



FRASERS CENTREPOINT LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No. 196300440G)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Frasers Centrepoint Limited (the "**Company**") will be held at Level 2, Alexandra Point, 438 Alexandra Road, Singapore 119958 on 24 June 2015 at 10.00 a.m. for the purpose of considering and, if thought fit, passing with or without modifications, the following resolution:

THE PROPOSED SALE AND LEASEBACK ARRANGEMENT IN RESPECT OF SOFITEL SYDNEY WENTWORTH (ORDINARY RESOLUTION)

That approval be and is hereby given for the Proposed Transactions (as described in the circular to shareholders of the Company dated 9 June 2015 (the "**Shareholders' Circular**")) as an Interested Person Transaction (as defined in the Shareholders' Circular), which involves:

- (i) the divestment of a 75-year leasehold interest in Sofitel Sydney Wentworth (the "**Hotel**") by Frasers Sydney Wentworth Trust (an Australian trust indirectly wholly-owned by the Company) (the "**Vendor**") to FHT Sydney Trust 3 (an Australian sub-trust wholly-owned by Frasers Hospitality Real Estate Investment Trust ("**FH-REIT**")), on the terms and conditions set out in the 75-year Lease Agreement (as defined in the Shareholders' Circular), the sale of the furniture, furnishings and equipment under the FF&E Agreement (as defined in the Shareholders' Circular) and the Investment Management Agreement entered into in respect of FHT Sydney Trust 3 (as defined in the Shareholders' Circular). FH-REIT is a real estate investment trust which forms part of Frasers Hospitality Trust (a hospitality stapled group sponsored by the Company);
- (ii) the master lease arrangement¹ pursuant to the Master Lease Agreement (as defined in the Shareholders' Circular) entered into between Ananke Holdings Pty Ltd (the "**Master Lessee**") (an indirect wholly-owned subsidiary of FCL) and FHT Sydney Trust 3, pursuant to which the Master Lessee will lease the Hotel for an initial term of 20 years, with an option granted to the Master Lessee and exercisable at the option of the Master Lessee to renew the lease for a further term of 20 years on the same terms and conditions, save for any amendments required due to change in law and excluding any further option to renew, and the provision of the Corporate Guarantee (as defined in the Shareholders' Circular) by the Company in relation to the master lease arrangement; and

The admission and listing of the Company on Singapore Exchange Securities Trading Limited (the "**Listing**") was sponsored by DBS Bank Ltd. as the Sole Issue Manager. DBS Bank Ltd., United Overseas Bank Limited and Morgan Stanley Asia (Singapore) Pte. were the Joint Financial Advisers for the Listing of the Company. DBS Bank Ltd., United Overseas Bank Limited and Morgan Stanley Asia (Singapore) Pte. assume no responsibility for the contents of this announcement.

¹ There is currently an existing master lease in place between the Master Lessee and the Vendor. Prior to completion of the Proposed Divestment (as defined in the Shareholders' Circular), the existing master lease will be terminated and the Master Lessee will be the master lessee in respect of the Hotel under the new Master Lease Agreement entered into between the Master Lessee and the Vendor. Once the Proposed Divestment is completed, FHT Sydney Trust 3 will automatically become the lessor under the Master Lease Agreement by operation of law.

- (iii) the Company and any director of the Company be and is hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Company or, as the case may be, such director of the Company may consider expedient or necessary or in the interests of the Company to give effect to the Proposed Transactions (as defined in the Shareholders' Circular).

By Order of the Board

Piya Ttruangrachada
Company Secretary

9 June 2015

Important Notice:

- (1) A member of the Company entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
- (2) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958, not less than 48 hours before the time appointed for the Extraordinary General Meeting. The sending of a Proxy Form by a member does not preclude him from attending and voting in person at the Extraordinary General Meeting if he so wishes. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the Extraordinary General Meeting in person and, in such event, the Company reserves the right to refuse to admit any person or persons appointed under the Proxy Form to the Extraordinary General Meeting.
- (3) The Chairman of the Extraordinary General Meeting will be exercising his right under Article 61(B)(a) of the Articles of Association of the Company to demand a poll in respect of the Ordinary Resolution to be put to the vote of members at the Extraordinary General Meeting and at any adjournment thereof. Accordingly, the Ordinary Resolution at the Extraordinary General Meeting will be voted on by way of a poll.
- (4) By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company (or their agents) in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.