

APPENDIX DATED 25 MARCH 2019

THIS APPENDIX IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

This Appendix is circulated to Stapled Securityholders (as defined herein) of Far East Hospitality Trust ("**Far East H-Trust**") (a stapled group comprising Far East Hospitality Real Estate Investment Trust ("**Far East H-REIT**") and Far East Hospitality Business Trust ("**Far East H-BT**").

The purpose of this Appendix is to provide holders of stapled securities in Far East H-Trust ("**Stapled Securities**", and the holders of Stapled Securities, "**Stapled Securityholders**") with information on the Proposed Far East H-BT Trust Deed Supplement, the Proposed Far East H-REIT Trust Deed Communications Supplement, the Proposed Far East H-BT Trust Deed Communications Supplement and the Proposed Stapling Deed Communications Supplement (each as defined herein) to be tabled at the annual general meeting of Stapled Securityholders to be held at 2.30 p.m. on Wednesday, 17 April 2019 at Antica Ballroom, Orchard Rendezvous Hotel, 1 Tanglin Road, Singapore 247905 ("**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 Stapled Securities, you should immediately forward this Appendix 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.



**FAR EAST HOSPITALITY REAL ESTATE
INVESTMENT TRUST**

(a real estate investment trust constituted on 1 August 2012
under the laws of the Republic of Singapore)

managed by
FEO Hospitality Asset Management Pte. Ltd.

**FAR EAST HOSPITALITY
BUSINESS TRUST**

(a business trust constituted on 1 August 2012
under the laws of the Republic of Singapore)

managed by
FEO Hospitality Trust Management Pte. Ltd.

APPENDIX TO STAPLED SECURITYHOLDERS IN RELATION TO:

- (1) **THE PROPOSED SUPPLEMENT TO THE TRUST DEED OF FAR EAST H-BT; AND**
- (2) **THE PROPOSED COMMUNICATIONS SUPPLEMENTS TO THE FAR EAST H-REIT TRUST DEED, THE FAR EAST H-BT TRUST DEED AND THE STAPLING DEED OF FAR EAST H-TRUST.**

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LETTER TO STAPLED SECURITYHOLDERS

FAR EAST HOSPITALITY TRUST

A stapled group comprising:

FAR EAST HOSPITALITY REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 1 August 2012
under the laws of the Republic of Singapore)

FAR EAST HOSPITALITY BUSINESS TRUST

(a business trust constituted on 1 August 2012
under the laws of the Republic of Singapore)

Directors of FEO Hospitality Asset Management Pte. Ltd. (the "REIT Manager")

Mr Wee Kheng Jin (Non-Independent Chairman)
Mr Willie Cheng Jue Hiang (Lead Independent Director)
Mr Kyle Lee Khai Fatt (Independent Director)
Mr Huang Cheng Eng (Independent Director)
Ms Vivienne Lim Hui Bian (Independent Director)

Registered Office

1 Tanglin Road, #05-01
Orchard Rendezvous Hotel
Singapore 247905

Directors of FEO Hospitality Trust Management Pte. Ltd. (the "Trustee-Manager")

Mr Wee Kheng Jin (Non-Independent Chairman)
Mr Willie Cheng Jue Hiang (Lead Independent Director)
Mr Kyle Lee Khai Fatt (Independent Director)
Mr Huang Cheng Eng (Independent Director)
Ms Vivienne Lim Hui Bian (Independent Director)

25 March 2019

To: Stapled Securityholders of Far East H-Trust

Dear Sir/Madam

1. INTRODUCTION

1.1 This Appendix is to provide Stapled Securityholders with information on the Extraordinary Resolutions 4 and 5 as set out in the Notice of AGM.

1.2 The REIT Manager and the Trustee-Manager (collectively, the "**Managers**") are seeking approval from Stapled Securityholders at the AGM for:

- (i) the proposed supplement to the trust deed dated 1 August 2012 constituting Far East H-BT (the "**Far East H-BT Trust Deed**") to:
 - (a) provide for the appointment of more than two proxies by Stapled Securityholders who are Relevant Intermediaries¹, consistent with the multiple proxies regime under The Companies (Amendment) Act 2014 (the "**Amendment Act**")² (the "**Multiple Proxies Supplement**");

1 "**Relevant Intermediary**" in the context of the Far East H-BT Trust Deed and the Far East H-REIT Trust Deed shall have the meaning ascribed to it in the Companies Act, Chapter 50 of Singapore (the "**Companies Act**") and apply with such modifications and qualifications as may be necessary, to the units of Far East H-BT and Far East H-REIT (or the Stapled Securities).

Section 181(6) of the Companies Act defines "relevant intermediary" to mean:

- (a) a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
- (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act, Chapter 289 of Singapore and who holds shares in that capacity; or
- (c) the Central Provident Fund Board (the "**CPF Board**") established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund ("**CPF**"), if the CPF Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

2 The Amendment Act which was passed in Parliament on 8 October 2014 and took effect in phases on 1 July 2015 and 3 January 2016, respectively, introduced certain changes to the Companies Act. The changes are aimed at reducing the regulatory burden on companies, providing greater business flexibility and improving the corporate governance landscape in Singapore. The key changes include the introduction of a multiple proxies regime to enfranchise indirect investors.

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- (b) update the Far East H-BT Trust Deed for consistency with the Listing Manual of the SGX-ST (the “**Listing Manual**”) to reflect that voting at meetings will be carried out by way of poll (the “**Voting Supplement**”);
 - (c) update the Far East H-BT Trust Deed to reflect that the minimum holding of units in Far East H-BT (“**Far East H-BT Units**”) is 100 Far East H-BT Units pursuant to changes to the listing rules of the SGX-ST (the “**Listing Rules**”) (the “**Minimum Holding Supplement**”, and together with the Multiple Proxies Supplement and the Voting Supplement, the “**Proposed Far East H-BT Trust Deed Supplement**”) (The Proposed Far East H-BT Trust Deed Supplement is set out in **Annex A** of this Appendix.); and
- (ii) the proposed supplements to:
- (a) the trust deed dated 1 August 2012 constituting Far East H-REIT (as supplemented by the first supplemental deed dated 19 October 2012 and the second supplemental deed dated 18 April 2016) (the “**Far East H-REIT Trust Deed**”) to include provisions regarding electronic communications of notices and documents to holders of units in Far East H-REIT (“**Far East H-REIT Unitholders**”) (the “**Proposed Far East H-REIT Trust Deed Communications Supplement**”);
 - (b) the Far East H-BT Trust Deed to include provisions regarding electronic communications of notices and documents to holders of units in FH-BT (the “**Far East H-BT Unitholders**”) (the “**Proposed Far East H-BT Trust Deed Communications Supplement**”); and
 - (c) the stapling deed entered into between the REIT Manager, DBS Trustee Limited, in its capacity as trustee of Far East H-REIT (the “**REIT Trustee**”) and the Trustee-Manager dated 1 August 2012 (the “**Stapling Deed**”) to include provisions regarding electronic communications of notices and documents to Stapled Securityholders (the “**Proposed Stapling Deed Communications Supplement**”);

in the manner set out in **Annex B** of this Appendix.

1.3 Section 31(1) of the Business Trusts Act, Chapter 31A of Singapore (the “**BTA**”) states that:

“No person shall modify or replace the trust deed of a registered business trust unless such modification or replacement is approved –

- (a) *by special resolution of the unitholders of the registered business trust; or*
- (b) *where the modification is necessary in order to comply with any written law or rule of law applicable in Singapore, by the trustee-manager of the registered business trust.”*

Accordingly, the approval of Stapled Securityholders by way of an Extraordinary Resolution³ is required in respect of the resolutions relating to the Proposed Far East H-BT Trust Deed Supplement and the Proposed Far East H-BT Trust Deed Communications Supplement.

1.4 Approval of Stapled Securityholders by way of Extraordinary Resolution is also required in respect of the Proposed Far East H-REIT Trust Deed Communications Supplement and the Proposed Stapling Deed Communications Supplement.

1.5 Stapled Securityholders should note that Extraordinary Resolutions 4 and 5 are **not** inter-conditional upon each other. In the event that any of the Extraordinary Resolutions is passed, the Managers will continue to proceed with the relevant Extraordinary Resolution(s) that is passed and will not proceed with the other Extraordinary Resolution(s) which is not passed.

³ “**Extraordinary Resolution**” means 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 Far East H-BT Unitholders convened in accordance with the provisions of the Far East H-BT Trust Deed, of which not less than 21 days’ written notice has been duly given.

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2. THE PROPOSED FAR EAST H-BT TRUST DEED SUPPLEMENT

2.1 The Multiple Proxies Supplement

2.1.1 Background to the Multiple Proxies Supplement

The Trustee-Manager proposes to supplement the Far East H-BT Trust Deed with the Multiple Proxies Supplement so that a Far East H-BT Unitholder who is a Relevant Intermediary may appoint more than two proxies at a meeting of Far East H-BT Unitholders.

Based on the existing terms of the Far East H-BT Trust Deed, a Far East H-BT Unitholder may not appoint more than two proxies to attend and vote at the same meeting.

In the absence of any other provision in the Far East H-BT Trust Deed, the default position under Section 60(2) of the BTA states that:

"A proxy appointed under subsection (1) to attend and vote at a meeting of the unitholders of a registered business trust instead of a unitholder of the registered business trust shall also have the same right as the unitholder to speak at the meeting, but unless the trust deed otherwise provides –

- (a) a proxy shall not be entitled to vote except on a poll;*
- (b) a unitholder shall not be entitled to appoint more than 2 proxies to attend and vote at the same meeting; and*
- (c) where a unitholder appoints 2 proxies, the appointments shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy."*

2.1.2 Rationale for the Multiple Proxies Supplement

The current position under the Far East H-BT Trust Deed is that a Far East H-BT Unitholder (regardless of whether it is a Relevant Intermediary or not) may not appoint more than two proxies at a meeting of Far East H-BT Unitholders.

The Companies Act was amended by way of the Amendment Act to allow certain members of companies in Singapore to appoint more than two proxies, so as to enable indirect investors who hold shares through a nominee company or custodian bank or through CPF agent banks to attend and vote at shareholder meetings.

Notwithstanding that the Companies Act does not govern Far East Hospitality Trust, Far East H-BT and/or Far East H-REIT, the Managers are of the view that allowing Stapled Securityholders who are Relevant Intermediaries to appoint more than two proxies will be consistent with the regime applicable to listed companies under the Companies Act.

In this regard, the Trustee-Manager is desirous of amending the Far East H-BT Trust Deed by way of the Far East H-BT Trust Deed Supplement so as to effect the Multiple Proxies Supplement in order that a Far East H-BT Unitholder who is a Relevant Intermediary may appoint more than two proxies at a meeting of Far East H-BT Unitholders.

2.1.3 Amendment to the Far East H-REIT Trust Deed to align with the Far East H-BT Trust Deed in respect of the amendments under the Multiple Proxies Supplement

The existing terms of the Far East H-REIT Trust Deed does not have a limit on the number of proxies which a Far East H-REIT Unitholder may appoint.

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Concurrently with the entry by the Trustee-Manager into the Proposed Far East H-BT Trust Deed Supplement to effect the Multiple Proxies Supplement, the REIT Manager intends to enter into a third supplemental deed (the **"Far East H-REIT Third Supplemental Deed"**) with the REIT Trustee in order to align the Far East H-REIT Trust Deed with the Far East H-BT Trust Deed in respect of the amendments under the Multiple Proxies Supplement.

Pursuant to the Far East H-REIT Third Supplemental Deed, a Far East H-REIT Unitholder who is a Relevant Intermediary will be able to appoint more than two proxies.

The Far East H-REIT Third Supplemental Deed will be entered into pursuant to Clause 28.2 of the Far East H-REIT Trust Deed, with the REIT Trustee certifying that the amendments thereunder in order to align the Far East H-REIT Trust Deed with the Far East H-BT Trust Deed in respect of the amendments under the Multiple Proxies Supplement do not materially prejudice the interests of the Far East H-REIT Unitholders and does not operate to release to any material extent the REIT Trustee or the REIT Manager from any responsibility to the Far East H-REIT Unitholders.

Accordingly, the approval of Stapled Securityholders for the entry into the Far East H-REIT Third Supplemental Deed is not required.

2.2 The Voting Supplement

2.2.1 Rule 730A(2) of the Listing Manual, which came into effect from 1 August 2015, requires that *"[a]ll resolutions at general meetings shall be voted by poll"*.

2.2.2 The Trustee-Manager proposes to update the Far East H-BT Trust Deed to be consistent with the requirements under the Listing Manual by way of the Voting Supplement. Pursuant to the Voting Supplement, the Far East H-BT Trust Deed will be amended to reflect that voting at meetings will be carried out by way of poll and to delete references to voting by way of a *"show of hands"*.

2.2.3 In addition, for consistency with the requirements under the Listing Manual and in order to align the Far East H-REIT Trust Deed with the Far East H-BT Trust Deed in respect of the amendments under the Voting Supplement, pursuant to the Far East H-REIT Third Supplemental Deed, the Far East H-REIT Trust Deed will be also amended to reflect that voting at meetings will be carried out by way of poll and to delete references to voting by way of a *"show of hands"*.

2.2.4 The Far East H-REIT Third Supplemental Deed will be entered into pursuant to Clause 28.2 of the Far East H-REIT Trust Deed, with the REIT Trustee certifying that the amendments discussed in paragraph 2.2.3 above are necessary in order to comply with the applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under the Securities and Futures Act, Chapter 289 of Singapore (the **"SFA"**), the Code on Collective Investment Schemes, Appendix 6 of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore (**"MAS"**, and Appendix 6 of the Code on Collective Investment Schemes, the **"Property Funds Appendix"**), the Listing Rules and any other applicable rules of any other relevant Recognised Stock Exchange⁴ on which Far East H-REIT may be Listed (as defined in the Far East H-REIT Trust Deed). Accordingly, the approval of Stapled Securityholders for the entry into the Far East H-REIT Third Supplemental Deed is not required.

2.3 The Minimum Holding Supplement

2.3.1 The SGX-ST reduced the standard board lot size from 1,000 units to 100 units with effect from 19 January 2015.

2.3.2 The Trustee-Manager proposes to update the Far East H-BT Trust Deed to be consistent with the reduction by way of the Minimum Holding Supplement. Pursuant to the Minimum Holding Supplement, the Far East H-BT Trust Deed will be amended to reflect that the minimum holding of Far East H-BT Units is 100 Far East H-BT Units instead of 1,000 Far East H-BT Units.

⁴ "Recognised Stock Exchange" means any stock exchange of repute in any country in any part of the world.

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- 2.3.3** In addition, for consistency with the reduction, and in order to align the Far East H-REIT Trust Deed with the Far East H-BT Trust Deed in respect of the amendments under the Minimum Holding Supplement, pursuant to the Far East H-REIT Third Supplemental Deed, the Far East H-REIT Trust Deed will be also amended to reflect that the minimum holding of units in Far East H-REIT ("**Far East H-REIT Units**") is 100 Far East H-REIT Units instead of 1,000 Far East H-REIT Units.
- 2.3.4** The Far East H-REIT Third Supplemental Deed will be entered into pursuant to Clause 28.2 of the Far East H-REIT Trust Deed with the REIT Trustee certifying that the amendments discussed in paragraph 2.3.3 above are necessary in order to comply with the applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under the SFA, the Code on Collective Investment Schemes, the Property Funds Appendix, the Listing Rules and any other applicable rules of any other relevant Recognised Stock Exchange on which Far East H-REIT may be Listed. Accordingly, the approval of Stapled Securityholders for the entry into the Far East H-REIT Third Supplemental Deed is not required.
- 2.3.5** Concurrently with the entry by the REIT Manager and the REIT Trustee into the Far East H-REIT Third Supplemental Deed, the REIT Manager, the REIT Trustee and the Trustee-Manager intend to enter into a first supplement deed (the "**First Supplemental Stapling Deed**") in order to align the Stapling Deed with the Far East H-REIT Trust Deed and the Far East H-BT Trust Deed in respect of the amendments under the Minimum Holding Supplement. Pursuant to the First Supplemental Stapling Deed, the Stapling Deed will be amended to reflect that the minimum holding of Stapled Securities in Far East H-Trust is 100 Stapled Securities instead of 1,000 Stapled Securities.
- 2.3.6** The First Supplemental Stapling Deed will be entered into pursuant to Clause 20.1 of the Stapling Deed with the REIT Trustee and the Trustee-Manager certifying that the amendments thereunder in order to align the Stapling Deed with the Far East H-REIT Trust Deed and the Far East H-BT Trust Deed in respect of the amendments under the Minimum Holding Supplement are necessary in order to comply with the applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under the SFA, the Code on Collective Investment Schemes, the Property Funds Appendix, the Listing Rules and any other applicable rules of any other relevant Recognised Stock Exchange on which Far East H-Trust may be Listed (as defined in the Stapling Deed). Accordingly, the approval of Stapled Securityholders for the entry into the First Supplemental Stapling Deed is not required.

3. THE PROPOSED COMMUNICATIONS SUPPLEMENTS TO THE FAR EAST H-REIT TRUST DEED, THE FAR EAST H-BT TRUST DEED AND THE STAPLING DEED

3.1 The Proposed Far East H-REIT Trust Deed Communications Supplement

3.1.1 Background

By way of background, in connection with the Amendment Act, 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 used⁵. 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 company⁶.

⁵ 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.

⁶ Section 387C of the Companies Act.

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On 11 January 2016, the SGX-ST published a consultation paper on the “Listing Rules Amendments to Align with Changes to the Companies Act” (the “**SGX-ST Consultation Paper**”) which, among other things, proposed to allow issuers to electronically transmit certain types of notices and documents if express consent or deemed consent of the unitholders is obtained and subject to certain safeguards. The purpose of the proposed amendments to the Listing Rules as set out in the SGX-ST Consultation Paper was to align the Listing Rules with the amendments to the Companies Act which came into effect on 3 January 2016. In addition, the SGX-ST Consultation Paper also requested feedback from the public as to whether listed companies should be allowed to rely on implied consent of unitholders to electronically transmit certain types of notices and documents.

Following feedback received by the SGX-ST in response to the SGX-ST Consultation Paper, the SGX-ST amended the Listing Rules 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 stapled trust such as Far East H-REIT) in accordance with the constituent document of the listed issuer, subject to the safeguards set out in the amended Listing Rules⁷. The amendments were effective as of 31 March 2017. Consequently, the REIT Manager wishes to amend the Far East H-REIT Trust Deed to adopt certain provisions of the Listing Rules to allow for the electronic transmission of notices and documents in relation to Far East H-REIT.

The Code on Collective Investment Schemes allows a real estate investment trust to send its accounts and reports to unitholders by electronic means (as defined in the Code on Collective Investment Schemes). On 10 November 2016, the MAS published a consultation paper on “Proposed Amendments to the Code on Collective Investment Schemes” which, among other things, proposed to clarify that a real estate investment trust (“**REIT**”) may also send its accounts and reports to unitholders by electronic means⁸. On 15 December 2017, the MAS published a response to feedback received on the “Consultation Paper on Proposed Amendments to the Code on Collective Investment Schemes” in which it stated, among others, that MAS does not intend to prescribe a list of permissible means of electronic transmission of reports, and clarified that while REITs may distribute electronic copies instead of hard copies, unitholders should still be given the option to request for hardcopy accounts and reports within one month from the notification of the availability of the accounts and reports.

Although Far East H-REIT is not bound by the Companies Act, it is nonetheless bound by the Listing Rules and Code on Collective Investment Schemes.

Electronic Communications Regime

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

Far East H-REIT Unitholders are subject to the deemed consent regime in relation to the use of electronic communications of notices and documents if the Far East H-REIT 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 the Far East H-REIT 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 Far East H-REIT Unitholder fails to make an election (the “**Deemed Consent Regime**”) ⁹.

⁷ Rules 1208 to 1212 of the Listing Rules.

⁸ According to the Code on Collective Investment Schemes, electronic means include:

- transmitting via email with softcopy attachments to the email address provided by the unitholders for correspondence purposes;
- making available via an electronic storage medium (e.g. CD-ROM); and
- posting on a website where the accounts and reports would remain posted on that website for at least 12 months from the date of posting.

⁹ Rule 1209(1) of the Listing Rules.

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Far East H-REIT Unitholders are subject to the implied consent regime in relation to the use of electronic communications of notices and documents if the Far East H-REIT 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 Far East H-REIT Unitholder 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 document¹⁰ (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 the Far East H-REIT 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, and (iv) notices or documents relating to rights issues, and such notices or documents that cannot be transmitted by electronic means.

STAPLED SECURITYHOLDERS SHOULD NOTE THAT BY APPROVING THE RESOLUTION IN RELATION TO THE PROPOSED FAR EAST H-REIT TRUST DEED COMMUNICATIONS SUPPLEMENT, THEY ARE ALSO DEEMED TO HAVE APPROVED TO HAVE THE REIT MANAGER ADOPT THE USE OF THE IMPLIED CONSENT REGIME AND THE DEEMED CONSENT REGIME, SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING THE LISTING MANUAL.

3.1.2 The Proposed Far East H-REIT Trust Deed Communications Supplement

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

In connection with the foregoing, and subject to the approval of Far East H-REIT Unitholders, the REIT Manager proposes to adopt the use of the Implied Consent Regime and the Deemed Consent Regime and amend the Far East H-REIT Trust Deed in the form of the Proposed Far East H-REIT Trust Deed Communications Supplement to include provisions regarding electronic communications for notices or documents given, sent or served to the Far East H-REIT Unitholders.

(Details of the Proposed Far East H-REIT Trust Deed Communications Supplement can be found in **Annex B** of this Appendix.)

3.1.3 Rationale for the Proposed Far East H-REIT Trust Deed Communications Supplement

The REIT Manager intends to utilise the electronic transmission of documents to give, send or serve certain notices and documents of Far East H-REIT to the Far East H-REIT Unitholders. The REIT Manager believes that the Proposed Far East H-REIT Trust Deed Communications Supplement will provide the REIT Manager with environmental benefits which is in line with its sustainability efforts, the flexibility to reduce costs and increase operational efficiency and speed in communications for Far East H-REIT.

3.1.4 Safeguards to the Far East H-REIT Unitholder

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

¹⁰ Rule 1209(2) of the Listing Rules.

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The Far East H-REIT Trust Deed includes the following amendments to safeguard the interests of the Far East H-REIT Unitholders¹¹:

(i) **Separate Notice to the Far East H-REIT Unitholders before Sending any Notice or Document by Electronic Communications under Deemed Consent Regime**

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

(ii) **The Far East H-REIT Unitholders may Make Fresh Elections under Deemed Consent Regime**

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

(iii) **The Far East H-REIT Unitholders may request for physical copy of any Notice or Document sent by Electronic Communications**

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

(iv) **Separate Notice to the Far East H-REIT Unitholders when Making Documents Available on a Website**

Where the REIT Manager chooses to transmit documents by making them available on a website, the REIT Manager will, in compliance with the safeguards introduced by the SGX-ST in the Listing Rules, separately provide a physical notice to the Far East H-REIT 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 in the Listing Rules).

(v) **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 Far East H-REIT Unitholders may be required to complete, meetings, take-over offers and rights issues will not be transmitted by electronic means.

¹¹ These amendments are in line with the safeguards in relation to electronic communications set out in Rules 1209 to 1212 of the Listing Rules.

LETTER TO STAPLED SECURITYHOLDERS

3.2 The Proposed Far East H-BT Trust Deed Communications Supplement

3.2.1 Background

The Trustee-Manager is seeking Stapled Securityholders' approval to supplement the Far East H-BT Trust Deed with the Proposed Far East H-BT Trust Deed Communications Supplement so that the Far East H-BT Trust Deed is aligned with the Far East H-REIT Trust Deed in relation to the inclusion of provisions catering for the use of electronic communications for delivery of notices or documents. The Consent Regimes set out in the Listing Rules and in paragraph 3.1.1 above are also applicable to Far East H-BT and the Far East H-BT Unitholders since Far East H-BT is part of Far East H-Trust, a stapled group listed on the SGX-ST.

(Details of the Proposed Far East H-BT Trust Deed Communications Supplement can be found in **Annex B** of this Appendix.)

3.2.2 Rationale for the Proposed Far East H-BT Trust Deed Communications Supplement

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

The Trustee-Manager is proposing the Proposed Far East H-BT Trust Deed Communications Supplement so that the Far East H-BT Trust Deed is aligned with the Far East H-REIT Trust Deed in relation to the inclusion of provisions catering for the use of electronic communications for delivery of notices or documents.

It should be noted that the implementation of the Proposed Far East H-BT Trust Deed Communications Supplement is subject to compliance of all applicable laws, rules and regulations.

STAPLED SECURITYHOLDERS SHOULD NOTE THAT BY APPROVING THE RESOLUTION IN RELATION TO THE PROPOSED FAR EAST H-BT TRUST DEED COMMUNICATIONS SUPPLEMENT, THEY ARE ALSO DEEMED TO HAVE APPROVED TO HAVE THE TRUSTEE-MANAGER ADOPT THE USE OF THE IMPLIED CONSENT REGIME AND THE DEEMED CONSENT REGIME, SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING THE LISTING MANUAL.

3.2.3 Safeguards to the Far East H-BT Unitholders

The electronic communications safeguards adopted by the REIT Manager shall also be adopted by the Trustee-Manager as part of the Proposed Far East H-BT Trust Deed Communications Supplement. Please refer to paragraph 3.1.4 above for further details on the electronic communications safeguards.

3.3 The Proposed Stapling Deed Communications Supplement

3.3.1 Background

The Managers are seeking Stapled Securityholders' approval to supplement the Proposed Stapling Deed Communications Supplement so that the Stapling Deed is aligned with the Far East H-REIT Trust Deed and the Far East H-BT Trust Deed in relation to the inclusion of provisions catering for the use of electronic communications for delivery of notices or documents. Do note that the Consent Regimes set out in the Listing Rules and in paragraph 3.1.1 above are applicable to Far East H-Trust and the Stapled Securityholders.

LETTER TO STAPLED SECURITYHOLDERS

3.3.2 Rationale for the Proposed Stapling Deed Communications Supplement

Based on the existing terms of the Stapling Deed, any notice required to be served upon a Stapled Securityholder shall be sent to Stapled Securityholders by way of physical copies. The existing terms of the Stapling Deed do not have any provisions to give, send or serve notices or documents to Stapled Securityholders through electronic communications.

The Managers are proposing the Proposed Stapling Deed Communications Supplement so that the Stapling Deed is aligned with the Far East H-REIT Trust Deed and the Far East H-BT Trust Deed in relation to the inclusion of provisions catering for the use of electronic communications for delivery of notices or documents.

(See **Annex B** of this Appendix for further details of the Proposed Stapling Deed Communications Supplement.)

STAPLED SECURITYHOLDERS SHOULD NOTE THAT BY APPROVING THE RESOLUTION IN RELATION TO THE PROPOSED STAPLING DEED COMMUNICATIONS SUPPLEMENT, THEY ARE ALSO DEEMED TO HAVE APPROVED TO HAVE THE MANAGERS ADOPT THE USE OF THE IMPLIED CONSENT REGIME AND THE DEEMED CONSENT REGIME, SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING THE LISTING MANUAL.

3.3.3 Safeguards to Stapled Securityholders

The electronic communications safeguards adopted by the REIT Manager in the Proposed Far East H-REIT Trust Deed Communications Supplement and the Trustee-Manager in the Proposed Far East H-BT Trust Deed Communications Supplement shall also be adopted by the Managers as part of the Proposed Stapling Deed Communications Supplement. Please refer to paragraph 3.1.4 above for further details on the electronic communications safeguards.

4. RECOMMENDATIONS

4.1 On the Proposed Far East H-BT Trust Deed Supplement

Having regard to the relevant factors, including the rationale for the Multiple Proxies Supplement, the Voting Supplement and the Minimum Holding Supplement as set out in paragraphs 2.1, 2.2 and 2.3 above, the Trustee-Manager is of the opinion that the Proposed Far East H-BT Trust Deed Supplement (as set out in **Annex A** of this Appendix) would be beneficial to, and is in the interests of Far East H-BT.

Accordingly, the Managers recommend that Stapled Securityholders vote in favour of the Extraordinary Resolution in relation to the Proposed Far East H-BT Trust Deed Supplement.

4.2 On the Proposed Far East H-REIT Trust Deed Communications Supplement, the Proposed Far East H-BT Trust Deed Communications Supplement and the Proposed Stapling Deed Communications Supplement

Having regard to the relevant factors, including the rationale for the Proposed Far East H-REIT Trust Deed Communications Supplement set out in paragraph 3.1.3 above, the REIT Manager is of the opinion that the Proposed Far East H-REIT Trust Deed Communications Supplement (as set out in **Annex B** of this Appendix) would be beneficial to, and is in the interests of Far East H-REIT.

Having regard to the relevant factors, including the rationale for the Proposed Far East H-BT Trust Deed Communications Supplement set out in paragraph 3.2.2 above, the Trustee-Manager is of the opinion that the Proposed Far East H-BT Trust Deed Communications Supplement (as set out in **Annex B** of this Appendix) would be beneficial to, and is in the interests of Far East H-BT.

LETTER TO STAPLED SECURITYHOLDERS

Having regard to the relevant factors, including the rationale for the Proposed Stapling Deed Communications Supplement set out in paragraph 3.3.2 above, the Managers are of the opinion that the Proposed Stapling Deed Communications Supplement (as set out in **Annex B** of this Appendix) would be beneficial to, and is in the interests of Far East H-Trust.

Accordingly the Managers recommend that Stapled Securityholders vote in favour of the Extraordinary Resolution in relation to the Proposed Far East H-REIT Trust Deed Communications Supplement, the Proposed Far East H-BT Trust Deed Communications Supplement and the Proposed Stapling Deed Communications Supplement.

5. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept 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 Far East H-BT Trust Deed Supplement, the Proposed Far East H-REIT Trust Deed Communications Supplement, the Proposed Far East H-BT Trust Deed Communications Supplement, the Proposed Stapling Deed Communications Supplement and Far East H-Trust, 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 the Appendix in its proper form and context.

6. DOCUMENTS AVAILABLE FOR INSPECTION

The Far East H-REIT Trust Deed, the Far East H-BT Trust Deed and the Stapling Deed will be available for inspection at the registered office of the Managers for so long as Far East H-Trust is in existence.

Yours faithfully,

FEO Hospitality Asset Management Pte. Ltd.
(as manager of Far East Hospitality Real Estate Investment Trust)
FEO Hospitality Trust Management Pte. Ltd.
(as trustee-manager of Far East Hospitality Business Trust)

Gerald Lee Hwee Keong
Chief Executive Officer

IMPORTANT NOTICE

The value of Stapled Securities and the income derived from them may fall as well as rise. Stapled Securities are not obligations of, deposits in, or guaranteed by, the REIT Manager, the REIT Trustee, the Trustee-Manager or any of their affiliates. An investment in Stapled Securities is subject to investment risks, including the possible loss of the principal amount invested. Investors have no right to request the REIT Manager or the Trustee-Manager or any of their affiliates to redeem their Stapled Securities while the Stapled Securities are listed. It is intended that Stapled Securityholders may only deal in their Stapled Securities through trading on the SGX-ST.

Listing of the Stapled Securities on the SGX-ST does not guarantee a liquid market for the Stapled Securities.

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

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

If you have sold or transferred all your Stapled Securities, you should immediately forward this Appendix 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:

AGM	:	Annual General Meeting
Amendment Act	:	The Companies (Amendment) Act 2014
BTA	:	Business Trusts Act, Chapter 31A of Singapore
Companies Act	:	Companies Act, Chapter 50 of Singapore
Consent Regimes	:	The Express Consent Regime, the Deemed Consent Regime and the Implied Consent Regime
CPF	:	Central Provident Fund Board
CPF Board	:	Central Provident Fund
Deemed Consent Regime	:	<p>In the context of Far East H-REIT, the deemed consent of the Far East H-REIT Unitholders for the use of electronic communications of notices and documents if the Far East H-REIT 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 Far East H-REIT 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 Far East H-REIT Unitholder fails to make an election</p> <p>In the context of Far East H-BT, the deemed consent of the Far East H-BT Unitholders for the use of electronic communications of notices and documents if the Far East H-BT 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 Far East H-BT 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 Far East H-BT Unitholder fails to make an election</p> <p>In the context of Far East H-Trust, the deemed consent of the Stapled Securityholders for the use of electronic communications of notices and documents if the Stapling 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 Stapled Securityholders 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 Stapled Securityholder fails to make an election</p>
Directors	:	Directors of the Managers from time to time
Express Consent Regime	:	<p>In the context of Far East H-REIT, the express consent of the Far East H-REIT Unitholders that notices and documents may be given, sent or served to him using electronic communications</p> <p>In the context of Far East H-BT, the express consent of the Far East H-BT Unitholders that notices and documents may be given, sent or served to him using electronic communications</p> <p>In the context of Far East H-Trust, the express consent of the Stapled Securityholders that notices and documents may be given, sent or served to him using electronic communications</p>

GLOSSARY

Extraordinary Resolution	:	<p>In the context of Far East H-REIT, 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 Far East H-REIT Unitholders convened in accordance with the provisions of the Far East H-REIT Trust Deed</p> <p>In the context of Far East H-BT, 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 Far East H-BT Unitholders convened in accordance with the provisions of the Far East H-BT Trust Deed</p>
Far East H-BT	:	Far East Hospitality Business Trust
Far East H-BT Trust Deed	:	The trust deed dated 1 August 2012, entered into by the Trustee-Manager constituting Far East H-BT
Far East H-BT Unitholder	:	A holder of units in Far East H-BT
Far East H-BT Units	:	Units in Far East H-BT
Far East H-REIT	:	Far East Hospitality Real Estate Investment Trust
Far East H-REIT Third Supplemental Deed	:	The third supplemental deed to be entered into to supplement the Far East H-REIT Trust Deed
Far East H-REIT Trust Deed	:	The trust deed dated 1 August 2012 constituting Far East H-REIT (as supplemented by the first supplemental deed dated 19 October 2012 and the second supplemental deed dated 18 April 2016)
Far East H-REIT Unitholder	:	A holder of units in Far East H-REIT
Far East H-Trust	:	The stapled group comprising Far East H-BT and Far East H-REIT
First Supplemental Stapling Deed	:	The first supplemental deed to be entered into to supplement the Stapling Deed
Implied Consent Regime	:	<p>In the context of Far East H-REIT, the implied consent of Far East H-REIT Unitholders for the use of electronic communications of notices and documents if the Far East H-REIT 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 Far East H-REIT 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</p> <p>In the context of Far East H-BT, the implied consent of Far East H-BT Unitholders for the use of electronic communications of notices and documents if the Far East H-BT 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 Far East H-BT 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</p> <p>In the context of Far East H-Trust, the implied consent of Stapled Securityholders for the use of electronic communications of notices and documents if the Stapling 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 Stapled Securityholders 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</p>
Listing Manual	:	The listing manual of the SGX-ST
Listing Rules	:	The listing rules of the SGX-ST

GLOSSARY

Managers	:	The REIT Manager and the Trustee-Manager
MAS	:	Monetary Authority of Singapore
Minimum Holding Supplement	:	The supplement to the Far East H-BT Trust Deed to update the Far East H-BT Trust Deed to reflecting that the minimum holding of Far East H-BT Units is 100 Far East H-BT Units
MOF	:	Ministry of Finance
Multiple Proxies Supplement	:	The supplement to the Far East H-BT Trust Deed to provide for the appointment of more than two proxies by Stapled Securityholders who are Relevant Intermediaries
Property Funds Appendix	:	Appendix 6 of the Code on Collective Investment Schemes issued by the MAS
Proposed Far East H-BT Trust Deed Communications Supplement	:	The proposed amendment to the Far East H-BT Trust Deed to include provisions regarding electronic communications for notices or documents given, sent or served to the Far East H-BT Unitholders in the manner set out in Annex B of this Appendix
Proposed Far East H-BT Trust Deed Supplement	:	The Multiple Proxies Supplement, the Voting Supplement and the Minimum Holding Supplement
Proposed Far East H-REIT Trust Deed Communications Supplement	:	The proposed amendment to the Far East H-REIT Trust Deed to include provisions regarding electronic communications for notices or documents given, sent or served to the Far East H-REIT Unitholders in the manner set out in Annex B of this Appendix
Proposed Stapling Deed Communications Supplement	:	The proposed amendment to the Stapling Deed to include provisions regarding electronic communications for notices or documents given, sent or served to Stapled Securityholders in the manner set out in Annex B of this Appendix
Recognised Stock Exchange	:	Any stock exchange of repute in any country in any part of the world
REIT	:	Real estate investment trust
REIT Manager	:	FEO Hospitality Asset Management Pte. Ltd.
REIT Trustee	:	DBS Trustee Limited, in its capacity as trustee of Far East H-REIT
Relevant Intermediary	:	In the context of the Far East H-REIT Trust Deed and the Far East H-BT Trust Deed, it shall have the meaning ascribed to it in the Companies Act and apply with such modifications and qualifications as may be necessary, to the units of Far East H-REIT and Far East H-BT (or the Stapled Securities)
SFA	:	Securities and Futures Act, Chapter 289 of Singapore
SGX-ST	:	Singapore Exchange Securities Trading Limited
SGX-ST Consultation Paper	:	The consultation paper published by the SGX-ST on 11 January 2016
Specified Time	:	A specified period of time that Stapled Securityholders will be given an opportunity to elect whether to receive such notice or document by way of electronic communications or as a physical copy
Stapled Security	:	A security comprising one unit in Far East H-REIT and one unit in Far East H-BT stapled together under the terms of the Stapling Deed
Stapled Securityholder	:	A holder of a Stapled Security

GLOSSARY

Stapling Deed	:	The stapling deed dated 1 August 2012 made between the REIT Manager, the REIT Trustee and the Trustee-Manager
Trustee-Manager	:	FEO Hospitality Trust Management Pte. Ltd.
Voting Supplement	:	The supplement to the Far East H-BT Trust Deed to update the Far East H-BT Trust Deed for consistency with the Listing Manual to reflect that voting at meetings will be carried out by way of poll

The terms "Depositor" and "Depository Register" shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore.

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

Any reference in this 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 FAR EAST H-BT TRUST DEED SUPPLEMENT

The proposed form of the supplement for the Far East H-BT Trust Deed is as follows:

- that Clause 1.1 of the Far East H-BT Trust Deed be amended by inserting the following definition of “**Relevant Intermediary**” immediately after the definition of “**Related Party**”:

“**Relevant Intermediary**” shall have the meaning ascribed to it in the Companies Act and apply with such modifications and qualifications as may be necessary, to the Units (or Stapled Securities);”

- that Clause 2.7.1 of the Far East H-BT Trust Deed be amended to reflect the deletions as indicated by the deleted text below:

2.7.1 If at any time different Classes of Units are issued, the rights attached to any Class (unless otherwise provided by the terms of issue of the Units of that Class) may, subject to the provisions of the Relevant Laws, Regulations and Guidelines, whether or not the Trust is being wound up, be varied or abrogated with the sanction of an Extraordinary Resolution of the Holders in respect of Units of that Class, and to every such Extraordinary Resolution the provisions of this Deed relating to meetings of Holders shall apply *mutatis mutandis* PROVIDED THAT the necessary quorum shall be two persons at least holding or representing by proxy or by attorney one-third of the issued Units of the Class ~~and that any Holder in respect of Units of that Class present in person or by proxy or by attorney may demand a poll and that every such Holder shall on a poll have one vote for every Unit of the class held by him,~~ PROVIDED ALWAYS that where the necessary majority for such an Extraordinary Resolution is not obtained at such meeting of Holders, Consent in writing if obtained from holders of three-quarters of the issued Units of the class concerned within two months of such meeting of Holders shall be as valid and effectual as an Extraordinary Resolution at such meeting of Holders. This Clause 2.7 shall apply to the variation or abrogation of the special rights attached to only some of the Units of any class as if each group of Units of the class differently treated formed a separate class the special rights whereof are to be varied.”

- that Clause 5.1.2 of the Far East H-BT Trust Deed be amended to reflect the deletions as indicated by the deleted text below:

5.1.2 In connection with the initial Listing of the Trust on the SGX-ST, the Trustee-Manager shall not be bound to accept an application for Units so as to give rise to a holding of fewer than 1,000 Units (or such other number of Units as may be determined by the Trustee-Manager) and for so long as the Trust is Listed, the Trustee-Manager shall comply with the Listing Rules or, if applicable, the listing rules of the relevant Recognised Stock Exchange or any other Relevant Laws, Regulations and Guidelines when issuing Units. No fractions of a Unit shall be issued (whether on an initial issue of Units, a Rights Issue, an issue of new Units otherwise than by way of a Rights Issue, any issue pursuant to a reinvestment of distribution arrangement or any issue of Units pursuant to a conversion of any Securities) and in issuing such number of Units as corresponding to the relevant subscription proceeds (if any), the Trustee-Manager shall, in respect of each Holder’s entitlement to Units, truncate but not round off to the nearest whole Unit and any balance arising from such truncation shall be retained as part of the Trust Property.”

- that paragraph 3.5 of Schedule 1 of the Far East H-BT Trust Deed be amended to reflect the deletions as indicated by the deleted text below and the additions as indicated by the underlined text below:

3.5 Voting

3.5.1 At any meeting a resolution put to the vote of the meeting shall, subject to the requirements of the prevailing Relevant Laws, Regulations and Guidelines, be decided on a ~~show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded~~ (1) by the Chairman; (ii) by five or more Holders present in person or by proxy and having the right to vote at the meeting; or (iii) by Holder(s) present in person or by proxy representing not less than 10.0% of the total voting rights of all the Holders having the right to vote at the meeting.

ANNEX A THE PROPOSED FAR EAST H-BT TRUST DEED SUPPLEMENT

~~3.5.2~~ Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

~~3.5.23~~ If a poll is duly demanded it A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded conducted. The Chairman may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

~~3.5.34~~ A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs. ~~A demand for a poll may be withdrawn at any time.~~

~~3.5.5~~ The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded."

- that paragraph 3.6.2 of Schedule 1 of the Far East H-BT Trust Deed be deleted in its entirety and paragraphs 3.6.3 to 3.6.7 be re-numbered accordingly.
- that paragraph 4.3 of Schedule 1 of the Far East H-BT Trust Deed be amended to reflect the deletions as indicated by the deleted text below and the additions as indicated by the underlined text below:

~~"4.3~~ The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the Trustee-Manager may in the notice convening the meeting direct or if no such place is appointed then at the registered office of the Trustee-Manager not less than 48 hours before the time appointed for holding the meeting or adjourned meeting ~~(or in the case of a poll before the time appointed for the taking of the poll)~~ at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. A person appointed to act as a proxy need not be a Holder."

- that paragraph 4.4 of Schedule 1 of the Far East H-BT Trust Deed be deleted in its entirety and paragraph 4.5 be re-numbered accordingly.
- that the re-numbered paragraph 4.4 of Schedule 1 of the Far East H-BT Trust Deed be amended to reflect the deletions as indicated by the deleted text below and the additions as indicated by the underlined text below:

~~"4.54~~ A Holder who is not a Relevant Intermediary may appoint not more than two proxies to attend and vote at the same meeting. ~~PROVIDED THAT if the Holder is a Depositor, the Trustee-Manager shall be entitled and bound:~~

~~4.5.1~~ to reject any instrument of proxy lodged if the Depositor is not shown to have any Units or (in the event the Trust is part of a Stapled Group) Stapled Securities entered against his name in the Depository Register as at 48 hours before the time of the relevant meeting as certified by the Depository to the Trust; and

~~4.5.2~~ to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of Units or (in the event the Trust is part of a Stapled Group) Stapled Securities entered against the name of that Depositor in the Depository Register as at 48 hours before the time of the relevant meeting as certified by the Depository to the Trust, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

ANNEX A THE PROPOSED FAR EAST H-BT TRUST DEED SUPPLEMENT

~~(i) In any case where a form of proxy appoints more than one proxy, the proportion of the holding of Units or (in the event the Trust is part of a Stapled Group) Stapled Securities concerned to be represented by each proxy shall be specified in the form of proxy. Where a Holder appoints two proxies and does not specify the number of Units or (in the event the Trust is part of a Stapled Group) Stapled Securities to be represented by each proxy, then the Units or (in the event the Trust is part of a Stapled Group) Stapled Securities held by the Holder are deemed to be equally divided between the proxies.~~

~~(ii) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units or (in the event the Trust is part of a Stapled Group) Stapled Securities in respect of which the proxy is given PROVIDED THAT no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Trustee-Manager before the commencement of the meeting or adjourned meeting at which the proxy is used."~~

- that paragraph 4 of Schedule 1 of the Far East H-BT Trust Deed be amended by inserting the following new paragraphs 4.5, 4.6 and 4.7 immediately after the re-numbered paragraph 4.4 of Schedule 1 of the Far East H-BT Trust Deed:

4.5 A Holder who is a Relevant Intermediary may appoint more than two proxies to exercise all or any of its rights to attend, speak and vote at every meeting.

4.6 In any case where a form of proxy appoints more than one proxy, the proportion of the holding of Units or (in the event the Trust is part of a Stapled Group) Stapled Securities concerned to be represented by each proxy shall be specified in the form of proxy, provided that each proxy must be appointed to exercise the rights attached to different Units or (in the event the Trust is part of a Stapled Group) different Stapled Securities held by it (which number of Units or (in the event the Trust is part of a Stapled Group) Stapled Securities, shall be specified).

4.7 If the Holder is a Depositor, the Trustee-Manager shall be entitled and bound:

4.7.1 to reject any instrument of proxy lodged if the Depositor is not shown to have any Units or (in the event the Trust is part of a Stapled Group) Stapled Securities entered against his name in the Depository Register as at 48 hours before the time of the relevant meeting as certified by the Depository to the Trust; and

4.7.2 to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of Units or (in the event the Trust is part of a Stapled Group) Stapled Securities entered against the name of that Depositor in the Depository Register as at 48 hours before the time of the relevant meeting as certified by the Depository to the Trust, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units or (in the event the Trust is part of a Stapled Group) Stapled Securities in respect of which the proxy is given PROVIDED THAT no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Trustee-Manager before the commencement of the meeting or adjourned meeting at which the proxy is used."

ANNEX B
THE PROPOSED COMMUNICATIONS SUPPLEMENTS TO THE FAR EAST H-REIT TRUST DEED, THE FAR EAST H-BT TRUST DEED AND THE STAPLING DEED

The Proposed Far East H-REIT Trust Deed Communications Supplement

The proposed form of the communications supplement for the Far East H-REIT Trust Deed is as follows:

- that Clause 1.1 of the Far East H-REIT Trust Deed be amended by inserting the following definition of “**Electronic Communications**” 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 Far East H-REIT Trust Deed be amended to reflect the additions as indicated by the underlined text below:

“27.1 Notices to Holders and Depositors

27.1.1 Any notice 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 so served by post shall be deemed to have been served on the date 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;

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(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, and subject to the requirements of the Listing Rules, in the event that the Manager decides to adopt the deemed consent regime, it will give a Holder an opportunity to elect within a specified period of time, such time being at the discretion of the Manager, 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 directly 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 the Deed;

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(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;

(iii) where a notice or document is given, sent or served to a Holder by sending it to the current email address of the Holder pursuant to Clause 27.1.2(i), the Manager shall as soon as practicable give separate physical notice to the Holder (if required by and in compliance with the Listing Rules and/or any other applicable regulations or procedures); and

(iv) 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 Manager shall as soon as practicable give separate physical notice to the Holder of the publication of the notice or document on that website and the manner in which the notice or document may be accessed in compliance with the Listing Rules and/or any other applicable regulations or procedures."

- that Clause 27.3 of the Far East H-REIT Trust Deed be amended to reflect the additions as indicated by the underlined text below:

"27.3 Sufficiency of Service

Any notice or document sent by post to or left at the registered address of a Holder or given, sent or served to any Holder using Electronic Communications in pursuance of this Deed shall, notwithstanding that such Holder 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 Far East H-REIT 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."

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The Proposed Far East H-BT Trust Deed Communications Supplement

The proposed form of the communications supplement for the Far East H-BT Trust Deed is as follows:

- that Clause 1.1 of the Far East H-BT Trust Deed be amended by inserting the following definition of Electronic Communications immediately after the definition of “**Due Care**”:

“**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 25.1 of the Far East H-BT Trust Deed be amended to reflect the additions as indicated by the underlined text below:

“25.1 Notices to Holders and Depositors

25.1.1 Any notice 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 so served by post shall be deemed to have been served on the date 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 Trust Property.

25.1.2 Without prejudice to the provisions of Clause 25.1.1, 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-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 Trustee-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;

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- (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 25.1.6(ii) and (iii),

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

25.1.3 For the purposes of Clause 25.1.2 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.

25.1.4 Notwithstanding Clause 25.1.3, and subject to the requirements of the Listing Rules, in the event that the Trustee-Manager decides to adopt the deemed consent regime, it will give a Holder an opportunity to elect within a specified period of time, such time being at the discretion of the Trustee-Manager, 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.

25.1.5 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 25.1.2(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 Trustee-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 25.1.2(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.

25.1.6 The use of Electronic Communications pursuant to Clause 25.1.2 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 25.1.4, the Trustee-Manager must have given separate notice directly 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-Manager to the Holder, whether to receive notices and documents by way of Electronic Communications or as a physical copy;

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- (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 the 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-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 25.1.2, the Trustee-Manager shall inform the Holder as soon as practicable of how to request a physical copy of that notice or document from the Trustee-Manager, and the Trustee-Manager shall provide a physical copy of that notice or document upon such request;
 - (iii) where a notice or document is given, sent or served to a Holder by sending it to the current email address of the Holder pursuant to Clause 25.1.2(i), the Trustee-Manager shall as soon as practicable give separate physical notice to the Holder (if required by and in compliance with the Listing Rules and/or any other applicable regulations or procedures); and
 - (iv) where a notice or document is given, sent or served to a Holder by making it available on a website pursuant to Clause 25.1.2(ii), the Trustee-Manager shall as soon as practicable give separate physical notice to the Holder of the publication of the notice or document on that website and the manner in which the notice or document may be accessed in compliance with the Listing Rules and/or any other applicable regulations or procedures."
- that Clause 25.3 of the Far East H-BT Trust Deed be amended to reflect the additions as indicated by the underlined text below:

"25.3 Sufficiency of Service

Any notice or document sent by post to or left at the registered address of a Holder or given, sent or served to any Holder using Electronic Communications in pursuance of this Deed shall, notwithstanding that such Holder be then dead or bankrupt and whether or not the Trustee-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 25.5 of the Far East H-BT Trust Deed be amended to reflect the additions as indicated by the underlined text below:

"25.5 Risk of Service

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

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The Proposed Communications Supplement to the Stapling Deed

The proposed form of the communications supplement for the Stapling Deed is as follows:

- that Clause 1.1 of the Stapling Deed be amended by inserting the following definition of “**Electronic Communications**” immediately after the definition of “**Depository Services Terms and Conditions**”:

“**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 19.1 of the Stapling Deed be amended to reflect the additions as indicated by the underlined text below:

“19.1 Notice to Holders and Depositors

19.1.1 Any notice 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 Stapled Securities 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 Stapled Securities 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 so served by post shall be deemed to have been served on the date 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 of Far East H-REIT and/or Far East H-BT.

19.1.2 Without prejudice to the provisions of Clause 19.1.1, 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 REIT Trustee, the REIT Manager and/or the Trustee-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 REIT Manager and/or the Trustee-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 Far East H-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;

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- (c) any notice or document relating to any take-over offer of Far East H-Trust;
- (d) any notice or document relating to any rights issue by Far East H-Trust; or
- (e) any notice as referred to in Clauses 19.1.6(ii) and (iii).

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

19.1.3 For the purposes of Clause 19.1.2 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.

19.1.4 Notwithstanding Clause 19.1.3, and subject to the requirements of the Listing Rules, in the event that the REIT Manager and/or the Trustee-Manager decides to adopt the deemed consent regime, it will give a Holder an opportunity to elect within a specified period of time, such time being at the discretion of the REIT Manager and/or the Trustee-Manager, 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.

19.1.5 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 19.1.2(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 REIT Manager, the Trustee-Manager or their 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 19.1.2(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.

19.1.6 The use of Electronic Communications pursuant to Clause 19.1.2 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 19.1.4, the REIT Trustee, the REIT Manager and/or the Trustee-Manager must have given separate notice directly 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 REIT Trustee, the REIT Manager and/or the Trustee-Manager to the Holder, whether to receive notices and documents by way of Electronic Communications or as a physical copy;

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- (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 REIT Trustee, the REIT Manager and/or the Trustee-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 19.1.2, the REIT Trustee, the REIT Manager and/or the Trustee-Manager shall inform the Holder as soon as practicable of how to request a physical copy of that notice or document from the REIT Trustee, the REIT Manager and/or the Trustee-Manager, and the REIT Trustee, the REIT Manager and/or the Trustee-Manager shall provide a physical copy of that notice or document upon such request;
- (iii) where a notice or document is given, sent or served to a Holder by sending it to the current email address of the Holder pursuant to Clause 19.1.2(i), the REIT Manager and/or the Trustee-Manager shall as soon as practicable give separate physical notice to the Holder (if required by and in compliance with the Listing Rules and/or any other applicable regulations or procedures); and
- (iv) where a notice or document is given, sent or served to a Holder by making it available on a website pursuant to Clause 19.1.2(ii), the REIT Manager and/or the Trustee-Manager shall as soon as practicable give separate physical notice to the Holder of the publication of the notice or document on that website and the manner in which the notice or document may be accessed in compliance with the Listing Rules and/or any other applicable regulations or procedures."

- that Clause 19.3 of the Stapling Deed be amended to reflect the additions as indicated by the underlined text below:

"19.3 Sufficiency of Service

Any notice or document sent by post to or left at the registered address of a Holder or given, sent or served to any Holder using Electronic Communications in pursuance of this Deed shall, notwithstanding that such Holder be then dead or bankrupt and whether or not the REIT Trustee, the REIT Manager or the Trustee-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 Stapled Securities concerned."

- that Clause 19.5 of the Stapling Deed be amended to reflect the additions as indicated by the underlined text below:

"19.5 Risk of Service

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

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