltd has been appointed as the IFA to advise the Independent Directors and the Audit and Risk Committee as to whether the Acquisition and Master Leases are based on normal commercial terms and are not prejudicial to the interests of OUE H-Trust and the minority Stapled Securityholders. A copy of the letter from the IFA to the Independent Directors and the Audit and Risk Committee (the "**IFA Letter**"), containing its advice in full, is set out in **Appendix B** of this Circular, and Stapled Securityholders are advised to read the IFA Letter carefully.

Based on the considerations set out in the IFA Letter in **Appendix B** of this Circular and subject to the qualifications and assumptions therein, the IFA is of the view that the Acquisition and the Master Leases (including the Income Support) are based on normal commercial terms and are not prejudicial to the interests of OUE H-Trust and the minority Stapled Securityholders.

The IFA is of the opinion that the Independent Directors can recommend that Stapled Securityholders vote in favour of the resolution in connection with the Acquisition and Master Leases.

4. THE RATIONALE FOR THE ACQUISITION AND MASTER LEASES

The REIT Manager believes that the Acquisition and Master Leases will bring the following key benefits to Stapled Securityholders:

4.1 The Acquisition and Master Leases are expected to increase the DPS to Stapled Securityholders

The Acquisition and Master Leases are expected to be accretive to the DPS. On a pro forma basis, the Acquisition and Master Leases are expected to increase the NPI and distributable income of OUE H-Trust for FP2013, translating to an increase in the pro forma FP2013 DPS of 8.3% from 2.90 cents to 3.14 cents, assuming the Acquisition is fully debt-funded. OUE H-REIT expects to acquire CPCA at an annualised NPI yield of 4.5%[1] and the combined CPCA and CPEX at an annualised NPI yield of 4.6%[2].

(See paragraph 5.1 of the Letter to Stapled Securityholders for further details.)

1 Based on pro forma financial period from 25 July 2013 to 31 December 2013.

2 Based on pro forma financial period from 25 July 2013 to 31 December 2013 and the first four quarters' target rent of the combined CPCA and CPEX.

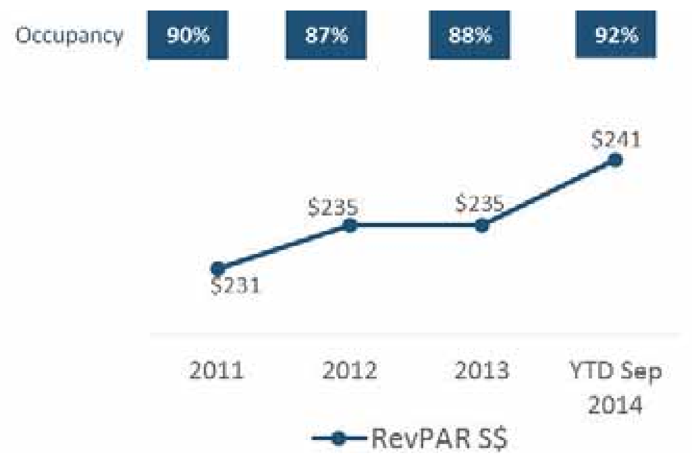
4.2 The Acquisition provides an opportunity for OUE H-REIT to acquire a quality asset in a strategic location

The Acquisition provides a rare opportunity for OUE H-REIT to own a global brand name hotel asset which is directly connected to the Changi Airport passenger terminals. Changi Airport is the world's sixth busiest airport for international traffic, and it served a record 53.7 million passengers from around the globe in 2013.[1] CPCA is also close to Changi Business Park and Singapore Expo. Some of the companies located at Changi Business Park include IBM, Invensys, Honeywell, and financial institutions such as DBS Bank, Citibank, Credit Suisse and Standard Chartered Bank.[2]

4.3 Attractive growth potential in RevPAR

CPCA enjoys a high occupancy of above 85.0% and has seen its RevPAR increasing from S$231 in FY2011 to S$235 in FY2013. For YTD Sep 2014, CPCA achieved a RevPAR of S$241.[3] In addition, CPCA will be able to leverage on the expansion plans of Changi Airport, which has announced plans for Project Jewel and commenced the development of Terminal 4. Project Jewel is an upcoming mixed-use complex which is envisaged to be a word-class signature lifestyle destination that will enable Changi Airport to capture tourism mindshare and boost Singapore's appeal as a stopover point for global travellers.[4] The mixed-use complex is expected to offer aviation and travel-related facilities, a wide range of retail offerings and unique leisure attractions. Project Jewel is targeted to open in end 2018 and Terminal 4 is expected to be operational in 2017[5].

HISTORICAL PERFORMANCE OF CPCA



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1 Source: http://www.changiairport.com/our-business/about-changi-airport (last accessed on the Latest Practicable Date). The Changi Airport Group has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by the Changi Airport Group is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

2 Source: http://www.jtc.gov.sg/RealEstateSolutions/Business-Park-Land/Pages/Changi-Business-Park.aspx (last accessed on the Latest Practicable Date). JTC has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by JTC is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

3 Based on the management accounts of CPCA.

4 Source: http://www.capitamallsasia.com/en/corporate/media-centre/press-releases/2013/changi-airport-group-and-capitamalls-asia-to--jointly-develop-project-jewel-at-changi-airport (last accessed on the Latest Practicable Date). CapitaMalls Asia Limited has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by CapitaMalls Asia Limited is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

5 Source: http://www.changiairport.com/at-changi/our-terminals/terminal-4 (last accessed on the Latest Practicable Date). The Changi Airport Group has not provided its consent to the inclusion of the information extracted from the relevant report published by it and is therefore not liable for such information. While the Managers have taken reasonable actions to ensure that the information from the relevant report published by the Changi Airport Group is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, neither the Managers nor any other party has conducted an independent review of the information contained in such report nor verified the accuracy of the contents of the relevant information.

4.4 The Master Leases provide income stability with downside protection and upside potential

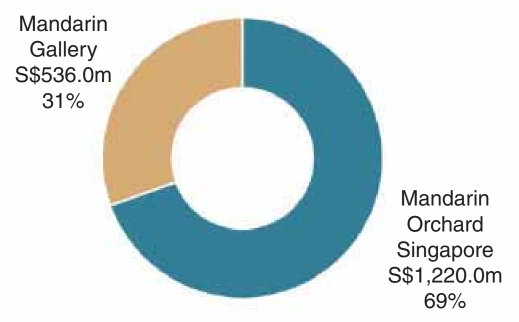
The Vendor, which is a wholly-owned subsidiary of the Sponsor, will be the master lessee for CPCA and CPEX (when it is operational). The minimum rent under the Master Leases will provide OUE H-Trust with downside protection while the variable rent structure will allow OUE H-Trust to enjoy operational upside when CPCA (and CPEX subsequently) performs well.

4.5 The Acquisition will reduce OUE H-Trust's concentration risk and provide further diversification

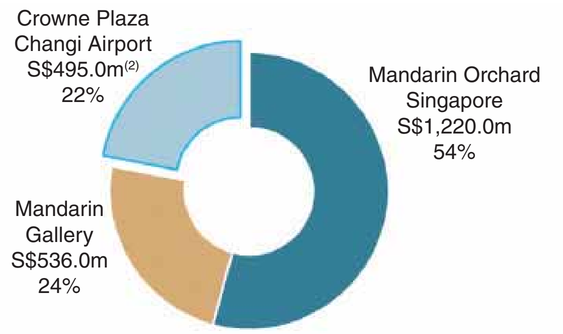
OUE H-Trust's portfolio currently comprises Mandarin Orchard Singapore and Mandarin Gallery, both of which coexist in the same location in the Orchard Road shopping precinct. The acquisition of CPCA and CPEX would reduce OUE H-Trust's concentration risk as post-Acquisition, the combined CPCA and CPEX will constitute 22.0% of OUE H-Trust's portfolio value.[1] The Acquisition and Master Leases will further enhance the income diversification of OUE H-Trust and reduce the reliance of its income stream on any single property. Post-Acquisition, the combined CPCA and CPEX is expected to contribute approximately 18.0% of the NPI of the enlarged portfolio[2]. The Acquisition will also expand OUE H-Trust's coverage of the Singapore hospitality market and enlarge and diversify its hotel clientele.

INCREASED ASSET DIVERSIFICATION

Breakdown by Asset Value (Pre-Acquisition)[(1)]



Breakdown by Asset Value (Post-Acquisition)



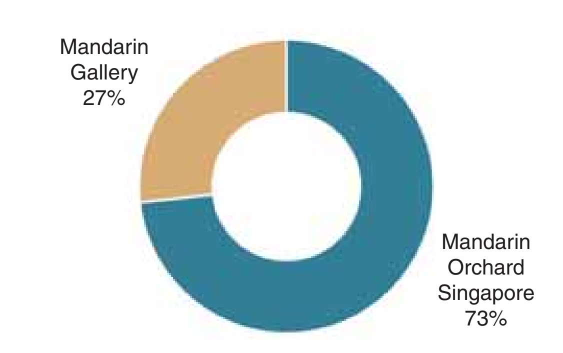
Notes:

(1) Based on independent valuations as at 31 December 2013.

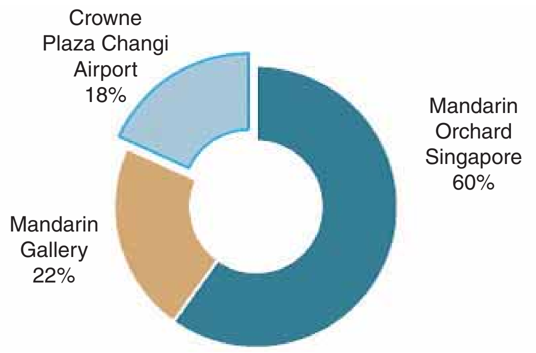
(2) Based on the acquisition price of CPCA and CPEX.

ENHANCED INCOME DIVERSIFICATION

Contribution by NPI Pre-Acquisition (For the period from 25 July 2013 to 31 December 2013)



Contribution by NPI Post-Acquisition[(1)] (For the pro forma period from 25 July 2013 to 31 December 2013)



***Note**:*

(1) Post-acquisition of CPCA and CPEX, based on the expected annualised acquisition yield of 4.6% for the combined CPCA and CPEX assets.

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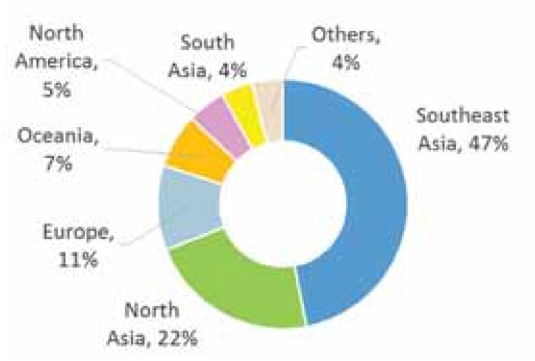
1 Based on the independent valuations of the Existing Portfolio as at 31 December 2013 and the acquisition price of CPCA and CPEX.

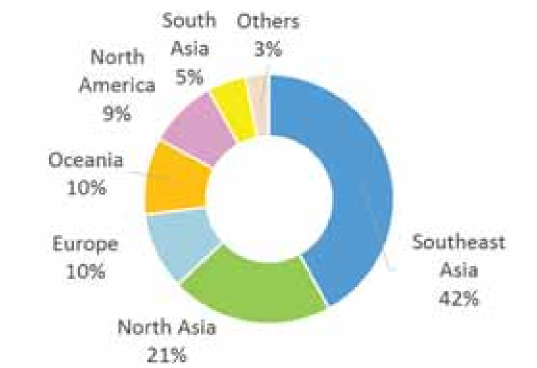
2 Based on the expected annualised acquisition yield of 4.6% for the combined CPCA and CPEX for the pro forma financial period from 25 July 2013 to 31 December 2013.

GREATER DIVERSIFICATION OF HOTEL CUSTOMERS

Customer Profile for Mandarin Orchard Singapore (MOS)
(By geography based on room nights occupied) / YTD Sep 2014



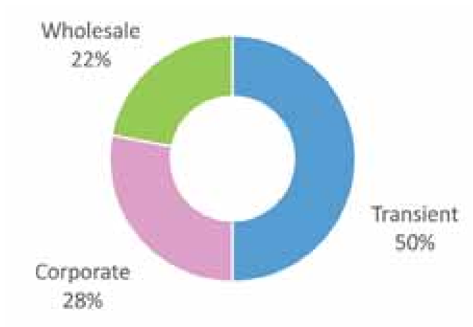
Portfolio Customer Profile (Post Acquisition)[1]
(By geography based on room nights occupied) / YTD Sep 2014



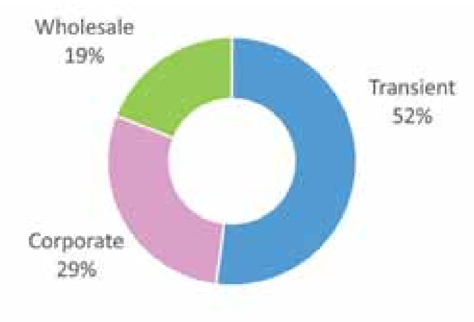
Note:

(1) Based on Mandarin Orchard Singapore and CPCA (excluding aircrew).

Customer Profile for MOS
(By room revenue) / YTD Sep 2014



Portfolio Customer Profile (Post-Acquisition)[1]
(By room revenue) / YTD Sep 2014



Notes:

(1) Based on Mandarin Orchard Singapore and CPCA (excluding aircrew).

- *"Transient" refers to revenue derived from rental of rooms and suites to individuals or groups occupying less than 10 rooms per night, who do not have a contract with the hotel.*
- *"Corporate" refers to revenue derived from the rental of rooms and suites booked via a corporate or government company that has contracted annual rates with the hotel.*
- *"Wholesale" refers to revenue derived from the rental of rooms and suites booked via a third party travel agent on a wholesale contracted rate basis*

4.6 The increased portfolio size post-Acquisition creates a stronger platform for further acquisition growth

Post-Acquisition, the size of OUE H-Trust's property portfolio will increase from S$1.76 billion to approximately S$2.25 billion. The REIT Manager believes that the enlarged quality portfolio could attract more investor interest in OUE H-Trust as the increased portfolio size will create a stronger platform for further acquisition growth, primarily due to potentially better access to both equity and debt capital markets.

5. DETAILS AND FINANCIAL INFORMATION OF THE ACQUISITION

5.1 Pro Forma Financial Effects of the Acquisition

FOR ILLUSTRATIVE PURPOSE ONLY: The pro forma financial effects of the Acquisition on the distribution per Stapled Security ("**DPS**") and NAV per Stapled Security, and the pro forma capitalisation of the stapled group comprising OUE H-REIT and its subsidiary and OUE H-BT (the "**Stapled Group**") presented below are strictly for illustrative purposes and were prepared based on the audited financial statements of the Stapled Group for the financial period ended 31 December 2013 and the following assumptions:

(i) the purchase consideration for CPCA is S$290.0 million and the aggregate purchase consideration for CPCA and CPEX is S$495.0 million;

(ii) Scenario 1 – fully funded by debt:

(a) bank borrowings of S$294.0 million are drawn down to fund the purchase consideration for the acquisition of CPCA and the associated costs; and

(b) bank borrowings of S$501.3 million are drawn down to fund the aggregate purchase consideration for the acquisition of CPCA and CPEX and the associated costs;

(iii) Scenario 2 – combination of debt and equity funding:

(a) bank borrowings of S$220.5 million are drawn down and Stapled Securities of S$75.0 million are issued to fund the purchase consideration for the acquisition of CPCA and the associated costs; and

(b) bank borrowings of S$378.8 million are drawn down and Stapled Securities of S$125.0 million are issued to fund the aggregate purchase consideration for the acquisition of CPCA and CPEX and the associated costs;

(iv) the Acquisition Fee and management fees payable to the REIT Manager for the Acquisition are paid 100.0% in Stapled Securities; and

(v) the Stapled Securities issued under Scenarios 2(a) and 2(b) and as payment of the Acquisition Fee and management fees payable to the REIT Manager for the Acquisition are issued at an illustrative issue price of S$0.88 per Stapled Security.

5.1.1 Pro Forma DPS

FOR ILLUSTRATIVE PURPOSE ONLY:

(i) The pro forma financial effects of the acquisition of CPCA on the DPS of the Stapled Group for the financial period ended 31 December 2013 as if OUE H-REIT had purchased CPCA on 25 July 2013 and held and operated CPCA through to 31 December 2013 are as follows:

	Before the Acquisition of CPCA	After the Acquisition of CPCA – Scenario 1(a) (Full Debt Funding)	After the Acquisition of CPCA – Scenario 2(a) (Debt & Equity Funding)
Distributable Income[(1)] (S$'000)	38,188	40,222	41,156
No. of Stapled Securities ('000)	1,313,363[(2)]	1,316,394[(3)]	1,401,621[(3)(4)]
DPS (cents)	2.90	3.06	2.94

Notes:

(1) The distributable income of the Stapled Group represents the aggregate of distributions by OUE H-REIT and OUE H-BT. The distribution of the Stapled Group for the period from 25 July 2013 to 31 December 2013 was contributed solely by OUE H-REIT as OUE H-BT was dormant during the period. Accordingly, only the income available for distribution of OUE H-REIT has been presented.

(2) Number of Stapled Securities issued and issuable as at 31 December 2013.

(3) Includes approximately 3,031,000 Stapled Securities issuable to the REIT Manager as payment for the Acquisition Fee and the management fee in relation to CPCA at an illustrative issue price of S$0.88 per Stapled Security.

(4) Includes approximately 85,227,000 Stapled Securities issued for the acquisition of CPCA at an illustrative issue price of S$0.88 per Stapled Security.

(ii) The pro forma financial effects of the acquisition of CPCA and CPEX on the DPS of the Stapled Group for the financial period ended 31 December 2013 as if OUE H-REIT had purchased CPCA and CPEX on 25 July 2013 and held and operated CPCA and CPEX through to 31 December 2013 are as follows:

	Before the Acquisition of CPCA and CPEX	After the Acquisition of CPCA and CPEX – Scenario 1(b) (Full Debt Funding)	After the Acquisition of CPCA and CPEX – Scenario 2(b) (Debt & Equity Funding)
Distributable Income(1) (S$'000)	38,188	41,357	43,032
No. of Stapled Securities ('000)	1,313,363(2)	1,318,541(3)	1,460,586(3)(4)
DPS (cents)	2.90	3.14	2.95

Notes:

(1) The distributable income of the Stapled Group represents the aggregate of distributions by OUE H-REIT and OUE H-BT. The distribution of the Stapled Group for the period from 25 July 2013 to 31 December 2013 was contributed solely by OUE H-REIT as OUE H-BT was dormant during the period. Accordingly, only the income available for distribution of OUE H-REIT has been presented.

(2) Number of Stapled Securities issued and issuable as at 31 December 2013.

(3) Includes approximately 5,178,000 Stapled Securities issuable to the REIT Manager as payment for the Acquisition Fee and the management fee in relation to CPCA and CPEX at an illustrative issue price of S$0.88 per Stapled Security.

(4) Includes approximately 142,045,000 Stapled Securities issued for the acquisition of CPCA and CPEX at an illustrative issue price of S$0.88 per Stapled Security.

5.1.2 Pro Forma NAV

FOR ILLUSTRATIVE PURPOSE ONLY:

(i) The pro forma financial effects of the acquisition of CPCA on the NAV per Stapled Security as at 31 December 2013 as if the acquisition were completed on 31 December 2013 are as follows:

	Before the Acquisition of CPCA	After the Acquisition of CPCA – Scenario 1(a) (Full Debt Funding)	After the Acquisition of CPCA – Scenario 2(a) (Debt & Equity Funding)
NAV (S$'000)	1,211,626	1,212,126	1,285,626
No. of Stapled Securities ('000)	1,313,363(1)	1,315,835(2)	1,401,062(2)(3)
NAV per Stapled Security (S$)	0.92	0.92	0.92

Notes:

(1) Number of Stapled Securities issued and issuable as at 31 December 2013.

(2) Includes approximately 2,472,000 Stapled Securities issuable to the REIT Manager as payment for the acquisition fee for CPCA at an illustrative issue price of S$0.88 per Stapled Security.

(3) Includes approximately 85,227,000 Stapled Securities issued for the acquisition of CPCA at an illustrative issue price of S$0.88 per Stapled Security.

(ii) The pro forma financial effects of the acquisition of CPCA and CPEX on the NAV per Stapled Security as at 31 December 2013 as if the acquisition were completed on 31 December 2013 are as follows:

	Before the Acquisition of CPCA and CPEX	After the Acquisition of CPCA and CPEX – Scenario 1(b) (Full Debt Funding)	After the Acquisition of CPCA and CPEX – Scenario 2(b) (Debt & Equity Funding)
NAV (S$'000)	1,211,626	1,213,326	1,335,826
No. of Stapled Securities ('000)	1,313,363(1)	1,317,582(2)	1,459,627(2)(3)
NAV per Stapled Security (S$)	0.92	0.92	0.92

Notes:

(1) Number of Stapled Securities issued and issuable as at 31 December 2013.

(2) Includes approximately 4,219,000 Stapled Securities issuable to the REIT Manager as payment for the acquisition fee for CPCA and CPEX at an illustrative issue price of S$0.88 per Stapled Security.

(3) Includes approximately 142,045,000 Stapled Securities issued for the acquisition of CPCA and CPEX at an illustrative issue price of S$0.88 per Stapled Security.

5.1.3 Pro Forma Capitalisation

FOR ILLUSTRATIVE PURPOSE ONLY:

The following table sets forth the pro forma capitalisation of the Stapled Group as at 31 December 2013, as if OUE H-REIT had completed the acquisition of CPCA on 31 December 2013.

	Before the Acquisition of CPCA	After the Acquisition of CPCA – Scenario 1(a) (Full Debt Funding)	After the Acquisition of CPCA – Scenario 2(a) (Debt & Equity Funding)
	(S$'000)	(S$'000)	(S$'000)
Secured borrowings (long-term)	587,000	880,950	807,450
Aggregate Leverage	32.0%	41.4%	38.0%
Stapled Securityholders' funds	1,211,626	1,212,126	1,285,626
Total Capitalisation	1,798,626	2,093,076	2,093,076

The following table sets forth the pro forma capitalisation of the Stapled Group as at 31 December 2013, as if OUE H-REIT had completed the acquisition of CPCA and CPEX on 31 December 2013.

	Before the Acquisition of CPCA and CPEX (S$'000)	After the Acquisition of CPCA and CPEX – Scenario 1(b) (Full Debt Funding) (S$'000)	After the Acquisition of CPCA and CPEX – Scenario 2(b) (Debt & Equity Funding) (S$'000)
Secured borrowings (long-term)	587,000	1,088,324	965,824
Aggregate Leverage	32.0%	46.7%	41.4%
Stapled Securityholders' funds	1,211,626	1,213,326	1,335,826
Total Capitalisation	1,798,626	2,301,650	2,301,650

5.2 Requirement for Stapled Securityholders' Approval

5.2.1 Relative figures computed on the bases set out in Rule 1006

The relative figures computed on the following bases set out in Rules 1006(b) and 1006(c) of the Listing Manual are as follows:

(i) the net profits attributable to the assets acquired compared with OUE H-Trust's net profits; and

(ii) the aggregate value of the consideration given compared with OUE H-Trust's market capitalisation.

The relative figure of the number of Stapled Securities issued by OUE H-REIT as consideration for an acquisition compared with the number of Stapled Securities previously in issue does not apply in relation to the Acquisition as no Stapled Securities will be issued as consideration for the Acquisition.

Comparison of:	CPCA (S$ million)	CPCA and CPEX (S$ million)	OUE H-Trust (S$ million)	Relative Figure (for CPCA) (%)	Relative Figure (for CPCA and CPEX) (%)
(Loss) / Profits	(0.4)(1)	(0.2)(1)	80.5(2)	(0.5)	(0.2)
Profits (excluding net change in fair value of investment properties)	1.3(1)	1.8(1)	29.5(2)	4.4	6.1
Consideration against market capitalisation	290.0	495.0	1,185.7(3)	24.5	41.7

Notes:

(1) Based on the pro forma financial information for FP2013, scenario 1 – fully funded by debt.

(2) Based on the FP2013 Audited Financial Statements.

(3) Based on 1,321,441,386 Stapled Securities in issue and the weighted average price of S$0.8973 per Stapled Security on the SGX-ST on the Latest Practicable Date.

The REIT Manager is of the view that the Acquisition is in the ordinary course of OUE H-Trust's business as it is within the investment policy of OUE H-Trust and does not change the risk profile of OUE H-Trust. As such, the Acquisition should not be subject to Chapter 10 of the Listing Manual. However, as the Acquisition is an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix, the Acquisition will still be subject to the approval of Stapled Securityholders.

5.2.2 Interested Person Transaction and Interested Party Transaction

As at the Latest Practicable Date, the Sponsor, on its own and through the REIT Manager, holds an aggregate interest in 453,274,017 Stapled Securities, which is equivalent to approximately 34.3% of the total number of Stapled Securities in issue, and is therefore regarded as a "controlling Stapled Securityholder" of OUE H-Trust under the Listing Manual and the Property Funds Appendix. In addition, as the REIT Manager is a wholly-owned subsidiary of the Sponsor, the Sponsor is therefore regarded as a "controlling shareholder" of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

As the Vendor is a wholly-owned subsidiary of the Sponsor, for the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Vendor (being a subsidiary of a "controlling Stapled Securityholder" and a "controlling shareholder" of the REIT Manager) is (for the purposes of the Listing Manual) an "interested person" and (for the purposes of the Property Funds Appendix) an "interested party" of OUE H-REIT.

Interested Person Transaction (under the Listing Manual)

Under Chapter 9 of the Listing Manual, where OUE H-REIT proposes to enter into a transaction with an "interested person" (as defined in the Listing Manual) and the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S$100,000, with the same "interested person" during the same financial year) is equal to or exceeds 5.0% of OUE H-REIT's latest audited net tangible assets ("**NTA**"), Stapled Securityholders' approval is required in respect of the transaction.

Based on OUE H-REIT's audited financial statements for the period from 10 July 2013 (date of constitution) to 31 December 2013 (the "**FP2013 Audited Financial Statements**"), the NTA of OUE H-REIT was approximately S$1,211.6 million as at 31 December 2013. Accordingly, if the value of a transaction which is proposed to be entered into in the current financial year by OUE H-REIT with an "interested person" is, either in itself or in aggregation with all other earlier transactions (each of a value equal to or greater than S$100,000) entered into with the same "interested person" during the current financial year, equal to or in excess of approximately S$60.6 million, such a transaction would be subject to Stapled Securityholders' approval. Given the estimated Purchase Consideration of approximately S$495.0 million (which is 40.9% of the NTA of OUE H-REIT as at 31 December 2013), the value of the Acquisition exceeds the said threshold.

Interested Party Transaction (under the Property Funds Appendix)

Paragraph 5 of the Property Funds Appendix also imposes a requirement for Stapled Securityholders' approval for an "interested party transaction" by the REIT Trustee whose value exceeds 5.0% of OUE H-REIT's latest audited NAV. Based on the FP2013 Audited Financial Statements, the NAV of OUE H-REIT was approximately S$1,211.6 million as at 31 December 2013. Accordingly, if the value of a transaction which is proposed to be entered into by the REIT Trustee with an "interested party" (as defined in the Property Funds Appendix) is equal to or greater than approximately S$60.6 million, such a transaction would be subject to Stapled Securityholders' approval. Given the estimated Purchase Consideration of approximately S$495.0 million (which is 40.9% of the NTA of OUE H-REIT as at 31 December 2013), the value of the Acquisition exceeds the said threshold.

Therefore, the Acquisition and Master Leases will constitute "interested person transactions" under Chapter 9 of the Listing Manual as well as "interested party transactions" under the Property Funds Appendix, in respect of which Stapled Securityholders' approval is required.

The aggregate value of the Acquisition and Master Leases will exceed (i) 5.0% of OUE H-REIT's latest audited NTA, and (ii) 5.0% of OUE H-REIT's latest audited NAV. Therefore, the approval of Stapled Securityholders is required in relation to the Acquisition and Master Leases pursuant to Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, respectively.

5.3 Interests of Directors and Substantial Stapled Securityholders

As at the Latest Practicable Date, Mr Christopher James Williams is the Chairman and Non-Executive Director of the Managers as well as Deputy Chairman of the Sponsor.

Based on the Register of Directors' Stapled Securityholdings maintained by the Managers and save as disclosed in the table below, none of the Directors currently holds a direct or deemed interest in the Stapled Securities as at the Latest Practicable Date:

Name of Director	Direct Interest		Deemed Interest		Total no. of Stapled Securities held	%
	No. of Stapled Securities held	%	No. of Stapled Securities held	%		
Mr Christopher James Williams	–	–	360,000	0.03[(1)(4)]	360,000	0.03[(4)]
Mr Chong Kee Hiong	1,008,333	0.08[(4)]	200,000	0.01[(2)(4)]	1,208,333	0.09[(4)]
Mr Sanjiv Misra	400,000[(3)]	0.03[(4)]	–	–	400,000	0.03[(4)]
Mr Liu Chee Ming	400,000	0.03[(4)]	–	–	400,000	0.03[(4)]

Notes:

(1) Mr Christopher James Williams is deemed to be interested in the 360,000 Stapled Securities held by Idaman Investments Ltd. The entire share capital of Idaman Investments Ltd. is owned by a trust of which the beneficiaries include the wife and two children of Mr Christopher James Williams.

(2) Mr Chong Kee Hiong is deemed to be interested in the 200,000 Stapled Securities held by his spouse.

(3) The 400,000 Stapled Securities are held jointly by Mr Sanjiv Misra and his spouse.

(4) The stapled securityholding percentage is calculated based on 1,321,441,386 Stapled Securities in issue as at the Latest Practicable Date.

Based on the Register of Substantial Stapled Securityholders' Stapled Securityholdings maintained by the Managers, the Substantial Stapled Securityholders and their interests in the stapled securityholdings as at the Latest Practicable Date are as follows:

Name of Substantial Stapled Securityholder	Direct Interest		Deemed Interest		Total No. of Stapled Securities held	%
	No. of Stapled Securities held	%	No. of Stapled Securities held	%		
OUE Limited	440,432,631	33.33[(21)]	12,841,386[(1)]	0.97[(21)]	453,274,017	34.30[(21)]
OUE Realty Pte. Ltd. ("**OUER**")	83,752,176	6.34[(21)]	453,274,017[(2)]	34.30[(21)]	537,026,193	40.64[(21)]
Golden Concord Asia Limited ("**GCAL**")	19,400,558	1.47[(21)]	537,026,193[(3)]	40.64[(21)]	556,426,751	42.11[(21)]
Fortune Code Limited ("**FCL**")	–	–	556,426,751[(4)]	42.11[(21)]	556,426,751	42.11[(21)]

Name of Substantial Stapled Securityholder	Direct Interest		Deemed Interest		Total No. of Stapled Securities held	%
	No. of Stapled Securities held	%	No. of Stapled Securities held	%		
Lippo ASM Asia Property Limited ("**LAAPL**")	–	–	556,426,751(5)	42.11(21)	556,426,751	42.11(21)
Pacific Landmark Holdings Limited ("**Pacific Landmark**")	–	–	556,426,751(6)	42.11(21)	556,426,751	42.11(21)
HKC Property Investment Holdings Limited ("**HKC Property**")	–	–	556,426,751(7)	42.11(21)	556,426,751	42.11(21)
Hongkong Chinese Limited ("**HCL**")	–	–	556,854,084(8)	42.14(21)	556,854,084	42.14(21)
Hennessy Holdings Limited ("**HHL**")	17,000,000	1.29(21)	556,854,084(9)	42.14(21)	573,854,084	43.43(21)
Prime Success Limited ("**PSL**")	–	–	573,854,084(10)	43.43(21)	573,854,084	43.43(21)
Lippo Limited ("**LL**")	–	–	573,854,084(11)	43.43(21)	573,854,084	43.43(21)
Lippo Capital Limited ("**LCL**")	–	–	573,854,084(12)	43.43(21)	573,854,084	43.43(21)
Lanius Limited ("**Lanius**")	–	–	573,854,084(13)	43.43(21)	573,854,084	43.43(21)
Admiralty Station Management Limited ("**Admiralty**")	–	–	556,426,751(14)	42.11(21)	556,426,751	42.11(21)
ASM Asia Recovery (Master) Fund ("**AARMF**")	–	–	556,426,751(15)	42.11(21)	556,426,751	42.11(21)
ASM Asia Recovery Fund ("**AARF**")	–	–	556,426,751(16)	42.11(21)	556,426,751	42.11(21)
Argyle Street Management Limited ("**ASML**")	–	–	556,426,751(17)	42.11(21)	556,426,751	42.11(21)
Argyle Street Management Holdings Limited ("**ASMHL**")	–	–	556,426,751(18)	42.11(21)	556,426,751	42.11(21)
Kin Chan ("**KC**")	–	–	556,426,751(19)	42.11(21)	556,426,751	42.11(21)
V-Nee Yeh ("**VY**")	–	–	556,426,751(20)	42.11(21)	556,426,751	42.11(21)

Notes:

(1) OUE Limited is the holding company of the REIT Manager and has a deemed interest in the Stapled Securities held by the REIT Manager.

(2) OUER is the immediate holding company of OUE Limited and has a deemed interest in the Stapled Securities in which OUE Limited has direct and deemed interest.

(3) GCAL has a deemed interest in the Stapled Securities through the direct and deemed interests of its wholly-owned subsidiary, OUER. OUER is a wholly-owned subsidiary of GCAL.

(4) FCL has a deemed interest in the Stapled Securities through the direct and deemed interests of its wholly-owned subsidiary, GCAL.

(5) LAAPL is deemed to have an interest in the Stapled Securities in which its subsidiary, FCL, has a deemed interest.

(6) LAAPL is jointly held by Pacific Landmark and Admiralty. Accordingly, Pacific Landmark is deemed to have an interest in the Stapled Securities in which LAAPL has a deemed interest.

(7) HKC Property is the immediate holding company of Pacific Landmark. Accordingly, HKC Property is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest.

(8) HCL is an intermediate holding company of Pacific Landmark. Accordingly, HCL is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest, as well as a deemed interest in 427,333 Stapled Securities (the "**HCL Stapled Securities**") arising from the distribution in specie of the HCL Stapled Securities by the Sponsor to a wholly-owned subsidiary of HCL.

(9) HHL is an intermediate holding company of Pacific Landmark. Accordingly, HHL is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest. In addition, HHL is deemed to have an interest in the HCL Stapled Securities in which HCL has a deemed interest.

(10) PSL is an intermediate holding company of Pacific Landmark. Accordingly, PSL is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest. In addition, PSL has a deemed interest in the HCL Stapled Securities and the 17,000,000 Stapled Securities directly held by HHL (the **"HHL Stapled Securitie**s").

(11) LL is an intermediate holding company of Pacific Landmark. Accordingly, LL is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest. In addition, LL has a deemed interest in the HCL Stapled Securities and the HHL Stapled Securities.

(12) LCL is a holding company of Pacific Landmark. Accordingly, LCL is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest. In addition, LCL has a deemed interest in the HCL Stapled Securities and the HHL Stapled Securities.

(13) Lanius is the holder of the entire issued shares capital of LCL, which in turn is a holding company of Pacific Landmark. Accordingly, Lanius is deemed to have an interest in the Stapled Securities in which Pacific Landmark has a deemed interest. In addition, Lanius has a deemed interest in the HCL Stapled Securities and the HHL Stapled Securities. Lanius is the trustee of a discretionary trust the beneficiaries of which include Dr. Stephen Riady and other members of his family. Dr. Stephen Riady is also the Chairman of LL and HCL, both of which have a deemed interest in the Stapled Securities.

(14) LAAPL is jointly held by Pacific Landmark and Admiralty. Accordingly, Admiralty is deemed to have an interest in the Stapled Securities in which LAAPL has a deemed interest.

(15) AARMF is a majority shareholder of Admiralty. Accordingly, AARMF is deemed to have an interest in the Stapled Securities in which Admiralty has a deemed interest.

(16) AARF is a majority shareholder of AARMF. Accordingly, AARF is deemed to have an interest in the Stapled Securities in which AARMF has a deemed interest.

(17) ASML manages AARF. Accordingly, ASML is deemed to have an interest in the Stapled Securities in which AARF has a deemed interest.

(18) ASMHL is the immediate holding company of ASML. Accordingly, ASMHL is deemed to have an interest in the Stapled Securities in which ASML has a deemed interest.

(19) KC is the beneficial holder of more than 20% of the issued share capital of ASMHL. Accordingly, KC is deemed to have an interest in the Stapled Securities in which ASMHL has a deemed interest.

(20) VY is the beneficial holder of more than 20% of the issued share capital of ASMHL. Accordingly, VY is deemed to have an interest in the Stapled Securities in which ASMHL has a deemed interest.

(21) The stapled securityholding percentage is calculated based on 1,321,441,386 issued Stapled Securities as at the Latest Practicable Date.

Save as disclosed above and based on information available to the Managers as at the Latest Practicable Date, none of the Directors or the Substantial Stapled Securityholders has an interest, direct or indirect, in the Acquisition and Master Leases.

5.4 Directors' Service Contracts

No person is proposed to be appointed as a director of the Managers in connection with the Acquisition and Master Leases or any other transactions contemplated in relation to the Acquisition and Master Leases.

6. RECOMMENDATIONS

Based on the opinion of the IFA (as set out in the IFA Letter in **Appendix B** of this Circular) and having regard to the rationale for the Acquisition and Master Leases set out in paragraph 4 above, the Independent Directors and the Audit and Risk Committee believe that the Acquisition and Master Leases (including the Income Support) are based on normal commercial terms and not prejudicial to the interests of OUE H-Trust and the minority Stapled Securityholders.

Accordingly, the Independent Directors recommend that Stapled Securityholders vote at the EGM in favour of the Ordinary Resolution to approve the Acquisition and Master Leases.

7. EXTRAORDINARY GENERAL MEETING

The EGM will be held on 13 January 2015 at 2.30 p.m. at Mandarin Orchard Singapore, Mandarin Ballroom I, 6th Floor, Main Tower, 333 Orchard Road, Singapore 238867 for the purpose of considering and, if thought fit, passing with or without modification, the Ordinary Resolution in the Notice of Extraordinary General Meeting, which is set out on page D-1 of this Circular. The purpose of this Circular is to provide Stapled Securityholders with relevant information about the resolution.

A Depositor shall not be regarded as a Stapled Securityholder entitled to attend the EGM and to speak and vote unless he is shown to have Stapled Securities entered against his name in the Depository Register, as certified by The Central Depository (Pte) Limited ("**CDP**") as at 48 hours before the time fixed for the EGM.

8. PROHIBITION ON VOTING

Rule 919 of the Listing Manual prohibits interested persons and their associates from voting on a resolution in relation to a matter in respect of which such persons are interested in at the EGM.

Given that CPCA and CPEX will be acquired from the Vendor which is a wholly-owned subsidiary of the Sponsor and that CPCA and CPEX will be leased to the Vendor upon completion of the Acquisition, the Sponsor and its associates are prohibited from voting on the Ordinary Resolution.

For the purposes of good corporate governance, Mr Christopher James Williams (being a director of the Sponsor) and Mr Chong Kee Hiong will abstain from voting at the EGM on the Ordinary Resolution.

9. ACTION TO BE TAKEN BY STAPLED SECURITYHOLDERS

Stapled Securityholders will find enclosed in this Circular the Notice of Extraordinary General Meeting and a Proxy Form.

If a Stapled Securityholder 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 Stapled Security Registrar and Stapled Security Transfer Office, Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not later than 11 January 2015 at 2.30 p.m., being 48 hours before the time fixed for the EGM. The completion and return of the Proxy Form by a Stapled Securityholder will not prevent him from attending and voting in person if he so wishes.

Persons who have an interest in the approval of the Resolution must decline to accept appointment as proxies unless the Stapled Securityholder concerned has specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of the Resolution.

10. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Acquisition, the Master Leases, OUE H-Trust and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in the Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

11. CONSENTS

Each of the IFA and the Independent Property Valuers has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and, respectively, the IFA Letter and the valuation certificates and all references thereto, in the form and context in which they are included in this Circular.

12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the registered office of the Managers[1] at 333 Orchard Road #33-00, Singapore 238867, from the date of this Circular up to and including the date falling three months after the date of this Circular:

(i) the CPCA SPA (which sets out the agreed form of the CPCA Master Lease Agreement);

(ii) the CPCA Put Option Agreement;

(iii) the CPEX SPA (which sets out the agreed form of the Combined Master Lease Agreement and the Deed of Income Support);

(iv) the Combined Put Option Agreement;

(v) the IFA Letter;

(vi) the full valuation reports on CPCA and CPEX issued by the Independent Property Valuers;

(vii) the FP2013 Audited Financial Statements; and

(viii) the written consent of each of the IFA and the Independent Property Valuers.

1 Prior appointment with the Managers (telephone number: +65 6831 6227) will be appreciated.

13. STAPLED SECURITYHOLDERS' ENQUIRY HELPLINE

Stapled Securityholders may contact the Managers through the following helpline or email the Managers at enquiry@oueht.com, should they have any enquires in relation to this Circular:

Telephone number	:	+65 6831 6227
Time	:	Between 10:00 am and 5:00 pm Monday to Friday (excluding public holidays)

Yours faithfully

OUE Hospitality REIT Management Pte. Ltd.
(as manager of OUE Hospitality Real Estate Investment Trust)

OUE Hospitality Trust Management Pte. Ltd.
(as trustee-manager of OUE Hospitality Business Trust)

Chong Kee Hiong
Chief Executive Officer and Executive Director

IMPORTANT NOTICE

The value of Stapled Securities and the income derived from them may fall as well as rise. Stapled Securities are not obligations of, deposits in, or guaranteed by, the REIT Manager, the REIT Trustee, the Trustee-Manager or any of their affiliates. An investment in Stapled Securities is subject to investment risks, including the possible loss of the principal amount invested.

Investors have no right to request the REIT Manager or the Trustee-Manager or any of their affiliates to redeem their Stapled Securities while the Stapled Securities are listed. It is intended that Stapled Securityholders may only deal in their Stapled Securities through trading on the SGX-ST. Listing of the Stapled Securities on the SGX-ST does not guarantee a liquid market for the Stapled Securities.

The past performance of OUE H-Trust is not necessarily indicative of the future performance of OUE H-Trust.

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 Managers' current view of future events.

If you have sold or transferred all your Stapled Securities, 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.

GLOSSARY

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

Acquisition	:	The acquisition of CPCA and CPEX
Acquisition Fee	:	The acquisition fee payable to the REIT Manager for the Acquisition pursuant to the OUE H-REIT Trust Deed of approximately S$3.7 million (being 0.75% of the Purchase Consideration)
Audit and Risk Committee	:	The audit and risk committee of the REIT Manager
CAG	:	Changi Airport Group (Singapore) Pte. Ltd.
CAAS	:	Civil Aviation Authority of Singapore
CDP	:	The Central Depository (Pte) Limited
Chesterton	:	Chesterton Singapore Pte. Ltd.
Combined CPCA Lease	:	The registered lease for the combined strata lot comprising CPCA and CPEX
Combined Master Lease	:	The master lease of CPCA and CPEX to the Vendor as master lessee for the same tenure as the CPCA Master Lease pursuant to the Combined Master Lease Agreement
Combined Master Lease Agreement	:	The supplemental lease agreement to be entered into between the REIT Trustee, the REIT Manager and the Vendor in relation to the master lease of CPCA and CPEX on completion of the acquisition of CPEX to vary the CPCA Master Lease Agreement
Combined Put Option	:	OUE H-REIT's irrevocable right to require the Vendor to acquire CPCA and CPEX pursuant to the terms of the Combined Put Option Agreement
Combined Put Option Agreement	:	The put option agreement entered into between the REIT Trustee and the Vendor in respect of both CPCA and CPEX
Combined Site	:	The whole of CPCA and CPEX
Completion Date	:	Date of completion of the acquisition of CPEX
CPCA	:	Crowne Plaza Changi Airport, which is located at 75 Airport Boulevard, Singapore 819664
CPCA Building Agreement	:	The building agreement dated 13 April 2006 (as amended and supplemented by the first supplemental agreement dated 31 August 2009) entered into between CAAS (as head lessor) and the Vendor and as further amended and supplemented by the second supplemental agreement dated 7 April 2011 entered into between CAG and the Vendor
CPCA Lease	:	Lease of the CPCA Site

CPCA Master Lease	:	The master lease of CPCA to the Vendor as master lessee from the date of completion of the acquisition of CPCA to 27 May 2028 (inclusive of both dates), with an option given to the Vendor to renew for two consecutive terms of five years each
CPCA Master Lease Agreement	:	The master lease agreement to be entered into between the REIT Trustee, the REIT Manager and the Vendor in relation to the master lease of CPCA on completion of the acquisition of CPCA
CPCA Put Option	:	OUE H-REIT's irrevocable right to require the Vendor to acquire CPCA (through the assignment of the CPCA Building Agreement back to the Vendor) pursuant to the terms of the CPCA Put Option Agreement
CPCA Put Option Agreement	:	The put option agreement entered into between the REIT Trustee and the Vendor in respect of CPCA
CPCA SPA	:	The conditional sale and purchase agreement entered into between the REIT Trustee and the Vendor in relation to the acquisition of CPCA
CPCA Site	:	The strata lot on which CPCA is situated
CPEX	:	The future extension to CPCA on a site which is adjacent to CPCA
CPEX Building Agreement	:	The building agreement in respect of CPEX dated 20 November 2014 entered into between CAG and the Vendor
CPEX SPA	:	The conditional sale and purchase agreement entered into between the REIT Trustee and the Vendor in relation to the acquisition of CPEX
Deed of Income Support	:	The deed of income support to be entered into between the Vendor and REIT Trustee
Director	:	A director of the Managers
DPS	:	Distribution per Stapled Security
EGM	:	Extraordinary general meeting
Existing Portfolio	:	OUE H-REIT's existing portfolio, comprising Mandarin Orchard Singapore and Mandarin Gallery
FF&E	:	Furniture, fixtures and equipment
FP2013	:	The financial period from 25 July 2013 to 31 December 2013
FP2013 Audited Financial Statements	:	The audited consolidated financial statements of OUE H-REIT for the period from 10 July 2013 (date of constitution) to 31 December 2013
GFA	:	Gross floor area
Head Lessor	:	The head lessor of CPCA and the site on which CPEX is or shall be situated

IFA	:	PricewaterhouseCoopers Corporate Finance Pte Ltd, in its capacity as the Independent Financial Adviser
IFA Letter	:	The letter from the IFA to the Independent Directors and the Audit and Risk Committee containing its advice as set out in **Appendix B** of this Circular
IHG	:	InterContinental Hotels Group
Income Support	:	The income support arrangement in relation to CPEX
Independent Directors	:	The independent directors of the REIT Manager
Independent Property Valuers	:	Chesterton and JLL
Interested Party Transaction	:	Has the meaning ascribed to it in the Property Funds Appendix
Interested Person Transaction	:	Has the meaning ascribed to it in the Listing Manual
JLL	:	Jones Lang LaSalle Property Consultants Pte Ltd
Latest Practicable Date	:	17 December 2014, being the latest practicable date prior to the printing of this Circular
Listing Manual	:	The Listing Manual of the SGX-ST
Managers	:	The REIT Manager and the Trustee-Manager
MAS	:	Monetary Authority of Singapore
Master Leases	:	The CPCA Master Lease and the Combined Master Lease
MRT	:	Mass rapid transit
NAV	:	Net asset value
NPI	:	Net property income
NTA	:	Net tangible assets
Ordinary Resolution	:	A resolution proposed and passed as such by a majority of votes being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of a meeting of holders of units in OUE H-REIT, or as the case may be, units in OUE H-BT, duly convened and held
OUE H-BT	:	OUE Hospitality Business Trust
OUE H-REIT	:	OUE Hospitality Real Estate Investment Trust
OUE H-REIT Trust Deed	:	The trust deed dated 10 July 2013 constituting OUE H-REIT
OUE H-Trust	:	OUE Hospitality Trust
Property Funds Appendix	:	Appendix 6 of the Code on Collective Investment Schemes issued by the MAS
Purchase Consideration	:	The aggregate purchase consideration payable to the Vendor in connection with the Acquisition of S$495.0 million

REIT	:	Real estate investment trust
REIT Manager	:	OUE Hospitality REIT Management Pte. Ltd., in its capacity as manager of OUE H-REIT
REIT Trustee	:	RBC Investor Services Trust Singapore Limited, in its capacity as trustee of OUE H-REIT
RevPAR	:	Revenue per available room
SGX-ST	:	Singapore Exchange Securities Trading Limited
SLA	:	Singapore Land Authority
Sponsor	:	OUE Limited
Sponsor's Undertaking	:	The undertaking given by the Sponsor in relation to the CPCA Put Option and the Combined Put Option
Sq ft	:	Square feet
Stapled Group	:	The stapled group comprising OUE H-REIT and its subsidiary and OUE H-BT
Stapled Securities	:	The stapled securities in OUE H-Trust
Stapled Securityholder	:	Stapled securityholder of OUE H-Trust
Substantial Stapled Securityholder	:	A person with an interest in Stapled Securities constituting not less than 5.0% of the total number of Stapled Securities in issue
TOP	:	Temporary occupation permit
Total Acquisition Cost	:	The total cost of the Acquisition of S$505.0 million to S$507.5 million
Trustee-Manager	:	OUE Hospitality Trust Management Pte. Ltd., in its capacity as trustee-manager of OUE H-BT
Vendor	:	OUE Airport Hotel Pte. Ltd.
YTD Sep 2014	:	The first nine months of 2014

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 mended or re-enacted.

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

DETAILS OF CPCA AND CPEX AND THE EXISTING PORTFOLIO

1. CPCA AND CPEX

1.1 Description of CPCA and CPEX

CPCA, which is located at 75 Airport Boulevard, Singapore 819664, is a nine-storey business hotel managed by IHG. The hotel building, which is designed by the award-winning architectural firm WOHA, contains 320 rooms, including 27 suites, and has a total gross floor area ("**GFA**") of approximately 336,894 square feet ("**sq ft**"). Being an airport hotel, CPCA's guest rooms are designed and built to be insulated from noise from the airport runway, aircraft operations and the surrounding highway. It also has four F&B outlets and eight meeting rooms (including a ballroom). CPCA was officially opened in May 2008. The global brand name hotel is situated within the vicinity of the passenger terminals of Changi Airport, and was voted Best Airport Hotel (Singapore) at the Asia-Pacific Hotel Awards 2013 and one of the World's Best Airport Hotels at the Skytrax World Airport Awards 2013 and 2014.

CPEX is an adjacent rooms-only extension to CPCA and it will be linked to CPCA by a link-way on the second floor of both the CPCA and CPEX buildings. CPEX will add 243 hotel rooms to the existing 320 hotel rooms of CPCA, and the integrated complex will offer a total of 563 hotel rooms upon the expected completion of CPEX by the end of 2015 but not later than June 2016.

CPCA is connected to Changi Airport Terminal 3 on both the arrival and departure levels and easily accessible from Changi Airport Terminals 1 and 2 by the airport skytrain. It is within a short distance to Changi Business Park and Singapore Expo, and is connected to the city by expressway and MRT.

1.2 Selected Information on CPCA

The table below sets out a summary of selected information on CPCA as at the Latest Practicable Date.

Location	75 Airport Boulevard, Singapore 819664
Leasehold Tenure	Approximately 68 years remaining, expiring on 29 August 2083
Issue of TOP	9 April 2008 / 20 May 2008 / 6 February 2009
Issue of CSC	30 September 2009
Approximate GFA	31,298.48 sq m (336,894 sq ft)
Number of Available Rooms	320(1)
F&B Outlets	Azur Imperial Treasure Lobby Lounge Bar' 75
Meeting and Function Facilities	Eight meeting rooms (including a ballroom)
Valuation by JLL (S$ million) (as at 30 September 2014)	290.0
Valuation by Chesterton (S$ million) (as at 30 September 2014)	291.5
Purchase Consideration (S$ million)	290.0
Proposed Master Lessee	Vendor

Term of Proposed Master Lease	From the date of completion of the acquisition of CPCA to 27 May 2028 (inclusive of both dates), with an option given to the Vendor to renew for two consecutive terms of five years each

Note:

(1) This excludes CPEX, comprising additional 243 hotel rooms, which is expected to be completed by the end of 2015 but not later than June 2016.

1.3 Selected information on CPEX

The table below sets out a summary of selected information on CPEX as at the Latest Practicable Date.

Location	Lot 04594L PT MK 31 Airport Boulevard
Leasehold Tenure	Approximately 68 years remaining, expiring on 29 August 2083
Estimated Issue of TOP	After completion of construction of CPEX which is expected to take place by the end of 2015 but not later than 30 June 2016
Estimated Issue of CSC	Six months from issue of TOP
Approximate GFA	9,615 sq m (103,495 sq ft)
Number of Available Rooms	243
Valuation by JLL (S$ million) (as at 30 September 2014)	201.0
Valuation by Chesterton (S$ million) (as at 30 September 2014)	206.5
Purchase Consideration (S$ million)	205.0
Proposed Master Lessee	Vendor
Term of Proposed Master Lease	Same tenure as per the CPCA Master Lease

2. EXISTING PORTFOLIO

2.1 Overview of the Existing Portfolio

The table below sets out selected information about the Existing Portfolio (as at the Latest Practicable Date 2014).

	Mandarin Orchard Singapore	**Mandarin Gallery**
Location	333 Orchard Road, Singapore 238867	333A Orchard Road, Mandarin Gallery, Singapore 238897
Market Segment/Property Type	Upscale hotel	Retail mall with high-end fashion, lifestyle, services and F&B tenants
Leasehold Tenure	99-year leasehold interest commencing 1 July 1957	99-year leasehold interest commencing 1 July 1957
Approximate GFA (sq ft)	990,277	196,336
Retail NLA (sq ft)	N.A.	125,293
Number of Available Rooms	1,077	N.A.
Carpark Lots	441[(1)]	Shared with Mandarin Orchard Singapore

	Mandarin Orchard Singapore	Mandarin Gallery
Hotel F&B Outlets	Bar on 5 Chatterbox Coffee & Crust Shisen Hanten Triple Three	N.A.
Hotel Meeting and Function Facilities	Three ballrooms Eight meeting rooms	N.A.
Master Lessee	Sponsor	N.A.
Term of Master Lease	Initial term of 15 years with an option for the master lessee of Mandarin Orchard Singapore to extend for another 15 years upon expiry	N.A.
Valuation (as at 31 December 2013) (S$ million)	1,220.0	536.0

Note:

(1) The owner of the adjoining property (8 Grange Road, Singapore 239695) enjoys certain rights to use the carpark lots within the property.

INDEPENDENT FINANCIAL ADVISER'S LETTER

26 December 2014

The Independent Directors and the Audit and Risk Committee
OUE Hospitality REIT Management Pte. Ltd.
(In its capacity as manager of OUE Hospitality Real Estate Investment Trust)
333 Orchard Road, #33-00
Singapore 238867

RBC Investor Services Trust Singapore Limited
(In its capacity as trustee of OUE Hospitality Real Estate Investment Trust)
20 Cecil Street, Equity Plaza, #28-01
Singapore 049705

Dear Sirs

THE PROPOSED ACQUISITION OF CROWNE PLAZA CHANGI AIRPORT AND ITS FUTURE EXTENSION FROM INTERESTED PERSONS, AND THE PROPOSED ENTRY INTO A NEW MASTER LEASE AGREEMENT WITH INTERESTED PERSONS

*For the purpose of this letter, capitalised terms not otherwise defined shall have the meaning given to them in the circular (the "**Circular**") to the stapled securityholders of OUE H-TRUST ("**Stapled Securityholders**")*

1 INTRODUCTION

1.1 This letter ("**Letter**") has been prepared for inclusion in the Circular to be issued by OUE Hospitality REIT Management Pte. Ltd. (the "**REIT Manager**"), in its capacity as REIT Manager of OUE Hospitality Real Estate Investment Trust ("**OUE H-REIT**"), in connection with, *inter alia*, the proposed 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**" or "**The Target Property**"), which the REIT Manager has identified as being suitable for acquisition by OUE H-REIT, and the entry into a new Master Lease Agreement ("**MLA**") in respect of CPCA and CPEX (together, the "**Proposed Transaction**") by OUE H-REIT.

OUE Hospitality Trust ("**OUE H-TRUST**") is a stapled group comprising OUE H-REIT and OUE Hospitality Business Trust ("**OUE H-BT**"). The asset portfolio of OUE H-REIT comprises the 1,077-room Mandarin Orchard Singapore and the 196,336 sq ft (by gross floor area) Mandarin Gallery. OUE H-BT, a Singapore-based business trust, is currently dormant.

As at 17 December 2014, OUE H-TRUST's sponsor, OUE Limited ("**OUE**" or the "**Sponsor**") on its own and through the REIT Manager, holds an aggregate interest in 453,274,017 Stapled Securities, which is equivalent to approximately 34.3% of the total number of Stapled Securities in issue.

This Letter sets out the factors considered by PricewaterhouseCoopers Corporate Finance Pte Ltd ("**PwCCF**") in relation to the Proposed Transaction, our recommendations to the Independent Directors of the REIT Manager (the "**Independent Directors**"), the Audit and Risk Committee of the REIT Manager (the "**Audit and Risk Committee**"), and RBC Investor Services Trust Singapore Limited (in its capacity as Trustee of OUE H-REIT) (the "**Trustee**"), and our opinion thereon, which shall form part of the Circular. The Circular and the Letter from the Directors of the REIT Manager (the "**Directors**") to the Stapled Securityholders (the "**Letter to Stapled Securityholders**") included therein will provide, *inter alia*, details of the Proposed Transaction and the recommendation(s) of the Independent Directors in relation to the Proposed Transaction, having considered PwCCF's advice in this Letter.

1.2 Background

We understand that OUE H-TRUST is seeking the approval of Stapled Securityholders for its proposed acquisition of CPCA and CPEX from OUE Airport Hotel Pte. Ltd. (the "**Vendor**"), a wholly-owned subsidiary of OUE, the Sponsor. In connection with the Acquisition, the Trustee has on 28 November 2014 entered into:

(i) a conditional sale and purchase agreement with the Vendor to acquire CPCA (the "**CPCA SPA**");

(ii) a put option agreement with the Vendor in respect of CPCA (the "**CPCA Put Option Agreement**");

(iii) a conditional sale and purchase agreement with the Vendor to acquire CPEX (the "**CPEX SPA**"); and

(iv) a put option agreement with the Vendor in respect of CPCA and CPEX (the "**Combined Put Option Agreement**").

On completion of the acquisition of CPCA, the Trustee, the REIT Manager and the Vendor shall enter into a master lease agreement (the "**CPCA Master Lease Agreement**") pursuant to which the Vendor will lease the whole of CPCA from the date of completion of the divestment of CPCA to 27 May 2028 (inclusive of both dates), with an option given to the Vendor to renew for two consecutive terms of five years each (the "**CPCA Master Lease**"). On completion of the acquisition of CPEX, the REIT Trustee, the REIT Manager and the Vendor shall enter into a supplemental lease agreement to vary the CPCA Master Lease Agreement (the "**Combined Master Lease Agreement**"), pursuant to which the Vendor will lease the whole of CPCA and CPEX for the same tenure as the CPCA Master Lease (the "**Combined Master Lease**", and together with the CPCA Master Lease, the "**Master Leases**"). The Trustee and the Vendor shall also enter into the Deed of Income Support on completion of the acquisition of CPEX.

Rule 906 of the Listing Manual requires, *inter alia*, the approval of the Stapled Securityholders for an interested person transaction if the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S$100,000, with the same interested person during the same financial year) is equal to or exceeds 5.0% of OUE H-REIT's latest audited NTA. Paragraph 5.2 of the Property Funds Appendix also imposes a similar requirement for an interested party transaction whose value exceeds 5.0% of OUE H-REIT's latest audited NAV.

As at the Latest Practicable Date, the Sponsor, on its own and through the REIT Manager, holds an aggregate interest in 453,274,017 Stapled Securities, which is equivalent to approximately 34.3% of the total number of Stapled Securities in issue, and is therefore regarded as a "controlling Stapled Securityholder" of OUE H-Trust under both the Listing Manual and the Property Funds Appendix. In addition, as the REIT Manager is a wholly-owned subsidiary of the Sponsor, the Sponsor is therefore regarded as a "controlling shareholder" of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

As the Vendor is a wholly-owned subsidiary of the Sponsor, for the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Vendor (being a subsidiary of a "controlling Stapled Securityholder" and a "controlling shareholder" of the REIT Manager) is (for the purposes of the Listing Manual) an "interested person" and (for the purposes of the Property Funds Appendix) an "interested party" of OUE H-REIT.

Therefore, the Proposed Transaction will constitute an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix, in respect of which the approval of Stapled Securityholders is required.

Accordingly, in compliance with the requirements of Rule 906 of the Listing Manual and Paragraph 5.2 of the Property Funds Appendix, the Manager is seeking the approval of Stapled Securityholders for the Proposed Transaction.

It is in this context that PwCCF has been appointed to advise the Independent Directors, the Audit and Risk Committee and the Trustee and to provide an opinion as to whether the Proposed Transaction is on normal commercial terms and is not prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders.

Detailed information on the Proposed Transaction is set out in Section 2 of the Letter to Stapled Securityholders.

We recommend that the Independent Directors and the Audit and Risk Committee advise Stapled Securityholders to read the aforementioned section carefully.

2 TERMS OF REFERENCE

PwCCF have been appointed to advise the Independent Directors, the Audit and Risk Committee and the Trustee as to whether the Proposed Transaction is on normal commercial terms and is not prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders. We do not, by this Letter, make any representation or warranty in relation to the merits of the Proposed Transaction.

In line with the above stated objective, we have limited our evaluation to the terms of the Proposed Transaction and have not considered the commercial risks or merits. Our terms of reference do not require us to evaluate the strategic or long-term commercial merits of the Proposed Transaction or the future financial performance or prospects of OUE H-TRUST. However, we may draw upon the views of the Directors and management of the REIT Manager and their other professional advisers in arriving at our opinion. Such evaluations or comments remain the responsibility of the Directors and management of the REIT Manager.

We have held discussions with the management of the REIT Manager and have examined information provided by the REIT Manager and other publicly available information collated by us, upon which our opinion as set out in this Letter is based. We have not independently verified the information provided by the REIT Manager, whether written or verbally, and accordingly do not make any representation or warranty in respect of, and do not accept any responsibility for, the accuracy, completeness or adequacy of such information. We have nevertheless made reasonable enquiries and exercised our judgment on the reasonable use of such information, and have found no reason to doubt the accuracy or reliability of the information.

We have been furnished with the valuation reports for the Target Property issued by the independent property valuers ("**Independent Property Valuers**"). We have, however, not made an independent evaluation of the Target Property and have relied solely upon the valuation reports prepared by Jones Lang LaSalle Property Consultants Pte Ltd ("**JLL Valuation Report**") and Chesterton Singapore Pte. Ltd. ("**Chesterton Valuation Report**"). The respective valuation certificates and summaries prepared by the Independent Property Valuers are set out in **Appendix C** of the Letter to Stapled Securityholders.

We have relied upon the assurance of the Directors that the Circular has been approved by the Directors who have made all reasonable enquiries that, to the best of their knowledge and belief, the Circular constitutes full and true disclosure of all material facts about the Proposed Transaction. OUE H-TRUST and its subsidiaries, and the Directors, are not aware of any facts for which the omission of such facts would make any statement in the Circular misleading. Accordingly, the Directors collectively and individually accept responsibility for the accuracy of the information given in the Circular. The foregoing is as set out in the "Directors' Responsibility Statement" in Section 10 of the Letter to Stapled Securityholders.

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

Our opinion as set out in this Letter is based upon the following key considerations:

(i) Rationale for the Proposed Transaction;

(ii) Valuation of the Target Property as appraised by the Independent Property Valuers;

(iii) The property yield of the Target Property as compared with the yields of REITs holding comparable properties and listed on SGX-ST;

(iv) The market value per key of the Target Property as compared with comparable properties held by REITs listed on SGX-ST;

(v) The market value per key of the Target Property as compared with those observed as a result of transactions involving comparable properties;

(vi) The pro forma financial effects of the Proposed Transaction;

(vii) The proposed Master Leases as compared to Master Leases in place with REITs holding comparable properties and listed on SGX-ST;

(viii) The proposed Deed of Income Support for CPCA and CPEX; and

(ix) The prevailing market, economic, industry, monetary and other relevant conditions, together with any information made available to us as of 17 December 2014, being the Latest Practicable Date as defined in the Circular.

Conditions may change significantly over a short period of time and accordingly we assume no responsibility to update, revise or reaffirm our view in light of any subsequent development after the Latest Practicable Date that may affect our opinion contained herein. Stapled Securityholders should take note of any announcements relevant to their consideration of the Proposed Transaction which may be released by the REIT Manager or other sources after the Latest Practicable Date.

Our opinion is addressed to and for the Independent Directors, the Audit and Risk Committee and the Trustee in their deliberation of whether the Proposed Transaction is based on normal commercial terms and is not prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders. The statements and/or recommendations made by the Independent Directors shall remain the responsibility of the Independent Directors.

In preparing this Letter, we have not had regard to the specific investment objectives, financial situations, tax positions and/or unique needs and constraints of any Stapled Securityholder. As different Stapled Securityholders would have different investment objectives, we advise the Independent Directors to recommend that any individual Stapled Securityholder who may require specific advice in relation to his Stapled Securities should consult his stockbroker, bank manager, solicitor, accountant or other professional advisers.

Our opinion in relation to the Proposed Transaction should be considered in the context of the entirety of this Letter and the Circular.

3 PURPOSE AND SCOPE OF WORK OF THE INDEPENDENT PROPERTY VALUERS

3.1 Information on the Valuers

The following Independent Property Valuers were commissioned to assess the open market value of the Target Property:

(i) Jones Lang LaSalle Property Consultants Pte Ltd ("**JLL**") were appointed by the REIT Manager to assess the open market value of the Target Property as at 30 September 2014; and

(ii) Chesterton Singapore Pte. Ltd. ("**Chesterton**") were appointed by the Trustee to assess the open market value of the Target Property as at 30 September 2014.

3.2 Basis of valuation

The Independent Property Valuers have used the International Valuation Standards Committee's definition of market value, which is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

The Independent Property Valuers have assessed the open market value of the Target Property on two bases:

(i) Basis One: CPCA only (320 guestrooms)

(ii) Basis Two: CPCA and CPEX (563 guestrooms)

We note that the Proposed Transaction involves the Acquisition of the Target Property under Basis Two.

4 DETAILS CONCERNING THE PROPOSED TRANSACTION

4.1 Estimated Consideration for the Proposed Transaction

The estimated Total Acquisition Cost is S$505.0 million to S$507.5 million, comprising:

(i) The Purchase Consideration of S$495.0 million;

(ii) The Acquisition Fee payable to the REIT Manager for the Acquisition pursuant to the OUE H-REIT Trust Deed of approximately S$3.7 million (being 0.75% of the Purchase Consideration); and

(iii) The estimated professional and other fees and expenses incurred or to be incurred by OUE H-REIT in connection with the Acquisition of approximately S$1.3 million; and

(iv) The estimated debt and/or equity financing related costs of approximately S$5.0 million to S$7.5 million.

As the Proposed Transaction will constitute an Interested Person Transaction under the Listing Manual and an Interested Party Transaction under the Property Funds Appendix, the total acquisition fee payable to the REIT Manager will be in the form of Stapled Securities, which shall not be sold within one year from the date of issuance.

The REIT Manager intends to finance the Proposed Transaction (save for the Acquisition Fee payable in Stapled Securities to the REIT Manager) through debt and/or equity financing.

As at the Latest Practicable Date, the REIT Manager has in place the following debt facilities to finance the acquisition of CPCA:

(i) S$295.0 million secured term loan; and

(ii) S$43.0 million undrawn revolving credit facilities.

OUE H-REIT also has in place a US$1.0 billion Euro Medium Term Note programme. The purchase consideration for CPEX will be paid upon completion under the CPEX SPA, which is expected to occur by the end of 2015 but not later than June 2016. As mentioned above, the REIT Manager intends to finance the acquisition of CPEX through debt and/or equity financing.

4.2 The Target Property

CPCA, which is located at 75 Airport Boulevard, is a nine-storey business hotel with a total GFA of 336,894 sq ft. The hotel building, which is designed by award-winning architectural firm WOHA, contains 320 rooms, including 27 suites. Being an airport hotel, CPCA's guest rooms are designed to be insulated from noise from the airport runway, aircraft operations and the surrounding highway. It also has four F&B outlets and eight meeting rooms (including a ballroom). CPCA was officially opened in May 2008. The global brand name hotel is situated within the vicinity of the passenger terminals of Changi Airport, and was voted Best Airport Hotel (Singapore) at the Asia-Pacific Hotel Awards 2013 and one of the World's Best Airport Hotels at the Skytrax World Airport Awards 2013 and 2014.

CPEX is an adjacent rooms-only extension to CPCA and it will be linked to CPCA by a link-way on the second floor of both the CPCA and CPEX buildings. CPEX will add 243 hotel rooms to the existing 320 hotel rooms of CPCA, and the integrated complex will offer a total of 563 hotel rooms upon the expected completion of CPEX by the end of 2015, but not later than June 2016.

CPCA is connected to Changi Airport Terminal 3 on both the arrival and departure levels and is easily accessible from Changi Airport Terminals 1 and 2 via the airport skytrain. The hotel is within a short distance of Changi Business Park and Singapore Expo, and is connected to the city by the expressway and mass rapid transit.

The property is held on a lease with Changi Airport Group (Singapore) Pte. Ltd., expiring in approximately 68 years on 29 August 2083. The Hotel is currently operated by InterContinental Hotels (Singapore) Pte Ltd (under the brand name of "Crowne Plaza") under the terms of a Management Agreement, the initial 20 year term of which expires in May 2028, with two consecutive renewal terms of five years each by mutual agreement.

The following table sets out details of the Target Property:

	GFA (sq ft)	Number of rooms	GFA / room (sq ft)
CPCA	336,894	320	1,053
CPCA and CPEX	440,389	563	782

Source: Circular

A detailed description of the Target Property is set out in Section 2.1 of the Letter to Stapled Securityholders.

We recommend that the Independent Directors advise Stapled Securityholders to read the aforementioned section carefully.

4.2.1 The appraised Value of the Target Property

We set out below the appraised values of the Target Property, as appraised by the Independent Property Valuers:

	JLL		Chesterton
	Income Capitalisation (S$ m)	DCF (S$ m)	DCF (S$ m)
Basis One - CPCA	289.0	290.0	291.5
Basis Two - CPCA and CPEX	490.0	491.0	498.0

Source: JLL Valuation Report and Chesterton Valuation Report

4.3 Structure of the Proposed Transaction

The Acquisition will take place in two phases, with Phase 1 involving the acquisition of CPCA and Phase 2 involving the acquisition of CPEX.

Detailed information on the structure of the Proposed Transaction is set out in Section 2.5 of the Letter to Stapled Securityholders.

It is important for Stapled Securityholders to understand the terms in relation to the Proposed Transaction. Therefore we recommend that the Independent Directors advise Stapled Securityholders to read the aforementioned section carefully.

5 EVALUATION OF THE PROPOSED TRANSACTION

In our evaluation of whether the Proposed Transaction is based on normal commercial terms and is not prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders, we have taken into consideration the following key factors:

(i) Rationale for the Proposed Transaction;

(ii) Valuation of the Target Property as appraised by the Independent Property Valuers;

(iii) The property yield of the Target Property as compared with the yields of REITs holding comparable properties and listed on SGX-ST;

(iv) The market value per key of the Target Property as compared with comparable properties held by REITs listed on SGX-ST;

(v) The market value per key of the Target Property as compared with those observed as a result of transactions involving comparable properties;

(vi) The pro forma financial effects of the Proposed Transaction;

(vii) The proposed Master Leases as compared to Master Leases in place with REITs holding comparable properties and listed on SGX-ST;

(viii) The proposed Deed of Income Support for CPCA and CPEX; and

(ix) Other relevant considerations.

These factors are discussed in greater detail in the ensuing paragraphs.

5.1 Rationale for the Proposed Transaction

The full text of the REIT Manager's rationale for the Proposed Transaction is set out in Section 4 of the Letter to Stapled Securityholders.

We recommend that the Independent Directors advise Stapled Securityholders to read this section of the Circular carefully.

We have highlighted some of the salient points of the REIT Manager's rationale below:

(i) The Acquisition and Master Leases are expected to increase the Distribution per Stapled Security ("**DPS**") to Stapled Securityholders;

(ii) The Acquisition provides an opportunity for OUE H-REIT to acquire a quality asset in a strategic location;

(iii) The Master Leases provide income stability with downside protection and upside potential;

(iv) The Acquisition will reduce OUE H-REIT's concentration risk and provide further diversification; and

(v) The increased portfolio size post-Acquisition creates a stronger platform for further acquisition growth.

5.2 Valuation of the Target Property as appraised by the Independent Property Valuers

As set out in Section 3 of this Letter, JLL and Chesterton were commissioned to assess the open market values of the Target Property. Details of the appraised values of the Target Property have been set out in Section 4 of this Letter.

We set out below a brief summary of the valuation approaches adopted by each of the Independent Property Valuers:

Valuer	Income Capitalisation Method	DCF Approach
JLL	The net rental income for the first 5 periods is capitalised at an appropriate rate of return that reflects the current market investment criteria over the remaining lease term, in order to reflect the certain and potential risks acceptable to a prudent investor.	The cash outflows (comprising operating expenses) are deducted from the cash inflows of the property (comprising room revenue, F&B revenue and other minor inflows) to obtain the net cash flows. The property is assumed to be sold after the tenth year, with the proceeds added to the cash inflows. The stream of net cash flows is then discounted at an estimated required rate of return, built up from the capitalisation rate and the Singapore long-term inflation rate, to obtain the net present value.
Chesterton	Not Applicable	The projected net income stream for a projection period of ten years is derived from the net cash inflows (room revenue, F&B revenue and revenue from other operations) subtracting operating expenses (including property tax and insurance). The property is also assumed to be sold after the tenth year, with the proceeds added to the cash inflows. The cash flows are then discounted at a required rate of return, taking into account the investment return and yield requirement, as well as the inherent risks involved.

We note that in addition to the above two methods, JLL have additionally used the market comparison method as a cross check.

All the approaches are widely accepted methods for the purpose of valuing income producing properties.

We have set out below the capitalisation rates, discount rates and terminal yields used by the Independent Property Valuers in the income capitalisation and Discounted Cash Flow "**DCF**" approaches:

Valuer	Investment/ Capitalisation Method	DCF Approach	
	Capitalisation Rate (%)	Discount Rate (%)	Terminal Yield (%)
JLL	4.50%	6.75%	4.75%
Chesterton	Not Applicable	7.50%	4.50%

Source: JLL Valuation Report and Chesterton Valuation Report

We have made reasonable enquiries and have exercised our professional judgment in reviewing the information contained in the respective valuation reports. In our review, we found the information contained therein to be reasonable.

The market values of the Target Property, according to the two approaches adopted by JLL and Chesterton, and the Agreed Value, are set out below:

<table>
<tr><th rowspan="2"></th><th colspan="2">JLL</th><th colspan="2">Chesterton</th><th rowspan="2">Agreed Value[1] (S$ m)</th><th rowspan="2">MV/key (S$)</th></tr>
<tr><th>Income Capitalisation (S$ m)</th><th>DCF (S$ m)</th><th>Income Capitalisation (S$ m)</th><th>DCF (S$ m)</th></tr>
<tr><td>Basis One - CPCA</td><td>289.0</td><td>290.0</td><td>Not Applicable</td><td>291.5</td><td rowspan="2">495.0</td><td rowspan="2">879.0</td></tr>
<tr><td>Basis Two - CPCA and CPEX</td><td>490.0</td><td>491.0</td><td>Not Applicable</td><td>498.0</td></tr>
</table>

Source: JLL Valuation Report and Chesterton Valuation Report

Notes:

(1) The Agreed Value is for Basis Two only

The Independent Property Valuers have considered the Income Support and the annual land rent payable to CAG in arriving at their valuations and they are both of the view that the Income Support does not affect their valuations.

As illustrated in the table above, the Agreed Value is between the two respective independent valuations by JLL and Chesterton. Having considered the above, the Agreed Value and the Income Support appear to be on normal commercial terms and do not appear to be prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders.

5.3 The property yield of the Target Property as compared with the yields of REITs holding comparable properties and listed on SGX-ST

As there is limited information disclosed in relation to the yields achieved by individual properties sitting with REITs, we have compared the property yield of the Target Property with the overall property yields of REITs deigned to be holding comparable properties, and listed on SGX-ST. In selecting comparable REITs (the "**Comparable REITs**"), we have selected those holding only hotel assets, located in Singapore, and have additionally compared the property yield of the Target Property to the property yield of OUE H-REIT itself. It should be noted that the assets held by these Comparable REITs are not identical in nature to the Target Property.

Accordingly, the Independent Directors should note that any comparison made with respect to the Comparable REITs serves as an illustrative guide only.

A summary of our analysis is set our below:

REITs	Fiscal Year End	Country	Average lease tenure	Porfolio Value (S$ million)	NPI (S$ million)	NPI Yield (%)
Ascendas Hospitality Trust	Mar-14	Singapore	92 years	312	12.1	3.9%
CDL Hospitality Trust	Dec-13	Singapore	68 years	1,648	96.7	5.9%
Frasers Hospitality Trust	NA	Singapore	NA	490	NA[1]	NA[1]
Far East Hospitality Trust	Dec-13	Singapore	69 years	1,927	79.8	4.1%
Average						**4.6%**
Median						**4.1%**
CPCA				290.0		**4.5%[2]**
CPCA and CPEX				495.0		**4.6%[2]**

Source: Annual reports and Circulars

Notes:

(1) The historical NPI for Fraser Hospitality Trust is not available as the Trust was listed in July-14.
(2) Based on Section 4.1 of the Letter to Stapled Securityholders

Based on the above analysis, the NPI yield of CPCA is within the range and higher than the median yield achieved by Comparable REITs and the NPI yield of CPCA and CPEX is within the range, equal to the average and higher than the median yield achieved by Comparable REITs.

We also note that it is lower than the NPI yield of Mandarin Orchard Singapore, the only existing hotel property of OUE H-REIT. However, we understand that the Target Property has a different tenancy profile, location and remaining lease tenure compared to Mandarin Orchard Singapore.

Based on the above, the Agreed Value does not appear to be prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders.

5.4 The market value per key of the Target Property as compared with comparable properties held by REITs listed on SGX-ST

We have additionally compared the market value per key (market value per key being a widely accepted valuation metric in the hotel industry) of the Target Property to the market value per key of comparable properties held by REITs listed on SGX-ST.

In selecting comparable properties, we note that as the Crowne Plaza is the only full service, terminal-linked hotel at Changi Airport, there are no properties which are directly comparable to the Target Property in terms of location, quality and target market. We have therefore compared the Target Property to other hotels in Singapore which are deemed to be of a similar standard in terms of offering.

Set out in the table below are properties owned by REITs listed and traded on SGX-ST and considered to be similar to Crowne Plaza Changi Airport ("**Similar Properties**").

Whilst we have made our comparisons against the following selected properties as shown in the table below, we recognised that the selected properties are not identical to the Target Property in terms of hotel size and design, location, operating history, future prospects and other relevant criteria.

Accordingly, the Independent Directors should note that any comparison made with respect to the Similar Properties serves as an illustrative guide only.

Property	Location	Tenure	Owner	No of rooms	MV (S$ million)	Valuation Date	MV/key (S$'000)
Park Hotel Clarke Quay	1 Unity Street	Leasehold (92 years remaining)	Ascendas H-Trust	336	312.0	31-Mar-14	929
Orchard Hotel	442 Orchard Road	Leasehold (67 years remaining)	CDL H-Trust	656	455.5	31-Dec-13	694
Grand Copthorne Waterfront Hotel	392 Havelock Road	Leasehold (67years remaining)	CDL H-Trust	574	358.0	31-Dec-13	624
Novotel Singapore Clarke Quay	177A River Valley Road	Leasehold (62 years remaining)	CDL H-Trust	403	315.0	31-Dec-13	782
InterContinental Singapore	80 Middle Road	Leasehold (73 years remaining)	Fraser H-Trust	403	490.0	31-Dec-13	1,216
The Elizabeth Hotel	24 Mouth Elizabeth	Leasehold (73 years remaining)	Far East H-Trust	256	193.0	31-Dec-13	754
Oasia Hotel Singapore	8 Sinaran Drive	Leasehold (90 years remaining)	Far East H-Trust	428	330.0	31-Dec-13	771
Orchard Parade Hotel	1 Tanglin Road	Leasehold (48 years remaining)	Far East H-Trust	388	428.0	31-Dec-13	1,103
Rendezvous Hotel	9 Bras Basah Road	Leasehold (69 years remaining)	Far East H-Trust	298	277.0	31-Dec-13	930
Mandarin Orchard Singapore	333 Orchard Road	Leasehold (42 years remaining)	OUE H-REIT	1,077	1,220.0	31-Dec-13	1,133
Average							**885**
Median							**796**
CPCA	75 Airport Boulevard	Leasehold (68 years remaining)	OUE H-REIT	320	290.0		**906**
CPCA and CPEX	75 Airport Boulevard	Leasehold (68 years remaining)	OUE H-REIT	563	495.0		**879**

Source: Annual reports and Circulars

The agreed value according to Basis One of S$906,000 per key is within the range, and above the average and median market value per key of the Similar Properties.

The agreed value according to Basis Two of S$879,000 per key is within the range, and below the average but above the median market value per key of the Similar Properties.

However, we note that the Target Property is an upscale hotel with an international brand.

Based on the above, the Agreed Value does not appear to be prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders.

5.5 The market value per key of the Target Property as compared with those observed as a result of transactions involving comparable properties

We have also extracted information in respect of other similar properties transacted in the last 18 months (the "**Transacted Properties**"), in order to compare the Agreed Value per key with the Transacted Properties.

Similarly to when identifying Similar Properties, when selecting comparable Transacted Properties, we note that as the Crowne Plaza is the only full service, terminal-linked hotel at Changi Airport, there are no properties which are directly comparable to the Target Property in terms of location, quality and target market. We have therefore compared the Target Property to other hotels in Singapore which are deemed to be of a similar standard in terms of offering.

The Transacted Properties may differ from the Target Property in terms of hotel size and design, location, operating history, future prospects and other relevant criteria.

Accordingly, the Independent Directors should note that any comparison made with respect to the Transacted Properties serves as an illustrative guide only.

Property[1]	Location	Tenure	Transacted Date	Price (S$ million)	No of Rooms	Price / Key (S$'000)
Rendezvous Hotel	9 Bras Basah Road	Leasehold (69 years remaining)	Mar-13	264.3	298	887
Park Hotel Clarke Quay	1 Unity Street	Leasehold (92 years remaining)	Apr-13	300.0	336	893
The Duxton Hotel (former Berjaya Hotel)	67 Tanjong Pagar Rd	Leasehold (71 years remaining)	May-13	50.0	49	1,020
Gallery Hotel	1 Nanson Road	Freehold	Aug-13	230.0	223	1,031
Mandarin Orchard	333 Orchard Road	Leasehold (42 years remaining)	Aug-13	1,180.0	1,051	1,123
The Sentosa Resort & Spa	2 Bukit Manis Road	Leasehold (58 years remaining)	Aug-13	210.9	215	981
Hotel 1929	50 Keong Saik Road	Freehold	Sep-13	35.0	32	1,094
The Westin Singapore	12 Marina View	Leasehold (97 years remaining)	Dec-13	468.0	305	1,534
Hotel Grand Chancellor	3 Belilios Road	Leasehold[2]	Jun-14	248.0	328	756
Average						**1,035**
Median						**1,020**
CPCA	75 Airport Boulevard	Leasehold (68 years remaining)		290.0	320	**906**
CPCA and CPEX	75 Airport Boulevard	Leasehold (68 years remaining)		495.0	563	**879**

Source: News, company announcements and circulars

Notes:

(1) We have excluded the transactions of Grand Park Orchard Hotel, Park Avenue Changi Hotel and Park Regis Hotel as they are not pure hotel transactions (i.e. including retail podium, convention centre and office block).
(2) No further detail on the tenure is available.

At S$906,000 per key, the Agreed Value under Basis One is within the range, and less than the average and median of the Transacted Properties.

At S$879,000 per key, the Agreed Value under Basis Two is within the range, and less than the average and median of the Transacted Properties.

Taking into account the above, the Agreed Value does not appear to be prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders.

5.6 The pro forma financial effects of the Proposed Transaction

When looking at the impact of the Acquisition on the DPU to Stapled Securityholders, we consider the audited financial statements of the Stapled Group for the financial period ended 31 December 2013. Set out below are the pro forma impacts on the DPS to Stapled Securityholders of the Acquisition under two different scenarios and taking into account the following assumptions.

i. The purchase consideration for CPCA is S$290.0 million and the aggregate purchase consideration for CPCA and CPEX is S$495.0 million;

ii. Under scenario 1, the purchase consideration is 100% funded by debt:

  (a) bank borrowings of S$294.0 million were drawn down to fund the purchase consideration for the acquisition of CPCA and the consideration for the acquisition of CPCA; and

  (b) bank borrowings of S$501.3 million were drawn down to fund the aggregate purchase consideration for the acquisition of CPCA and CPEX and the associated costs.

iii. Under scenario 2, the purchase consideration is funded by a combination of debt and equity:

  (a) bank borrowings of S$220.5 million were drawn down and Stapled Securityholders' funds of S$75.0 million were raised to fund the purchase consideration for the acquisition of CPCA and the associated costs; and

  (b) bank borrowings of S$378.8 million were drawn down and Stapled Securityholders' funds of S$125.0 million were raised to fund the aggregate purchase consideration for the acquisition of CPCA and CPEX and the associated costs.

iv. The Acquisition Fee and management fees payable to the REIT Manager for the Acquisition are paid 100.0% in Stapled Securities; and

v. The Stapled Securities issued under Scenario 2(a) and 2(b) and as payment of the Acquisition Fee and management fees payable to the REIT Manager for the Acquisition are issued at an illustrative issue price of S$0.88 per Stapled Security.

The pro forma financial effects of the acquisition of CPCA on the DPS of the Stapled Group for the financial period ended 31 December 2013 as if OUE H-REIT had purchased CPCA on 25 July 2013 and held and operated CPCA through to 31 December 2013 are as follows:

	Before the Acquisition of CPCA	After the Acquisition of CPCA – Scenario 1(a)	After the Acquisition of CPCA – Scenario 2(a)
DPS (cents)	2.90	3.06	2.94

Source: Circular

The pro forma financial effects of the acquisition of CPCA and CPEX on the DPS of the Stapled Group for the financial period ended 31 December 2013 as if OUE H-REIT had purchased CPCA and CPEX on 25 July 2013 and held and operated CPCA and CPEX through to 31 December 2013 are as follows:

	Before the Acquisition of CPCA and CPEX	After the Acquisition of CPCA and CPEX – Scenario 1(b)	After the Acquisition of CPCA and CPEX – Scenario 2(b)
DPS (cents)	2.90	3.14	2.95

Source: Circular

5.7 The proposed MLA as compared to MLAs in place with REITs holding comparable properties and listed on SGX-ST

Immediately following the acquisition of the Target Property, RBC Investor Services Trust Singapore Limited, in its capacity as Trustee of OUE H-REIT (the "**Lessor**") will enter into a new MLA with OUE Airport Hotel Pte. Ltd. (the "**Lessee**").

Details of the proposed MLA are set out in Sections 2.11 and 2.12 of the Letter to Stapled Securityholders.

In order to determine if the proposed MLA is on normal commercial terms, we have compared the terms of the proposed MLA to those in place for hotels held by REITs listed on SGX-ST ("**Comparable MLAs**"), however, we note that the terms of each MLA will differ based on factors such as the exact type of property and the date of the MLA.

Accordingly, the Independent Directors should note that any comparison made with respect to the Comparable MLAs serves as an illustrative guide only.

REIT	Property	Date of MLA	Initial Term (years)	Total term with option	Renewal Option	Fixed Fees (S$ 'm)	Variable Fees	
							% Revenue	% GOP
CDL H-Trust	Studio M Hotel	Apr-11	20	20 + 20 + 20 + 10	Lessee	5.0	30%	20%
CDL H-Trust	Orchard Hotel	Jul-06	20	20 + 20	Lessee	10.3	20%	20%
CDL H-Trust	Grand Copthorne Waterfront Hotel	Jul-06	20	20 + 20	Lessee	7.2	20%	20%
CDL H-Trust	M Hotel	Jul-06	20	20 + 20	Lessee	6.1	20%	20%
CDL H-Trust	Copthorne King's Hotel	Jul-06	20	20 + 20	Lessee	2.8	20%	20%
Fraser H-Trust	InterContinental Singapore	Jun-14	20	20+20	Lessee	8.0	0%	76%
Far East H-REIT	Rendezvous Grand Hotel and Gallery	May-13	20	20 + 20	Lessee	6.5	33%	20%
Far East H-REIT	Albert Court Village Hotel	Aug-12	20	20 + 20	Lessee	3.5	33%	25%
Far East H-REIT	Changi Village Hotel	Aug-12	20	20 + 20	Lessee	7.5	33%	24%
Far East H-REIT	The Elizabeth Hotel	Aug-12	20	20 + 20	Lessee	5.5	33%	34%
Far East H-REIT	Landmark Village Hotel	Aug-12	20	20 + 20	Lessee	7.0	33%	29%
Far East H-REIT	Oasia Hotel	Aug-12	20	20 + 20	Lessee	8.0	33%	28%
Far East H-REIT	Orchard Parade Hotel	Aug-12	20	20 + 20	Lessee	10.0	33%	37%
Far East H-REIT	The Quincy Hotel	Aug-12	20	20 + 20	Lessee	2.5	33%	23%
OUE H-REIT	Mandarin Orchard	Dec-13	15	15 + 15	Lessee	45.0	33%	28%
Average						**9.0**	**27%**	**28%**
Median						**7.0**	**33%**	**24%**
OUE H-REIT[1]	**CPCA and CPEX**		**13.4**	**13.4+5+5**	**Lessee**	**22.5**	**33%**	**30%**

Source: News and Circulars

Notes:

(1) We note that the exact duration of the first term of the MLA for CPCA and CPEX will depend upon the date of signing of the MLA, however, the end date of the first term will be May 2028, in order to align the first term and renewal options with those of the existing Hotel Management Agreement. Assuming the MLA comes into effect on 1 January 2015, the exact duration of the first term will be 13 years and 5 months.

Based on our above analysis, the terms of the MLA are within the range, but higher than the average and median compared to Comparable MLAs.

Based on our evaluation, the proposed MLA does not appear to be prejudicial to the interests of OUE H-TRUST or its minority Stapled Securityholders.

5.8 The proposed Deed of Income Support for CPCA and CPEX

As CPEX is currently under construction, it is proposed that the Vendor shall enter into a Deed of Income Support, where the Vendor will agree to provide the Income Support from the Completion Date to (i) the day immediately preceding the third anniversary of the Completion Date, or (ii) the date when the initial balance of S$7.5 million deposited in the Income Support Account becomes zero. The grant of Income Support is intended to provide more stabilised level of income for CPCA and CPEX (upon its commencement of operations).

Calendar Quarter	Target Quarterly Rent
1st quarter to the 4th quarter from the Completion Date	S$7.25 million
5th quarter to the 8th quarter from the Completion Date	S$7.375 million
9th quarter to the 12th quarter from the Completion Date	S$7.50 million

We note that the Independent Property Valuers took into consideration the Income Support when valuing the Target Property and they are both of the view that the Income Support does not affect their valuations.

Detailed information on the proposed Income Support is set out in Section 2.13 of the Letter to Stapled Securityholders.

We recommend that the Independent Directors and the Audit and Risk Committee advise Stapled Securityholders to read the aforementioned section carefully.

6 OPINION

Having regard to our terms of reference, in arriving at our opinion, we have considered various factors deemed pertinent and to have significant bearing on our assessment of the Proposed Transaction. We have carefully considered the factors, and balanced them before reaching our opinion. Accordingly, it is important that this Letter, in particular, the considerations and information we have taken into account, be read in its entirety.

Our opinion is based solely on information made available to us as at the date of this Letter. The principal factors that we have taken into consideration in forming our opinion are summarised as below:

(i) The rationale for the Proposed Transaction;

(ii) Valuation of the Target Property as appraised by the Independent Property Valuers;

(iii) The property yield of the Target Property is within the range and above the median as compared with the yields of REITs holding comparable properties and listed on SGX-ST;

(iv) The market value per key of the Target Property at S$879,000 is within the range and below the average but above the median as compared with comparable properties held by REITs listed on SGX-ST;

(v) The Market value per key of the Target Property at S$879,000 is within the range and below the average and median as compared with those observed as a result of transactions involving comparable properties;

(vi) The Proposed Transaction is expected to be DPS accretive;

(vii) The proposed MLA as compared to MLAs in place with REITs holding comparable properties and listed on SGX-ST is within the range, but above the average and median;

(viii) The proposed Deed of Income Support for CPCA and CPEX; and

(ix) The prevailing market, economic, industry, monetary and other relevant conditions, together with any information made available to us as of 17 December 2014, being the Latest Practicable Date as defined in the Circular.

Having given due consideration to the rationale for the Proposed Transaction and taking into account our evaluation of the Proposed Transaction, and subject to the qualifications set out in this Letter, we are of the opinion as of the date of this Letter, the Proposed Transaction (including the proposed Income Support) is based on normal commercial terms and is not prejudicial to the interests of OUE H-TRUST and its minority Stapled Securityholders.

We advise the Independent Directors to recommend that Stapled Securityholders vote in favour of the Proposed Transaction to be proposed at the EGM, the notice of which is set out in the Circular. However, we wish to highlight that each Stapled Securityholder may have different investment objectives and considerations and hence should seek their own professional advice.

The foregoing recommendation is addressed to the Independent Directors, the Audit and Risk Committee and the Trustee for the purpose of their consideration of the Proposed Transaction. The recommendation made by the Independent Directors to Stapled Securityholders shall remain the responsibility of the Independent Directors. Whilst a copy of this Letter may be reproduced in the Circular, none of the Trustee, the REIT Manager, the Trust or the Directors may reproduce, disseminate or quote this Letter (or any part thereof) for any purpose other than for the Proposed Transaction and interested party transactions as described in the Circular without the prior written consent of PwCCF in each specific case. 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.

Yours truly
for and on behalf of
PricewaterhouseCoopers Corporate Finance Pte Ltd

Ling Tok Hong

Executive Director

VALUATION CERTIFICATES

CHESTERTONS

24 November 2014

Ref No: 14VAS045

RBC Investor Services Trust Singapore Limited
(In its capacity as trustee of OUE Hospitality Real Estate Investment Trust)
20 Cecil Street
#28-01 Equity Plaza
Singapore 049705

Attention: Head of Trustee Services

Dear Sirs,

Re: Valuation of Crowne Plaza Changi Airport & the Extension (collectively, the "Property"), as at 30 September 2014

We are pleased to submit to you our Valuation Certificate for the above-mentioned property.

1.0 Client Brief and Purpose of Valuation

We have been instructed to perform a valuation of the property as at 30 September 2014 based on its existing use and subject to the existing tenancies[1] and Management Agreements. We inspected the Property on 7 July 2014 and we have assumed that there are no material changes in the Property between the date of valuation and the date of inspection.

Chestertons has assessed the property interest[2] as independent appraisers. We hereby certify that we have no undisclosed interest in the Property and our employment and compensation are not contingent upon our findings and valuation.

2.0 Basis of Valuation

The valuation is prepared in accordance with the International Valuation Standards Committee ('IVSC') definition of Market Value, which is:

"The estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties has each acted knowledgeably, prudently and without compulsion." Additionally, our assessment will be on the basis of the existing use of the Property only with appropriate approvals and licenses in place.

[1] Tenancies refer to the agreements in relation to the Chinese Restaurant and the Spa.
[2] Property interest refers to the Master Lease of the unexpired leasehold interest in the Property.

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3.0 Information Utilised

All information was collected and analysed by the staff of Chestertons. Information such as historical operating statements, site plans, floor plans and so forth was supplied by or on behalf of OUE Hospitality REIT Management Pte Ltd (as manager of OUE Hospitality Real Estate Investment Trust ("OUE H-REIT")) (the "Manager"). We have assumed that this information is accurate and have therefore relied upon it without undertaking any independent verification.

Should it be revealed that any of this information is inaccurate or misleading so that its use would affect the valuation, Chestertons seeks to be informed of such discrepancies and accordingly reserves the right to amend its opinion of values.

4.0 Use of Valuation Report

Neither the whole or any part of the valuation certificate nor any reference thereto may be included in any document, circular or statement without our written approval and of the form or context in which it appears.

This valuation has been prepared for the purpose stated above and for use only of RBC Investor Services Trust Singapore Limited (the "Client") and no responsibility is given to any third party for the whole or part of its contents.

5.0 Assumptions and Limiting Conditions

A list of major assumptions made in the valuation of the Property and the limiting conditions under which the opinion is given is detailed in the *Addendum I* to this valuation certificate. It is a condition of the use of the valuation that the recipient of the certificate accepts these statements.

The Valuation Certificate included herein should be read in conjunction with the full valuation report, dated 24 November 2014, which detailed the basis under which the valuation has been prepared.

Yours sincerely
For and on behalf of
CHESTERTON SINGAPORE PTE. LTD.

Chee Hok Yean

Chee Hok Yean
BSc (Est Mgt, Hons), MSISV, Licensed Appraiser Singapore
Executive Director - Hotels & Valuation

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VALUATION CERTIFICATE

Property : **Crowne Plaza Changi Airport & the Extension**
75 Airport Boulevard
Singapore 819664

Property Interest Valued : The property rights valued are the leasehold interest in the subject property, including land, building and other improvements including furniture, fixtures and equipment.

Tenure : Approximately 68 years remaining, expiring on 29 August 2083.

Location : Crowne Plaza Changi Airport and the proposed Extension (collectively, the "Property") are located at 75 Airport Boulevard, Singapore 819664. The Property is within the Singapore Changi Airport development, directly connected to Terminal 3. The immediate vicinity of the Property is predominantly serving the airport or buildings occupied by companies related to airlines or logistics. It has a good accessibility to the heart of the city and is accessible via. major expressways including Tampines Expressway (TPE), Pan-Island Expressway (PIE), East Coast Parkway (ECP) and Marina Coastal Expressway (MCE). Seamless connectivity is also supported by the public transportation network of buses and trains to other parts of the island. Changi Airport MRT Station, which is located at the basements of Terminal 2 and 3, is a short walk away.

Property Description : Crowne Plaza Changi Airport (the "Hotel") opened in May 2008. The Hotel is a 9-storey hotel structure located within Changi Airport, with a direct connection to Terminal 3. It has a gross floor area of approximately 336,894 square feet and offers 320 rooms including 293 guestrooms and 27 suites. The Hotel feature meeting and exhibition space of approximately 797 square metres or 8,579 square feet, spreading across the lobby level and second level. Other facilities include four food & beverage outlets located on the lobby level and second level, an outdoor swimming pool, a gymnasium, a spa, a business centre as well as a club lounge for guests staying in the club rooms or suites.

The proposed Extension is situated on an adjacent site that is roughly triangular-shaped. A proposed 10-storey block will house 243 rooms. We were given to understand that the construction of the extension block is to complete by the end December 2015 but not later than mid-2016. Presently, the site is partially occupied by a cooling tower that serves the Hotel.

Site Area : According to information provided by the Manager, the Property appears to be situated on a

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±2,000-square-metre plot.

Strata Title : Upon approval for a sub-lease of the adjacent land by the Lessor (Changi Airport Group), the leasehold titles for both the existing Hotel and the Extension will be combined into a single strata lot.

Master Lease Contract : The Property will be leased and will continue to be operated under the Crowne Plaza brand. We have been further instructed by the Client to adopt the income projection based on the terms as provided. The following summarises the terms for the master lease contract.

Variable Rent is as follows::-

1. For the Existing Hotel Only

- 1.0% of adjusted gross revenue derived from operations at the Existing Hotel relating to the sale of food and beverages (including but not limited to the sale of wines, spirits, liquors and tobacco);
- 30.0% of adjusted gross revenue and other revenues derived from operations at the Existing Hotel not relating to the sale of food and beverages (such as from rooms, minor operating department, etc);
- 30.0% of gross operating profit of the Existing Hotel;
- 77.0% of gross revenue derived from operations not managed/operated by the hotel operator (e.g. Imperial Treasure restaurant space leased to a third party operator); or

A minimum rent of S$12.5 million per annum if the amount of variable rent for that operating year is less than the amount of minimum rent for that operating year.

2. Upon commencement of the operations of the Proposed Extension

- 4.0% of adjusted gross revenue derived from operations at the Property relating to the sale of food and beverages (including but not limited to the sale of wines, spirits, liquors and tobacco);
- 33.0% of adjusted gross revenue and other revenues derived from operations at the Property not relating to the sale of food and beverages (such as from rooms, minor operating department, etc);
- 30.0% of gross operating profit of the Property;
- 80.0% of gross revenue derived from operations not managed/operated by the hotel operator (e.g. Imperial Treasure restaurant space leased to a third party operator); or

A minimum rent of S$22.5 million per annum if the amount of variable rent for that operating year is less than the amount of minimum rent for that operating year.

If the calculation of the variable rent yields a negative figure, the variable rent will be deemed to be zero.

As indicated in the above, the variable rent to the Client is based on Gross Operating Revenue (GOR) and Gross Operating Profit (GOP). Given this condition, we have developed our cashflow projection until GOP level.

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We understand that there is the contemplated income support scheme as follows:

- Income Support Account (ISA): initial balance of SGD7.5 million
- Income Support Period: 3 years from the commencement of the operation of the extension, or when the ISA balance becomes zero, whichever is earlier
- Drawdown Condition:

    1. The Target Quarterly Rent (TQR) of SGD7.25m for the first four quarters, SGD7.375m for the next four quarters, and SGD7.5m for the last four quarters. That is; SGD29m, SGD29.5m and SGD30.0m annually for the 3 years.
    2. It shall be tested quarterly that if the rent payable from the Master Lessee falls below the corresponding TQR, the Lessor will draw down from the Income Support Account to top up the total rent to the TQR of that quarter, until the ISA is depleted.

From the trading forecast, it will be noted that the income support may be required for the first four quarters as thereafter; the rent is more than SGD29.5m from the second four quarters onwards. Please note that our valuation of the property does not take into account the income support which may be required for the first four quarters.

We have investigated the current market requirements for the expected rate of return from hotels by analysing the various hospitality REITs in Singapore. Based on our findings, we are of the opinion that the rental and taking into account the income support, is in line with the market rentals of comparable properties.

Method of Valuation : Discounted Cashflow Approach

Market Value : Crowne Plaza Changi Airport in its existing state with 320 rooms

- SGD291,500,000 (Singapore Dollars Two Hundred Ninety One Million and Five Hundred Thousand)

Crowne Plaza Changi Airport including the proposed extension with total 563 rooms

- SGD498,000,000 (Singapore Dollars Four Hundred Ninety Eight Million)

Date of Valuation : 30 September 2014

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Addendum I — *Statement of Assumptions and Limiting Conditions*

1. We have relied on information given by or on behalf of the Manager and its representatives and have accepted advice given to us on such matters as land titles, easements, tenure, planning approvals, statutory notices, tenancy schedule, site and floor plans, building plans, floor areas, building design, building costs, operating and income statements and all other relevant matters. We have assumed the information given to us as correct and have not conducted independent checks to verify them, and no responsibility is assumed or implied by us. Interested parties are advised to seek further due diligence of qualified solicitors, engineers and other professionals as appropriate prior to making any legal, financial or other commitments. Should it be revealed that any information provided is inaccurate or misleading so that its use would affect the valuation, we seek to be informed of such discrepancies and accordingly reserve the right to amend our assessment.

2. The Property including its land titles, use rights and improvements is assumed to be transferable, marketable and free of any deed restrictions, easements, encumbrances or other impediments of an onerous nature that would affect the value of the Property. We have not conducted independent checks to verify and likewise advice interested parties to engage qualified solicitors to perform such checks and verifications as appropriate.

3. We have not considered the existence of potentially hazardous materials used in the construction or maintenance of the buildings, such as asbestos, urea formaldehyde foam insulation, or PCBs. We are thus unable to report that the Property is free from risk in this respect and have assumed that any investigation would not reveal the presence of hazardous materials. The valuers are not qualified to detect these substances and urge the Client to retain an expert in this field if desired. We have not investigated whether the site is or has been in the past contaminated and are therefore unable to warrant that the Property is free from any defect or risk in this respect. Our report is therefore based on the assumption that the land is not contaminated and any specialist investigation would not disclose the presence of any adverse conditions on the site or within the building.

4. In the course of the property inspection, particular investigation has not been made on environmental matters that are either an inherent feature of the Property itself or the surrounding area, which could impact on the property interest. Examples include the underground oil tanks, historic mining activity or electricity transmission equipment. We therefore value on the assumption that the Property is not affected by any such environmental matters.

5. No structural survey of the Property has been made by the valuers and no responsibility is assumed in connection with such matters. Sketches, pictures, maps and other exhibits are included to assist the Client in visualising the Property. It is assumed that the use of the land and premises is within the boundaries of the Property described and that there is no encroachment or trespass unless noted.

6. This Valuation Report is neither a structural survey nor a survey on the electrical and mechanical services in terms of both hardware and software. We therefore value on the assumption that the Property is of sound design and construction, and free from any inherent defect. No detailed inspection or tests have been carried out by us on any of the services or items of equipment; therefore, no warranty can be given with regard to their serviceability, efficiency, safety or adequacy for their purpose. We express no opinion or advice upon the condition of uninspected parts and our report should not be read as making any implied representation or statement about such parts. We have assumed that the Property together with the services therein is in a good state of repair and condition and that there are no outstanding items of expenditure required.

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7. We have not inspected any of the Property's city, local and private consents, licences, approvals, permits or certificates for its use and operations. It is assumed that the Property will be in full compliance with all applicable city, local and private codes, laws, consents, licences and regulations (including a fire certificate and relevant alcohol licences where appropriate), and that all licences, permits, certificates, franchises and so forth can be freely renewed and/or transferred to a purchaser. It is advisable for interested parties to seek full legal due diligence advice of a qualified legal solicitor prior to making any legal, financial or other commitments.

8. All mortgages, liens, encumbrances, leases, servitudes, arrears and penalties have been disregarded unless specified otherwise.

9. Chestertons is not required to give testimony or attendance in court by reason of this economic and valuation study without previous arrangements and only when our standard per diem fees and travel costs are paid prior to the appearance.

10. If the reader is making a fiduciary or individual investment decision and has any questions concerning the material contained in this report, it is recommended that the reader contact Chestertons.

11. The quality of a property's on-site management has a direct effect on a property's economic viability and market value. The financial forecasts presented in this Valuation Report assume both responsible ownership and competent management. Any variance from this assumption may have a significant impact on the forecast operating results.

12. The estimated operating results presented in this report are based on an evaluation of the current overall economy of the area and neither take into account nor make provision for the effect of any sharp rise or decline in local or economic conditions. To the extent that wages and other operating expenses may advance during the economic life of the Property, it is expected that the prices of rooms, food, beverages and services will be adjusted to at least offset these advances. Chestertons does not warrant that the estimates will be attained, but they have been prepared on the basis of information obtained during the course of this study and are intended to reflect the expectations of typical investors.

13. Many of the figures presented in this report were generated using sophisticated computer models that make calculations based upon numbers carried out to three or more decimal places. In the interest of simplicity, most numbers presented in this report have been rounded. Thus, these figures may be subject to small rounding errors in some cases.

14. Our valuation opinion is current as at the date of valuation. It is likely that the value assessed may be subjected to significant and unexpected changes over a relatively short period due to reasons including, but not limited to, the result of general market movements and/or other factors specific to the subject Property. We are not liable for any losses arising from any of such subsequent changes in value and neither do we accept any liability where our value opinion is relied upon after the expiration of three months from the date of valuation. We shall not be responsible for any delay to the performance of our valuation exercise, where matters beyond our control cause such delay.

15. Valuing real estate is both a science and an art. Although this valuation employs various mathematical calculations, the final estimate is subjective and may be influenced by the consultant's experience and other factors not specifically set forth in this report.

16. It is assumed that the relationship between the currencies used in this report and other major world currencies remains constant as at the date of our fieldwork.

17. Whilst the information contained herein is believed to be correct, it is subject to change. Nothing contained herein is to be construed as a representation or warranty of any kind.

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18. Until the time that all of our professional fees and other charges have been paid in full, the draft or final report, which is provided to you as a professional courtesy, remains the intellectual property of Chestertons and shall not be utilised in attempting to: a) obtain financial capital (whether debt or equity); b) further any litigation, mediation, or arbitration processes; or c) assist the Client in any cause, action or endeavour.

    If Chestertons has not been paid in full for its outstanding professional fees and other charges, and the draft or final report is used in violation of this agreement, Chestertons will be entitled to seek injunctive relief, monetary damages, and the cost of attorney fees and collection expenses.

19. It is agreed that the liability of Chestertons, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations and conclusions expressed during this assignment will be rendered by the staff of Chestertons acting solely as employees and not as individuals. Any responsibility of Chestertons is limited to the Client, and use of our product by third parties shall be solely at the risk of the Client and/or third parties.

20. This assessment and study has been undertaken by Chestertons as an independent consultant.

21. Throughout this report, 'Chestertons' refers to the trading name of Chesterton Singapore Pte Ltd (Business Registration Number 201319407N).

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Crowne Plaza Changi Airport

75 Airport Boulevard #01-01
Singapore, Singapore 819664

Valuation for OUE Hospitality Real Estate Investment Trust as at 30 September 2014

Date: 16 December 2014

Prepared For:

OUE Hospitality REIT Management Pte. Ltd (as manager of OUE Hospitality Real Estate Investment Trust)
333 Orchard Road
Singapore 238867

Prepared By:

Jones Lang LaSalle | Hotels & Hospitality Group
Jones Lang LaSalle Property Consultants Pte. Ltd
CEA Licence No. L3007326E
9 Raffles Place
#38-01 Republic Plaza
Singapore 048619

Table of Contents

1 Terms of Reference

1.1 Instructions and Purpose of Valuation

This report is prepared in accordance with our agreed instructions from OUE Hospitality REIT Management Pte. Ltd (as manager of OUE Hospitality Real Estate Investment Trust ("OUE H-REIT")) (the "Client") to undertake a valuation of the Crowne Plaza Changi Airport (the "Property"). Our instructions were confirmed on 4 July 2014.

Jones Lang LaSalle Property Consultants Pte. Ltd ("Jones Lang LaSalle" and/or "JLL") have been instructed to provide the Client with our opinion of the Market Value of the leasehold interest in the Property subject to the proposed Master Lease as at 30 September 2014. It is understood that OUE H-REIT is part of the stapled group OUE Hospitality Trust which is listed on the Main Board of Singapore Exchange Securities Trading Limited (SGX-ST). It is further understood that OUE H-REIT intends to acquire the Property from the current owner OUE Airport Hotel Pte. Ltd, a subsidiary of OUE Limited. We have been advised that our valuation report is required for inclusion in the circular to be submitted as part of the related party acquisition process and inclusion of the Property into OUE H-REIT. Once incorporated into the OUE H-REIT, concurrently with the acquisition, we understand that a Master Lease Agreement ("MLA") will be put in place between RBC Investor Services Trust Singapore Limited (Company Registration No. 199504677Z), a company incorporated in Singapore with its registered office at 20 Cecil Street, #28-01, Equity Plaza, Singapore 049705, in its capacity as trustee of OUE H-REIT (in such capacity, the "Master Lessor" or "REIT Trustee") and OUE Airport Hotel Pte. Ltd (the "Master Lessee").

We have been instructed to provide the client with our opinion of the Market Value of the Property subject to the MLA (as defined below) as at 30 September 2014 for inclusion in the circular to the stapled securityholders of OUE Hospitality Trust (the "Circular").

1.2 The Property

Crowne Plaza Changi Airport 75 Airport Boulevard #01-01, Singapore, 819664

The Property is integrated as part of the wider development of Changi International Airport. We understand that the Property comprises both the existing Crowne Plaza Changi Airport Hotel (the "Existing Hotel") and adjacent land that is developable into additional guestrooms (the "Development Land"). We understand that the Client intends to proceed with the proposed extension of 243 guestrooms on the Development Land (the "Proposed Extension"), which is anticipated to complete at the end of 2015. This valuation report is of the Crowne Plaza Changi Airport (the Existing Hotel and the Proposed Extension collectively known as the "Property" and/or "Hotel" as described within this report) only.

We understand that the site of the Existing Hotel and Proposed Extension are part of Lot 4594L MK 31 which also forms part of Changi Airport's Terminal Three site. OUE H-REIT's proposed interest in the Property (which is the subject of this valuation) is referred to herein as the Head Lease, and is held on a lease for a term of 77 years with the Changi Airport Group (Singapore) Pte. Ltd. (CAG), expiring in approximately 69 years on 29 August 2083. We understand that the Head Lease will be amended to include the Proposed Extension and the revised rent structure will take effect upon the opening of the Proposed Extension.

Our valuation assumes that the relevant leasehold interest in the Property is wholly owned and we have not been instructed to value the owning company or shares within the company.

1.3 Basis of Valuation

This valuation and report has been prepared in accordance with the IVSC International Valuation Standards and our General Principles Adopted in the Preparation of Valuations and Reports (the "General Principles"), which are contained within Appendix 1 and should be read in conjunction with the following report. In this instance we are acting as external valuers.

This Valuation is prepared in accordance with the International Valuation Standards Council (IVSC) definition of Market Value and adopted by the Royal Institution of Chartered Surveyors (RICS) and Singapore Institute of Surveyors & Valuers (SISV), the definition of which is contained in the General Principles, the definition of which is contained in the General Principles.

We provide herein our opinion of the Market Value of the leasehold interest in the Property on the following bases:

- **Basis One – Existing Hotel Only (320 guestrooms)**

  Market Value of the leasehold interest in the Existing Hotel with 320 guestrooms, as a fully equipped operational entity, having regard to trading potential, on the Special Assumption that the proposed Master Lease Agreement is in place but excluding the Development Land, and further subject to the existing Management Agreement with Intercontinental Hotels (Singapore) Pte. Ltd.

- **Basis Two – Existing Hotel with Proposed Extension (563 guestrooms)**

  Market Value of the leasehold interest in the Hotel on the Special Assumption that full development works to the Proposed Extension will be satisfactorily completed as at 1 January 2016 at the cost of the current owner, and that the Proposed Extension will be open and ready for trade with the Hotel providing a total of 563 guestrooms, as a fully equipped operational entity, having regard to trading potential, and on the additional Special Assumption that the proposed Master Lease Agreement is in place and further subject to the Management Agreement with Intercontinental Hotels (Singapore) Pte. Ltd.

We understand that you also require a valuation of only that part of the Property that will comprise the Proposed Extension (discussed above). As the Proposed Extension comprises solely a bedroom extension with no ancillary facilities and is to be an integral part of the overall Hotel, once developed, the Proposed Extension could not in practice be separated from the rest of the Hotel. Nonetheless, we understand you require us to apportion a notional value that may be attributable to this Proposed Extension only. To provide such a notional apportionment, we have arrived at an opinion of the Market Value of the Property as if the Proposed Extension works were complete (Market Value of the Hotel on the Special Assumptions that full development works to the Proposed Extension will be satisfactorily completed as at 1 January 2016 at the cost of the current owner, and that the Proposed Extension will be open and ready for trade, as a fully equipped operational entity, having regard to trading potential, and the proposed Master Lease Agreement is in place and subject to the Management Agreement with Intercontinental Hotels (Singapore) Pte. Ltd).

From this Market Value (Basis Two), we have deducted the Market Value of the Existing Hotel only excluding the Development Land (Basis One) to arrive at the notional apportioned value of the Proposed Extension on the Special Assumption that full development works will be satisfactorily completed as at 1 January 2016 at the cost of the current owner. As the Proposed Extension will form part of the Existing Hotel and cannot be operated independently of the Existing Hotel, a hypothetical sale of the Proposed Extension only is not practicable, therefore, our advice on this basis represents only a notional apportionment of the Market Value of the whole Property (as if development works were complete) that may be attributable to that part of the Property comprising the Proposed Extension.

1.4 Qualifications and Assumptions

This valuation is prepared on the basis of the General Principles which are contained within Appendix 1 and which should be read in conjunction with this report. Key assumptions made in respect of this particular valuation are set out in the commentary provided in this report and a list of the major assumptions made in the preparation of this valuation and the limiting conditions under which this opinion is given are detailed in section 10 of this report as well as in the General Principles. Particular specific assumptions adopted for the purposes of this valuation are also highlighted below. It is a condition of the use of this valuation that the recipient of the report accepts these statements.

Our valuation does not investigate or consider the entity ownership of the Property upon the acquisition of the Property, nor does it have regard to any lease or side agreements or leases not registered on the title documents (other than the proposed Master Lease) and assumes the ownership and operating structure, particularly in respect of any applicable provisions of the proposed Master Lease or management agreement, would not obstruct the ordinary sale of the Property. This assumption has been made in the absence of an expert legal interpretation and opinion. As we are not legal experts, we recommend that appropriate expert advice be sought to confirm the validity of this assumption.

We would draw your attention to the fact that our valuations have been prepared on the basis of the following Special Assumptions:

- It is assumed that the leasehold (Head Lease) interest in the Property is held subject to the proposed Master Lease between the REIT Trustee and OUE Airport Hotel Pte. Ltd. We have been provided with the draft Master Lease Agreement (dated 31 October 2014) and have assumed that the final Master Lease will be executed incorporating the principal terms as provided to us. In all other respects, it is assumed that the finalised Master Lease will be drafted on commercially acceptable terms and will contain no unusual or onerous clauses or rights of first refusal/offer in favour of any party that would affect value or marketability.
- We have been advised by the Client that under the terms of the draft Master Lease, the Master Lessor will be responsible for only structural and major mechanical and equipment capital expenditure, while the rest of the capital expenditure will be borne by the Master Lessee.

Basis One – Existing Hotel Only (320 guestrooms)

- That the Existing Hotel comprises the 320 room Crowne Plaza Hotel with supporting facilities and does not include the Development Land to undertake any extension to the existing property.

Basis Two – Existing Hotel and Proposed Extension (563 guestrooms)

- That full development works to the Proposed Extension will be satisfactorily completed as at the 1 January 2016, and that the Proposed Extension will be open and ready for trade, as a fully equipped operational entity.
- It is assumed that all necessary capital expenditure costs to complete the Proposed Extension are borne by the current owner and that the development of the Proposed Extension is fully complete as at 1 January 2016, providing accommodation commensurate with the Existing Hotel including the facilities and amenities described in this report. It is assumed that the Hotel will comprise 563 guestrooms and the Proposed Extension will be fully equipped, including Fixtures, Fittings, Furniture and Equipment (FF&E) and Operating Supplies and Equipment (OSE) will be procured and in place. It is assumed that the Proposed Extension will be fully staffed and will have undergone pre-marketing and other standard pre-opening procedures and will be seamlessly integrated into the operations of the Existing Hotel.

A Special Assumption is recognised by the RICS and IVSC as an assumption that requires the valuation to be based on facts that differ materially from those that exist at the Valuation Date.

No allowances has been made of any expenses of realisation, or for taxation (including GST or VAT) which might arise in the event of a disposal and the property has been considered free and clear of all mortgages or other charges which may be secured thereon.

1.5 Valuation Date

The date of the valuation is 30 September 2014.

The Property was inspected on 7 July 2014. It is assumed that no material change in Property or market conditions occur between the date of inspection and Valuation Date.

The value assessed herein may change significantly and unexpectedly over a relatively short period and we do not accept liability for losses arising from such subsequent changes in value. Any party wishing to rely on our valuations at a point in time that is later than the date of valuation should be aware of the potential for volatility and should satisfy themselves as to the likelihood of changes in the market that may affect the value reported herein. Without limiting the generality of the above comment we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of two months from the Valuation Date, or in the event of a significant event that may have an effect on value or such earlier date as you become aware of any factors that may have an effect on value.

1.6 Property Inspection

As mentioned above, the Existing Hotel was inspected on 7 July 2014. We were able to undertake an adequate inspection of the Existing Hotel including an appropriate cross section of bedrooms for the purpose of our valuation, together with public areas and back of house facilities.

As the Proposed Extension is still in the planning stage, our understanding of the product on completion is based on the Design Presentation prepared by WOHA, the architects, as at April 2014 for the purpose of the valuation. We have assumed that that the works to the Property will be of a standard commensurate with the Existing Hotel.

Your attention is drawn to the General Principles attached to this report, which detail the limits of investigations made in the course of this valuation. Unless otherwise stated, we have not conducted any legal searches nor read any original documents of titles or leases. Our understanding as to the title of the Property is, therefore, based on discussions with the Client and its advisors. We recommend that your legal advisors verify the title situation and that the Client is satisfied that the Property is good and marketable.

We have not carried out a structural survey, as indicated in paragraph 8 of the General Principles, nor have any tests been carried out to any of the Property's building services. We have not conducted any investigations into environmental contaminants or deleterious materials, as indicated in paragraph 11. Our valuation is based upon a visual inspection of the accessible areas of the building only.

1.7 Personnel

The following personnel have provided input in the preparation of this valuation:

Phoebe Teo BSc (Real Estate) (Hons) – Senior Vice President
Hotels & Hospitality Group

Calvin Li BSc – Senior Associate
Hotels & Hospitality Group

Ed Fitch MA MRICS – Executive Vice President
Hotels & Hospitality Group

Tan Keng Chiam (BSc (Est. Mgt.) MSISV)
AD041-2004796D
Regional Director, Singapore

1.8 Information Utilised

Representatives of the Client as well as local management at the Existing Hotel have provided us with relevant information, including hotel trading performance upon which we have relied. We have assumed that all such information is correct and complete in all material respects.

We have been provided with the Second Supplemental Building Agreement (dated 7 April 2011) between the owner of the Hotel and the Changi Airport Group (Singapore) Pte. Ltd. (CAG). We have been advised that the Hotel possesses marketable title and have been provided by the Client, the terms of the existing rent structure for the ground lease payable to CAG for the Existing Hotel. We have been provided with the draft Building Agreement for the existing Hotel including the Development Land and the revised rent structure upon the commencement of the operation of the Proposed Extension.

Our report is based upon material in our possession, which was supplied to us by the above parties, which we believe to be reliable but may not be exhaustive. Whilst due care has been undertaken in the application of that information, its accuracy and completeness cannot be fully verified by Jones Lang LaSalle and we cannot offer any warranty that factual errors may not have occurred.

Should it be revealed that any of this information is inaccurate or misleading so that its use would affect the valuation, then Jones Lang LaSalle reserves the right to amend its opinion of value. Jones Lang LaSalle takes no responsibility for any damage or loss by reason of inaccuracy or incorrectness of this report as a result of information provided to us.

1.9 Scope of Work & Approach

To accomplish the objectives of this instruction we have:

- Physically inspected the Property;
- Received information from the Client and made enquiries during the course of our site inspection;
- Made appropriate enquiries about the local markets with relevant authorities; and
- Used Jones Lang LaSalle valuation computer modelling to prepare our analysis and conclusions.

Our valuation has been undertaken utilising the methods that are mainly considered by potential investors, namely:

- Discounted cash flow (DCF) approach; and

- Capitalisation approach.

The selected valuation criteria used in these approaches have been derived from recent market transactions and the resultant values checked against these transactions on a value per room basis.

Please note, our projections of occupancy and average daily rate did not involve the undertaking of a specific market demand study but rather are based on our knowledge and understanding of the local hotel market and our experience of the operating performance of hotels of similar size and standard.

The cash flow forecasts and value estimate have been prepared having regard to:

- Historical room supply, room demand and average daily rates;
- Emerging trends in the local hotel market; and
- The expected future supply of hotel accommodation in the local market as at the date of our assessment.

The assumptions in respect to future events are our best estimates at the date of preparing the valuations. To the extent that any of the assumptions made (and which are noted in our Full Valuation Report) are not realised, the indicative cash flow projections and estimates of value may be materially affected.

Our assessments are based upon current as well as expected future conditions as perceived by the market. We do stress that the estimation of future market conditions is a very problematic exercise which at best should be regarded as an indicative assessment of possibilities rather than absolute certainties.

The process of making forward projections involves assumptions regarding a considerable number of variables which are acutely sensitive to changing conditions. To rely upon our valuations, therefore, the reader must be satisfied as to the reasoning behind these future estimates.

1.10 Disclosure

We confirm that we have no pecuniary interest or other material connection with the Property valued which could reasonably be regarded as being capable of affecting the valuer's ability to give an unbiased opinion. This position will be maintained until the purpose for which this valuation is being obtained is completed.

You are aware that we have previously handled the sale of the Property on behalf of the Vendor in 2011 when OUE Limited (understood to be part of the same group of companies as the Client) acquired the Property. However, we do not consider that this creates a conflict with our duty to you in this case.

1.11 Confidentiality & Reliance

In accordance with our standard practice we must state that the valuations and report are for the use of the Client for inclusion within the Circular. No responsibility or liability is accepted to any third parties and neither the whole nor any part nor any reference thereto may be published in any document, statement or circular nor in communication with third parties without our prior written approval of the form and context in which it will appear.

Where Jones Lang LaSalle consents to the disclosure of this valuation report for the purposes of inclusion in any circular to be stapled securityholders of OUE Hospitality Trust (and that this report may be made available for inspection at the office of the Client), such disclosure is approved solely for the purpose of providing information to stapled securityholders or any other interested person. This report does not purport to contain all the information that a potential purchaser or any other interested party may require. It does not take into account the individual circumstances, financial situation, investment objectives or requirements of a potential purchaser or any other person. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment, tax, legal or any other type of advice.

The valuations stated herein are, in the opinion of Jones Lang LaSalle, the best estimates and should not to be construed as a guarantee or prediction and the valuations are fully dependent upon the accuracy of the assumptions made. Investors and/or potential investors should not rely on any material contained in this report as a statement or representation of fact but should satisfy themselves as to its correctness by such independent investigation as they or their legal or financial advisors see fit after reviewing the valuation report to understand the particular assumptions and methodologies made in the preparation of the valuation and to appreciate the context in which the value is arrived at.

This report includes information provided by third parties. Figures, calculations and other information contained in this report that has been provided to Jones Lang LaSalle by third parties have not been independently verified by Jones Lang LaSalle and Jones Lang LaSalle takes no responsibility for it and subsequent conclusions related to such data.

Jones Lang LaSalle / Jones Lang LaSalle Property Consultants Pte. Ltd., its directors, employees, affiliates and representatives shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising from or connected in any way with any use of or reliance on this report.

For and on behalf of

Jones Lang LaSalle Property Consultants Pte. Ltd
CEA Licence No. L3007326E

Ed Fitch MA MRICS
Executive Vice President
Hotels & Hospitality Group
Jones Lang LaSalle

Tan Keng Chiam
B.Sc. (Est. Mgt.) MSISV
AD041-2004796D
Regional Director
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Phoebe Teo BSc (Real Estate) (Hons)
Senior Vice President
Hotels & Hospitality Group
Jones Lang LaSalle

Calvin Li BSc
Senior Associate
Hotels & Hospitality Group
Jones Lang LaSalle

2 Valuation Summary

2.1 Instructing Client

OUE Hospitality REIT Management Pte. Ltd (as manager of OUE Hospitality Real Estate Investment Trust) (the "Client")

2.2 Purpose of Valuation

Jones Lang LaSalle Property Consultants Pte. Ltd ("Jones Lang LaSalle" and/or "JLL") have been instructed to provide the Client with our opinion of the Market Value of the leasehold interest in the Property subject to the proposed Master Lease as at 30 September 2014. It is understood that OUE H-REIT is part of the stapled group OUE Hospitality Trust which is listed on the Main Board of Singapore Exchange Securities Trading Limited (SGX-ST). It is further understood that OUE H-REIT intends to acquire the Property from the current owner OUE Airport Hotel Pte. Ltd, a subsidiary of OUE Limited. We have been advised that our valuation report is required for inclusion in the circular to be submitted as part of the related party acquisition process and inclusion of the Property into OUE H-REIT. Once incorporated into the OUE H-REIT, concurrently with the acquisition, we understand that a Master Lease Agreement ("MLA") will be put in place between RBC Investor Services Trust Singapore Limited (Company Registration No. 199504677Z), a company incorporated in Singapore with its registered office at 20 Cecil Street, #28-01, Equity Plaza, Singapore 049705, in its capacity as trustee of OUE H-REIT (in such capacity, the "Master Lessor" or "REIT Trustee") and OUE Airport Hotel Pte. Ltd (the "Master Lessee").

We have been instructed to provide the client with our opinion of the Market Value of the property subject to the MLA (as defined below) as at 30 September 2014 for inclusion in the circular to the stapled securityholders of OUE Hospitality Trust (the "Circular").

2.3 Property

Crowne Plaza Changi Airport 75 Airport Boulevard #01-01, Singapore, Singapore 819664

The Property is integrated as part of the wider development of Changi International Airport. We understand that the Property comprises both the existing Crowne Plaza Changi Airport Hotel (the "Existing Hotel") and adjacent land that is developable into additional guestrooms (the "Development Land"). We understand that the Client intends to proceed with the proposed extension of 243 guestrooms on the Development Land (the "Proposed Extension"), which is anticipated to complete at the end of 2015. This valuation report is of the Crowne Plaza Changi Airport (the Existing Hotel and the Proposed Extension collectively known as the "Property" and/or "Hotel" as described within this report) only. We have been advised by the Client that the cost of the development works will be borne by the current owner.

2.4 Tenure / Legal Description

The Property is understood to be held leasehold for an unexpired term of 69 years.

We understand that the site of the Existing Hotel and Proposed Extension are part of Lot 4594L MK 31 which also forms part of Changi Airport's Terminal Three site. The Client's interest in the Property (which is the subject of this valuation) is referred to herein as the Head Lease, and is held on a lease for a term of 77 years with the Changi Airport Group (Singapore) Pte. Ltd. (CAG), expiring in approximately 69 years on 29 August 2083. We understand that the Head Lease will be amended to include the Proposed Extension and the revised rent structure will take effect upon the opening of the Proposed Extension.

2.5 Assumed Interest Valued

We provide herein our opinion of the Market Value of the leasehold interest in the Property with the benefit of the Building Agreement with Changi Airport Group (Singapore) Pte. Ltd. (CAG). Our valuations assume that the relevant leasehold interest in the Property is wholly owned and we have not been instructed to value the owning company or shares within the company.

2.6 Location

Situated prominently within Changi International Airport, the Crowne Plaza Changi Airport is the only airport hotel in Singapore. Offering direct links to Terminal 3, the Hotel is well-integrated with the rest of Changi International Airport (the "Airport") and is within a short walking distance to the Skytrain, which offers direct access to Terminal 1 and 2. Although located at the Airport, the Hotel is located within a close proximity to nearby demand generators such as Changi Business Park, the Singapore Expo, the Tanah Merah Country Club along with other businesses located in the east of Singapore (Tampines, Kaki Bukit and Bedok).

2.7 Property Description

2.7.1 Existing Hotel

The Crowne Plaza Changi Airport, which officially opened in 2008, comprises a nine-storey upscale airport hotel including 320 guestrooms together with three restaurants (of which one is leased), two bars, a ballroom and seven meeting rooms, gymnasium, indoor swimming pool, spa (outsourced), gift shop and business centre.

The Property is accessible along a road off Airport Boulevard (the main road leading to and from the Airport. This road passes by Changi Airport Terminal 3 before leading to the Property.

The Hotel is part of the greater Changi International Airport development and links directly to Terminal 3 on level 2 of the Property. This report pertains to the hotel component (including the Development Land) of the mixed use development only.

2.7.2 Proposed Extension

We understand that the Property comprises a plot of land adjacent to the Hotel, with a maximum allowable GFA of 10,000 sq. m, which is considered suitable for extension of the Hotel by a further 243 guestrooms. We understand that the Client intends to proceed with the proposed extension, which is anticipated to complete at the end of 2015. We have been advised that construction will begin at the end of 2014.

The Proposed Extension will comprise of rooms only with no additional food and beverage outlets and facilities. Back of house facilities and supporting M&E equipment will be kept to a minimum at the Proposed Extension and provided through the expansion of existing facilities at the Existing Hotel. We understand that the Proposed Extension will be of similar construction as the Existing Hotel and will be commensurate with the quality and standard of the Existing Hotel. Guestrooms, however, will be smaller at approximately 28 sq. m.

2.8 Gross Floor Area (GFA)

We have been advised that the Existing Hotel has a Gross Floor Area of approximately 31,298 sq. m. (336,894 sq. ft). We have been advised that the Gross Floor Area of the Proposed Extension upon completion will be approximately 9,615 sq. m. (103,457 sq. ft.).

2.9 Zoning

According to the Urban Redevelopment Authority Masterplan 2014, the land is zoned for Airport Use.

As the Hotel is part of the wider Changi Airport development, there is no separate zoning ascribed to the Hotel. We have assumed for the purpose of the valuation that the Property is a lawful use under local planning legislation.

2.10 Operating Structure

The leasehold interest in the Hotel is assumed to be subject to the proposed Master Lease between the REIT Trustee and OUE Airport Hotel Pte. Ltd. We understand that the proposed Master Lease has yet to be drafted, however, we have been provided with a summary of key terms. We have assumed that the Master Lease will incorporate these headline terms but otherwise will be drafted on commercially acceptable terms with no unusual and onerous clauses which may affect its value or marketability. The key terms of the proposed Master Lease are summarised as follows:

- Variable Rent is as follows:
  1. For the Existing Hotel Only:
     - 1.0% of adjusted gross revenue derived from operations at the Existing Hotel relating to the sale of food and beverages (including but not limited to the sale of wines, spirits, liquors and tobacco);
     - 30.0% of adjusted gross revenue and other revenues derived from operations at the Existing Hotel not relating to the sale of food and beverages (such as from rooms, minor operating department, etc);
     - 30.0% of gross operating profit of the Existing Hotel;
     - 77.0% of gross revenue derived from operations not managed/operated by the hotel operator (e.g. Imperial Treasure restaurant space leased to a third party operator); or

     A minimum rent of S$12.5 million per annum (if the amount of variable rent for that operating year is less than the amount of minimum rent for that operating year).
  2. Upon commencement of the operations of the Proposed Extension:
     - 4.0% of adjusted gross revenue derived from operations at the Property relating to the sale of food and beverages (including but not limited to the sale of wines, spirits, liquors and tobacco);
     - 33.0% of adjusted gross revenue and other revenues derived from operations at the Property not relating to the sale of food and beverages (such as from rooms, minor operating department, etc);
     - 30.0% of gross operating profit of the Property;
     - 80.0% of gross revenue derived from operations not managed/operated by the hotel operator (e.g. Imperial Treasure restaurant space leased to a third party operator); or

     A minimum rent of S$22.5 million per annum (if the amount of variable rent for that operating year is less than the amount of minimum rent for that operating year).

     If the calculation of the variable rent yields a negative figure, the variable rent will be deemed to be zero.

- The Master Lessee is responsible for the repair and maintenance, at its own cost, of the Hotel premises, FF&E, Services, Services Infrastructure and Plant, all refurbishment works not structural in nature or relating to major machinery and equipment whilst the Master Lessor is responsible for all structural and major machinery and equipment capital expenditure.
- The Master Lessee has an option to extend the term for two further terms of five years each after the expiry of the initial term in May 2028.
- We have also been provided with details of the Income Support Scheme which we have taken into consideration in our valuation of the combined Property (including the Existing Hotel and Proposed Extension) as follows:
  - Income Support Account (ISA): initial balance of $7.5 million.
  - Income Support Period: three years from the commencement of the operation of the Proposed Extension, or when the ISA balance becomes zero, whichever is earlier.
  - Drawdown Condition:
    1. The Target Quarterly Rent (TQR) of $7.25m for the first four quarters, $7.375m for the next four quarters, and $7.5m for the last four quarters. This is equivalent to $29m for the first year, $29.5m for the second year and $30.0m for the third year on an annual basis for the three years.
    2. It shall be tested quarterly that if the rent payable from the Master Lessee falls below the corresponding TQR, the Lessor will draw down from the Income Support Account to top up the total rent to the TQR of that quarter, until the ISA is depleted

2.11 Special Assumptions

- It is assumed that the leasehold (Head Lease) interest in the Property is held subject to the proposed Master Lease between the REIT Trustee and OUE Airport Hotel Pte. Ltd. We have been provided with the draft Master Lease Agreement (dated 31 October 2014) and have assumed that the final Master Lease will be executed incorporating the principal terms as provided to us. In all other respects, it is assumed that the finalised Master Lease will be drafted on commercially acceptable terms and will contain no unusual or onerous clauses or rights of first refusal/offer in favour of any party that would affect value or marketability.
- We have been advised by the Client that under the terms of the draft Master Lease, the Master Lessor will be responsible for only structural and major mechanical and equipment capital expenditure, while the rest of the capital expenditure will be borne by the Master Lessee.

Basis One – Existing Hotel Only (320 guestrooms)

- That the Existing Hotel comprises the 320 room Crowne Plaza Hotel with supporting facilities and does not include the Development Land to undertake any extension to the existing property.

Basis Two – Existing Hotel and Proposed Extension (563 guestrooms)

- That full development works to the Proposed Extension will be satisfactorily completed as at the 1 January 2016, and that the Proposed Extension will be open and ready for trade, as a fully equipped operational entity.
- It is assumed that all necessary capital expenditure costs to complete the Proposed Extension will be borne by the current owner and that the development of the Proposed Extension will be fully complete by 1 January 2016, providing accommodation commensurate with the Existing Hotel including the

facilities and amenities described in this report. It is assumed that the Hotel will comprise 563 guestrooms and the Proposed Extension will be fully equipped, including Fixtures, Fittings, Furniture and Equipment (FF&E) and Operating Supplies and Equipment (OSE) will be procured and in place. It is assumed that the Proposed Extension will be fully staffed and will have undergone pre-marketing and other standard pre-opening procedures and will be seamlessly integrated into the operations of the Existing Hotel.

2.12 Date of Valuation

30 September 2014

2.13 Market Value with Special Assumptions

Basis One – Existing Hotel Only (320 guestrooms)

Subject to the Comments and Assumptions contained within the full valuation report, we are of the opinion that the Market Value of the leasehold interest in the Existing Hotel with 320 guestrooms, as a fully equipped operational entity, having regard to trading potential, on the Special Assumptions that the proposed Master Lease Agreement is in place and that the Development Land is excluded, and subject to the existing Management Agreement with Intercontinental Hotels (Singapore) Pte. Ltd.as at 30 September 2014, is:

SGD 290,000,000

(TWO HUNDRED AND NINETY MILLION SINGAPORE DOLLARS)

Basis Two – Existing Hotel and Proposed Extension (563 guestrooms)

Subject to the Comments and Assumptions contained within the full valuation report, we are of the opinion that the Market Value of the leasehold interest in the Hotel with 563 guestrooms on the Special Assumptions that full development works to the Proposed Extension will be satisfactorily completed as at 1 January 2016 at the cost of the current owner, and that the Proposed Extension will be open and ready for trade, as a fully equipped operational entity, having regard to trading potential, and the proposed Master Lease Agreement is in place and subject to the Management Agreement with Intercontinental Hotels (Singapore) Pte. Ltd. as at 30 September 2014, is:

SGD 491,000,000

(FOUR HUNDRED AND NINETY ONE MILLION SINGAPORE DOLLARS)

2.14 Notional Apportioned Value

We understand that you also require a valuation of only that part of the Property that will comprise the Proposed Extension (discussed above). As the Proposed Extension comprises solely a bedroom extension with no ancillary facilities and is to be an integral part of the overall Hotel, once developed, the Proposed Extension could not in practice be separated from the rest of the Hotel. Nonetheless, we understand you require us to apportion a notional value that may be attributable to this Proposed Extension only. As the Proposed Extension will form part of the Existing Hotel and cannot be operated independently of the Existing Hotel, a hypothetical sale of the Proposed Extension only is not practicable, therefore, our advice on this basis represents only a notional apportionment of the Market Value of the whole Property (as if development works were complete) that may be attributable to that part of the Property comprising the Proposed Extension.

We show in the table below our calculations to arrive at the notional apportioned value of the Proposed Extension.

Basis	Market Value	Notional Apportioned Value
Basis One – Existing Hotel Only (320 guestrooms)	S$290,000,000	
Basis Two – Existing Hotel and Proposed Extension (563 guestrooms)	S$491,000,000	
Notional Apportioned Value (Basis Two less Basis One)		S$201,000,000

Source: Jones Lang LaSalle

2.15 Notice

This valuation summary should be read in conjunction with our full report and the General Principles to which it refers.

Appendix 1: General Principles Adopted in the Preparation of Valuations and Reports

It is our objective to discuss and agree the terms of our instructions and the purpose and basis of the valuation, at the outset, to ensure that we fully understand and meet our client's requirements.

This document sets out the general principles upon which our Valuations and Reports are normally prepared in our capacity as overseas consultants, and the conditions that apply to and form part of our Valuations and Reports. They apply unless we have specifically mentioned otherwise in the body of the report. Where appropriate, we will be pleased to discuss variations to suit any particular circumstances, where appropriate, or to arrange for the execution of structural or site surveys, or any other more detailed enquiries. Any such variations to these general principles and/or conditions must be confirmed in writing.

These General Principles should be read in conjunction with Jones Lang LaSalle's General Terms and Conditions of Business.

1. Valuation Standards:

Valuations and Reports are prepared in accordance with the "International Valuation Standards" published by the International Valuation Standards Council ("IVSC") subject to variations to meet local established law, custom, practice and market conditions. Where the Valuation Standards are silent on subjects requiring guidance, we would refer to the "RICS Valuation - Professional Standards" published by the Royal Institution of Chartered Surveyors ("RICS"), subject to variation to meet local established law, custom, practice and market conditions with the RICS Valuation - Professional Standards prevailing over IVSC's International Valuation Standards to the extent of any inconsistency.

2. Valuation Basis:

Properties are generally valued to "Market Value" or alternatively another basis of valuation as defined in the Valuation Standards. Market Value is defined as "The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion".

This assumes:

- a willing seller and a willing buyer;
- that, prior to the Valuation Date, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;
- that the value of the property is an estimated amount, rather than a predetermined or actual sale price on the Valuation Date;
- that the estimate specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of special value;
- that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the Valuation Date; that both parties to the transaction had acted knowledgeably, prudently and without compulsion; that the transaction is presumed to be between unrelated parties each acting independently.

The full definition of any other basis, which we may have adopted, is either set out in our report or in the Valuation Standards.

There are interpretative commentaries on the definitions which are set out in the Valuation Standards and which we will be pleased to supply on request.

In our valuations no allowances are made for any expenses of realisation, or for taxation, which might arise in the event of a disposal. All property is considered as if free and clear of all mortgages, outstanding premiums, charges and liabilities, or similar financial encumbrances, which may be secured thereon.

Our valuations are made on the assumption that the owner sells the property on the open market without benefit of a deferred terms contract, leaseback, joint venture or similar arrangement which would serve to affect the value of the property.

Unless otherwise stated, our valuations are of each separate property. Portfolio valuations are aggregates of individual valuations rather than the portfolio having been valued as a whole. No allowance is made for the effect of the simultaneous marketing of all/or a proportion of the properties.

Each valuation is current as at the Valuation Date only. The value assessed may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of preceding half of this paragraph, we do not assume any responsibility or accept liability where this valuation is relied upon after the expiration of two months from the Valuation Date.

3. Source of Information:

We accept as being reliable, complete and correct the information provided to us, by the sources listed, as to details of tenure, tenancies, tenant's improvements, planning consents and other relevant matters, including trading information, as summarised in our report. Unless stated otherwise, the information on which our valuations are based is supplied to us by the Client and/or their advisors. We make no representations or warranties as to the reasonableness, reliability or accuracy of the information provided to us.

4. Title and Other Documentation:

We do not normally read leases or documents of title. We assume, unless informed to the contrary, that each property has a good and marketable title, that all documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other outgoings of an onerous nature, which would have a material effect on the value of the interest under consideration, nor material litigation pending. We also assume that all property taxes and any other statutory dues have been paid.

Where we have been provided with documentation we recommend that reliance should not be placed on our interpretation without verification by your lawyers.

5. Tenants:

Although we reflect our general understanding of a tenant's status in our valuations, enquiries as to the financial standing of actual or prospective tenants are not normally made unless specifically requested and agreed to in writing. Where properties are valued with the benefit of lettings, it is therefore assumed, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the lease and that there are no arrears of rent or undisclosed breaches of covenant.

6. Measurements:

We do not normally measure premises unless specifically requested and agreed in writing, and we base our valuation on the information made available to us. Where measurement is undertaken this is carried out in accordance with either the relevant local codes or the Code of Measuring Practices issued by the Royal Institution of Chartered Surveyors except in the case of agricultural properties or where we specifically state that we have relied on another source.

We have not conducted a land survey to verify the land boundaries and site areas and whether all developments and improvements are within such boundaries. We have assumed, unless otherwise stated, that all developments and improvements are within the boundaries of such land parcel as described in this report and the land parcel is fully owned by the property owner.

7. Planning and Other Statutory Regulations:

Where possible, information on Planning or Zoning, wherever possible, is obtained verbally from the relevant competent Local Planning Authority. In certain jurisdictions, however, it is often not possible to make such verbal enquiries.

We do not make formal legal enquiries and, if reassurance is required, we recommend that verification be obtained from your lawyers that:-

7.1. the position is correctly stated in our report;

7.2. the property is not adversely affected by any public schemes such as road and drainage improvements or any other decisions made, or conditions prescribed, by public authorities;

7.3. there are no outstanding statutory notices.

Our valuations are prepared on the basis that the premises (and any works thereto) comply with all relevant local statutory regulations, including enactments relating to fire regulations, access and use by disabled persons and control and remedial measures for asbestos. Where required by local legislation, it is assumed that they have been, or will be issued with a Certificate of Statutory Completion by the competent authority. We will not undertake independent verification of the compliance with statutory norms that regulate the development of the respective properties and the information on land use, development mix and size which have been provided by the Client. For development projects we will assume that all the relevant approvals have been obtained and all fees and charges payable, if any, have been fully settled.

8. Structural Surveys:

We have not carried out a building survey nor any testing of services and we therefore do not give any assurance that any property is free from defect. We seek to reflect in our valuations any readily apparent defects or items of disrepair, which we note during our inspection, or costs of repair which are brought to our attention, however, we are not able to give any assurance in respect of rot, termite or past infestation or any other defects.

We have not inspected those parts of the property which are inaccessible. We cannot express an opinion about or advise upon the condition of parts that have not been inspected and this Report should not be taken as making any implied representation or statement about such parts.

9. Deleterious Materials:

We do not normally carry out investigations on site to ascertain whether any building was constructed or altered using deleterious materials or techniques (including, by way of example, high-alumina cement concrete, woodwool as permanent shuttering, calcium chloride or asbestos). Unless we are otherwise informed, our valuations are on the basis that no such materials or techniques have been used.

10. Site Conditions:

We do not normally carry out investigations on site in order to determine the suitability of ground conditions and services for the purposes for which they are, or are intended to be, put; nor do we undertake archaeological, ecological or environmental surveys. Unless we are otherwise informed, our valuations are on the basis that these aspects are satisfactory and that, where development is contemplated, no extraordinary expenses or delays will be incurred during the construction period due to these matters.

11. Environmental Contamination:

We do not carry out site surveys or environmental assessments, or investigate historical records, to establish whether any land or premises are, or have been, contaminated. Therefore, unless advised to the contrary, our valuations are carried out on the basis that properties are not affected by environmental contamination. However, should our site inspection and further reasonable enquiries during the preparation of the valuation lead us to believe that the land is likely to be contaminated we will discuss our concerns with you.

12. Insurance:

Unless expressly advised to the contrary we assume that appropriate cover is and will continue to be available on commercially acceptable terms. Accordingly, our opinions of value make no allowance for the risk that insurance cover for any property may not be available, or may only be available on onerous terms, including against risk of loss or damage from terrorism, fire, flood, rising water and deleterious materials such as composite panels.

13. Outstanding Debts:

In the case of property where construction works are in hand, or have recently been completed, we do not normally make allowance for any liability already incurred, but not yet discharged, in respect of completed works, or obligations in favour of contractors, subcontractors or any members of the professional or design team.

14. Disposal Costs and Liabilities

No allowance for expenses of sale, which may be considerable, or liabilities to taxation (including GST or VAT), which might arise on a disposal. No allowance is made for transfer costs in disposing of the Property (whether payable by the vendor or purchaser) as such matters often depend on the manner in which the sale is conducted, nor for any interest, which might accrue prior to a disposal. All property is considered free and clear of all mortgages or other charges, which may be secured thereon unless otherwise advised.

15. Currency:

Valuations are prepared in the appropriate local currency. In some countries, particularly where inflation rates are unduly high, property values are often expressed in an international currency (eg. US Dollars).

16. Tax:

Valuations are prepared and expressed exclusive of any applicable local tax (including GST or VAT) unless otherwise stated. Income upon which our valuation is based, including any cash flow forecasts (as set out in the report) are exclusive of any such taxes.

17. Confidentiality and Third Party Liability:

Our Valuations and Reports are confidential to the party to whom they are addressed for the specific purpose to which they refer, and no responsibility whatsoever is accepted to any third parties. Neither the whole, nor any part, nor reference thereto, may be published in any document, statement or circular, nor in any communication with third parties, without our prior written approval of the form and context in which it will appear.

18. Valuations Prepared On Limited Information:

In the event that we are instructed to provide a valuation without the opportunity to carry out an adequate inspection and/or without the extent of information normally available for a formal valuation, we are obliged to state that the valuation is totally dependent on the adequacy and accuracy of the information supplied and/or the assumptions made. Should these prove to be incorrect or inadequate, the accuracy of the valuation may be affected.

19. Reinstatement Cost Estimates

Where we provide an opinion of Reinstatement Cost Estimates, our opinion is of the current reinstatement cost of the building as it exists at the Valuation Date.

The figure includes estimates of demolition cost, professional fees, furniture, fittings and equipment costs but excludes taxes. The figure is based on the estimated cost of work as at the date of assessment and no allowance is made for depreciation of the existing buildings. We make no allowance for the potential loss of income or rent during the reinstatement period in the reinstatement cost figure reported, nor do we allow for the cost of alternative accommodation. The reinstatement cost assessment does not include any consequential loss and liabilities to third parties.

Such estimates are based on information provided by the client and such construction cost data as may be available in the public domain (notably the Davis, Langdon and Seah cost index and similar publications) and our own experience of development in the relevant market. It should be noted that, in many markets, publicly available data is limited and reliable information as to actual building costs is scarce. Our estimates should, therefore, be regarded as a guide to check the current level of cover only and not as a basis for placing insurance. We would be pleased to arrange such an exercise, on your behalf, should you require it. We recommend that the client satisfy themselves as to the likely reinstatement cost for insurance purposes by obtaining a formal estimate prepared by a Quantity or Building Surveyor or other person with sufficient current experience of reinstatement costs in the relevant market.

20. Hotels:

Hotels and certain similar properties are usually sold as fully operational entities, including trade fixtures, fittings, furniture, furnishings and equipment. The new owner will normally engage the existing staff and sometimes the management and would expect to take over the benefit of future bookings, which are an important feature of the continuing operation.

Accordingly, our valuations assume that the hotel is open for business and trading up to the date of sale. Unless stated to the contrary, it is assumed that it has the benefit of all necessary licences, consents, registration certificates and permits, as appropriate (including fire certificates), and that they can be renewed. Consumable stocks are excluded from the valuation of the property.

Fixtures, fittings, furniture and stock are taken into account as apparent on inspection (or otherwise indicated to us) on the basis that the hotel is suitably equipped for the satisfactory continuation of the business and that all such furniture, fittings and equipment will be included in any sale.

Unless informed to the contrary, we assume that no particular value attaches to any item of furniture or work of art and also that all furniture, fittings and equipment is owned and not subject to any lease arrangement.

In arriving at our valuation we consider trading accounts for previous years, where they are available and, where appropriate, we have regard to management accounts, forecasts and projections of future trading activity as indicators of future potential. Details of the hotel and its operation are often obtained from the hotel management. Such information is checked where appropriate but is normally accepted as accurate unless contrary indications are received. In the event of a future change in the trading potential or actual level of trade from that indicated by such information and assumptions, the value of the hotel could vary, and could fall as well as rise.

No allowance is made for any contingent tax liabilities or liability to staff (whether relating to redundancy payments, pensions or otherwise) unless expressly stated.

Unless otherwise instructed, we adopt the date of the inspection as the Valuation Date.

Appendix 2: Standard Terms and Conditions of Business

1. General

1.1 These General Terms and Conditions of Business (the "Terms and Conditions") shall apply to all dealings between Jones Lang LaSalle ("we", "us" and/or "the Firm") and its client (the "Client") and, for the avoidance of doubt, shall be treated as applying separately to each Instruction given by the Client to Jones Lang LaSalle.

1.2 The appointment shall, unless otherwise specifically agreed, be exclusive and commence on the date the Client confirms our instruction by returning a signed copy of the letter of instruction.

1.3 These Terms and Conditions are deemed incorporated into the letter of instruction signed by the Client and Jones Lang LaSalle and shall govern the provision of services to the Client thereunder.

2. Performance of the Services

2.1 Jones Lang LaSalle is to provide all Services to the specification and performance level stated in writing or, if none is stated, to the specification and performance level that it ordinarily provides. Jones Lang LaSalle has no responsibility for anything that is beyond the scope of the Services so defined.

2.2 Jones Lang LaSalle shall exercise all reasonable skill and care in providing the Services under the Instruction and shall inform the Client if it becomes apparent that the Services need to be varied. The Client and Jones Lang LaSalle shall confirm in writing any variation of the Services to be provided under the Instruction.

3. Assignment and Sub-Contracting

3.1 The Client shall, with the prior written consent of Jones Lang LaSalle, have the right to assign the whole or any part of the benefit or to transfer in any way the obligation contained in the Instruction, such consent shall not to be unreasonably withheld (and it is hereby acknowledged that if the proposed assignee or novatee is, in the reasonable opinion of Jones Lang LaSalle, less creditworthy than the Client, it shall be reasonable to withhold such consent)..

3.2 Jones Lang LaSalle shall have the right to sub-contract the performance of all or part of the Services from time to time. Should this occur, Jones Lang LaSalle will nevertheless and unless otherwise specifically agreed, remain responsible to the Client for the due and proper performance of the Services.

4. Information provided by Client

4.1 The Client shall promptly provide to Jones Lang LaSalle all information as is necessary or reasonably requested by Jones Lang LaSalle in order to enable Jones Lang LaSalle to properly perform the Services.

4.2 The Client accepts that Jones Lang LaSalle is entitled to rely on the accuracy, sufficiency and consistency of any and all information supplied by the Client. Jones Lang LaSalle accepts no liability for any inaccuracies contained in information disclosed by the Client, whether prepared by the Client or by a third party and whether or not supplied directly to Jones Lang LaSalle by that third party.

4.3 Except where required by law or by any proper authority or where the Client has waived such rights in writing, all confidential information provided by the Client shall be kept confidential by Jones Lang LaSalle.

4.4 Jones Lang LaSalle shall ensure that all persons whether employed by it or working under its direction in the course of performing the Services abide strictly by the obligation to keep all confidential information provided by the Client confidential.

4.5 All confidential information provided by the Client will be returned, destroyed or erased upon the Client's request. Save that Jones Lang LaSalle reserves the right to retain one copy of the confidential information for the purpose of compliance with professional, legal or regulatory requirements or obligations (subject always to its continuing duty to treat such information as confidential).

5. Information provided by Jones Lang LaSalle

5.1 Copyright in all material of whatever nature prepared by Jones Lang LaSalle and provided to the Client or otherwise generated in the course of carrying out the Services shall remain the property of Jones Lang LaSalle. No part of any report, document or publication may be reproduced or transmitted or disclosed in any form or by any means, or stored in any database or retrieval system of any nature, without the prior written permission of Jones Lang LaSalle.

5.2 All information and advice made available by Jones Lang LaSalle to the Client is for the sole use of the Client and for the sole purpose for which it was prepared in connection with the Services.

6. Duty of care to third parties

6.1 Jones Lang LaSalle owes a duty of care to only its Client. No third party has any rights unless there is specific written agreement to the contrary.

7. Third Party Liability

7.1 Jones Lang LaSalle has no liability for products or services that it reasonably needs to obtain from others in order to provide services. Jones Lang LaSalle may delegate to a third party the provision of any other part of services, but if it does so:

(a) without the Client's approval, Jones Lang LaSalle shall be responsible for the actions or omissions of that third party;

(b) with the Client's approval or at the Client's request, Jones Lang LaSalle shall not be responsible for the actions or omission of that third party. In this event, Jones Lang LaSalle does not warrant the performance, work or the products of others and the Client shall not hold Jones Lang LaSalle responsible for the inspection or supervision of the execution of such performance, work or products.

7.2 Unless otherwise specifically agreed in writing neither these Terms and Conditions of Business or the Services provided pursuant to the Instruction are intended, either expressly or by implication, to confer any benefit on any third party (excepting that is as provided specifically herein to the employees and subcontractors of Jones Lang LaSalle). The liability of Jones Lang LaSalle to any third party is expressly disclaimed.

8. Delay

8.1 We shall not be responsible for any delay to the performance of the Services, where matters beyond our control cause such delay.

9. Payment of Fees, Expenses and Disbursements

9.1 Payment of the fees for the Services shall be calculated, charged and made as set out in the letter of instruction or any variation thereto agreed by the Client and Jones Lang LaSalle.

9.2 The Client shall pay the expenses of and reimburse the disbursements incurred on its behalf by the Firm as specified, or on the basis set out in the Instruction or any variation thereto agreed by the Client and the Firm.

9.3 All references to fees, expenses and disbursements are exclusive of any applicable government taxes. Any such taxes chargeable on the Firm's fees expenses and disbursements shall be paid by the Client.

9.4 Where for any reason the Firm provides only part of the services as specified in the attached proposal, the Firm shall be entitled to fees proportionate to those services set out in the attached proposal that apportioned, based on our estimate of the percentage of completion.

9.5 In the event that invoices are not settled in full within 28 days of submission, the Firm reserves the right to withdraw responsibility for work performed.

9.6 If an invoice is not paid in full within 30 (thirty) days from the date of issuance, Jones Lang LaSalle shall be entitled to charge interest on the balance due at a daily rate of 0.05%.

10. Termination

10.1 In the event that either party is in material or persistent breach of any of the terms of the Instruction, the other party may terminate the instruction if, upon the expiry of 14 days after serving notice on the party in default, steps have not been taken to remedy the breach.

10.2 On termination of the Instruction, the Firm shall be entitled to, and shall be paid, fees for all Services provided to that time, in accordance with the above clause.

10.3 On termination, Jones Lang LaSalle shall return to the Client or, if the Client so instructs in writing, destroy all Client information that is to be kept confidential, but Jones Lang LaSalle may keep (and must continue to keep confidential) one copy of that information to comply with legal, regulatory or professional requirements.

11. Liability

11.1 Our liability to the Client for loss or damage shall be limited to such sum as Jones Lang LaSalle or Jones Lang LaSalle Property Consultants Pte. Ltd ("us", "we" and/or "the Firm") ought reasonably to pay having regard to its direct responsibility for the same and on the basis that all other third parties shall, where retained by the Client, be deemed to have provided to the Client contractual undertakings in terms no less onerous than this clause in respect of the performance of their services in connection with the instruction, and shall be deemed to have paid to the Client such proportion as may be just and equitable having regard to the extent of their responsibility for such loss or damage.

11.2 Unless otherwise agreed, our liability to the Client for loss or damage claimed in respect of any Instruction shall, notwithstanding the provisions of the paragraph above, in any event be limited to an aggregate sum not exceeding US$1,000. In no event shall the Firm be liable to the Client or to any third party with respect to the Instruction for any (a) incidental, special, punitive, consequential or indirect damages or (b) damages resulting from loss of sale, business, profits, opportunity or goodwill.

11.3 Unless, and to the extent finally and judicially determined to have been caused by fraud, wilful default or negligence of the Firm, the Client agrees to indemnify on demand and hold harmless the Firm against all actions, claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever arising from or in any way connected with the Instruction or the provision of Services thereunder.

11.4 Unless and until any such agreement is reached and recorded in writing, Jones Lang LaSalle will accept no responsibility or owe no duties to the Client which relate to matters beyond the scope of the Services.

11.5 The Client acknowledges that any action, claim or proceedings arising out of the Services provided under the Instruction shall be brought against the Firm with whom the Client has contracted and not against any employee, director or subcontractor of Jones Lang LaSalle involved directly or indirectly in the delivery of the Services.

11.6 The Client agrees that (except for fraud or a criminal offence) no employee, consultant or agent of any member of the Jones Lang LaSalle group of companies has any personal liability to the Client, and that neither the Client nor anyone representing the Client will make a claim or bring proceedings against an employee, consultant or agent personally.

12. Indemnity from the Client

12.1 The Client agrees that it shall indemnify and keep indemnified the Firm from and against all claims, actions, proceedings, demands, liabilities, losses, damages, costs (including reasonable legal costs) and expenses ("Losses") which the Firm may suffer or incur in any jurisdiction arising out of or in connection with:

(i) a breach by the Client of the Agreement or the Terms and Conditions; or

(ii) any negligence, act, default or omission by the Client, or the Client's consultants, employees or agents; or

(iii) any inaccuracies or omissions in information supplied by Clients and/or its agents to the Firm and/or its agents; or

(iv) any claim by a third party that any information or material infringes the intellectual property rights of a third party where such information or material was provided by the Client and/or its agents to the Firm and/or its agents; or

(v) the Instruction or the provision of Services thereunder provided that the Client shall be relieved from its indemnity obligations to the extent that any Losses are directly caused by or attributable to Jones Lang LaSalle's fraud, negligence or wilful default under the letter of instruction or these Terms and Conditions. Without prejudice to any claim that Jones Lang LaSalle may have against the Client, no proceeding may be taken against any director, officer, employee or agent of the Client in respect of any claim except for fraud or a criminal offence.

13. Duty of care to the Client

13.1 Jones Lang LaSalle owes to the Client a duty to act with reasonable skill and care in providing services, complying with the Client's instructions where those instructions do not conflict with:

(i) these Terms and Conditions,

(ii) the Agreement, or

(iii) applicable law and professional rules and internal policies of Jones Lang LaSalle including but not limited to the Code of Business Ethics.

13.2 Jones Lang LaSalle has no liability for the consequences of any failure by the Client or any agent of the Client to promptly provide information or other material that Jones Lang LaSalle reasonably requires, or where that information or material is inaccurate or incomplete.

14. Dispute Resolution Procedure

14.1 In the event of any complaint, dispute or difference arising out of or in connection with these Terms and Conditions or the related letter of instruction, senior representatives of the Client and the Firm shall, within fourteen (14) days of a notice from either party to the other, meet in good faith in an effort to resolve the issue amicably.

14.2 If the parties are unable to resolve the issue within twenty eight (28) days of a meeting involving the parties' senior representatives, then, either party may submit such dispute to arbitration. Any such arbitration shall take place at the Singapore International Arbitration Centre ("SIAC") in accordance with the then prevailing rules of SIAC. The arbitration tribunal shall consist of one arbitrator selected by SIAC. The arbitration shall be conducted in English. The arbitral award will be final and binding upon both parties. Each party will bear its own attorney's fees and costs related to the arbitration. Judgment upon the award may be entered in any court of competent jurisdiction for execution.

15. On line Services

Jones Lang LaSalle may in order to facilitate delivery of the Services and/or general communication with the Client, offer and/or provide from time to time electronic systems and/or software to the Client which shall be provided on the then prevailing terms and conditions by which Jones Lang LaSalle provides such electronic systems and/or software.

16. Severance

Any provision of the Instruction, including any provision contained in the General Conditions, which is declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of the Instruction and General Conditions, which will continue unaffected.

Definitions

"Affiliate": means each subsidiary, associate and holding company and each subsidiary and associate of any such holding company and their respective directors, officers, employees and agents.

"Client": means the person, firm or company named in the Instruction as requiring the Services.

"General Conditions": means these General Terms and Conditions of Business subject only to such amendments as may be agreed with Jones Lang LaSalle.

"Instruction": shall mean the letter of instruction between Jones Lang LaSalle and the Client as signed by both parties or as otherwise evidenced in writing and which sets out the requirements of the Client and which shall incorporate details of the Services and the Fees, Expenses and Disbursements, together with these General Conditions and conditions and/or documents expressly referred to in the Instruction, all of which shall be read as one as if set out in full in it.

"Schedule": shall mean, where appropriate, any description of Services, Fees, Expenses and Disbursements, whether letter, list or other document.

"Special Conditions": shall mean any conditions specifically applicable to the instruction and which, in case of conflict with the General Conditions, shall prevail.

"Services": shall mean the services to be provided by Jones Lang LaSalle as specified in the instruction or variations or amendments thereto agreed by Jones Lang LaSalle in writing.

"Agreed by Jones Lang LaSalle" and "consent of Jones Lang LaSalle" shall mean the agreement in writing by an authorised person in Jones Lang LaSalle (or of any successor or assign).

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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 I, 6th 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.

OUE HOSPITALITY TRUST

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)

Personal data privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s), the Stapled Securityholder accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 26 December 2014.

PROXY FORM
EXTRAORDINARY GENERAL MEETING
OF OUE HOSPITALITY TRUST

I/We ______________________________ (Name(s) with NRIC No. /Passport No./Company Registration No.) __________________________ of ____

____ (Address)

being a holder/s of units in OUE Hospitality Real Estate Investment Trust and OUE Hospitality Business Trust (collectively, "**Stapled Securities**"), hereby appoint:

Name	Address	NRIC / Passport Number	Proportion of Stapled Securityholding	
			Number of Stapled Securities	%

and/or (delete as appropriate)

Name	Address	NRIC / Passport Number	Proportion of Stapled Securityholding	
			Number of Stapled Securities	%

or, both of whom failing, the Chairman of the Extraordinary General Meeting ("**EGM**") 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 EGM to be held on 13 January 2015 at 2.30 p.m. at Mandarin Orchard Singapore, Mandarin Ballroom I, 6th Floor, Main Tower, 333 Orchard Road, Singapore 238867 and any adjournment thereof.

I/We direct my/our proxy/proxies to vote for or against the resolution to be proposed at the EGM 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 EGM.

No.	Ordinary Resolution	To be used on a show of hands		To be used in the event of a poll	
		For *	Against *	Number of Votes For **	Number of Votes Against **
1.	To approve the proposed acquisition and master leases of Crowne Plaza Changi Airport and its future extension				

* 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: ____________________ (dd/mm/yyyy)

Total number of Stapled Securities held in:	Number of Stapled Securities
(a) CDP Register	
(b) Register of Stapled Securityholders	

____

Signature(s) of Stapled Securityholder(s)/Common Seal

Notes to Proxy Form

1. A 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/her stead.
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. A proxy need not be a Stapled Securityholder.
4. A Stapled Securityholder should insert the total number of Stapled Securities held. If the Stapled Securityholder has Stapled Securities entered against his name in the Depository Register maintained by The Central Depository (Pte) Limited ("**CDP**"), he should insert that number of Stapled Securities. If the Stapled Securityholder has Stapled Securities registered in his name in the Register of Stapled Securityholders, he should insert that number of Stapled Securities. If the Stapled Securityholder has Stapled Securities entered against his name in the Depository Register and registered in his name in the Register of Stapled Securityholders, he should insert the aggregate number of Stapled Securities. If no number is inserted, this form of proxy will be deemed to relate to all the Stapled Securities held by the Stapled Securityholder.
5. If the Stapled Securityholder is shown to not have any Stapled Securities entered against his name as at 48 hours before the time fixed for the Extraordinary General Meeting, the instrument appointing a proxy or proxies (the "**Proxy Form**") will be rejected.
6. The Proxy Form must be deposited 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 fixed for the Extraordinary General Meeting.

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OUE HOSPITALITY TRUST

Affix
Postage
Stamp

OUE Hospitality REIT Management Pte. Ltd.
(as manager of OUE Hospitality Real Estate Investment Trust)

OUE Hospitality Trust Management Pte. Ltd.
(as trustee-manager of OUE Hospitality Business Trust)

c/o

Stapled Security Registrar
Boardroom Corporate & Advisory Services Pte. Ltd.
50 Raffles Place
#32-01 Singapore Land Tower
Singapore 048623

2nd fold here

7. The Proxy Form must be signed by the appointor or of his attorney duly authorised in writing. Where the Proxy Form 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.
8. Where a Proxy Form is signed on behalf of the appointor by an attorney or a duly authorised officer , the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority must (failing previous registration with the Managers) be lodged with the Proxy Form; failing which the instrument may be treated as invalid.
9. The Managers 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 Stapled Securities entered in the Depository Register, the Managers may reject a Proxy Form if the Stapled Securityholder, being the appointor, is not shown to have Stapled Securities 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 Managers.
10. All Stapled Securityholders will be bound by the outcome of the Extraordinary General Meeting regardless of whether they have attended or voted at the Extraordinary General Meeting.
11. 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 (i) the Chairman, (ii) by five or more Stapled Securityholders present in person or by proxy and having the right to vote at the meeting, or (iii) by Stapled Securityholders present in person or by proxy representing not less than 10.0% of the total voting rights of all the Stapled Securityholders having the right to vote 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.
12. On a show of hands, every Stapled Securityholder 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 Stapled Securityholder who is present in person or by proxy shall have one vote for every Stapled Security of which he is the Stapled Securityholder. A person entitled to more than one vote need not use all his votes or cast them the same way.

3rd fold here and seal