

**APPENDIX DATED 29 MARCH 2019**

**THIS APPENDIX IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

This Appendix is circulated to holders of units in Sabana Shari'ah Compliant Industrial Real Estate Investment Trust ("**Sabana REIT**"), and the units in Sabana REIT, "**Units**", and the holders of Units, "**Unitholders**"). Its purpose is to provide Unitholders with information on the Proposed Electronic Communications Trust Deed Supplement (as defined herein) to be tabled at the annual general meeting of Unitholders to be held at Meeting Room 324 - 326, Level 3, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on Tuesday, 23 April 2019 at 10.00 a.m. and at any adjournment thereof ("**AGM**").

Singapore Exchange Securities Trading Limited (the "**SGX-ST**") takes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this Appendix. **If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.**

If you have sold or transferred all your Units, you should immediately forward this Appendix, together with the Notice of AGM and the accompanying Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.



(a real estate investment trust constituted  
on 29 October 2010 (as amended) under the laws of the Republic of Singapore)

MANAGED BY  
**SABANA REAL ESTATE INVESTMENT MANAGEMENT PTE. LTD.**  
(Company Registration No. 201005493K)

**APPENDIX TO UNITHOLDERS IN RELATION TO THE PROPOSED  
ELECTRONIC COMMUNICATIONS TRUST DEED SUPPLEMENT**

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(a real estate investment trust constituted  
on 29 October 2010 under the laws of the Republic of Singapore)

## Directors of the Manager

Mr Yong Kok Hoon  
(Chairman and Independent Non-Executive Director)  
Mr Kelvin Tan Wee Peng  
(Independent Non-Executive Director)  
Mr Tan Cheong Hin  
(Independent Non-Executive Director)  
Mr Henry Chua Tiong Hock  
(Non-Executive Director)

## Registered Office

151 Lorong Chuan  
#02-03 New Tech Park  
Singapore 556741

29 March 2019

To: Unitholders of Sabana REIT

Dear Sir/Madam

## 1. INTRODUCTION

The purpose of this Appendix is to provide Unitholders with information on Extraordinary Resolution 1 as set out in the Notice of AGM.

Sabana Real Estate Investment Management Pte. Ltd., in its capacity as manager of Sabana REIT (the "**Manager**"), is seeking approval from Unitholders at the AGM for the proposed supplement to the trust deed dated 29 October 2010 constituting Sabana REIT, as amended, restated or supplemented from time to time (the "**Trust Deed**") to include provisions regarding electronic communications of notices and documents to Unitholders in the manner set out in Annex A of this Appendix (the "**Proposed Electronic Communications Trust Deed Supplement**").

Approval of Unitholders by way of Extraordinary Resolution<sup>1</sup> is required in respect of this resolution.

## 2. THE PROPOSED ELECTRONIC COMMUNICATIONS TRUST DEED SUPPLEMENT AND ITS RATIONALE

### 2.1 Background

In connection with the amendments to the Companies Act, Chapter 50 of Singapore (the "**Companies Act**") as set out in the Companies (Amendment) Act 2014 which came into effect on 3 January 2016, companies are allowed to send notices and documents electronically to their shareholders if the constitution of the company provides for and specifies the manner in which electronic communications are to be used<sup>2</sup>. Further, notices or documents may be sent by way of electronic communications to shareholders with the express, deemed or implied consent of the shareholders in accordance with the constitution of the company<sup>3</sup>.

1 A resolution proposed and passed as such by a majority consisting of 75.0 per cent. or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed.

2 The amendment to the Companies Act in relation to electronic communications was introduced to give effect to recommendations by the Steering Committee for Review of the Companies Act to ease the rules for the use of electronic transmission and to make them less prescriptive. These recommendations were accepted by the Ministry of Finance ("**MOF**"). In accepting these recommendations, the MOF noted the concerns of some shareholders who would prefer to have an option to receive physical copies of the notices and documents, notwithstanding that the company adopts the implied consent regime, and indicated that such shareholders could highlight their concerns when a company proposes amendments to its constitution to move to an implied consent regime.

3 Section 387C of the Companies Act.

The SGX-ST amended the listing rules of the SGX-ST (the “**Listing Rules**”) to align the Listing Rules with the amendments to the Companies Act to allow listed issuers to electronically transmit certain types of notices and documents with the express, deemed or implied consent of the shareholders (or unitholders, in the case of a listed real estate investment trust (“**REIT**”) such as Sabana REIT) in accordance with the constituent document of the listed issuer, subject to the safeguards set out in the amended Listing Rules<sup>4</sup>. The amended Listing Rules came into effect on 31 March 2017.

In this connection, the Code on Collective Investment Schemes was also amended with effect from 1 January 2018 to allow REITs to send annual reports to unitholders by electronic means.

Although Sabana REIT is not bound by the Companies Act, it is nonetheless bound by the Listing Rules (as a listed REIT) and the Code on Collective Investment Schemes. Consequently, the Manager wishes to amend the Trust Deed to adopt certain provisions of the Listing Rules to allow for the electronic transmission of notices and documents in relation to Sabana REIT.

(Paragraph 2.2 provides further details of the rationale for the Proposed Electronic Communications Trust Deed Supplement.)

### **Electronic Communications Regime**

#### **(A) Express Consent Regime**

A Unitholder would have expressly consented to the use of electronic communications of notices and documents if the Unitholder expressly agrees that notices and documents may be given, sent or served to him using electronic communications (the “**Express Consent Regime**”).

#### **(B) Deemed Consent Regime**

Unitholders are subject to the deemed consent regime in relation to the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used, and (iii) specifies that Unitholders will be given an opportunity to elect within a specified period of time (the “**Specified Time**”), whether to receive such notice or document by way of electronic communications or as a physical copy and within that Specified Time, the Unitholder fails to make an election (the “**Deemed Consent Regime**”) <sup>5</sup>.

#### **(C) Implied Consent Regime**

Unitholders are subject to the implied consent regime in relation to the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used, and (iii) provides that the Unitholders shall agree to receive such notices or documents by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document<sup>6</sup> (the “**Implied Consent Regime**” and together with the Express Consent Regime and the Deemed Consent Regime, the “**Consent Regimes**”).

In line with the safeguards applicable under Rule 1210 of the Listing Rules, the Consent Regimes do not apply to (i) forms or acceptance letters that Unitholders may be required to complete, (ii) notice of meetings, excluding circulars or letters referred in that notice, (iii) notices or documents relating to take-over offers, (iv) notices or documents relating to rights issues and (v) notices under Rule 1211 and 1212 of the Listing Rules, and such notices or documents cannot be transmitted by electronic means.

**UNITHOLDERS SHOULD NOTE THAT BY APPROVING THE RESOLUTION IN RELATION TO THE PROPOSED ELECTRONIC COMMUNICATIONS TRUST DEED SUPPLEMENT, THEY ARE ALSO DEEMED TO HAVE APPROVED TO HAVE THE MANAGER ADOPT THE USE OF THE IMPLIED CONSENT REGIME AND THE DEEMED CONSENT REGIME, SUBJECT TO ANY SUBSEQUENT AMENDMENTS TO THE LISTING RULES.**

<sup>4</sup> Rules 1208 to 1212 of the Listing Rules.

<sup>5</sup> Rule 1209(1) of the Listing Rules.

<sup>6</sup> Rule 1209(2) of the Listing Rules.

## **2.2 Rationale for the Proposed Electronic Communications Trust Deed Supplement**

Based on the existing terms of the Trust Deed, any notice required to be served upon a Unitholder shall be sent to Unitholders by way of physical copies. Currently, the Trust Deed does not have any provisions to give, send or serve notices or documents to Unitholders through electronic communications.

In connection with the foregoing, and subject to the approval of the Unitholders, the Manager proposes to amend the Trust Deed in the form of a supplemental deed to include provisions regarding electronic communications for notices or documents given, sent or served to Unitholders.

(See **Annex A** of this Appendix for further details of the Proposed Electronic Communications Trust Deed Supplement.)

The Manager intends to utilise the electronic transmission of documents to give, send or serve certain notices and documents of Sabana REIT to the Unitholders. The Manager believes that the Proposed Electronic Communications Trust Deed Supplement will provide the Manager with the flexibility to reduce costs and increase operational efficiency and speed in communications for Sabana REIT, such as ceasing to send physical copies of annual reports since annual reports are already published on the websites of the Manager and the SGX-ST.

## **2.3 Safeguards to Unitholders**

In line with the safeguards introduced by the SGX-ST in the Listing Rules, the Manager proposes to amend the Trust Deed to adopt the electronic communications safeguards set out therein as well.

The Trust Deed includes the following amendments to safeguard the interests of Unitholders<sup>7</sup>:

### **2.3.1 Separate Notice to Unitholders before Sending any Notice or Document by Electronic Communications under Deemed Consent Regime**

Should the Manager implement the Deemed Consent Regime, before sending any notice or document to Unitholders who are deemed to have consented to receive notices or documents by way of electronic communications, the Manager will give a separate notice in writing to Unitholders stating that (i) the Unitholders have a right to elect, within a time specified in the notice, to receive notices and documents either electronically or by way of a physical copy, (ii) if a Unitholder does not make an election, notices and documents will be sent to the Unitholder electronically, (iii) electronic communications will be used in the manner specified in the Trust Deed, (iv) the Unitholder may make a fresh election at any time and (v) the Unitholders' latest election to receive notices and documents will prevail over the Unitholders' earlier elections.

### **2.3.2 Unitholders may Make Fresh Elections under Deemed Consent Regime**

In addition, should the Manager implement the Deemed Consent Regime, the Manager would allow Unitholders to make a fresh election at any time and a Unitholder's latest election as to whether to receive notices or documents by way of electronic communications or physical notice will prevail.

### **2.3.3 Unitholders may request for physical copy of any Notice or Document sent by Electronic Communications**

Where the Manager chooses to transmit documents by way of electronic communications, the Manager will, in compliance with the safeguards introduced by the SGX-ST in the Listing Rules, inform Unitholders as soon as practicable of how to request a physical copy of that document from the Manager, and the Manager will provide a physical copy of that document upon such request.

<sup>7</sup> These amendments are in line with the safeguards in relation to electronic communications set out in Rules 1209 to 1212 of the Listing Rules.

### **2.3.4 Separate Notice to Unitholders when Making Documents Available on a Website**

Where the Manager chooses to transmit documents by making them available on a website, the Manager will, in compliance with the safeguards introduced by the SGX-ST in the Listing Rules, separately provide a physical notice to Unitholders notifying them of, *inter alia*, the presence of the document on the website and the manner which the document may be accessed (or any further information as may be required under the Listing Rules).

### **2.3.5 Certain Notices or Documents Excluded from Electronic Communications**

In line with the safeguards introduced by the SGX-ST in the Listing Rules, notices or documents relating to forms or acceptance letters that the Unitholders may be required to complete, meetings, take-over offers and rights issues will not be transmitted by electronic means.

## **3. DIRECTORS' RECOMMENDATION**

Having regard to the relevant factors, including the rationale for the Proposed Electronic Communications Trust Deed Supplement as set out in paragraph 2.2 of this Appendix, the Directors recommend that Unitholders vote at the AGM in favour of the Extraordinary Resolution in relation to the Proposed Electronic Communications Trust Deed Supplement.

## **4. DIRECTORS' RESPONSIBILITY STATEMENT**

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

## **5. DOCUMENTS AVAILABLE FOR INSPECTION**

The Trust Deed will be available for inspection during normal business hours at the registered office of the Manager<sup>8</sup> at 151 Lorong Chuan, #02-03 New Tech Park, Singapore 556741, for so long as Sabana REIT is in existence.

<sup>8</sup> Prior appointment with the Manager would be appreciated.

## **IMPORTANT NOTICE**

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

Investors have no right to request the Manager or any of its affiliates to redeem or purchase their Units for so long as the Units are listed on the SGX-ST. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

The past performance of Sabana REIT is not indicative of the future performance of Sabana REIT. Similarly, the past performance of the Manager is not indicative of the future performance of the Manager.

This Appendix may contain forward-looking statements that involve assumptions, risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from other developments or companies, shifts in expected levels of occupancy rate, property rental income, charge out collections, changes in operating expenses (including employee wages, benefits and training costs), governmental and public policy changes and the continued availability of financing in the amounts and the terms necessary to support future business. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager's current view on future events.

If you have sold or transferred all your Units, you should immediately forward this Appendix, together with the Notice of AGM and the accompanying Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

# GLOSSARY

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

<b>AGM</b>	:	The annual general meeting of Unitholders to be held at Meeting Room 324 - 326, Level 3, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on Tuesday, 23 April 2019 at 10.00 a.m. and at any adjournment thereof
<b>Appendix</b>	:	This Appendix to Unitholders dated 29 March 2019
<b>Companies Act</b>	:	Companies Act, Chapter 50 of Singapore, as may be modified or amended from time to time
<b>CDP</b>	:	The Central Depository (Pte) Limited
<b>Consent Regimes</b>	:	The Express Consent Regime, the Deemed Consent Regime and the Implied Consent Regime
<b>Deemed Consent Regime</b>	:	The deemed consent of the Unitholders for the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used, and (iii) specifies that Unitholders will be given an opportunity to elect within the Specified Time, whether to receive such notice or document by way of electronic communications or as a physical copy and within that Specified Time, the Unitholder fails to make an election
<b>Directors</b>	:	The directors of the Manager
<b>Express Consent Regime</b>	:	The express consent of the Unitholders that notices and documents may be given, sent or served to him using electronic communications
<b>Extraordinary Resolution</b>	:	A resolution proposed and passed as such by a majority consisting of 75.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
<b>Implied Consent Regime</b>	:	The implied consent of Unitholders for the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used and (iii) provides that the Unitholders shall agree to receive such notice or documents by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document
<b>Listing Rules</b>	:	The listing rules of the SGX-ST
<b>Manager</b>	:	Sabana Real Estate Investment Management Pte. Ltd., in its capacity as manager of Sabana REIT
<b>MOF</b>	:	Ministry of Finance



<b>Proposed Electronic Communications Trust Deed Supplement</b>	:	The proposed Trust Deed supplement to include provisions regarding electronic communications of notices and documents to Unitholders
<b>REIT</b>	:	Real estate investment trust
<b>Sabana REIT</b>	:	Sabana Shari’ah Compliant Industrial Real Estate Investment Trust
<b>SFA</b>	:	Securities and Futures Act, Chapter 289 of Singapore, as may be modified or amended from time to time
<b>SGX-ST</b>	:	Singapore Exchange Securities Trading Limited
<b>Specified Time</b>	:	A specified period of time that Unitholders will be given an opportunity to elect whether to receive such notice or document by way of electronic communications or as a physical copy
<b>Trust Deed</b>	:	The trust deed dated 29 October 2010 entered into between the Trustee and the Manager constituting Sabana REIT (as amended, restated or supplemented from time to time)
<b>Trustee</b>	:	HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of Sabana REIT
<b>Unit</b>	:	A unit representing an undivided interest in Sabana REIT
<b>Unitholder</b>	:	The registered holder for the time being of a Unit, including person(s) so registered as joint holders, except where the registered holder is CDP, the term “Unitholder” shall, in relation to Units registered in the name of CDP, mean, where the context requires, the Depositor whose securities account with CDP is credited with Units

The terms “Depositor” and “Depository Register” shall have the meanings ascribed to them respectively in Section 81SF of the SFA.

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

Any reference in this Appendix to any enactment is a reference to that enactment for the time being amended or re-enacted.

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

# ANNEX A

## THE PROPOSED ELECTRONIC COMMUNICATIONS TRUST DEED SUPPLEMENT

The proposed form of the amendments to the Trust Deed, subject to Unitholders passing the resolution to approve the Proposed Electronic Communications Trust Deed Supplement is as follows:

- that Clause 1.1 of the Trust Deed be amended by inserting the following definition of “Electronic Communications” as indicated by the underlined text immediately after the definition of “Divestment Fee”:

“Electronic Communications” means communications transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person):

- (i) by means of a telecommunication system (as defined in the Telecommunications Act, Chapter 323 of Singapore); or
- (ii) by other means but while in an electronic form,

such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form;”

- that Clause 27.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below:

### **“27.1 Notices and Documents to Holders and Depositors**

**27.1.1** Any notice or document required to be served upon a Holder shall be deemed to have been duly given if sent by post to or left, in the case of Units not credited into a Securities Account, at his address as appearing in the Register or in the case of Joint Holders, to the Joint Holder whose name stands first in the Register and, in the case of Units credited into a Securities Account, at his address on record with the Depository, or in the case of Joint Depositors, to the Joint Depositor whose name stands first in the record of the Depository Register. Any notice or document so served by post shall be deemed to have been served on the day of posting, and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed, stamped and posted. Any charges payable to the Depository for serving notices or other documents to Holders shall be borne out of the Deposited Property.

**27.1.2** Without prejudice to the provisions of Clause 27.1.1, but subject otherwise to any Listing Rules relating to Electronic Communications, any notice or document (including, without limitation, any accounts, balance-sheet, financial statements or report) which is required or permitted to be given, sent or served under this Deed, or by the Trustee and/or the Manager, to a Holder may be given, sent or served using Electronic Communications:

- (i) to the current email address of the Holder; or
- (ii) by making it available on a website prescribed by the Manager from time to time,

in accordance with the provisions of this Deed, the Listing Rules, applicable laws, rules and regulations (including the Code) and any other applicable rules of any other relevant Recognised Stock Exchange on which the Trust may be Listed. Notwithstanding anything to the contrary:

- (a) forms or acceptance letters that Holders may be required to complete;
- (b) notice of meetings of Holders, excluding any circulars or letters referred in that notice;
- (c) any notice or document relating to any take-over offer of the Trust;

- (d) any notice or document relating to any rights issue by the Trust; or
- (e) any notice as referred to in Clauses 27.1.6(ii) and (iii).

shall not be sent or served to Holders using Electronic Communications.

**27.1.3** For the purposes of Clause 27.1.2 above, a Holder shall be deemed to have agreed to receive such notice or document by way of such Electronic Communications and shall not have a right to elect to receive the physical copy of such notice or document.

**27.1.4** Notwithstanding Clause 27.1.3, the Manager may, at its discretion, at any time give a Holder an opportunity to elect within a specified period of time whether to receive such notice or document by way of Electronic Communications or as a physical copy, and a Holder shall be deemed to have consented to receive such notice or document by way of Electronic Communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have a right to receive a physical copy of such notice or document.

**27.1.5** Where a notice or document is given, sent or served by Electronic Communications:

- (i) to the current email address of a person pursuant to Clause 27.1.2(i), it shall be deemed to have been duly given, sent or served at the time of transmission of the Electronic Communication by the email server or facility operated by the Manager or its service provider to the current email address of such person (notwithstanding any delayed receipt, non-delivery or "returned mail" reply message or any other error message indicating that the Electronic Communication was delayed or not successfully sent), unless otherwise provided under the Listing Rules and/or any other applicable regulations or procedures; and
- (ii) by making it available on a website pursuant to Clause 27.1.2(ii), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website (notwithstanding any subsequent unforeseen event, including but not limited to a cyber-attack or a system failure on the website, resulting in the website being inaccessible to Holders), unless otherwise provided under the Listing Rules and/or any other applicable regulations or procedures.

**27.1.6** The use of Electronic Communications pursuant to Clause 27.1.2 is subject to the following safeguards:

- (i) before giving, sending or serving any notice or document by way of Electronic Communications to a Holder who is deemed to have consented pursuant to Clause 27.1.4, the Trustee and/or the Manager must have given separate notice to the Holder in writing on at least one occasion that:
  - (a) the Holder may elect, within a time specified in the notice from the Trustee and/or the Manager to the Holder, whether to receive notices and documents by way of Electronic Communications or as a physical copy;
  - (b) if the Holder does not make an election, notices and documents will be given, sent or served to the Holder by way of Electronic Communications;
  - (c) the manner in which Electronic Communications will be used is the manner specified in this Deed;

- (d) the election is a standing election, but the Holder may make a fresh election at any time to receive notices or documents by way of Electronic Communications or as a physical copy; and
- (e) the Holder's election to receive notices or documents by way of Electronic Communications or as a physical copy that is conveyed to the Trustee and/or the Manager last in time prevails over all previous elections as the Holder's valid and subsisting election in relation to all documents and notices to be given, sent or served to the Holder until the Holder makes a fresh election;
- (ii) where a notice or document is given, sent or served to a Holder pursuant to Clause 27.1.2, the Trustee and/or the Manager shall inform the Holder as soon as practicable of how to request a physical copy of that notice or document from the Trustee and/or the Manager, and the Trustee and/or the Manager shall provide a physical copy of that notice or document upon such request; and
- (iii) where a notice or document is given, sent or served to a Holder by making it available on a website pursuant to Clause 27.1.2(ii), the Trustee and/or the Manager shall as soon as practicable give separate physical notice to the Holder in compliance with the Listing Rules and/or any other applicable regulations or procedures."

- that Clause 27.3 of the Trust Deed be amended to reflect the additions and deletion indicated by the underlined and deleted text, respectively, below:

**"27.3 Sufficiency of Service**

Any notice or document sent by post to or left at the registered address of a Holder or (as the case may be) a Depositor or given, sent or served to any Holder or (as the case may be) a Depositor using Electronic Communications in pursuance of this Deed shall, notwithstanding that such Holder or (as the case may be) ~~a~~such Depositor be then dead or bankrupt and whether or not the Trustee or the Manager has notice of his death or bankruptcy, be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned."

- that Clause 27.5 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below:

**"27.5 Risk of Service**

Any notice or document sent by post or Electronic Communications by the Trustee or the Manager shall be sent at the risk of the recipient."