



## **FRASERS CENTREPOINT TRUST**

(Constituted in the Republic of Singapore pursuant to a trust deed dated 5 June 2006  
(as amended, restated and supplemented))

**MANAGED BY**

**FRASERS CENTREPOINT ASSET MANAGEMENT LTD.**

**INSTRUCTION BOOKLET DATED 8 APRIL 2025**

**PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION  
FOR PROVISIONAL ALLOTMENTS OF NEW UNITS UNDER THE  
PREFERENTIAL OFFERING**

*This instruction booklet (the “Instruction Booklet”) is issued in connection with the proposed non-renounceable preferential offering (the “Preferential Offering”) of new units (the “New Units”) in Frasers Centrepoint Trust (“FCT”).*

*This page has been intentionally left blank.*

## IMPORTANT NOTICE

***Please refer to the section titled “GLOSSARY” at the end of this Instruction Booklet for the definitions of certain capitalised terms used in this Instruction Booklet.***

Approval in-principle has been obtained from Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for the listing of, and dealing in and quotation of the New Units on the Main Board of the SGX-ST and official quotation will commence after all the New Units have been issued and the notification letters from The Central Depository (Pte) Limited (“**CDP**”) have been despatched. The SGX-ST’s in-principle approval is not to be taken as an indication of the merits of the equity fund raising which comprises (a) a private placement of New Units to institutional, accredited and expert investors and (b) the Preferential Offering, the New Units, FCT and/or its subsidiaries. The SGX-ST assumes no responsibility for the correctness of any statements made, opinions expressed or reports contained in this Instruction Booklet.

The acceptance form for New Units provisionally allotted to Eligible Unitholders (as defined herein) under the Preferential Offering and application form for excess New Units (the “**Excess New Units**”, and the acceptance and application form, the “**ARE**”) is not renounceable or transferable and is for use only by Eligible Unitholders. The ARE and this Instruction Booklet may not be used for the purpose of, and do not constitute, an offer or invitation or solicitation in any jurisdiction or in any circumstances in which such an offer or invitation or solicitation is unlawful or not authorised, or to any person to whom it is unlawful to make such an offer or invitation or solicitation. The distribution of the ARE and this Instruction Booklet may be prohibited or restricted either absolutely or unless various securities requirements, whether legal or administrative, are complied with in certain jurisdictions under the relevant securities laws of these jurisdictions. Eligible Unitholders or any other person having possession of the ARE and this Instruction Booklet are advised to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without liability to FCT, the Manager, the Trustee and the Underwriters (each as defined herein).

This Instruction Booklet and the ARE have not been registered under the applicable securities laws of any overseas jurisdiction and the New Units are not offered to any person who is not an Eligible Unitholder. The distribution of this Instruction Booklet and/or the ARE may be prohibited or restricted (either absolutely or subject to various relevant securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. Unitholders (as defined herein) or any other persons having possession of this Instruction Booklet, the ARE and/or its accompanying documents (if any) are required to inform themselves of and to observe any such prohibition or restriction at their own expense and without liability to FCT, the Manager, the Trustee and the Underwriters.

Without limiting the generality of the foregoing, none of this Instruction Booklet and the ARE or any copy thereof may be published or distributed, whether directly or indirectly, in whole or in part, in or into any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such an offer and the New Units may not be offered, sold, resold, transferred or delivered, directly or indirectly, to any such person or in any such jurisdiction.

This Instruction Booklet and/or the ARE are being supplied to you solely for your information and may not be reproduced, redistributed or passed on, directly or indirectly, to any other person or published, in whole or in part, for any purpose.

For practical reasons and in order to avoid violating applicable securities laws outside Singapore, the New Units will not be distributed to Unitholders (a) whose registered addresses with CDP are outside Singapore, and (b) who have not at least three Market Days (as defined herein) prior to the Record Date (as defined herein) provided CDP with addresses in Singapore for the service of notices or documents in accordance with the foregoing, and, in the case of Unitholders (who are

Eligible QIBs (as defined herein)) in the United States, who have not delivered to the Manager a signed Investor Representation Letter in the form attached hereto as **Appendix 3** not later than the Closing Date (as defined herein) (or such other date as may be agreed by the Manager with the Underwriters) ("**Foreign Unitholders**").

**ACCORDINGLY, FOREIGN UNITHOLDERS WILL NOT BE ENTITLED TO PARTICIPATE IN THE PREFERENTIAL OFFERING AND NO PROVISIONAL ALLOTMENT OF NEW UNITS WILL BE MADE TO FOREIGN UNITHOLDERS AND NO PURPORTED ACCEPTANCE THEREOF OR (IF APPLICABLE) APPLICATION THEREFOR BY FOREIGN UNITHOLDERS WILL BE VALID.**

For the avoidance of doubt, even if a Unitholder has provided a Singapore address as aforesaid, the distribution of New Units to him will be subject to compliance with applicable securities laws outside Singapore to the extent reasonably practicable. The Manager, along with the Underwriters, reserves the absolute discretion whether to allow such participation as well as the persons who may be allowed to do so.

### **Selling Restrictions**

No action has been or will be taken in any jurisdiction that would permit a public offering of the New Units to occur in any jurisdiction, or the possession, circulation or distribution of this Instruction Booklet, its accompanying documents (if any) or any other material relating to FCT or the New Units in any country or jurisdiction (other than Singapore, where action for the purpose is required).

Accordingly, the New Units may not be offered or sold, directly or indirectly, and none of this Instruction Booklet, the ARE, the accompanying documents (if any) or any offering materials or advertisement in connection with the New Units may be distributed or published, whether directly or indirectly, in whole or in part, in or into any country or jurisdiction except under circumstances that will result in compliance with all applicable rules and regulations of any such country or jurisdiction. Applicants (as defined herein) for New Units are recommended to consult their legal counsel prior to accepting any provisional allotment of New Units, applying for Excess New Units or making any offer, sale, resale, pledge or other transfer of the New Units.

No person in any territory outside Singapore receiving this Instruction Booklet and/or the ARE may treat the same as an offer, invitation or solicitation to subscribe for any New Units unless such offer, invitation or solicitation could lawfully be made without violating any regulation or legal requirements in such territory.

### ***For investors in the United States***

The New Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or under the securities laws of any state or any other jurisdiction of the United States and, accordingly, they may not be offered, sold, resold, granted, delivered, allotted, taken up or transferred, directly or indirectly, in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable state securities laws. The New Units will only be offered and sold (i) outside the United States in "offshore transactions" defined in, and in reliance on, Regulation S under the Securities Act ("**Regulation S**"), or (ii) in the United States, only to a limited number of Eligible QIBs, in each case in private transactions exempt from the registration requirements thereof.

The New Units have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the New Units. Any representation to the contrary is a criminal offence in the United States.

Any application sent from the United States, or in which the exercising holder or subscribing applicant requests for New Units to be credited to a Securities Account (as defined herein) and gives an address in the United States, will not be accepted unless the foregoing criteria have been met. Any payment made in respect of any application that does not meet the foregoing criteria will be returned without interest.

Each person in the United States who accepts delivery of a copy of this Instruction Booklet shall be deemed to represent, warrant and agree that it is an Eligible QIB and to have made each acknowledgement, representation, warranty and agreement in the form of the Investor Representation Letter.

**Any person in the United States who obtains a copy of this Instruction Booklet and who is not an Eligible QIB is not eligible to participate in the Preferential Offering and must disregard the contents of this Instruction Booklet and the ARE.**

If you are a finance company and/or a Depository Agent (as defined herein), you must abide by the following instructions: (i) you must not send this Instruction Booklet or any other documents related to the Preferential Offering (save for copies of the Investor Representation Letter) to anyone except (a) to persons outside the United States, or (b) to persons who are QIBs (as defined herein); and (ii) you must not accept any subscriptions for New Units in the Preferential Offering except (a) from persons outside the United States subscribing for the New Units in an “offshore transaction” (as defined in Regulation S), (b) from Eligible QIBs who are also Eligible Depositors and who have delivered to you duly executed Investor Representation Letters that you have confirmed directly with the Manager to be accepted, or (c) from Eligible QIBs who are also Eligible Depositors and who the Manager has confirmed to you in writing to have been directly invited to participate in the Preferential Offering.

***For investors outside the United States***

The New Units are being offered and sold outside the United States in offshore transactions as defined in, and in reliance on, Regulation S. Each purchaser of the New Units offered and sold outside the United States and in reliance on Regulation S will be deemed to have represented and agreed as follows (terms defined in Regulation S have the same meanings when used herein):

1. the purchaser (i) is, and the person, if any, for whose account it is acquiring the New Units is, outside the United States; and (ii) is acquiring the New Units in an “offshore transaction” meeting the requirements of Regulation S;
2. the purchaser is aware that the New Units have not been and will not be registered under the Securities Act and are being distributed and offered outside the United States in reliance on Regulation S; and
3. the purchaser acknowledges that FCT, the Manager, the Underwriters, their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations and agreements.

### ***For investors in Hong Kong SAR***

This Instruction Booklet and the ARE have not been approved by the Securities and Futures Commission in Hong Kong and, accordingly, no person shall issue or possess for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the New Units which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the New Units which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) (the “SFO”) and any rules made under the SFO. The Manager reserves the right to reject any acceptance of the New Units under the Preferential Offering where they believe, or have reason to believe, that such acceptance may violate the applicable laws of any jurisdiction.

### ***For investors in Australia***

This Instruction Booklet, the ARE and the Preferential Offering are only made available in Australia to persons to whom a disclosure document or product disclosure statement is not required to be given under Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act 2001 (Cth) (“**Australian Corporations Act**”). Neither this Instruction Booklet nor the ARE is a prospectus, product disclosure statement or any other form of formal disclosure document or product disclosure statement for the purposes of the Australian Corporations Act, and is not required to, and does not, contain all the information which would be required in a disclosure document or product disclosure statement under the Australian Corporations Act.

If you are in Australia, this Instruction Booklet or the ARE is made available to you only if you are a person to whom an offer of securities or financial products can be made without a disclosure document or product disclosure statement such as a professional investor, sophisticated investor or wholesale client for the purposes of Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act.

This Instruction Booklet and the ARE have not been and will not be lodged or registered with the Australian Securities and Investments Commission or Australian Securities Exchange or any other regulatory body or agency in Australia. The persons referred to in this Instruction Booklet or the ARE may not hold Australian financial services licences and may not be licensed to provide financial product advice in relation to the securities. No “cooling-off” regime will apply to an acquisition of any interest in FCT.

Neither this Instruction Booklet nor the ARE take into account the investment objectives, financial situation or needs of any particular person. Accordingly, before making any investment decision in relation to this Instruction Booklet or the ARE, you should assess whether the acquisition of any interest in FCT is appropriate in light of your own financial circumstances or seek professional advice.

If you acquire the New Units in Australia then you:

- (a) represent and warrant that you are a professional or sophisticated investor as defined in the Australian Corporations Act;
- (b) represent and warrant that you are a wholesale client as defined under the Australian Corporations Act; and

- (c) agree not to sell, transfer, assign, offer, or otherwise alienate any New Units to any person located in, or a resident of, Australia within 12 months from the date of their allotment, or as the case may be, issued under the Preferential Offering, except in circumstances where:
  - (i) disclosure to investors would not be required under either Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act; or
  - (j) such sale or offer is made pursuant to a disclosure document or product disclosure statement which complies with either Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act.

You acknowledge that none of the Manager and the Underwriters or any person representing the Manager or the Underwriters has made any representation to you with respect to FCT or the Preferential Offering. You represent that you are relying only on information that FCT makes publicly available in making your investment decision with respect to the New Units. You agree that you have had access to such financial and other information concerning FCT and the New Units as you have deemed necessary in connection with your decision to purchase New Units.

You acknowledge that the Manager and the Underwriters and others will rely upon the truth and accuracy of the above acknowledgements, representations and agreements. You agree that if any of the acknowledgements, representations or agreements you are deemed to have made by your purchase of New Units is no longer accurate, you will promptly notify the Manager and the Underwriters. If you are purchasing any New Units as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgements, representations and agreements on behalf of each account.

The Manager and the Underwriters have not taken any action, nor will the Manager and/or the Underwriters take any action, in any jurisdiction other than Singapore that would permit a public offering of the New Units, or the possession, circulation or distribution of this Instruction Booklet or any other material relating to FCT, the Manager or the New Units in any jurisdiction other than Singapore where action for that purpose is required.

The Manager reserves the right to reject any acceptance of the New Units under the Preferential Offering and/or any application for Excess New Units where it believes, or has reason to believe, that such acceptance may violate the applicable laws of any jurisdiction. Notwithstanding the foregoing paragraphs relating to the United States, Hong Kong and Australia, the Manager may in its sole discretion determine whether to allow the participation in the Preferential Offering by Unitholders who are located, resident or with a registered address in jurisdictions outside of Singapore, subject to and in compliance with the applicable securities and other laws of the relevant jurisdictions.

**IMPORTANT NOTICE TO (A) CENTRAL PROVIDENT FUND INVESTMENT SCHEME (“CPFIS”) INVESTORS, (B) SUPPLEMENTARY RETIREMENT SCHEME (“SRS”) INVESTORS, AND (C) INVESTORS WHO HOLD UNITS THROUGH A FINANCE COMPANY AND/OR DEPOSITORY AGENT**

Unitholders who have subscribed for or purchased units in FCT (“Units”) under the CPFIS and/or the SRS or through a finance company and/or Depository Agent can only accept their provisional allotments of New Units and (if applicable) apply for Excess New Units by instructing the relevant banks in which they hold their CPFIS accounts or SRS Accounts<sup>1</sup>, finance company and/or Depository Agent to do so on their behalf in accordance with this Instruction Booklet.

**ANY APPLICATION MADE DIRECTLY BY THE ABOVE-MENTIONED UNITHOLDERS THROUGH CDP, THE UNIT REGISTRAR AND/OR THE MANAGER, AS WELL AS ANY ELECTRONIC APPLICATION (“ELECTRONIC APPLICATION”) MADE THROUGH AUTOMATED TELLER MACHINES (“ATMS”) OF THE PARTICIPATING BANKS (AS DEFINED HEREIN) OR THROUGH AN ACCEPTED ELECTRONIC PAYMENT SERVICE (INCLUDING PAYNOW) OR AN ELECTRONIC SERVICE DELIVERY NETWORK (“ACCEPTED ELECTRONIC SERVICE”) WILL BE REJECTED.**

The above-mentioned Unitholders, where applicable, will receive notification letter(s) from their respective approved bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit acceptances of their provisional allotments of New Units and (if applicable) applications for Excess New Units to their respective approved bank, finance company and/or Depository Agent.

**(i) Use of CPF Funds (as defined herein)**

Unitholders participating in the CPFIS – Ordinary Account must use, subject to applicable Central Provident Fund (“CPF”) rules and regulations, monies standing to the credit of their respective CPF Investment Accounts to pay for the acceptance of their provisional allotments of New Units and (if applicable) application for Excess New Units, if they have previously bought their Units using their CPF Investible Savings (“CPF Funds”).

Such Unitholders who wish to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units using CPF Funds must have sufficient funds in their CPF Investment Accounts and must instruct their respective approved banks, where such Unitholders hold their CPF Investment Accounts, to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units on their behalf in accordance with this Instruction Booklet.

Such Unitholders who have insufficient funds in their CPF Investment Accounts may deposit cash into their CPF Investment Accounts with their approved banks to enable them to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units.

**(ii) Use of SRS Funds**

Unitholders who had purchased Units using their SRS Accounts and who wish to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units can only do so, subject to applicable SRS rules and regulations, using monies standing to the credit of their respective SRS Accounts.

---

<sup>1</sup> “SRS Account” refers to the account opened by a participant in the SRS from which money may be withdrawn for, among others, payment for the subscription of their provisional allotments of New Units and/or Excess New Units.



Such Unitholders who wish to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units using SRS monies, must instruct the relevant approved banks in which they hold their SRS Accounts to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units on their behalf in accordance with this Instruction Booklet. Such Unitholders who have insufficient funds in their SRS Accounts may, subject to the SRS contribution cap, deposit cash into their SRS Accounts with their approved banks before instructing their respective approved banks to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units. SRS investors are advised to provide their respective approved banks in which they hold their SRS Accounts with the appropriate instructions no later than the deadlines set by their respective approved banks in order for their respective approved banks to make the relevant acceptance and (if applicable) application on their behalf by the last date and time for acceptance, application (if applicable) and payment for provisional allotments of New Units and Excess New Units (the “Closing Date”).

**(iii) Holdings through Finance Company and/or Depository Agent**

Unitholders who hold Units through a finance company and/or Depository Agent must instruct the relevant finance company and/or Depository Agent to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units on their behalf in accordance with this Instruction Booklet.

**FOR CPFIS INVESTORS, SRS INVESTORS AND INVESTORS WHO HOLD UNITS THROUGH FINANCE COMPANIES OR DEPOSITORY AGENTS, ACCEPTANCES OF THEIR PROVISIONAL ALLOTMENTS OF NEW UNITS AND (IF APPLICABLE) APPLICATIONS FOR EXCESS NEW UNITS MUST BE DONE THROUGH THE RELEVANT APPROVED BANKS IN WHICH THEY HOLD THEIR CPFIS ACCOUNTS OR SRS ACCOUNTS, THE RELEVANT FINANCE COMPANIES OR DEPOSITORY AGENTS, RESPECTIVELY. SUCH INVESTORS ARE ADVISED TO PROVIDE THEIR RESPECTIVE BANKS IN WHICH THEY HOLD THEIR CPFIS ACCOUNTS OR SRS ACCOUNTS, FINANCE COMPANIES OR DEPOSITORY AGENTS, AS THE CASE MAY BE, WITH THE APPROPRIATE INSTRUCTIONS NO LATER THAN THE DEADLINES SET BY THEM IN ORDER FOR SUCH INTERMEDIARIES TO MAKE THE RELEVANT ACCEPTANCE AND (IF APPLICABLE) APPLICATION ON THEIR BEHALF BY THE CLOSING DATE. ANY ACCEPTANCE AND/OR APPLICATION MADE BY SUCH INVESTORS DIRECTLY THROUGH CDP, THE UNIT REGISTRAR AND/OR THE MANAGER, AS WELL AS ANY ELECTRONIC APPLICATION WILL BE REJECTED.**

**Notification under Section 309B of the Securities and Futures Act 2001 of Singapore:** The New Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**UNITHOLDERS WHO HAVE ANY DOUBT ON THEIR ELIGIBILITY OR THE PROCEDURES NEEDED TO BE TAKEN TO ACCEPT, PAY FOR AND SUBSCRIBE FOR THE NEW UNITS AND (IF APPLICABLE) EXCESS NEW UNITS CAN CONTACT ONE OF THE FOLLOWING FROM 9 A.M. TO 5 P.M. ON WEEKDAYS AT THE FOLLOWING:**

<b>DBS BANK LTD. (INCLUDING POSB)</b>	<b>OVERSEA-CHINESE BANKING CORPORATION LIMITED</b>	<b>UNITED OVERSEAS BANK LIMITED</b>
<b>TELEPHONE NO. : 1800 111 1111</b>	<b>TELEPHONE NO. : +65 6530 1275</b>	<b>TELEPHONE NO. : +65 6533 9898</b>

**ALTERNATIVELY, UNITHOLDERS CAN CONTACT THE MANAGER AT THE FOLLOWING:**

<b>TELEPHONE NO.</b>	<b>:</b>	<b>+65 6277 2657</b>
<b>EMAIL</b>	<b>:</b>	<b>ir@fraserscentrepointrust.com</b>

## INDICATIVE TIMETABLE OF THE PREFERENTIAL OFFERING

Last date that the Units are quoted on a “cum” Preferential Offering basis	:	Tuesday, 1 April 2025
Units trade ex-Preferential Offering	:	Wednesday, 2 April 2025
Record Date for the Preferential Offering	:	Thursday, 3 April 2025 at 5.00 p.m.
Opening date and time for the Preferential Offering	:	Tuesday, 8 April 2025 at 9.00 a.m. (9.00 a.m. for Electronic Applications via ATM of a Participating Bank)
Closing Date  (Last date and time for acceptance, application (if applicable) and payment for provisional allotments of New Units and Excess New Units)	:	Wednesday, 16 April 2025 at  – 5.30 p.m. for applications via the ARE or Electronic Applications via the SGX Investor Portal and remittances via PayNow  – 9.30 p.m. for Electronic Applications via ATM of a Participating Bank
Expected date for crediting of New Units	:	Friday, 25 April 2025
Expected date and time for commencement of trading of New Units	:	Friday, 25 April 2025 at 9.00 a.m.
Expected date for refund of unsuccessful applications (if made through CDP)	:	Within 3 business days after commencement of trading of New Units

The above timetable is indicative only and is subject to change. As at the date of this Instruction Booklet, Frasers Centrepoint Asset Management Ltd., as the manager of FCT (the “**Manager**”), does not expect the timetable to be modified. However, the Manager may, with the approval of the SGX-ST, modify the timetable subject to any limitation under any applicable law. The Manager will publicly announce any change to the above timetable through an SGXNET announcement to be posted on the SGX-ST’s website at <http://www.sgx.com>.

## PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION (IF APPLICABLE) BY ELIGIBLE UNITHOLDERS

### 1. INTRODUCTION

- 1.1 Eligible Unitholders are entitled to receive this Instruction Booklet and the ARE which forms part of this Instruction Booklet. For the purposes of this Instruction Booklet, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM shall, where the Eligible Unitholder is a Depository Agent, be taken to include an application made via the SGX Investor Portal or SGX-SFG Service or through other electronic methods designated by CDP from time to time.
- 1.2 The provisional allotments of New Units are governed by the terms and conditions of this Instruction Booklet, the Trust Deed and the instructions in the ARE.

The number of New Units provisionally allotted to each Eligible Unitholder is indicated in the ARE (fractional entitlements (if any) having been disregarded).

The Securities Accounts of Eligible Unitholders have been credited by CDP with the provisional allotments of New Units as indicated in the ARE. Eligible Unitholders may accept their provisional allotments of New Units in full or in part and are eligible to apply for New Units in excess of their provisional allotments under the Preferential Offering, save as provided in this Appendix 1. Full instructions for the acceptance of and payment for the provisional allotments of New Units and payment for Excess New Units are set out in this Instruction Booklet as well as the ARE.

- 1.3 If an Eligible Unitholder wishes to accept his provisional allotment of New Units specified in the ARE, in full or in part, and (if applicable) apply for Excess New Units, he may do so by way of an Electronic Application or by completing and signing the relevant sections of the ARE. An Eligible Unitholder should ensure that the ARE is accurately completed and signed, failing which the acceptance of the provisional allotment of New Units and (if applicable) application for Excess New Units may be rejected.

For and on behalf of the Manager, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) excess application(s) if the ARE is not accurately completed and signed or if the "Free Balance" of your Securities Account is not credited with, or is credited with less than the relevant number of New Units accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the ARE or this Instruction Booklet, at CDP's absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank or electronic service delivery networks (such as the SGX Investor Portal) and the submission is unsuccessful) or **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions

without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

**AN ELIGIBLE UNITHOLDER MAY ACCEPT HIS PROVISIONAL ALLOTMENT OF NEW UNITS SPECIFIED IN THE ARE AND (IF APPLICABLE) APPLY FOR EXCESS NEW UNITS EITHER THROUGH CDP AND/OR BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK OR ACCEPTED ELECTRONIC SERVICE. WHERE AN ELIGIBLE UNITHOLDER IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SFG SERVICE.**

Where an acceptance, application and/or payment does not conform strictly to the terms set out under this Instruction Booklet, the ARE and/or any other application form for the New Units and/or Excess New Units in relation to the Preferential Offering or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE and/or any other application form for the New Units and/or Excess New Units in relation to the Preferential Offering which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Manager and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

- 1.4 Unless expressly provided to the contrary in this Instruction Booklet and the ARE with respect to enforcement against Eligible Unitholders, a person who is not a party to any contracts made pursuant to this Instruction Booklet or the ARE has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- 1.5 Details on the acceptance for the provisional allotment of New Units and (if applicable) application for Excess New Units are set out in paragraphs 2 to 4 of this Appendix 1.

## **2. MODE OF ACCEPTANCE AND APPLICATION**

### **2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank or Accepted Electronic Service**

Instructions for Electronic Applications through ATMs of Participating Banks to accept the New Units provisionally allotted or (if applicable) to apply for Excess New Units will appear on the ATM screens of the respective Participating Banks. Please refer to page 20 of this Instruction Booklet for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

Instructions for Electronic Applications through an Accepted Electronic Service are set out in the ARE.

IF AN ELIGIBLE UNITHOLDER MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK OR THROUGH AN ACCEPTED ELECTRONIC SERVICE, HE WOULD HAVE IRREVOCABLY AUTHORISED THE RELEVANT BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ELIGIBLE UNITHOLDER WHO HAS ACCEPTED THE NEW UNITS PROVISIONALLY ALLOTTED TO HIM BY WAY OF THE ARE AND/OR HAS APPLIED FOR EXCESS NEW UNITS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK OR AN ACCEPTED ELECTRONIC SERVICE, THE MANAGER AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE MANAGER AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.

## 2.2 Acceptance/Application through ARE Submitted to CDP

If the Eligible Unitholder wishes to accept the provisional allotment of New Units and (if applicable) apply for Excess New Units through the ARE submitted to CDP, he must:

- (a) complete and sign the ARE. In particular, he must state in Part C(i) of the ARE the total number of New Units provisionally allotted to him which he wishes to accept and the number of Excess New Units applied for and in Part C(ii) of the ARE the 6 digits of the Cashier's Order or Banker's Draft; and
- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of New Units accepted and (if applicable) Excess New Units applied for:

by post, **AT THE SENDER'S OWN RISK**, in the self-addressed envelope provided, to **FRASERS CENTREPOINT ASSET MANAGEMENT LTD. (AS MANAGER OF FRASERS CENTREPOINT TRUST) C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**,

so as to arrive not later than **5.30 P.M. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager).

The payment for the relevant number of New Units accepted and (if applicable) Excess New Units applied for at the Preferential Offering Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to **"CDP – FCPT PREF OFFER ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** with the name and Securities Account number of the Eligible Unitholder clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

**NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS WILL BE ACCEPTED. NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

## 2.3 Acceptance through the SGX-SFG Service (for Depository Agents only)

Depository Agents may accept the provisional allotment of New Units and (if applicable) apply for Excess New Units through the SGX-SFG service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Manager to receive acceptances on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms

and conditions contained in the ARE and this Instruction Booklet as if the ARE had been completed, signed and submitted to CDP.

## **2.4 Insufficient Payment**

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of New Units accepted by the Eligible Unitholder and (if applicable) the Excess New Units applied for by the Eligible Unitholder; the attention of the Eligible Unitholder is drawn to paragraphs 1.3 and 5.2 of this Appendix 1 which set out the circumstances and manner in which the Manager and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Manager's behalf whether under the ARE or any other application form for New Units in relation to the Preferential Offering. With respect to applications made via an Accepted Electronic Service, remittances may be rejected and refunded at CDP's discretion if they do not match the quantity of New Units accepted by the Eligible Unitholder indicated through such Accepted Electronic Service.

## **2.5 Acceptance of Part of Provisional Allotments of New Units**

An Eligible Unitholder may choose to accept his provisional allotment of New Units specified in the ARE in full or in part. If an Eligible Unitholder wishes to accept part of his provisional allotment of New Units, he should note that the balance of his provisional allotment of New Units is **NON-RENOUNCEABLE**.

**AS SUCH, IF AN ELIGIBLE UNITHOLDER WISHES TO ACCEPT PART OF HIS PROVISIONAL ALLOTMENT OF NEW UNITS, HE WILL NOT BE ABLE TO TRADE THE BALANCE OF HIS PROVISIONAL ALLOTMENT OF NEW UNITS ON THE SGX-ST OR MAKE ANY ARRANGEMENTS TO RENOUNCE THE BALANCE OF HIS PROVISIONAL ALLOTMENT OF NEW UNITS.**

An Eligible Unitholder who wishes to accept part of his provisional allotment of New Units should:

- (a) complete and sign the ARE for the number of New Units provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or
- (b) accept and subscribe for that part of his provisional allotment of New Units by way of Electronic Application(s) or through Accepted Electronic Service(s) in the prescribed manner as described in paragraphs 2.1 or 2.3 above.

The balance of the provisional allotment of New Units which is not accepted by the Eligible Unitholder will automatically lapse and cease to be available for acceptance by that Eligible Unitholder if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 16 April 2025** (or such other time(s) and date(s) as may be announced from time to time by or on behalf of the Manager) or if an acceptance is not made through CDP or through an Accepted Electronic Service by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager).

**Eligible Unitholders are prohibited from trading, transferring, assigning or otherwise dealing with (in full or in part) their (i) provisional allotment of New Units, or (ii) eligibility to apply for Excess New Units.**

### 3. COMBINATION APPLICATION

In the event that the Eligible Unitholder accepts his provisional allotment of New Units by way of the ARE and/or has applied for Excess New Units by way of the ARE and also by way of Electronic Application(s), the Manager and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Manager and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Eligible Unitholder shall be regarded as having irrevocably authorised the Manager and/or CDP to apply all amounts received whether under the ARE and (if applicable) any other acceptance of New Units provisionally allotted to him and/or application for Excess New Units (including an Electronic Application(s)) in whichever mode or combination as the Manager and/or CDP may, in their/its absolute discretion, deem fit.

### 4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF 54 NEW UNITS FOR EVERY 1,000 EXISTING UNITS AT THE PREFERENTIAL OFFERING ISSUE PRICE OF S\$2.050)

As an illustration, if an Eligible Unitholder has 10,000 Units standing to the credit of his Securities Account as at the Record Date, the Eligible Unitholder will be provisionally allotted 540 New Units as set out in his ARE. The Eligible Unitholder's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

#### Alternatives

#### Procedures to be taken

- (a) Accept his entire provisional allotment of 540 New Units and (if applicable) apply for Excess New Units.

- (1) Accept his entire provisional allotment of 540 New Units and (if applicable) apply for Excess New Units by way of an Electronic Application through an ATM of a Participating Bank not later than **9.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager). Payment amount must correspond to the number of New Units and (if applicable) the number of Excess New Units applied for; or



## Alternatives

## Procedures to be taken

- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 540 New Units and (if applicable) the number of Excess New Units applied for and forward the original signed ARE together with a single remittance for S\$1,107.00 (or, if applicable, such higher amount in respect of the total number of New Units accepted and Excess New Units applied for) by way of a Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore, and made payable to **"CDP – FCPT PREF OFFER ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** for the full amount due on acceptance and (if applicable) application, by post, at his own risk, in the self-addressed envelope provided to **FRASERS CENTREPOINT ASSET MANAGEMENT LTD. (AS MANAGER OF FRASERS CENTREPOINT TRUST) C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager) and with the name and Securities Account number of the Eligible Unitholder clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

**NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED; or**

- (3) Accept his entire provisional allotment of 540 New Units and (if applicable) apply for Excess New Units by way of an Electronic Application through an Accepted Electronic Service as described herein not later than **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager). Payment amount must correspond to the number of New Units and/or (if applicable) the number of Excess New Units applied for.



## Alternatives

- (b) Accept a portion of his provisional allotment of New Units, for example 100 provisionally allotted New Units, and reject the balance.

## Procedures to be taken

- (1) Accept his provisional allotment of 100 New Units by way of an Electronic Application through an ATM of a Participating Bank not later than **9.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager); or
- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 100 New Units and forward the original signed ARE, together with a single remittance for S\$205.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager); or
- (3) Accept his provisional allotment of 100 New Units by way of an Electronic Application through an Accepted Electronic Service not later than **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager).

The balance of the provisional allotment of 440 New Units which is not accepted by the Eligible Unitholder will automatically lapse and cease to be available for acceptance by that Eligible Unitholder if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager) or if an acceptance is not made through CDP via ARE or an Accepted Electronic Service by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager).

## 5. TIMING AND OTHER IMPORTANT INFORMATION

### 5.1 Timing

**THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE NEW UNITS IN RELATION TO THE PREFERENTIAL OFFERING IS:**

- (A) 9.30 P.M. ON 16 APRIL 2025 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE MANAGER) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE NEW UNITS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK; AND**
- (B) 5.30 P.M. ON 16 APRIL 2025 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE MANAGER) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE NEW UNITS IS MADE THROUGH CDP VIA THE ARE, OR THROUGH AN ACCEPTED ELECTRONIC SERVICE OR SGX-SFG SERVICE.**

If acceptance and payment for the New Units in the prescribed manner as set out in the ARE and this Instruction Booklet is not received through an ATM of a Participating Bank by **9.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager) or through CDP via the ARE or an Accepted Electronic Service by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager) from any Eligible Unitholder, the provisional allotment of New Units shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotment not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Manager may, in its absolute discretion, deem fit. All monies received in connection therewith will be returned by CDP for and on behalf of the Manager to the Eligible Unitholders, without interest or any share of revenue or other benefit arising therefrom, **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank or an Accepted Electronic Service), or **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

**IF AN ELIGIBLE UNITHOLDER IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

## 5.2 Appropriation

Without prejudice to paragraph 1.3 of this Appendix 1, an Eligible Unitholder should note that:

- (a) by accepting his provisional allotment of New Units and/or applying for Excess New Units, he acknowledges that, in the case where the amount of remittance payable to the Manager in respect of his acceptance of the New Units provisionally allotted to him and (if applicable) in respect of his application for Excess New Units as per the instructions received by CDP whether under the ARE and/or in any other application form for New Units in relation to the Preferential Offering differs from the amount actually received by CDP, the Manager and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Manager's behalf for each application on its own whether under the ARE and/or any other application form for New Units in relation to the Preferential Offering as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the New Units provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess New Units. The determination and appropriation by the Manager and CDP shall be conclusive and binding;
- (b) if the Eligible Unitholder has attached a remittance to the ARE and/or any other application form for New Units in relation to the Preferential Offering made through CDP, he would have irrevocably authorised the Manager and CDP, in applying the amounts payable for his acceptance of the New Units and (if applicable) his application for Excess New Units, to apply the amount of the remittance which is attached to the ARE and/or any other application form for New Units in relation to the Preferential Offering made through CDP; and
- (c) in the event that the Eligible Unitholder accepts the New Units provisionally allotted to him by way of the ARE and/or has applied for Excess New Units by way of the ARE and also by way of Electronic Application(s), the Manager and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Manager and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Eligible Unitholder shall be deemed as having irrevocably authorised the Manager and/or CDP to apply all amounts received whether under the ARE and/or any other acceptance and/or application for Excess New Units (including Electronic Application(s)) in whichever mode or combination as the Manager and/or CDP may, in their/its absolute discretion, deem fit.

## 5.3 Availability of Excess New Units

The Excess New Units available for application are subject to the terms and conditions contained in the ARE, this Instruction Booklet and the Trust Deed. Applications for Excess New Units will, at the Manager's absolute discretion, be satisfied from such New Units as are not validly taken up by the Eligible Unitholders, the original allottee(s) of New Units together with the aggregated fractional entitlements to the New Units and any New Units that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Instruction Booklet. In the event that applications are received by the Manager for more Excess New Units than are available, the Excess New Units available will be allotted in such manner as the Manager may, in their absolute discretion, deem fit in the interests of FCT. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE MANAGER MAY MAKE.** In the allotment of Excess New Units, preference will be given to the rounding of odd lots, and that Directors and Substantial Unitholders (each as defined herein) who have control or influence over FCT or the Manager in connection with the day to day affairs of FCT or the Manager or the terms of the Preferential Offering, or have representation (direct or through a nominee) on the board of directors of the Manager will

rank last in priority for the rounding of odd lots and allotment of Excess New Units. The Manager reserves the right to refuse any application for Excess New Units, in whole or in part, without assigning any reason whatsoever. In the event that the number of Excess New Units allotted to an Eligible Unitholder is less than the number of Excess New Units applied for, the Eligible Unitholder shall be deemed to have accepted the number of Excess New Units actually allotted to him.

If no Excess New Units are allotted or if the number of Excess New Units allotted is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to such Eligible Unitholder, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the New Units, by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for Excess New Units by way of an Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service), the receipt by such banks being a good discharge to the Manager and CDP of their obligations, if any, thereunder, or **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP or if he/they had applied for Excess New Units through CDP). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

#### 5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotment of New Units is made by the Eligible Unitholders by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such New Units is effected by **9.30 p.m. on 16 April 2025** or an Accepted Electronic Service and payment of the full amount payable for such New Units is effected by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager); or
- (b) the duly completed and original signed ARE accompanied by a single remittance for the full amount payable for the relevant number of New Units accepted and (if applicable) Excess New Units applied for at the Preferential Offering Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – FCPT PREF OFFER ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Eligible Unitholders clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft is submitted by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **FRASERS CENTREPOINT ASSET MANAGEMENT LTD. (AS MANAGER OF FRASERS CENTREPOINT TRUST) C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**; or an Accepted Electronic Service by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager); or

- (c) acceptance of the provisional allotment of New Units is made by the Eligible Unitholders by way of an Accepted Electronic Service and payment of the full amount payable for such New Units is effected by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager); or
- (d) acceptance is made by a Depository Agent via the SGX-SFG Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) for the New Units is effected by **5.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager),

the provisional allotment of New Units will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance.

All monies received in connection therewith will be returned to the Eligible Unitholders without interest or any share of revenue or other benefit arising therefrom **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE, AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

**ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.**

## **5.5 Certificates**

The certificates for the New Units and Excess New Units will be registered in the name of CDP or its nominee. Upon the crediting of the New Units and Excess New Units, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of New Units and Excess New Units credited to your Securities Account.

## **5.6 General**

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of New Units provisionally allotted and credited to your Securities Account. You can verify the number of New Units provisionally allotted and credited to your Securities Account online if you have registered for CDP Internet Access. Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of New Units provisionally allotted and credited to your Securities Account.

It is your responsibility to ensure that the ARE is accurately completed in all respects and signed in its originality. The Manager and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Manager accepts any responsibility or liability for the consequences of such a decision.

**EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS INSTRUCTION BOOKLET, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF NEW UNITS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS NEW UNITS IS IRREVOCABLE.**

No acknowledgement will be given for any submissions sent by post, or deposited into boxes located at CDP's premises.

All communications, notices, documents and remittances to be delivered or sent to you may be sent by **ORDINARY POST** or **EMAIL** to your mailing or email address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

## **5.7 Personal Data Privacy**

By completing and delivering an ARE and in the case of an Electronic Application, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key (as the case may be), an Eligible Unitholder or Applicant (i) consents to the collection, use and disclosure of his personal data by the Participating Banks, the Unit Registrar, the SGX-ST, CDP, the Manager, FCT, the Trustee and the Underwriters and/or any of their affiliates or any persons acting on their behalf (collectively, the **"Relevant Persons"**) for the purpose of facilitating his application for the New Units, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the **"Purposes"**); (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law; and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

## **ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS THROUGH AN ATM OF A PARTICIPATING BANK**

The procedures for Electronic Applications through an ATM of a Participating Bank to accept the provisional allotments of the New Units or (if applicable) to apply for the Excess New Units under the Preferential Offering at the ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks (the **"Electronic Application Steps"**). Please read carefully the instructions set out on the ATM screens of the relevant Participating Banks and this Instruction Booklet before making an Electronic Application. An ATM card issued by one Participating Bank cannot be used in respect of the acceptance of New Units and (if applicable) the application for Excess New Units at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

**All references to "Rights Issue" and "Rights Application" on the ATM screens of the Participating Banks shall mean the offer of New Units under the Preferential Offering and the acceptance of such New Units and (if applicable) the application for Excess New Units, respectively. All references to "Shareholders" and "Share Registrar" on the ATM screens of the Participating Banks shall mean the Unitholders and the Unit Registrar, respectively. All references to "Offer Information Statement/Document" on the ATM screens of the**



**Participating Banks shall mean this Instruction Booklet and the ARE. For the avoidance of doubt, no offer information statement has been lodged with the Monetary Authority of Singapore in connection with the Preferential Offering.**

Any reference to the “**Applicant**” in the terms and conditions for Electronic Applications and the Electronic Application Steps shall mean an Eligible Unitholder who accepts his provisional allotment of New Units and (if applicable) applies for Excess New Units under the Preferential Offering through an Electronic Application. An Applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Banks before he can make an Electronic Application through an ATM of that Participating Bank. The actions that the Applicant must take at the ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction through an ATM of a Participating Bank, the Applicant will receive an ATM transaction slip (“**Transaction Record**”) confirming the details of his Electronic Application. The Transaction Record is for retention by the Applicant and should not be submitted with any ARE.

**An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him by that Participating Bank in his own name. Using his own Securities Account number with an ATM card which is not issued to him by that Participating Bank in his own name will render his acceptance of his provisional allotment of New Units or (if applicable) application for Excess New Units liable to be rejected.**

**Eligible Unitholders who have subscribed for or purchased Units under the CPFIS, SRS or through finance companies and/or Depository Agents can only accept their provisional allotments of New Units and (if applicable) apply for Excess New Units by instructing the respective approved banks in which they hold their CPFIS accounts and/or SRS Accounts, finance companies and/or Depository Agents to do so on their behalf no later than the deadlines set by them in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. ANY APPLICATION MADE BY THE ABOVE-MENTIONED ELIGIBLE UNITHOLDERS DIRECTLY THROUGH CDP, THE UNIT REGISTRAR AND/OR THE MANAGER, AS WELL AS ANY ELECTRONIC APPLICATION, WILL BE REJECTED. Such Eligible Unitholders who have insufficient funds in their CPF Investment Accounts or SRS Accounts may deposit cash into their CPF Investment Accounts or SRS Accounts with their approved banks before instructing their respective approved banks to accept their provisional allotments of New Units and (if applicable) apply for Excess New Units.**

The Electronic Application through an ATM of a Participating Bank shall be made in accordance with, and subject to, this Instruction Booklet, including but not limited to the terms and conditions appearing below:

1. In connection with his Electronic Application for the New Units, the Applicant is required to confirm statements to the following effect in the course of activating the ATM of a Participating Bank for his Electronic Application:
  - (a) that he has received a copy of this Instruction Booklet and the ARE and has read, understood and agreed to all the terms and conditions of acceptance of the New Units and (if applicable) application for Excess New Units under the Preferential Offering prior to effecting the Electronic Application, and agrees to be bound by the same; and
  - (b) that he authorises CDP to give, provide, divulge, disclose or reveal information pertaining to his Securities Account maintained in CDP’s record, including, without limitation, his name(s), his NRIC number(s) or passport number(s), Securities Account number(s), address(es), the number of Units standing to the credit of his Securities

Account, the number of provisional allotments of New Units allotted to him, his acceptance and (if applicable) application for Excess New Units and any other information (the “**Relevant Particulars**”) to the Unit Registrar, CDP, the SGX-ST, any of their affiliates or any persons acting on their behalf, the Manager, the Trustee, the Underwriters and any other relevant parties (the “**Relevant Parties**”) as CDP may deem fit for the purpose of the Preferential Offering and his acceptance and/or (if applicable) application.

His acceptance of the provisional allotment of New Units and (if applicable) application for Excess New Units will not be successfully completed and cannot be recorded as a completed transaction in the ATM of a Participating Bank unless he presses the “Enter”, “OK”, “Confirm” or “Yes” key, as the case may be. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1(b) above, his confirmation, by pressing the “Enter”, “OK”, “Confirm” or “Yes” key, as the case may be, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore, including Section 47(2) and the Third Schedule of the Banking Act 1970 of Singapore, to the disclosure by the Participating Bank of the Relevant Particulars to the Relevant Parties.

2. An Applicant may make an Electronic Application for the New Units and (if applicable) Excess New Units under the Preferential Offering using cash only by authorising such Participating Bank to deduct the full amount payable from his bank account with such Participating Bank.
3. The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of New Units provisionally allotted and any Excess New Units applied for as stated on the Transaction Record, or the number of New Units provisionally allotted standing to the credit of the “Free Balance” of his Securities Account as at the close of the Preferential Offering (whichever is the lesser number). In the event that the Manager decides to allot any lesser number of Excess New Units or not to allot any number of Excess New Units to the Applicant, the Applicant agrees to accept the decision as final and binding.
4. If the Applicant’s Electronic Application is successful, his confirmation (by his action of pressing the “Enter”, “OK”, “Confirm” or “Yes” key, as the case may be, on the ATM screen of a Participating Bank) of the number of New Units accepted and (if applicable) Excess New Units applied for shall signify and shall be treated as his acceptance of the number of New Units that may be allotted to him and (if applicable) his application for Excess New Units.
5. In the event that the Applicant accepts his provisional allotment of New Units both by way of an ARE and by way of an Electronic Application, the Manager and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as the Manager and/or CDP may, in their/its absolute discretion, deem fit. In determining the number of New Units which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the number of New Units provisionally allotted which are standing to the credit of the “Free Balance” of his Securities Account as at the close of the Preferential Offering and the aggregate number of New Units which have been accepted by the Applicant by way of the ARE and by Electronic Application. The Manager and/or CDP, in determining the number of New Units which the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of the provisional allotments of New Units, whether by way of Cashier’s Order or Banker’s Draft drawn on a bank in Singapore accompanying the ARE, or by way of the acceptance through Electronic Application, which he has authorised or deemed to have authorised to be applied towards the payment in respect of his acceptance.



6. If applicable, in the event that the Applicant applies for Excess New Units both by way of an ARE and by way of an Electronic Application, the Manager and/or CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as the Manager and/or CDP may, in their/its absolute discretion, deem fit. In determining the number of Excess New Units which the Applicant has validly given instructions for the application of, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of Excess New Units not exceeding the aggregate number of Excess New Units for which he has applied by way of the ARE and by way of application through Electronic Application. The Manager and/or CDP, in determining the number of Excess New Units which the Applicant has given valid instructions for the application, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the Excess New Units, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore accompanying the ARE or by way of application through Electronic Application, which the Applicant has authorised or deemed to have authorised to be applied towards the payment in respect of the Applicant's application.
7. The Applicant irrevocably requests and authorises the Manager to:
- (a) register or procure the registration of the New Units and (if applicable) the Excess New Units allotted to the Applicant in the name of CDP for deposit into his Securities Account; and
  - (b) return or refund (without interest or any share of revenue or other benefit arising therefrom) the full amount or, as the case may be, the balance of the acceptance/application monies, should the number of New Units and (if applicable) the Excess New Units as indicated in his Electronic Application not be allotted or, as the case may be, fully allotted by or on behalf of the Manager for any reason, by automatically crediting the Applicant's bank account with the relevant Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the New Units.
8. **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING OR APPLYING FOR THE NEW UNITS AS THE NOMINEE OF ANY OTHER PERSON.**
9. The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Banks, the Manager, the Trustee, the Underwriters and/or the Unit Registrar) and any events whatsoever beyond the control of CDP, the Participating Banks, the Manager, the Trustee, the Underwriters and/or the Unit Registrar and if, in any such event, CDP, the Participating Banks, the Manager, the Trustee, the Underwriters and/or the Unit Registrar do not record or receive the Applicant's Electronic Application or data relating to the Applicant's Electronic Application by **9.30 p.m. on 16 April 2025** or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager, or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against CDP, the Participating Banks, the Manager, the Trustee, the Underwriters and/or the Unit Registrar for any purported acceptance of the New Units and (if applicable) application for Excess New Units thereof or for any compensation, loss or damages in connection therewith or in relation thereto.

10. Electronic Applications through ATMs of the Participating Banks may only be made from Mondays to Saturdays (excluding public holidays) between 7.00 a.m. to 9.30 p.m. during the period of the Preferential Offering. This service will not be available on Sundays. Electronic Applications through ATMs of the Participating Banks shall close at **9.30 p.m. on 16 April 2025** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Manager).
11. All particulars of the Applicant in the records of the relevant Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct, and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify the relevant Participating Bank.
12. The Applicant must have sufficient funds in his bank account(s) with the relevant Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application made through ATMs of the Participating Banks which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
13. Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance/application monies will be returned or refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's account with the relevant Participating Bank within three (3) business days after the commencement of trading of the New Units. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance/ application monies will be refunded on the same terms.
14. By making and completing an Electronic Application through an ATM of a Participating Bank, the Applicant agrees that:
  - (a)
    - (i) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any supplementary document or replacement document is lodged with the Monetary Authority of Singapore);
    - (ii) he represents and warrants that unless he is an Eligible QIB, he is not located within the United States (within the meaning of Regulation S under the Securities Act) and is acquiring the provisional allotment of the New Units and/or the Excess New Units in an offshore transaction (within the meaning of Regulation S under the Securities Act); and
    - (iii) he represents, warrants and undertakes that he can subscribe for the New Units and/or the Excess New Units in accordance with all applicable laws and regulations;
  - (b) his Electronic Application, and (if applicable) the application for Excess New Units, the acceptance thereof by the relevant Participating Bank and the Manager and the contract resulting therefrom shall be governed by, and construed in accordance with, Singapore law and for the benefit of CDP, the Manager, the Trustee, the Underwriters, the other Relevant Persons, the Participating Banks and the Unit Registrar, and he irrevocably submits to the exclusive jurisdiction of the Singapore courts. Notwithstanding the foregoing, CDP, the Manager, the Trustee, the Underwriters, the other Relevant Persons, the Participating Banks and the Unit Registrar shall retain the right to bring proceedings against him in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

- (c) none of CDP, the Manager, the Trustee, the Underwriters, the Unit Registrar or the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage, transmission or delivery of data relating to his Electronic Application to the Manager or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective control;
- (d) any interest, share of revenue or other benefit accruing on or arising from or in connection with any acceptance and (if applicable) application monies shall be for the benefit of the Manager and none of CDP, FCT, the Manager, the Trustee, the Underwriters, the other Relevant Persons nor any other persons involved in the Preferential Offering shall be under any obligation to account for such interest, share of revenue or other benefit to him or any other person;
- (e) in accepting his provisional allotment of New Units, reliance is placed solely on the information contained in this Instruction Booklet and that none of CDP, FCT, the Manager, the Trustee, the Underwriters or any other person involved in the Preferential Offering shall have any liability for any information not so contained, except for any liability which cannot by law be excluded; he has not relied on any information, representation or warranty supplied or made by or on behalf of the Relevant Persons; he has access to all information he believes is necessary or appropriate in connection with his purchase of the New Units; he has not relied on any investigation that the Underwriters or any of the Relevant Persons may have conducted with respect to the New Units or FCT, and none of such persons has made any representation to him, express or implied, with respect to the New Units or FCT; except for any liability which cannot by law be excluded, he will not hold any of the Relevant Persons responsible for any misstatements in or omissions from any publicly available information concerning FCT and none of the Relevant Persons owe nor accept any duty, liability or responsibility to him, whether in contract or in tort (including without limitation, negligence and breach of statutory duty) or otherwise and shall not be liable in respect of any loss, damage or expense whatsoever in relation to the Preferential Offering;
- (f) he will not be entitled to exercise any remedy of rescission for misrepresentation at any time after his acceptance of the provisional allotment of New Units and (if applicable) his application for Excess New Units under the Preferential Offering;
- (g) in respect of the New Units and/or Excess New Units for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Manager and not otherwise, notwithstanding any payment received by or on behalf of the Manager; and
- (h) unless expressly provided to the contrary in this Instruction Booklet and/or the Electronic Application, a person who is not a party to any contracts made pursuant to this Instruction Booklet and the Electronic Application (other than CDP, the Manager, the Underwriters, the other Relevant Persons, the Participating Banks and the Unit Registrar) has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contract. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

15. The Applicant should ensure that his personal particulars, as recorded by both CDP and the relevant Participating Banks, are correct and identical; otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his mailing address, failing which the notification letter on successful allotment and other correspondences will be sent to his mailing address last registered with CDP.
16. The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Manager will reject any acceptance by any person acting as nominee.
17. The Applicant hereby acknowledges that, in determining the total number of New Units which he can validly accept under the Preferential Offering, the Manager and CDP are entitled and the Applicant hereby authorises the Manager and CDP to take into consideration:
  - (a) the total number of New Units which the Applicant has validly accepted, whether under the ARE or any other form of acceptance (including by way of an Electronic Application) for the New Units; and
  - (b) the total number of New Units represented by the provisional allotments of New Units standing to the credit of the "Free Balance" of the Applicant's Securities Account which is available for acceptance.

**The Applicant hereby acknowledges that the determination of CDP or the Manager shall be conclusive and binding on him.**

18. The Applicant irrevocably requests and authorises CDP to accept instructions from or on his behalf from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of the New Units accepted by the Applicant and (if applicable) the Excess New Units which the Applicant has applied for, and such instructions shall be binding and conclusive on the Applicant.
19. With regard to any acceptance of the provisional allotments of New Units and (if applicable) application for Excess New Units and/or payment which does not conform strictly to the instructions set out under this Instruction Booklet or the ARE in relation to the Preferential Offering, or which does not comply with the instructions for Electronic Applications set out under this Instruction Booklet, or where the "Free Balance" of the Applicant's Securities Account is not credited with, or credited with less than the relevant number of New Units subscribed for as at the Closing Date, or in the case of an acceptance and/or application by the ARE in relation to the Preferential Offering which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Manager and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application and payment or otherwise process all remittances at any time after receipt in such manner as they/it may deem fit.
20. The Manager and CDP shall be entitled to process each application submitted for the acceptance of the provisional allotments of New Units and (if applicable) application of Excess New Units in relation to the Preferential Offering and the payment received in relation thereto, pursuant to such application by an Applicant on its own, without regard to any other application and payment that may be submitted by the same Applicant. For the avoidance of doubt, insufficient payment for an application submitted for the acceptance of the provisional allotments of New Units and (if applicable) application for Excess New Units may render the application invalid; evidence of payment (or overpayment) in other applications shall not

constitute, or be construed as, an affirmation of such invalid application submitted for the acceptance of provisional allotments of New Units and (if applicable) application for Excess New Units.

### **Steps for Electronic Application of New Units under the Preferential Offering through ATMs of DBS Bank Ltd. (including POSB)**

For illustration purposes, the steps for making an Electronic Application through a DBS Bank or POSB ATM are shown below. Certain words appearing on the screen are in abbreviated form (“A/c”, “amt”, “appln”, “&”, “I/C” and “No.” refer to “Account”, “amount”, “application”, “and”, “NRIC” and “Number” respectively.) Any reference to “you” or the “Applicant” in this section refers to an individual accepting his provisional allotment of New Units under the Preferential Offering, whether in full or in part, by way of an Electronic Application. Instructions for making an Electronic Application on the ATM screens of the Participating Banks (other than DBS Bank ATMs (including POSB)), may differ slightly from those represented below.

#### **Step**

1. Insert your personal DBS Bank or POSB ATM Card.
2. Enter your Personal Identification Number.
3. Select “MORE SERVICES”.
4. Select your preferred language.
5. Select “ESA-IPO/RIGHTS APPLN/BONDS/SSB/SGS/INVESTMENTS”.
6. Select “RIGHTS APPLN”.
7. Read and understand the following statements which will appear on the screen and press the button to continue:–

#### **INVESTORS TO TAKE NOTE:**

- ALL INVESTMENTS COME WITH RISK, INCLUDING THE RISK THAT YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT.
- YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT DECISIONS.
- YOU SHOULD READ THE OFFER DOCUMENTS\* BEFORE MAKING THE APPLICATION TO SUBSCRIBE FOR THE SECURITIES.

\*OFFER DOCUMENTS REFER TO OFFER INFORMATION STATEMENT AND/OR PRODUCT HIGHLIGHTS SHEET

- YOU AGREE THAT THIS TRANSACTION IS ENTERED INTO TOTALLY ON YOUR OWN ACCORD AND AT YOUR OWN RISK. THE AVAILABILITY OF THIS APPLICATION SERVICE SHALL NOT BE CONSTRUED AS A RECOMMENDATION OR ADVICE FROM DBS/POSB TO ENTER INTO THIS TRANSACTION. YOU MAY WISH TO SEEK PRIOR ADVICE FROM A QUALIFIED ADVISER AS TO THE TRANSACTION SUITABILITY.

8. Read and understand the following statements which will appear on the screen and press the button to continue:–
- WHERE APPLICABLE, THE OFFER DOCUMENTS\* HAVE BEEN LODGED/ REGISTERED WITH THE MONETARY AUTHORITY OF SINGAPORE AND/OR THE RELEVANT SECURITIES EXCHANGE WHICH ASSUMES NO RESPONSIBILITY FOR ITS CONTENTS.
  - WHERE APPLICABLE, A COPY OF THE OFFER DOCUMENTS\* AND/OR SUPPLEMENTARY OR REPLACEMENT PROSPECTUS/DOCUMENT CAN BE OBTAINED FROM OUR INTERNET BANKING WEBSITE, THE ISSUER MANAGER(S), DBS/POSB BRANCHES IN SINGAPORE AND THE PARTICIPATING BANKS DURING BANKING HOURS, SUBJECT TO AVAILABILITY.
  - YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS IN THE OFFER DOCUMENTS\*.
9. Select “**Continue**” to acknowledge:
- APPLY THROUGH ATM ONLY IF THE RELEVANT SECURITIES ARE HELD DIRECTLY THROUGH CDP UNDER YOUR NAME IN THE RELEVANT ACCOUNT. IF A PORTION OF YOUR HOLDINGS IS SO HELD THROUGH CDP, YOUR ATM APPLICATION SHOULD APPLY ONLY TO THAT PORTION.
  - IF THE RELEVANT SECURITIES ARE HELD THROUGH A FINANCE COMPANY/ DEPOSITORY AGENT (INCLUDING THE BANK YOU MAINTAIN YOUR CPF/SRS INVESTMENT ACCOUNT WITH (“AGENT BANK”), WHERE APPLICABLE), YOU **SHOULD NOT** APPLY THROUGH ATM IN RESPECT OF THE RELEVANT SECURITIES HELD THROUGH THE RELEVANT FINANCE COMPANY/DEPOSITORY AGENT/AGENT BANK. ANY SUCH APPLICATION MADE THROUGH ATM WILL BE REJECTED BY CDP FOR AND ON BEHALF OF THE ISSUER. INSTEAD, YOU SHOULD INSTRUCT THE RELEVANT FINANCE COMPANY/DEPOSITORY AGENT/ AGENT BANK TO APPLY ON YOUR BEHALF IN ACCORDANCE WITH THE OFFER INFORMATION STATEMENT/DOCUMENT, WHERE APPLICABLE.
  - DO YOU WISH TO PROCEED WITH YOUR APPLICATION THROUGH ATM?
10. Select the DBS Bank account (Autosave/Current/Savings/Savings Plus) or the POSB account (Current/Savings) from which to debit your application monies.
11. Select “FRASERSCPTR NRO”.
12. Check the details of the Preferential Offering and press the “TO CONTINUE” key to continue.
13. Press the “TO CONTINUE” key to acknowledge:
- YOU HAVE READ, UNDERSTOOD & AGREED TO ALL TERMS & CONDITIONS GOVERNING THIS ACCEPTANCE/APPLICATION, INCLUDING THE CDP’S TERMS & CONDITIONS GOVERNING THE ELECTRONIC APPLICATION FOR RIGHTS ISSUES (OR OTHER OFFERINGS MADE ON A PRO RATA BASIS TO SECURITIES HOLDERS) THROUGH THE ATM AND THE OFFER INFORMATION STATEMENT/DOCUMENT, WHERE APPLICABLE.



- FOR THE PURPOSES OF FACILITATING YOUR APPLICATION, YOU CONSENT TO THE BANK COLLECTING AND USING YOUR NAME, NRIC/PASSPORT NUMBER, ADDRESS, NATIONALITY, CDP SECURITIES ACCOUNT NUMBER, CPF INVESTMENT ACCOUNT NUMBER, APPLICATION DETAILS AND OTHER PERSONAL DATA AND DISCLOSING THE SAME FROM OUR RECORDS TO REGISTRARS OF SECURITIES OF THE ISSUER, SGX, CDP, CPF, ISSUER/VENDORS(S) AND ISSUE MANAGER(S).
  - THIS APPLICATION/ACCEPTANCE IS MADE IN YOUR OWN NAME AND AT YOUR OWN RISK.
14. Enter the number of New Units (**representing your entitlements including Excess New Units, if applicable**) you wish to accept and apply for.
  15. Enter your own 12-digit Securities Account number. Press the “**ENTER**” key if your Securities Account number has already been stored in DBS Bank’s records. If the Securities Account number stored in DBS Bank’s records is incorrect, re-enter your 12-digit Securities Account number and press the “**ENTER**” key.
  16. Press “**CONFIRM**” if you wish to proceed with this securities application. (Note: If you see a message “You do not have rights entitlements in your CDP Securities Account or your entitlement has not been credited yet. Do you wish to proceed with this application?”, this means that you do not have New Units provisionally allotted to you under the Preferential Offering and you should select “Cancel”.)
  17. Check the details of your securities application, your NRIC or passport number and Securities Account number, the security name, the number of securities on the screen applied for, amount of application, CDP charges and commission fees on the screen and press the “**ENTER**” key to confirm your application
  18. Remove the Transaction Record for your reference and retention only.
  19. Remove your DBS Bank or POSB ATM Card.

## GLOSSARY

<b>Accepted Electronic Service</b>	:	An accepted electronic payment service (including PayNow) or an electronic service delivery network (such as the SGX Investor Portal)
<b>Applicant</b>	:	An Eligible Unitholder who accepts his provisional allotment of New Units and (if applicable) applies for Excess New Units under the Preferential Offering through an Electronic Application
<b>ARE</b>	:	The acceptance form for New Units provisionally allotted to Eligible Unitholders under the Preferential Offering and application form for Excess New Units
<b>ATM</b>	:	Automated teller machine
<b>CDP</b>	:	The Central Depository (Pte) Limited
<b>Closing Date</b>	:	The last date and time for acceptance, (if applicable) application and payment for provisional allotments of New Units and Excess New Units, being <b>16 April 2025</b> at <b>5.30 p.m.</b> for applications via the ARE or Electronic Applications via the SGX Investor Portal and remittances via PayNow and <b>16 April 2025</b> at <b>9.30 p.m.</b> for Electronic Applications through an ATM of a Participating Bank
<b>CPF</b>	:	Central Provident Fund
<b>CPF Funds</b>	:	CPF Investible Savings
<b>CPFIS</b>	:	CPF Investment Scheme
<b>Directors</b>	:	The directors of the Manager as at the date of this Instruction Booklet
<b>Electronic Application</b>	:	Acceptance of the New Units and (if applicable) application for Excess New Units made through an ATM of a Participating Bank or Accepted Electronic Service in accordance with this Instruction Booklet and (where applicable) the relevant procedures as set out on the ATM screens of the relevant Participating Banks
<b>Electronic Application Steps</b>	:	The procedures for Electronic Applications through the ATMs of the Participating Banks as set out on the ATM screens of the relevant Participating Bank



<b>Eligible Depositors</b>	:	<p>Unitholders with Units standing to the credit of their Securities Accounts and:</p> <p>(a) whose registered addresses with CDP are in Singapore as at the Record Date; or</p> <p>(b) who have at least three Market Days prior to the Record Date provided CDP with addresses in Singapore for the service of notices and documents,</p> <p>but exclude, subject to certain exceptions, Unitholders located, resident or with a registered address outside of Singapore</p>
<b>Eligible QIBs</b>	:	<p>QIBs (a) whose identities have been agreed upon by the Manager and the Underwriters; (b) who have each provided the Manager with a signed Investor Representation Letter in the form attached hereto in <b>Appendix 3</b> not later than the Closing Date (or such other date as may be agreed by the Manager with the Underwriters); and (c) who are Eligible Depositors</p>
<b>Eligible Unitholders</b>	:	<p>(a) the Eligible Depositors and (b) the Eligible QIBs</p>
<b>Excess New Units</b>	:	<p>New Units represented by (i) the provisional allotments of Eligible Unitholders who decline or do not accept, whether in full or in part, their provisional allotment of New Units under the Preferential Offering (during the period from <b>8 April 2025</b> to <b>16 April 2025</b>), (ii) the provisional allotments of Unitholders which are not Eligible Unitholders, and (iii) the aggregate of fractional entitlements</p>
<b>FCT</b>	:	<p>Frasers Centrepont Trust</p>
<b>Foreign Unitholders</b>	:	<p>Unitholders (a) whose registered addresses with CDP are outside Singapore, and (b) who have not at least three (3) Market Days prior to the Record Date provided CDP with addresses in Singapore for the service of notices or documents in accordance with the foregoing, and, in the case of Unitholders (who are Eligible QIBs) in the United States, who have not delivered to the Manager a signed Investor Representation Letter in the form attached hereto as <b>Appendix 3</b> not later than the Closing Date (or such other date as may be agreed by the Manager with the Underwriters)</p>
<b>Investor Representation Letter</b>	:	<p>The Investor Representation Letter in the form as set out in <b>Appendix 3</b></p>
<b>Manager</b>	:	<p>Frasers Centrepont Asset Management Ltd., as the manager of FCT</p>

<b>Market Day</b>	:	A day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the SGX-ST is open for trading in securities
<b>New Units</b>	:	The new Units proposed to be issued under the Preferential Offering
<b>Participating Banks</b>	:	DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited
<b>Preferential Offering</b>	:	The non-renounceable preferential offering of New Units at the Preferential Offering Issue Price to Eligible Unitholders on the basis of 54 New Units for every 1,000 existing Units held on the Record Date, fractions of a New Unit to be disregarded
<b>Preferential Offering Issue Price</b>	:	S\$2.050 per New Unit
<b>QIB</b>	:	Means “qualified institutional buyer” as such term is defined in Rule 144A under the Securities Act
<b>Record Date</b>	:	<b>5.00 p.m. on 3 April 2025</b> , being the time and date on which the Register of Unitholders and the Transfer Books of FCT will be closed for the purposes of determining the provisional allotments of Eligible Unitholders under the Preferential Offering
<b>Regulation S</b>	:	Regulation S under the Securities Act
<b>Relevant Particulars</b>	:	An Applicant’s name pertaining to his Securities Account maintained in CDP’s record, including, without limitation, his name, NRIC/passport number, address, nationality, Securities Account number, the number of Units standing to the credit of his Securities Account, the number of provisional allotments of the New Units allotted to him, his acceptance and (if applicable) application for the Excess New Units
<b>Relevant Parties</b>	:	The Unit Registrar, CDP, the SGX-ST, any of their affiliates or any persons acting on their behalf, the Manager, the Trustee, the Underwriters and such other parties as CDP may deem fit
<b>Relevant Persons</b>	:	The Participating Banks, the Unit Registrar, the SGX-ST, CDP, FCT, the Manager, the Trustee and the Underwriters and/or any of their affiliates or any persons acting on their behalf

<b>S\$</b>	:	Singapore Dollars
<b>Securities Account</b>	:	Securities account maintained by a depositor but does not include a securities sub-account maintained with a depository agent (as defined in Section 81SF of the Securities and Futures Act 2001 of Singapore) with CDP
<b>Securities Act</b>	:	The U.S. Securities Act of 1933, as amended
<b>SGX-ST</b>	:	Singapore Exchange Securities Trading Limited
<b>SRS</b>	:	Supplementary Retirement Scheme
<b>SRS Account</b>	:	The account opened by a participant in the SRS from which money may be withdrawn for, among others, payment for the subscription of their provisional allotments of New Units and/or Excess New Units
<b>Substantial Unitholder</b>	:	Any Unitholder with an interest in such number of Units constituting not less than 5.0% of all Units in issue
<b>Transaction Record</b>	:	The ATM transaction slip
<b>Trust Deed</b>	:	The trust deed dated 5 June 2006 constituting FCT, as amended, varied, or supplemented from time to time
<b>Trustee</b>	:	HSBC Institutional Trust Services (Singapore) Limited, as the trustee of FCT
<b>Underwriters</b>	:	DBS Bank Ltd., Citigroup Global Markets Singapore Pte. Ltd., Oversea-Chinese Banking Corporation Limited, United Overseas Bank Limited and Maybank Securities Pte. Ltd.
<b>Unit</b>	:	A unit representing an undivided interest in FCT
<b>United States or U.S.</b>	:	The United States of America, its territories and possessions, any state of the United States and the District of Columbia
<b>Unitholder</b>	:	A depositor (as defined in Section 81SF of the Securities and Futures Act 2001 of Singapore) whose Securities Account with CDP is credited with Units or the registered holder for the time being of Units
<b>Unit Registrar</b>	:	Boardroom Corporate & Advisory Services Pte. Ltd.

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the same meanings ascribed to them in Section 81SF of the Securities and Futures Act 2001 of Singapore.

Words importing the singular shall, where applicable, include the plural and vice versa. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Any reference in this Instruction Booklet to any enactment is a reference to that enactment for the time being amended or re-acted.

Any reference to a date or time of day in this Instruction Booklet is a reference to Singapore date or time unless otherwise stated.

## PROCEDURES TO COMPLETE THE ARE

### 1. Know your holdings and entitlement

#### **A. KNOW YOUR HOLDINGS & ENTITLEMENT**

Number of Units  
currently held  
by you

XX XXX

This is your  
unitholdings as at  
Record Date.

Units as at  
**5.00 p.m. on 3 April 2025**  
(Record Date)

This is the date to  
determine your  
provisional allotment  
of New Units.

Number of New Units  
provisionally  
allotted

XX XXX

This is your number of  
New Units  
provisionally allotted.

Issue Price

**S\$2.050** per New Unit

This is the price that  
you need to pay when  
you subscribe for one  
New Unit.

### 2. Select your application options

#### **B. SELECT YOUR APPLICATION OPTIONS**

**1. Online via SGX Investor Portal** Access event via Corporate Actions Form Submission on investors.sgx.com or log in to your Portfolio on investors.sgx.com to submit your application via electronic application form. Make payment using PayNow by **5.30 p.m. on 16 April 2025**. You do not need to return this form.

This is the last date and  
time to subscribe for  
the New Units through  
ATM and CDP.

**2. ATM** Follow the procedures set out on the ATM screen of a Participating Bank. Submit your application by **9.30 p.m. on 16 April 2025**. Participating Banks are DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited, and United Overseas Bank Limited.

You can apply for your  
New Units through  
ATMs of these  
participating banks.

**3. Form** Complete section C below and submit this form by **5.30 p.m. on 16 April 2025**, together with Cashier's Order or Banker's Draft payable to "**CDP – FCPT PREF OFFER ACCOUNT**". Write your name and securities account number on the back of the Cashier's Order or Banker's Draft.

This is the payee name  
to be issued on your  
Cashier's Order or  
Banker's Draft where  
Frasers Centrepoint Trust  
is the name of the issuer.

**Note:** Please refer to the ARE for the actual holdings, entitlements, Record Date, Preferential Offering Issue Price, Closing Date for subscription, list of participating ATM banks and payee name on the Cashier's Order or Banker's Draft.



## 5. Application via SGX Investor Portal

### User Guide to apply and pay for Rights via SGX Investor Portal

Before you proceed to apply for rights via Investor Portal, please ensure that you have the following:

1. Singpass (Singaporeans/PRs/Work Pass Holders) or CDP Internet User ID (Foreigners/Corporates)
2. Daily limit to meet your transfer request (up to S\$200,000 per transaction for PayNow, capped at a daily fund transfer limit set with your bank, whichever is lower).
3. Notification to alert you on the transfer, refund and submission status. Please turn on the setting in your bank account notifications and update your email address with CDP.

#### Notes:

1. Please ensure that your applications and payments are received by CDP before 5.30 pm (Singapore Time) on the event close date. Otherwise, CDP will reject the application.
2. Payment from rejected applications will be refunded to your originating bank account. Banks might impose fees to process refunds. The fees will be deducted from the refund amount. Please check with your bank on the charges and status of your refund.
3. CDP will determine the number of rights applied using total payment received on each day, ignoring resultant fractional cent payable if any.
4. Post allocation, CDP will refund any excess amount to your Direct Crediting Service (DCS) bank account.
5. A transaction fee of S\$2 (inclusive of GST) applies for PayNow. It is non-refundable once the instruction is submitted successfully, regardless of the amount of rights allotted.

#### Step 1

Scan QR code using your mobile or visit Investor Portal at [investors.sgx.com](http://investors.sgx.com)



#### Step 2

Select the event or log in to your Portfolio



**Step 3**

Enter the number of rights and confirm payment amount

Corporate Actions Form Submission  
ABC Pte Ltd

Event
Verification
Details
Declaration & Payment

Application for Rights Securities and Excess Rights Securities

Closing Date: 5.30pm (Singapore Time) on DD-MMM-YYYY or such later dated as may be announced from time to time.

CDP Securities Account Number  
Individual Account 1234-5678-9000

**Application Option(s)**  
Your Holdings & Entitlement  
Linked Company  
ABC Pte Ltd  
Number of Rights Securities held by you as of Record Date  
XXXX  
Number of Rights Securities previously allotted  
XXXX  
Excess Price (per Rights Security)  
XXXX  
The values listed here are as of record date. Any transactions completed as at record date during the event duration on this security will not be reflected here. Please check your Portfolio (CDP Interest) for details on this security.  
I want to apply for the number of Rights Securities as indicated below.  
Total Number of Rights Securities Applied  
XXXX  
Previously Allocated Excess Rights Securities  
Payment Currency  
XXXX  
Please select the currency that you would like to pay in.

**Step 4**

Scan QR code using your bank mobile app and submit application along with payment

Complete your payment

To ensure successful submission of your instruction, please complete your payment process. Please do not close the browser before receiving payment confirmation.

Selected payment method:  
**PAYNOW** (Estimated processing time: Up to 1 business day)

Via QR Code
Via UEN

You are paying an amount of XXXX to The Central Depository Pte Ltd.  
Scan the QR code below using your banking application.

Time Remaining for Payment: XXXX minutes

Download QR Code



## FORM OF INVESTOR REPRESENTATION LETTER FOR THE PREFERENTIAL OFFERING

### Important Note to QIBs:

Please return a duly signed investor representation letter to Frasers Centrepoint Asset Management Ltd. (as manager of Frasers Centrepoint Trust) (the “**Manager**”) by mail or e-mail so as to reach the Manager on or before **5.30 P.M.** (Singapore time) on 16 April 2025.

Please also forward a copy of the signed investor representation letter to your depository agent (including nominee, custodian or other financial intermediary). You should note that if you do not return a duly signed investor representation letter in a timely manner, you may not be eligible to participate in the Preferential Offering (as defined herein).

**Date:** \_\_\_\_\_ 2025

### **FRASERS CENTREPOINT ASSET MANAGEMENT LTD.**

(as manager of Frasers Centrepoint Trust) (the “**Manager**”)

438 Alexandra Road  
#21-00 Alexandra Point  
Singapore 119958

### **DBS BANK LTD. (“DBS”)**

12 Marina Boulevard  
Marina Bay Financial Centre Tower 3  
Singapore 018982

### **CITIGROUP GLOBAL MARKETS SINGAPORE PTE. LTD. (“Citi”)**

8 Marina View  
#21-00 Asia Square Tower 1  
Singapore 018960

### **OVERSEA-CHINESE BANKING CORPORATION LIMITED (“OCBC”)**

63 Chulia Street  
#10-00  
Singapore 049514

### **UNITED OVERSEAS BANK LIMITED (“UOB”)**

80 Raffles Place  
#03-03 UOB Plaza 1  
Singapore 048624

### **MAYBANK SECURITIES PTE. LTD. (“Maybank”)**

50 North Canal Road  
#03-01  
Singapore 059304

(DBS, Citi, OCBC, UOB and Maybank, as the underwriters to the Preferential Offering (as defined below), shall be referred to as the “**Underwriters**”)

Ladies and Gentlemen:

**Re: Preferential Offering (the “Preferential Offering”) of \_\_\_\_\_ units (the “New Units”) of Frasers Centrepoint Trust (“FCT”)**

In this letter, references to “we”, “us” and “our” herein shall refer to us, and, where applicable, any person on whose behalf we are acting as nominee in subscribing or purchasing the New Units and each of our and their respective ultimate beneficial owner (the “**Beneficial Owner**”). The term “affiliate” as used in this letter is understood to include (i) all employees, officers, directors and representatives of the relevant party and any other person acting on that party’s behalf in the relevant context and (ii) all persons that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified (as used in this sentence, the terms “control”, “controlled by” and “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise).

We have full power and authority to purchase the New Units and to make the acknowledgements, representations and agreements herein (where applicable, for and on behalf of any Beneficial Owner) and the person signing this letter on our behalf has been duly authorised by us to do so; and the acknowledgements, representations and agreements herein are made by us in respect of ourselves and where applicable, each Beneficial Owner.

In connection with the purchase of the New Units pursuant to the Preferential Offering, we (on behalf of ourselves and, where applicable, any Beneficial Owner) represent, warrant, agree and acknowledge as follows:

1. We are the beneficial holder of (or are acting on account of Beneficial Owner(s) who are unitholders beneficially holding) units in FCT as at the date hereof.
2. We understand that any purchase of New Units by us will be subject to and based upon all the terms, conditions, acknowledgements, agreements and other information contained in this letter.
3. We understand and acknowledge that no offering or disclosure documents or information have been or will be prepared by the Manager, the Underwriters or any of their respective affiliates or any other person in connection with the placing of the New Units; we have not requested and will not request the Manager or the Underwriters to provide us with any such document or information.
4. We acknowledge that: (a) the existing units of FCT are, and the New Units will be, listed on the Main Board of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) and the Manager is therefore required to publish certain business, financial and other information in accordance with the rules and practices of the SGX-ST as well as applicable Singapore laws and regulations (collectively, the “**Exchange Information**”), which includes, but is not limited to, a description of the nature of FCT’s business, material developments or information relating to FCT as well as interim and annual financial statements; (b) we are able to obtain or access the Exchange Information without undue difficulty, have reviewed such Exchange Information that we have deemed necessary, and have all information that we believe is necessary or appropriate for the purpose of making our own independent and informed investment decision in purchasing or subscribing for the New Units; (c) the Underwriters are assisting the Manager in respect of the Preferential Offering and that the Underwriters and their affiliates are acting solely for FCT and the Manager and no one else in connection with the Preferential Offering and, in particular, are not providing any service to us, making any recommendations to us, advising us regarding the suitability of any transactions we may enter into to subscribe for or purchase any New Units, nor providing any

advice to us in relation to FCT, the Preferential Offering or otherwise; (d) we may not rely, and have not relied, on any investigation that each of the Underwriters, any of their respective affiliates or any person acting on their behalf may have conducted with respect to the New Units or FCT or its business or properties in making our decision to purchase the New Units, or upon any recommendation, promise, representation or warranty of or view expressed by or on behalf of any Underwriter or any of their respective affiliates (including any research reports); (e) we have consulted with and have only relied on the advice of our own legal, regulatory, tax, business, investment, financial, accounting advisers and other independent advisers in each jurisdiction in connection herewith to the extent we have deemed necessary; (f) we have conducted our own investigation, consulted our own independent advisers and made our own assessment based upon our own judgment, investigation, due diligence and advice from such advisers as we have deemed necessary, and have satisfied ourselves concerning the relevant tax, legal, accounting, currency and other economic consideration relevant to the Preferential Offering and our investment in the New Units; and (g) we are highly sophisticated investors and have such knowledge and experience in financial and business matters and in investment in equity securities that we are capable of evaluating the merits, risks and suitability of our investment in the New Units. We understand that an investment in the New Units involves a considerable degree of risk and that the New Units are a speculative investment, that no United States (the “**United States**” or “**U.S.**”) federal or state or other agency has made any finding or determination as to the fairness of any such investment or any recommendation or endorsement of any such investment, and we have the financial ability to bear the economic risk of our investment in the New Units, have adequate means of providing for our current and contingent needs, have no need for liquidity with respect to our investment in the New Units, and are able to sustain a complete loss of our investment in the New Units. We acknowledge and agree that we will not hold the Underwriters, FCT, the Manager, any of their affiliates or any person acting on their behalf responsible for any misstatements in or omissions from any publicly available information, including the Exchange Information, or from any other Information (as defined below), concerning FCT, the Manager, the Preferential Offering or the New Units, and except for any liability which cannot by law be excluded, none of the Manager, FCT, the Underwriters, any of their respective affiliates and any person acting on any of their behalf accepts any responsibility in relation to the Preferential Offering, and we waive any and all claims, actions, liabilities, damages or demands that we may have against each of them for all or part of any such loss or losses we may suffer. We understand and acknowledge that nothing in this letter or in any of the Information (as defined below) or in any communication with us in connection with the Preferential Offering constitutes legal, tax or investment advice. We have no reason to anticipate any change in our circumstances, financial or otherwise, which may cause or require any sale or distribution by us of all or any part of any New Units we may decide to invest in.

5. We acknowledge that:

- (a) we are purchasing the New Units solely on the basis of publicly available information (including, without limitation the Exchange Information) (collectively, the “**Information**”) and based on our own investigation, due diligence and other matters set out in paragraph 3 above;

- (b) no Information or any other written or oral information relating to the Preferential Offering, the New Units or FCT has been prepared or will be provided by the Underwriters or any of their affiliates to us, and none of FCT, the Manager, the Underwriters or any of their respective affiliates has verified or will verify any Information, and no recommendation, promise, representation or warranty (express or implied) is, has been or will be made or given by FCT, the Manager, the Underwriters or any of their respective affiliates as to the accuracy, completeness or sufficiency of the Information, and we will not hold FCT, the Manager, the Underwriters or any of their respective affiliates responsible for the accuracy, completeness or sufficiency of the Information; and
  - (c) nothing contained in the Information is, or shall be relied upon as, a promise, representation or warranty by FCT, the Manager, the Underwriters or any of their respective affiliates and none of FCT, the Manager, the Underwriters or any of their respective affiliates are under any obligation to provide us with any amendment, update or replacement information with respect to the Information.
6. We have not participated in or attended any investor meetings or presentations by the Manager or FCT or any of their agents (with respect to FCT or the New Units); or if we have participated in or attended any investor meetings or presentations by the Manager or FCT or any of their agents (**"Management Presentations"**) we:
- (a) understand and acknowledge that the Underwriters may not have knowledge of the statements that the Manager or FCT or any of their agents may have made at such Management Presentations and are therefore unable to determine whether the information provided to us at such Management Presentations may have included any material misstatements or omissions;
  - (b) understand and acknowledge that such management presentations were conducted without the participation of the Underwriters, and are not a part of the Preferential Offering;
  - (c) acknowledge that the Underwriters have advised us not to rely in any way on any information that was provided to us at such Management Presentations; and
  - (d) confirm that, to the best of our knowledge, we have not been provided any material information that was not publicly available.
7. We are acquiring the New Units for investment purposes and not with a view to any distribution (within the meaning of U.S. securities laws) of the New Units.
8. We acknowledge that we will not be entitled to any distribution of FCT's distributable income in respect of the period from 1 October 2024 to 3 April 2025.
9. We represent and acknowledge that FCT is not and does not expect or intend to become subject to the periodic reporting and other information requirements of the U.S. Securities Exchange Act of 1934, as amended, and that the Singapore disclosure requirements and standards are different from those of the United States.

10. We understand (and each account for which we are acting has been advised and understands) that the New Units have not been and will not be registered under the Securities Act of 1933, as amended (the “**Securities Act**”) and may not be reoffered, resold, pledged or otherwise transferred except (a) in an offshore transaction complying with Rule 903 or 904 of Regulation S under the Securities Act, (b) pursuant to Rule 144 under the Securities Act (if available), or (c) pursuant to another applicable exemption from, or in transactions not subject to, the registration requirements under the Securities Act, and that, in each case, such reoffer, resale, pledge or transfer must be made in accordance with any applicable securities laws of any state of the United States. We understand that the Underwriters make no representation as to the availability of Rule 144, Rule 144A or any other exemption from registration under the Securities Act for the reoffer, resale, pledge or transfer of the New Units. We understand (and each account for which we are acting has been advised and understands) that the New Units may not be reoffered, resold, pledged or otherwise transferred in any jurisdiction or in any circumstances in which such offer or sale is not authorised or to any person to whom it is unlawful to make such offer, sale or invitation.
11. If we are located outside the United States, we represent, agree and acknowledge that we are purchasing the New Units in an offshore transaction as defined in and in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act and acknowledge and agree that such purchase is not a result of any directed selling efforts (as defined in Regulation S under the Securities Act) in the United States.
12. If we are located in the United States, we represent, agree and acknowledge that we are (or if we are acquiring the New Units as a fiduciary or agent for one or more investor accounts, each such account is) a “qualified institutional buyer” as defined in Rule 144A under the Securities Act (“**QIB**”); and
- (a) we are acquiring such New Units for our own account or for the account of a QIB and not with a view to any distribution thereof and are aware, and each beneficial owner of the New Units has been advised, that the sale of the New Units is being made in reliance on the exemption from the registration requirements of the Securities Act pursuant to Section 4(a)(2) thereof;
  - (b) we acknowledge and agree that our purchase of the New Units is not a result of any “general solicitation or general advertising” within the meaning of Rule 502(c) of Regulation D under the Securities Act; and
  - (c) if we are acquiring New Units as a fiduciary or agent for the account of one or more QIBs, we represent that we have sole investment discretion with respect to each such account and we have full power and authority to make the acknowledgements, representations, warranties and agreements contained herein on behalf of each owner of such account.
13. To the extent we subscribe for New Units constituting “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, we agree, on our own behalf and on behalf of any accounts for which we are acting, that we will not offer, resell, pledge or otherwise transfer any New Units which we may acquire, or any beneficial interests therein, except in an “offshore transaction” complying with Rule 904 of Regulation S under the Securities Act, pursuant to another exemption from registration under the Securities Act or pursuant to an effective registration statement under the Securities Act and that we will not deposit any New Units into any unrestricted depository facility maintained by any depository bank unless and until such time as the New Units are no longer “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act.

14. We acknowledge that:

- (a) this letter, the Management Presentations, any Information, and the offer of New Units is only made available in Australia to persons to whom a disclosure document or product disclosure statement is not required to be given under Chapter 6D or Chapter 7, Part 7.9 of the Australian *Corporations Act 2001* (Cth) (**Australian Corporations Act**). This letter and the Management Presentations are not a prospectus, product disclosure statement or any other form of formal disclosure document or product disclosure statement for the purposes of the Australian Corporations Act, and are not required to, and do not, contain all the information which would be required in a disclosure document or product disclosure statement under the Australian Corporations Act. If we are in Australia, these documents are made available to us provided that we are a person to whom an offer of securities or financial products can be made without a disclosure document or product disclosure statement such as a professional investor, sophisticated investor or wholesale client for the purposes of Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act;
- (b) this letter, the Management Presentations or any other form of disclosure document provided by FCT has not been and will not be lodged or registered with the Australian Securities and Investments Commission or Australian Securities Exchange or any other regulatory body or agency in Australia. FCT, the Manager, the Underwriters or any of their respective affiliates may not hold Australian financial services licences and may not be licensed to provide financial product advice in relation to the securities. No “cooling-off” regime will apply to an acquisition of any interest in FCT; and
- (c) this letter and the Management Presentations do not take into account the investment objectives, financial situation or needs of any particular person. Accordingly, before making any investment decision in relation to this letter and the offer of New Units under the Preferential Offering, we have assessed whether the acquisition of any interest in FCT is appropriate in light of our own financial circumstances or sought professional advice. If we acquire the securities in Australia then we:
  - (i) represent and warrant that we are a professional or sophisticated investor as defined in the Australian Corporations Act; or
  - (ii) represent and warrant that we are a wholesale client as defined under the Australian Corporations Act; and
  - (iii) agree not to sell, transfer, assign, offer, or otherwise alienate any New Units to any person located in, or a resident of, Australia within 12 months from the date of their allotment, or as the case may be, issued under the Preferential Offering, except in circumstances where:
    - (A) disclosure to investors would not be required under either Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act; or
    - (B) such sale or offer is made pursuant to a disclosure document or product disclosure statement which complies with either Chapter 6D or Chapter 7, Part 7.9 of the Australian Corporations Act.



15. We understand that the Exchange Information has been prepared in accordance with the content, format and style which is either prescribed by the SGX-ST or under Singapore laws or is customary in similar offerings in Singapore, which differs from the content, format and style customary for similar offerings or periodic reporting in the United States or other jurisdictions.

In particular, FCT's financial information contained in the Exchange Information is prepared in accordance with the Statement of Recommended Accounting Practice 7 "Reporting Framework for Investment Funds" issued by the Institute of Singapore Chartered Accountants ("**RAP 7**") and the provisions of the trust deed dated 5 June 2006 (as amended) constituting FCT. RAP 7 requires the accounting policies to generally comply with the principles relating to recognition and measurement under the Financial Reporting Standards in Singapore.

16. We understand that no analysis has been undertaken to determine and no representation is being made to us as to whether FCT is a "passive foreign investment company" ("**PFIC**") within the meaning of section 1297 of the U.S. Internal Revenue Code of 1986, as amended, and that there may be certain adverse consequences under United States tax laws if FCT were to be a PFIC in the current or any future taxable year in which we may hold units in FCT. We understand that a separate determination must be made each year as to FCT's PFIC status and are seeking our own advice and will make our own assessment on this matter and its effect on our investment. We acknowledge that we have not relied and will not rely to any degree upon the Underwriters or any of their representatives or affiliates for advice as to any tax consequences related to the offer of New Units, or the purchase, ownership or disposition of the New Units or for the preparation and filing of any tax returns and elections required or permitted to be filed by it in connection therewith.
17. We understand and acknowledge that each of the Underwriters and their respective affiliates may acquire or dispose of units in FCT for its own account and may have existing or future business relationships with the Manager or FCT (including, but not limited to, lending, depository, risk management, advisory and banking relationships), for which they have received, and may in the future receive, customary compensation, and will pursue actions and take steps that it deems or they deem necessary or appropriate to protect its or their interests arising therefrom without regard to the consequences for a holder of units in FCT, and that certain of these actions may have material and adverse consequences for a holder of units in FCT.
18. We will, on demand, indemnify and keep indemnified the Manager, the Underwriters and their respective affiliates, and each of them and their respective directors, officers, agents and employees to the fullest extent lawful, for all losses, claims, damages or liabilities (including for the avoidance of doubt, legal expenses) incurred by any of them arising out of or in connection with any breach by us of any contract (oral or otherwise) to purchase or subscribe the New Units, any breach of the selling or transfer restrictions relating to or connected with the sale or subscription of the New Units, or any other breach of our obligations hereunder.
19. We irrevocably authorise any depository agent, which includes any nominee, custodian or other financial intermediary through which we hold or will hold units in FCT, to provide the Manager and the Underwriters with a copy of this letter and such information regarding our identity and unitholding in FCT (including pertinent account information and details of our identity and contact information) as may be necessary or appropriate to facilitate our purchase of the New Units.



20. We will promptly provide all necessary assistance required by the Underwriters, FCT or the Manager in meeting their respective obligations to provide information regarding us and other purchasers as required by the SGX-ST and/or the Monetary Authority of Singapore and/or any relevant regulatory authority or governmental agency.
21. We are aware of our rights and obligations under relevant personal data and privacy laws; and we hereby acknowledge and consent to the collection, use and disclosure by the Underwriters, the Manager, the unit registrar of FCT and any other person in connection with the Preferential Offering, of our (including any beneficial owner's) name, unit subscription or application amount and any other personal data for the purpose of the Preferential Offering (including processing our subscription or application for the New Units), and in order for such persons to comply with any applicable laws, listing rules, regulations and/or guidelines (including the disclosure of such personal data to a regulatory body where required) and to enable the Underwriters to perform their services and obligations to the Manager in respect of the Preferential Offering.
22. We represent and agree that we satisfy any and all relevant standards for investors in investment of the type of securities subscribed for herein imposed by the jurisdiction of our residence or otherwise, we have obtained or will obtain all consents, approvals or authorisations required for our agreement to subscribe for or purchase and accept delivery of the New Units and we are in compliance with all relevant laws and regulations in connection with our subscription for or purchase of the New Units. We acknowledge that no action has been or will be taken to permit an offering of the New Units in any jurisdiction; and we will not offer, resell, pledge or otherwise transfer any of the New Units which we may acquire, or any beneficial interests therein, in any jurisdiction in any circumstances in breach of any applicable laws and/or regulations. We will not engage in hedging or short-selling or place simultaneous sell and buy orders or engage in similar kinds of transactions involving the New Units that have the purpose or effect of evading any applicable laws and/or regulations restricting the resale of Units.
23. We acknowledge that the Underwriters and the Manager will not accept subscription monies for the New Units by natural persons or entities acting, directly or indirectly, in contravention of any applicable anti-money laundering, anti-bribery, anti-corruption (including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977), economic sanctions, narcotics trafficking, terrorism or terrorist financing laws, regulations, rules or orders of the United States, Singapore or other international jurisdictions, or on behalf of terrorists, terrorist organisations or narcotics traffickers, including those persons or entities that are included on any relevant lists maintained by the United Nations, the North Atlantic Treaty Organisation, the Organisation for Economic Cooperation and Development, the Financial Action Task Force, the U.S. Office of Foreign Assets Control, the U.S. Securities and Exchange Commission, the U.S. Federal Bureau of Investigation, the U.S. Central Intelligence Agency, and the U.S. Internal Revenue Service, all as may be amended from time to time (**"Prohibited Investment"**).
24. To our knowledge, the proposed subscription for New Units is not directly derived from illegal or illegitimate activities (including, but not limited to, any prohibited activity in breach of any applicable anti-money laundering laws and regulations) and is not a Prohibited Investment, and we further represent and warrant that we will promptly notify the Underwriters and the Manager of any change in our status with respect to our representations and warranties regarding Prohibited Investments.
25. We represent and agree that we will comply strictly with the terms of this letter in purchasing or subscribing for the New Units.

26. We hereby authorise you (or such person as may be nominated by you for this purpose) to complete, on our behalf, any application for such New Units and all other necessary application and transfer forms required in connection with the purchase or subscription of the New Units and (if applicable) for the registration of the New Units in the name of any nominee company used by you or in accordance with the requirements of any trading system for dematerialised securities. We understand that this is not an agreement or confirmation of sale of the New Units. Such confirmation will be sent separately.
27. We acknowledge that each of the Underwriters has no authority whatsoever to give any information or to make any representation or warranty on behalf of the Manager, FCT or any other person or with respect to the New Units or FCT, and if given or made, such information, representations or warranties must not be relied upon as having been authorised.

Although we may in the past have received research materials regarding FCT from the Underwriters and/or their affiliates, we acknowledge that:

- (a) such materials were prepared and distributed by the Underwriters and/or their affiliates acting other than in the role of an underwriter in connection with the Preferential Offering; and
  - (b) such materials do not constitute part of any selling effort in connection with the Preferential Offering and shall not, and nor shall any other information supplied to us by the Underwriters and/or their affiliates, be construed as a recommendation to us or any other person to purchase the New Units.
28. We understand that if we agree to purchase and purchase the New Units and fail to return an executed copy of this Investor's Representation Letter to the Manager and the Underwriters, we will be deemed to have made for the benefit of or given to the Manager, the Underwriters and their respective affiliates all the representations, warranties, covenants, undertakings, acknowledgments, confirmations contained herein.
29. We understand that the foregoing representations, warranties, agreements and acknowledgements are required in connection with United States, Singapore and other securities laws and that the Underwriters, the Manager, their respective affiliates and others (including their respective legal counsels) will rely upon the truth and accuracy of the foregoing acknowledgements, warranties, representations and agreements and agree that, if at any time before any purchase by us of New Units, any of the acknowledgements, representations, warranties and agreements made in connection with such purchase of New Units is no longer accurate, we shall promptly notify each of the Underwriters and the Manager in writing. We irrevocably authorise each of the Underwriters and the Manager to produce this letter to any interested party as may be required by applicable law or regulation or in any administrative, legal or arbitration proceeding, requirements, request of any regulatory authority, potential dispute or official enquiry with respect to the matter set forth therein.
30. We acknowledge the confidential nature of the matters to which the purchase or subscription of the New Units relates and, accordingly, we will not disclose this letter or any related matter to any third party without the prior written consent of the Underwriters and the Manager.
31. We acknowledge that the foregoing representations, warranties, agreements and acknowledgements are deemed to be repeated by us as of the date of completion of the Preferential Offering.

32. This letter shall be governed by and construed in accordance with Singapore law. A person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any of its terms, Notwithstanding the above, we acknowledge and agree that the affiliates of the Underwriters and the Manager, and any persons acting on behalf of the Underwriters, the Manager and their respective affiliates and/or advisers, may enforce and rely on our representations, warranties, agreements, acknowledgments and other terms contained in this letter agreement. It is agreed that the Singapore courts will have the non-exclusive jurisdiction in relation to this letter.

Very truly yours,

\_\_\_\_\_  
(Name of Investor)

By: \_\_\_\_\_

Dated: \_\_\_\_\_