

OUE

OUE LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number 196400050E)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an **Extraordinary General Meeting** of OUE Limited (the “**Company**”) will be held at 10.00 a.m. on 27 July 2015 at Marina Mandarin Singapore, Marina Mandarin Ballroom, Level 1, 6 Raffles Boulevard, Singapore 039594, for the purpose of considering and, if thought fit, passing (with or without modification) the following Ordinary Resolution:

ORDINARY RESOLUTION - THE PROPOSED DISPOSAL OF 100% OF THE TOTAL NUMBER OF ISSUED AND PAID UP SHARES IN THE CAPITAL OF BEACON PROPERTY HOLDINGS PTE. LTD. (“BPHPL”), A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, WHICH HOLDS SHARES IN OUB CENTRE LIMITED

That:

- (i) approval be and is hereby given for the proposed disposal (the “**Proposed Disposal**”) of 100% of the total number of issued and paid up shares in the capital of BPHPL, which holds shares in OUB Centre Limited, to DBS Trustee Limited (in its capacity as trustee of OUE Commercial Real Estate Investment Trust) (the “**Trustee**”) by the Company on the terms and conditions set out in the agreement dated 10 June 2015 (the “**Conditional SPA**”) entered into between the Company and the Trustee for the Proposed Disposal;
- (ii) the entry into the Conditional SPA be and is hereby approved and ratified;
- (iii) approval be and is hereby given for the payment of all fees and expenses relating to the Proposed Disposal;
- (iv) approval be and is hereby given for the entry by the Company (whether directly or indirectly through its subsidiaries) into all agreements and transactions in connection with the Proposed Disposal and all ancillary agreements contemplated thereby or incidental thereto, or which are necessary to give effect to the Proposed Disposal; and
- (v) the Company and any director of the Company be and are hereby severally authorised to do all such acts and things as they may consider necessary, desirable or expedient for the purpose of giving effect to the Proposed Disposal by the Company and/or the transactions contemplated under this resolution, including without limitation to the foregoing, to negotiate, sign, execute and deliver all documents, approve any amendments, alterations or modifications to any document (if required).

BY ORDER OF THE BOARD

Ng Ngai
Company Secretary
1 July 2015

Notes:

- (1) A member of the Company entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a member of the Company.
- (2) Where a member appoints more than one proxy, he shall specify the proportion of his shareholding to be represented by each proxy. Where a member appoints two proxies, the appointments shall be invalid unless the member specifies the proportion of his or its holdings to be represented by each proxy.
- (3) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 50 Collyer Quay, #18-01/02, OUE Bayfront, Singapore 049321, not less than 48 hours before the time appointed for holding the Extraordinary General Meeting.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or its service providers) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.