



Comprising:

OUE COMMERCIAL REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 10 October 2013 under the laws of the Republic of Singapore)

managed by

OUE Commercial REIT Management Pte. Ltd.

(Company Registration No: 201327018E)

OUE HOSPITALITY REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 10 July 2013 under the laws of the Republic of Singapore)

managed by

OUE Hospitality REIT Management Pte. Ltd.

(Company Registration No: 201310245G)

OUE HOSPITALITY BUSINESS TRUST

(a business trust constituted on 10 July 2013 under the laws of the Republic of Singapore)

managed by

OUE Hospitality Trust Management Pte. Ltd.

(Company Registration No: 201310246W)

JOINT ANNOUNCEMENT

**PROPOSED MERGER OF OUE COMMERCIAL REIT AND OUE HOSPITALITY TRUST
BY WAY OF A TRUST SCHEME OF ARRANGEMENT**

1. INTRODUCTION

1.1 The Proposed Merger and the Trust Scheme

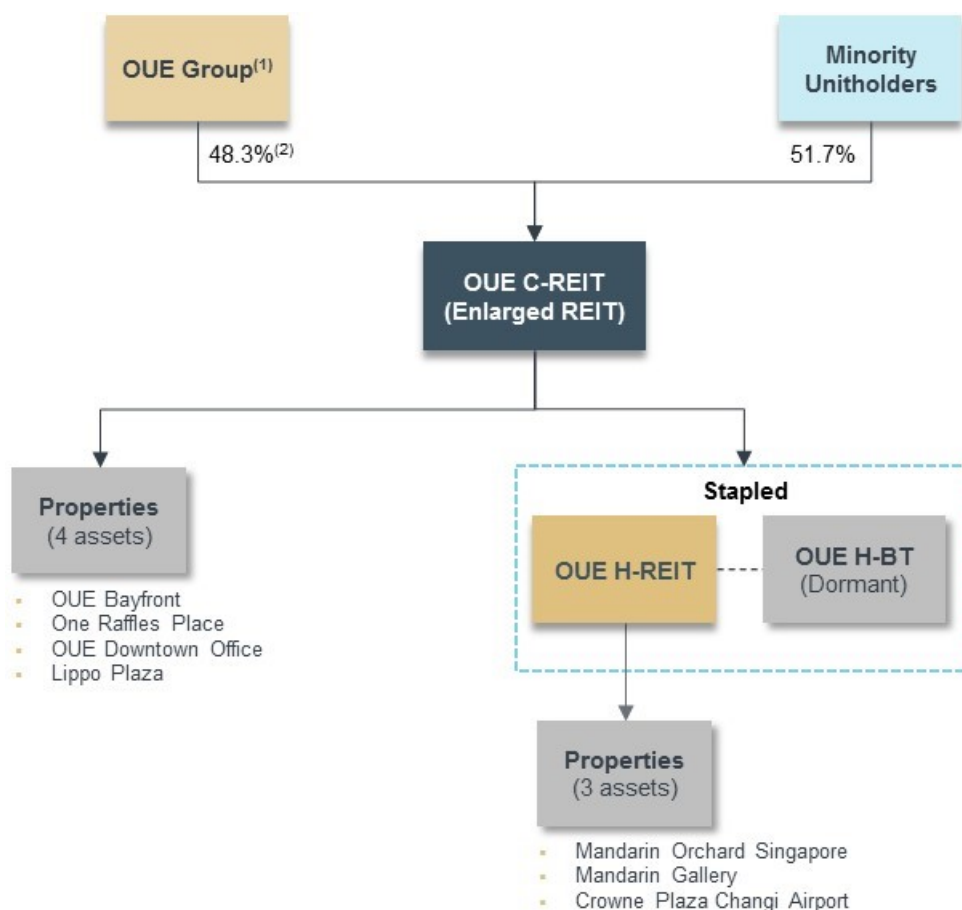
The respective boards of directors of OUE Commercial REIT Management Pte. Ltd., as manager (the “**C-REIT Manager**”) of OUE Commercial Real Estate Investment Trust (“**C-REIT**”), OUE Hospitality REIT Management Pte. Ltd., as manager (the “**H-REIT Manager**”) of OUE Hospitality Real Estate Investment Trust (“**H-REIT**”) and OUE Hospitality Trust Management Pte. Ltd., as trustee-manager (the “**H-BT Trustee-Manager**”) and collectively with the H-REIT Manager, the “**H-Trust Managers**”) of OUE Hospitality Business Trust (“**H-BT**”) and collectively with H-REIT, OUE Hospitality Trust or “**H-Trust**”) are pleased to announce the proposed merger (the “**Proposed Merger**”) of C-REIT and H-Trust. The Proposed Merger is proposed to be effected through the acquisition by DBS Trustee Limited (in its capacity as trustee of C-REIT) (the “**C-REIT Trustee**”) of all the issued and paid-up stapled securities (the “**Stapled Securities**”) held by the stapled securityholders of H-Trust (“**Stapled Securityholders**”) in exchange for a combination of cash and units in C-REIT (“**C-REIT Units**”) by way of a trust scheme of arrangement (the “**Trust Scheme**”) in compliance with the Singapore Code on Take-overs and Mergers (the “**Takeover Code**”).

1.2 Implementation Agreement

In connection with the Proposed Merger, the C-REIT Trustee, the C-REIT Manager, RBC Investor Services Trust Singapore Limited (as trustee of H-REIT) (the “**H-REIT Trustee**”) and the H-Trust Managers (each a “**Party**”, and collectively, the “**Parties**”) have today entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Parties will implement the Trust Scheme.

1.3 Enlarged REIT Structure

The following diagram illustrates the indicative structure of the enlarged REIT (“**Enlarged REIT**”) currently envisaged immediately upon completion of the Proposed Merger:



Notes:

- (1) “**OUE Group**” refers to OUE Limited (“**OUE**”) and its related corporations.
- (2) Illustrative pro forma unitholding structure (inclusive of the unitholding interests held by OUE, OUE Realty Pte. Ltd. and Golden Concord Asia Limited) based on latest available information as at 8 April 2019. Based on the Scheme Consideration of S\$0.04075 in cash per Stapled Security and 1.3583 Consideration Units to be allotted and issued per Stapled Security (as set out in paragraph 2.2 below). Under the C-REIT Trust Deed (as defined in paragraph 5.1.1 below), the C-REIT Manager is entitled to receive an acquisition fee of 0.75 per cent. of the underlying value of the assets of H-Trust. The C-REIT Manager has voluntarily waived half of its acquisition fee entitlement.

The OUE Group will continue to retain a significant stake of approximately 48.3 per cent.¹ of the total issued units in the Enlarged REIT and its interest will continue to be aligned with that of the other unitholders of C-REIT (the “**C-REIT Unitholders**”).

2. KEY TERMS OF THE PROPOSED MERGER AND THE TRUST SCHEME

2.1 The Trust Scheme

2.1.1 The Trust Scheme is proposed to be effected in accordance with the Takeover Code and the H-Trust Trust Deeds (as defined in, and to be amended and supplemented as described in, paragraph 2.5 below), subject to the terms and conditions of the Implementation Agreement.

2.1.2 Under the Trust Scheme:

- (i) upon the Trust Scheme becoming effective and binding in accordance with its terms, all the Stapled Securities will be transferred to the C-REIT Trustee:
 - (a) fully paid;
 - (b) free from any charge, mortgage, lien, hypothecation, judgment, encumbrance, easement, right of pre-emption, security, title retention, preferential right, trust arrangement or other security interest or any other agreement or arrangement having a commercial effect analogous to the conferring of security or a similar right in favour of any person (“**Encumbrances**”); and
 - (c) together with all rights, benefits and entitlements attaching thereto as at the date of this Joint Announcement (the “**Joint Announcement Date**”), including the right to receive and retain all rights and other distributions (if any) declared by H-Trust on or after the Joint Announcement Date, except for the H-Trust Permitted Distributions,²

such that on the Effective Date (as defined in paragraph 2.3 below), the C-REIT Trustee shall hold 100 per cent. of the Stapled Securities; and

- (ii) in consideration for such transfer of the Stapled Securities, the C-REIT Trustee and the C-REIT Manager agree to pay or procure the payment of the Cash Consideration (as defined in paragraph 2.2.1(i) below) and allot

¹ Inclusive of the interests held by OUE, OUE Realty Pte. Ltd. and Golden Concord Asia Limited.

² “**H-Trust Permitted Distributions**” means the distributions declared, paid or made by the H-REIT Manager to the Stapled Securityholders in the ordinary course of business in respect of the period from 1 January 2019 up to the day immediately before the Effective Date (as defined in paragraph 2.3 below) (including any clean-up distribution to the Stapled Securityholders in respect of the period from the day following the latest completed financial quarter of H-Trust preceding the Effective Date, up to the day immediately before the Effective Date). Please see also paragraph 2.4.2 below.

and issue or procure the allotment and issuance (as the case may be), by the C-REIT Manager of the Consideration Units (as defined in paragraph 2.2.1(ii) below) to each Stapled Securityholder, in accordance with the terms and conditions of the Implementation Agreement.

For the avoidance of doubt, the Parties shall be entitled to declare, make or pay the H-Trust Permitted Distributions and the C-REIT Permitted Distributions (as defined in paragraph 2.4.2 below), as the case may be, without any adjustment to the Scheme Consideration. The Stapled Securityholders as at the books closure date(s) fixed for such H-Trust Permitted Distributions shall have the right to receive and retain the H-Trust Permitted Distributions (if any) in addition to the Scheme Consideration.

2.2 Scheme Consideration

2.2.1 In consideration of the transfer of the Stapled Securities referred to in paragraph 2.1.2(i), each of the C-REIT Trustee and C-REIT Manager agrees, subject to the Trust Scheme becoming effective in accordance with its terms, to pay or procure the payment of the following consideration (the “**Scheme Consideration**”) for each Stapled Security held by each Stapled Securityholder as at the Books Closure Date:³

- (i) firstly, the payment by the C-REIT Trustee of a sum of S\$0.04075 in cash per Stapled Security (the “**Cash Consideration**”); and
- (ii) secondly, allot and issue, or procure the allotment and issuance (as the case may be), by the C-REIT Manager of 1.3583 new C-REIT Units per Stapled Security (the “**Consideration Units**”), such Consideration Unit to be credited as fully paid,

in accordance with the terms and conditions of the Implementation Agreement. On the Effective Date, the C-REIT Trustee shall hold 100 per cent. of the Stapled Securities.

The aggregate Cash Consideration to be paid to each Stapled Securityholder shall be rounded to the nearest S\$0.01. The number of Consideration Units which each Stapled Securityholder will be entitled to pursuant to the Trust Scheme, based on the Stapled Securities held by such Stapled Securityholder as at the Books Closure Date, will be rounded down to the nearest whole number, and fractional entitlements shall be disregarded in the calculation of the aggregate Consideration Units to be issued to any Stapled Securityholder pursuant to the Trust Scheme.

³ “**Books Closure Date**” means the date to be announced (before the Effective Date) by the H-Trust Managers on which the Transfer Books and the Register of Stapled Securityholders of H-Trust will be closed in order to determine the entitlements of the Stapled Securityholders in respect of the Trust Scheme.

By way of illustration, if the Trust Scheme becomes effective in accordance with its terms, a Stapled Securityholder will receive S\$40.75 in cash and 1,358 Consideration Units for every 1000 Stapled Securities held by it as at the Books Closure Date.

2.2.2 The Consideration Units shall:

- (i) when issued, be duly authorised, validly issued and fully paid-up and shall rank *pari passu* in all respects with the existing C-REIT Units as at the date of their issue;⁴ and
- (ii) be issued free from all and any Encumbrances and restrictions on transfers and no person has or shall have any rights of pre-emption over the Consideration Units.

2.3 Effective Date

The Trust Scheme will become effective upon the lodgement of the order of the Court⁵ sanctioning the Trust Scheme under Order 80 of the Rules of Court, Chapter 322, R 5 of Singapore (the “**Trust Scheme Court Order**”) with the Monetary Authority of Singapore (the “**MAS**”) or the notification to the MAS of the grant of the Trust Scheme Court Order, as the case may be, which shall be effected by the C-REIT Trustee within 10 Business Days⁶ from the date of the last Scheme Condition (as defined in paragraph 7.1.1 below) set out in paragraphs (a), (b), (c), (d), (e) and (f) of Schedule 2 to this Joint Announcement is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement (the “**Effective Date**”).

2.4 Permitted Distributions

Subject to the terms and conditions of the Implementation Agreement, the H-Trust Managers and the C-REIT Manager are permitted to declare, make or pay distributions to the Stapled Securityholders and the C-REIT Unitholders (as the case may be) only if such distributions to be declared, paid or made by H-Trust or C-REIT:

- 2.4.1** has been declared or which H-Trust or, as the case may be, C-REIT, is under a contractual obligation to pay but has not been paid prior to the date of the Implementation Agreement; or
- 2.4.2** are declared, paid or made by the H-Trust Managers or, as the case may be, the C-REIT Manager, in the ordinary course of business in respect of the period from 1 January 2019 up to the day immediately before the Effective Date, including any clean-up distribution in respect of the period from the day following the latest

⁴ For the avoidance of doubt, the Consideration Units shall not be entitled to the C-REIT Permitted Distributions (as defined herein) (please see paragraph 2.4 for further details).

⁵ “**Court**” means the High Court of the Republic of Singapore or where applicable on appeal, the Court of Appeal of the Republic of Singapore.

⁶ “**Business Day**” means a day (other than Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore.

completed financial quarter of H-Trust or, as the case may be, the latest completed financial half of C-REIT, preceding the Effective Date up to the day immediately before the Effective Date (respectively, the “**H-Trust Permitted Distributions**” and “**C-REIT Permitted Distributions**”).

As mentioned above, the Stapled Securityholders as at the books closure date(s) fixed for such H-Trust Permitted Distributions shall have the right to receive and retain the H-Trust Permitted Distributions (if any) in addition to the Scheme Consideration.

2.5 Amendment of the Trust Deeds of H-Trust

As a Scheme Condition, the Trust Scheme will require the approval by the Stapled Securityholders holding in aggregate not less than three-fourths of the total number of votes held by the Stapled Securityholders present and voting either in person or by proxy cast for and against the resolution to amend:

- 2.5.1 the trust deed made between the H-REIT Manager and the H-REIT Trustee constituting H-REIT dated 10 July 2013 (as amended and supplemented, the “**H-REIT Trust Deed**”);
- 2.5.2 the trust deed constituting H-BT dated 10 July 2013 (as amended and supplemented, the “**H-BT Trust Deed**”); and
- 2.5.3 the stapling deed of H-Trust made between the H-REIT Trustee, the H-REIT Manager and the H-BT Trustee-Manager dated 10 July 2013 (as amended and supplemented, the “**Stapling Deed**” and collectively with the H-REIT Trust Deed and the H-BT Trust Deed, the “**H-Trust Trust Deeds**”),

to, among others, include provisions for the implementation of a trust scheme (the “**Trust Deeds Amendments**”), in the form set out in Schedule 1 to this Joint Announcement or otherwise agreed in writing by the Parties, at the extraordinary general meeting of the Stapled Securityholders to be convened immediately prior to the Trust Scheme Meeting (as defined below in paragraph 2.6) (the “**Extraordinary General Meeting**”).

2.6 Approval of the Stapled Securityholders

As a further Scheme Condition, the Trust Scheme will also require, among others, the approval of the Trust Scheme by a majority in number of the Stapled Securityholders representing at least three-fourths in value of the Stapled Securities held by the Stapled Securityholders present and voting either in person or by proxy at the meeting of the Stapled Securityholders to be convened pursuant to an order of the Court to approve the Trust Scheme and any adjournment thereof (the “**Trust Scheme Meeting**”).

Further details in respect of the approvals required in connection with the Trust Scheme are set out in paragraph 9 of this Joint Announcement.

2.7 Delisting

Upon the Trust Scheme becoming effective in accordance with its terms, H-Trust will be wholly-owned by the C-REIT Trustee and will, subject to the approval of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”), be delisted and removed from the Official List of the SGX-ST.

2.8 Scheme Document

Detailed information on the Proposed Merger, the Trust Scheme and the terms and conditions upon which the Trust Scheme will be implemented by the C-REIT Manager and the H-Trust Managers will be set out in the document to be issued by the H-Trust Managers on behalf of H-Trust to all the Stapled Securityholders (the “**Scheme Document**”). The indicative timeline for the Proposed Merger is set out in Schedule 4 to this Joint Announcement.

2.9 Switch Option

Pursuant to the terms of the Implementation Agreement and subject to prior consultation with the Securities Industry Council of Singapore (“**SIC**”):

2.9.1 in the event of a Competing Offer⁷ in respect of H-Trust or an intention to make a Competing Offer in respect of H-Trust is announced (whether or not such Competing Offer is pre-conditional), the C-REIT Trustee has the right at its discretion to elect to proceed by way of a voluntary conditional cash offer for the Stapled Securities (the “**Offer**”) (in lieu of proceeding with the Proposed Merger by way of the Trust Scheme) (the “**Switch Option**”);

2.9.2 in such event, the C-REIT Trustee will make the Offer on the same or better terms as those which apply to the Trust Scheme, including the same or a higher consideration than the Scheme Consideration (being the aggregate of (i) the implied dollar value of the Consideration Units as agreed between the Parties based on the

⁷ “**Competing Offer**” means: (i) in respect of H-REIT, H-BT and their respective subsidiaries (the “**H-Trust Group**” and each entity in the H-Trust Group a “**H-Trust Group Entity**”), any expression of interest, offer or proposal by any person other than the C-REIT Trustee involving (a) a sale, transfer or other disposal of any direct or indirect interest in some or all of the Stapled Securities or shares in any H-Trust Group Entity or substantially all of the assets, business and/or undertakings of any H-Trust Group Entity; (b) a general offer for the Stapled Securities; (c) a scheme of arrangement involving any H-Trust Group Entity or the merger of any H-Trust Group Entity with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); (d) any other arrangement having an effect similar to any of (a) to (c); or (e) a transaction or series of related transactions which would or is reasonably likely to preclude or restrict the Proposed Merger and/or the Trust Scheme; and (ii) in respect of C-REIT and its subsidiaries (the “**C-REIT Group**” and each entity in the C-REIT Group a “**C-REIT Group Entity**”), any expression of interest, offer or proposal by any person involving (a) a sale, transfer or other disposal of any direct or indirect interest in some or all of the C-REIT Units or shares in any C-REIT Group Entity or substantially all of the assets, business and/or undertakings of any C-REIT Group Entity; (b) a general offer for the C-REIT Units; (c) a scheme of arrangement involving any C-REIT Group Entity or the merger of any C-REIT Group Entity with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); (d) any other arrangement having an effect similar to any of (a) to (c); or (e) a transaction or series of related transactions which would or is reasonably likely to preclude or restrict the Proposed Merger and/or the Trust Scheme. For the purpose of this definition, a Competing Offer will be deemed to be for substantially all of the assets, business and/or undertakings of a H-Trust Group Entity or a C-REIT Group Entity (as the case may be) if the relevant assets, business and/or undertakings in question constitute a “material amount” as defined in Note 2 on Rule 5 of the Takeover Code.

fixed number of Consideration Units issued for each Stapled Security, and (ii) the Cash Consideration) for each Stapled Security (the “Offer Price”), and conditional upon a level of acceptances set at only more than 50 per cent. of the Stapled Securities to which the Offer relates and not conditional on a higher level of acceptances; and

- 2.9.3 if the C-REIT Trustee exercises the Switch Option, the Implementation Agreement (save for certain surviving provisions) shall terminate with effect from the date of announcement by or on behalf of the C-REIT Trustee of a firm intention to make the Offer (other than certain surviving provisions), and none of the Parties shall have any claim against the others under the Implementation Agreement.

3. INFORMATION ON H-TRUST AND THE H-TRUST MANAGERS

- 3.1 H-Trust, which is a stapled group comprising H-REIT and H-BT, was listed on the Main Board of the SGX-ST on 25 July 2013. Each unit in H-REIT is stapled to one unit in H-BT under the terms of the Stapling Deed. As at the Joint Announcement Date, H-Trust has in issue an aggregate of 1,829,779,587 Stapled Securities.
- 3.2 H-REIT is a Singapore real estate investment trust (“REIT”) constituted by the H-REIT Trust Deed and established with the principal investment strategy of investing, directly or indirectly, in a portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, whether wholly or partially, as well as real estate-related assets. H-REIT is managed by OUE Hospitality REIT Management Pte. Ltd., a wholly-owned subsidiary of OUE, the sponsor of H-Trust. The H-REIT Manager was incorporated in Singapore on 17 April 2013. The H-REIT Manager has an issued and paid-up capital of S\$1,000,000 as at the Joint Announcement Date and has been issued a capital markets services licence for REIT management (“CMS Licence”) pursuant to the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), on 2 July 2013.
- 3.3 H-BT, a registered business trust under the Business Trusts Act, Chapter 31A of Singapore, is currently dormant. OUE Hospitality Trust Management Pte. Ltd. is the trustee-manager of H-BT and a wholly-owned subsidiary of OUE, the sponsor of H-Trust. The H-BT Trustee-Manager was incorporated in Singapore on 17 April 2013 and has an issued and paid-up capital of S\$1.00 as at the Joint Announcement Date.
- 3.4 The boards of directors of the H-Trust Managers comprise the following:
- 3.4.1 Mr Lee Yi Shyan (Chairman and Non-Independent Non-Executive Director);
- 3.4.2 Mr Sanjiv Misra (Lead Independent Director);
- 3.4.3 Mr Liu Chee Ming (Independent Director);
- 3.4.4 Professor Neo Boon Siong (Independent Director);
- 3.4.5 Mr Ong Kian Min (Independent Director); and

3.4.6 Mr Christopher James Williams (Non-Independent Non-Executive Director).

3.5 H-Trust's portfolio currently comprises:

3.5.1 Mandarin Orchard Singapore located at 333 Orchard Road, Singapore;

3.5.2 Mandarin Gallery located at 333A Orchard Road, Singapore; and

3.5.3 Crowne Plaza Changi Airport located at 75 Airport Boulevard, Singapore.

4. INFORMATION ON C-REIT AND THE C-REIT MANAGER

4.1 C-REIT was listed on the Main Board of the SGX-ST on 27 January 2014, and was established with the principal investment strategy of investing, directly or indirectly, in a portfolio of income-producing real estate used primarily for commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs within and outside of Singapore, as well as real estate-related assets. As at the Joint Announcement Date, C-REIT has in issue an aggregate of 2,861,589,059 C-REIT Units.

4.2 C-REIT is managed by OUE Commercial REIT Management Pte. Ltd., a wholly-owned subsidiary of OUE, the sponsor of C-REIT. Incorporated on 4 October 2013, the C-REIT Manager has an issued and paid-up capital of S\$1,000,000 as at the Joint Announcement Date. The C-REIT Manager has been issued a CMS Licence for REIT management pursuant to the SFA on 15 January 2014.

4.3 The board of directors of the C-REIT Manager comprises the following:

4.3.1 Mr Christopher James Williams (Chairman and Non-Independent Non-Executive Director);

4.3.2 Mr Loh Lian Huat (Lead Independent Director);

4.3.3 Dr Lim Boh Soon (Independent Director);

4.3.4 Ms Usha Raneer Chandradas (Independent Director);

4.3.5 Mr Jonathan Miles Foxall (Non-Independent Non-Executive Director); and

4.3.6 Ms Tan Shu Lin (Chief Executive Officer and Executive Director).

4.4 C-REIT's portfolio currently comprises:

4.4.1 OUE Bayfront located at 50, 60 and 62 Collyer Quay, Singapore;

4.4.2 a 91.2 per cent. share of strata ownership of Lippo Plaza located at 222 Huaihai Zhong Road in the commercial district of Huangpu in central Shanghai, the People's Republic of China;

- 4.4.3 an effective interest of 67.95 per cent. in the One Raffles Place property located at 1 Raffles Place, Singapore; and
- 4.4.4 the office components of the OUE Downtown property located at 6 and 6A Shenton Way, Singapore.

5. FUTURE INTENTIONS FOR THE ENLARGED REIT

5.1 Assuming the completion of the Proposed Merger:

- 5.1.1 the C-REIT Manager intends to expand the investment mandate of the Enlarged REIT pursuant to the trust deed constituting C-REIT (as amended and supplemented, the “**C-REIT Trust Deed**”). The new principal investment strategy of the Enlarged REIT will be to invest in a portfolio of income-producing real estate used primarily for (i) commercial purposes (including real estate used primarily for office and/or retail purposes) in financial and business hubs; and/or (ii) hospitality and/or hospitality-related purposes, as well as real estate related assets;
- 5.1.2 subject to evaluation by the Nominating and Remuneration Committee of the C-REIT Manager and approval of the board of directors of the C-REIT Manager and the MAS, certain directors and key management staff of the H-Trust Managers may be joining the C-REIT Manager; and
- 5.1.3 it is also currently intended for H-Trust’s management fee structure to be amended to reflect the fee structure in the C-REIT Trust Deed such that the existing fee structure of C-REIT is retained. This includes the performance fee to be paid,⁸ being a performance-based element which depends on DPU (as defined in the C-REIT Trust Deed) growth, and is designed to align the interest of the C-REIT Manager with those of the unitholders of the Enlarged REIT.

5.2 Save as set out above, there is presently no intention to (i) introduce any major changes to the business of H-Trust, (ii) re-deploy the fixed assets of H-Trust, or (iii) discontinue the employment of the employees of the H-Trust Managers, save in the ordinary course of business or as a result of any internal reorganisation or restructuring within the Enlarged REIT which may be implemented after the Proposed Merger. However, the board of directors of the C-REIT Manager retains and reserves the right and flexibility at any time to consider any options in relation to the Enlarged REIT which may present themselves and which it may regard to be in the interest of the Enlarged REIT.

⁸ Based on 25 per cent. per annum of the difference in DPU in a financial year with the DPU in the preceding full financial year (calculated before accounting for the performance fee but after accounting for the base fee in each financial year) multiplied by the weighted average number of C-REIT Units in issue for such financial year. The performance fee is payable if the DPU in any financial year exceeds the DPU in the preceding financial year, notwithstanding that the DPU in the financial year in which the performance fee is payable may be less than the DPU in the financial year prior to any preceding financial year.

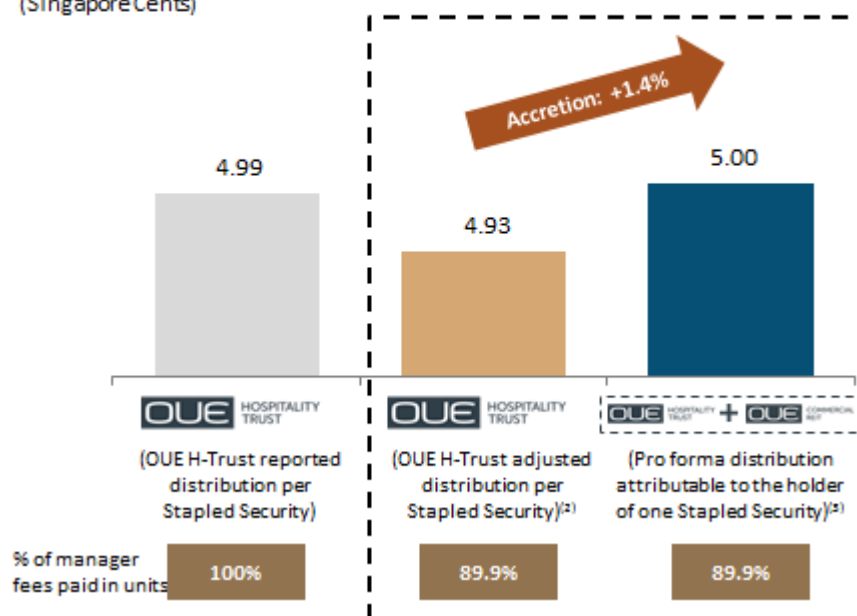
6. RATIONALE FOR THE PROPOSED MERGER

6.1 Value Accretive to Stapled Securityholders

6.1.1 Assuming that the Proposed Merger had been completed on 1 January 2018, the pro forma distribution attributable to the holder of one Stapled Security for the financial year ended 31 December 2018 would have been 5.00 cents. This is approximately 1.4 per cent. higher than the pro forma distribution of 4.93 cents which the holder of one Stapled Security would have received for the same period after aligning the proportion of the H-REIT Manager's fees paid in Stapled Securities to be on a like-for-like basis as compared to the Enlarged REIT, with H-Trust as a sub-trust of C-REIT, following the completion of the Proposed Merger and the Trust Scheme.

Pro Forma FY2018 Distribution Attributable to the Holder of One Stapled Security⁽¹⁾

(Singapore Cents)

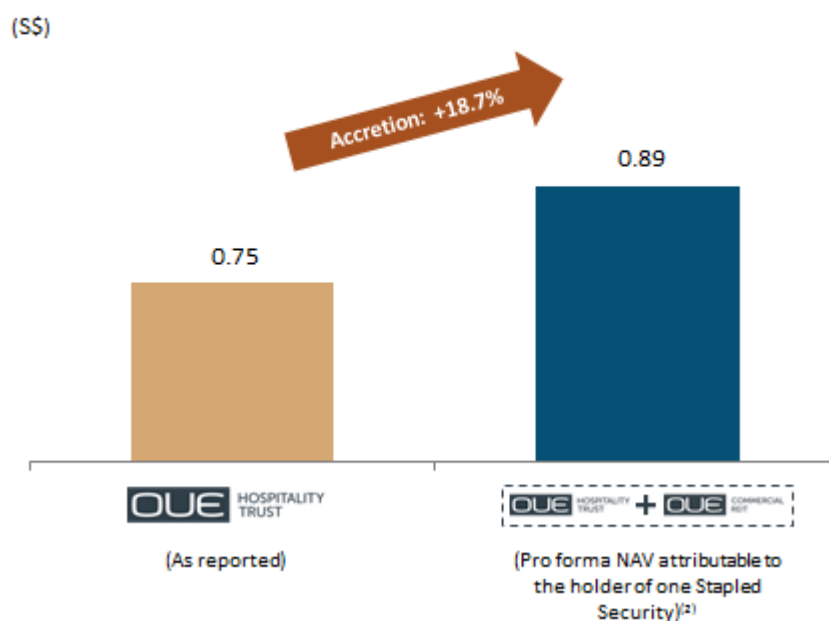


Notes:

- (1) Assumes the Proposed Merger had been completed on 1 January 2018.
- (2) After aligning the proportion of the H-REIT Manager's fees paid in Stapled Securities to be on a like-for-like basis as compared to the Enlarged REIT.
- (3) Based on the Enlarged REIT's financial year ended 31 December 2018 ("FY2018") pro forma DPU multiplied by the exchange ratio of 1.3583 and assuming that the Cash Consideration is reinvested in C-REIT Units at C-REIT's one-month volume weighted average price ("1M VWAP") of S\$0.5112 as at 5 April 2019.

- 6.1.2 The Proposed Merger will also be approximately 18.7 per cent. accretive to the Stapled Securityholders from a net asset value (“NAV”) perspective, with the NAV attributable to the holder of one Stapled Security increasing from S\$0.75 to S\$0.89.

NAV Attributable to the Holder of One Stapled Security⁽¹⁾



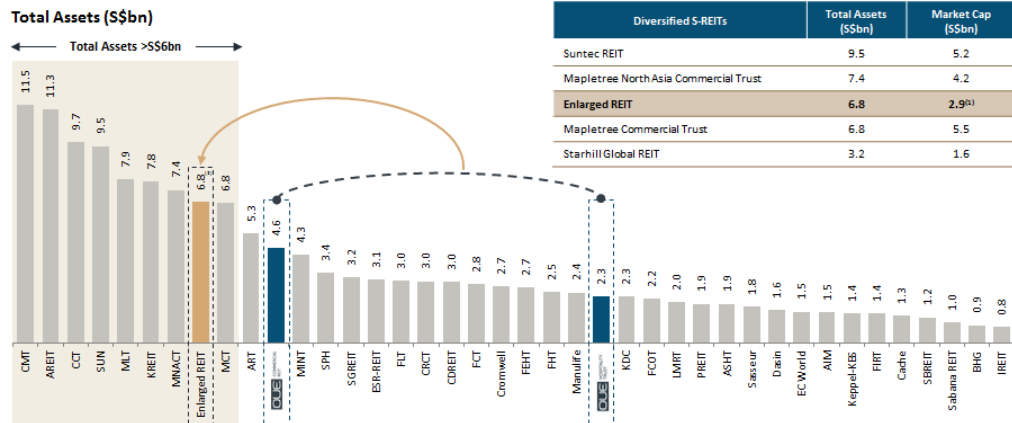
Notes:

- (1) Assumes the Proposed Merger had been completed on 31 December 2018.
 (2) Based on the Enlarged REIT’s FY2018 pro forma NAV multiplied by the exchange ratio of 1.3583 and assuming that the Cash Consideration is reinvested in C-REIT Units at C-REIT’s 1M VWAP of S\$0.5112 as at 5 April 2019.

6.2 Creation of one of the largest diversified Singapore-listed REITs

The Proposed Merger, if effected, will result in a sizeable and liquid Singapore-listed REIT (“S-REIT”):

- 6.2.1 the Enlarged REIT is expected to become one of the largest diversified S-REITs, with total assets increasing to approximately S\$6.8 billion;



Source: Company filings, Bloomberg as at 5 April 2019.

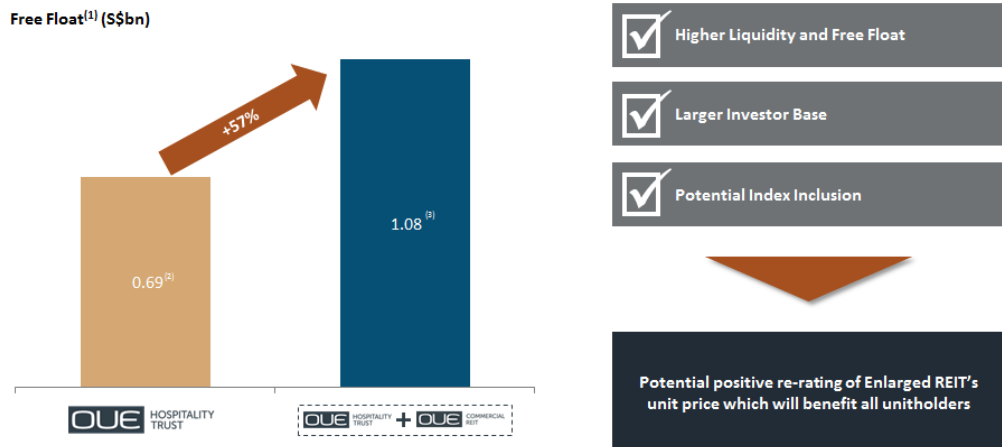
Notes: Chart above only includes REITs with primary listing on the SGX-ST and total assets of at least S\$0.8 billion as at 31 December 2018.

- (1) Illustrative market capitalisation of Enlarged REIT calculated as the sum of (i) the market capitalisation of C-REIT of S\$1.5 billion as at 5 April 2019; (ii) the portion of the Scheme Consideration to be satisfied in C-REIT Units; and (iii) the value of the acquisition fee to be issued in C-REIT Units, as described in the C-REIT Manager Announcement (as defined in paragraph 9.3 below) made on the Joint Announcement Date.
- (2) Any discrepancies between the listed amounts and the totals thereof are due to rounding.

6.2.2 the enlarged scale of the combined portfolio will enhance the Enlarged REIT's visibility within the S-REITs universe and increase the relevance of the Enlarged REIT amongst the investment community. This should allow the Enlarged REIT to benefit from better access to competitive sources of capital and enjoy greater funding flexibility; and

6.2.3 the Enlarged REIT will benefit from a significant increase in free float which will increase by approximately 57 per cent., from S\$0.69 billion as at 5 April 2019 to approximately S\$1.08 billion⁹. This will potentially result in higher trading liquidity, and potential index inclusion, which could potentially lead to a positive re-rating of the Enlarged REIT and a wider investor base.

⁹ Excludes the stakes held by the OUE Group, the H-Trust Managers, the C-REIT Manager, directors and chief executive officers of the H-Trust Managers and the C-REIT Manager and their respective associates, substantial C-REIT Unitholders and substantial Stapled Securityholders. Based on pro-forma free float percentage multiplied by illustrative market capitalisation of Enlarged REIT. Illustrative market capitalisation of Enlarged REIT calculated as the sum of (i) the market capitalisation of C-REIT of S\$1.5 billion as at 5 April 2019; (ii) the portion of the Scheme Consideration to be satisfied in C-REIT Units; and (iii) the value of the acquisition fee to be issued in C-REIT Units, as described in the C-REIT Manager Announcement made on the Joint Announcement Date.



Source: Company filings, Bloomberg as at 5 April 2019.

Notes:

- (1) Excludes the stakes held by OUE Group, the H-Trust Managers, the C-REIT Manager, directors and chief executive officers of the H-Trust Managers and C-REIT Manager and their respective associates, substantial C-REIT Unitholders and substantial Stapled Securityholders.
- (2) Based on approximately 937.9 million Stapled Securities and the Last Price of S\$0.735 per Stapled Security as at 5 April 2019.
- (3) Based on pro-forma free float percentage multiplied by illustrative market capitalisation of Enlarged REIT. Illustrative market capitalisation of Enlarged REIT calculated as the sum of (i) the market capitalisation of C-REIT of S\$1.5 billion as at 5 April 2019; (ii) the portion of the Scheme Consideration to be satisfied in C-REIT Units; and (iii) the value of the acquisition fee to be issued in C-REIT Units, as described in the C-REIT Manager Announcement made on the Joint Announcement Date. Due to rounding, numbers do not add up precisely to the total indicated.

6.3 Enhanced Scale, Diversification and Resilience

The Enlarged REIT will have an enhanced portfolio comprising seven properties, representing a total asset value of approximately S\$6.8 billion. The pro forma FY2018 gross revenue will increase to approximately S\$306 million while the pro forma FY2018 net property income will increase to approximately S\$251 million. The Enlarged REIT's portfolio will also be diversified across three asset classes including commercial, hospitality and integrated developments.¹⁰ This will reduce the concentration risk associated with exposure to any single real estate asset class. The enlarged portfolio will comprise approximately 1.9 million square feet of prime office assets, upscale hotels with an aggregate of 1,640 rooms and approximately 0.3 million square feet of prime retail space along Orchard Road and the core Central Business District ("CBD"), and no single property will represent more than 27 per cent. of the total value.¹¹

¹⁰ Integrated developments including a combination of the office, retail and/or hospitality asset classes.

¹¹ Based on valuations as at 31 December 2018.

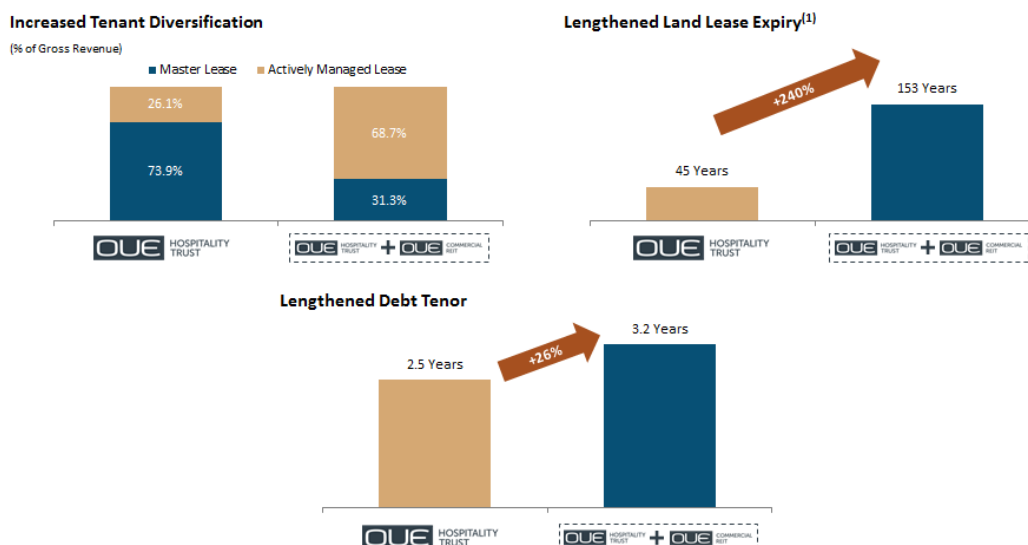


Notes:

- (1) As at 31 December 2018.
- (2) Based on reported FY2018 financials.
- (3) Based on attributable net lettable area.

The Enlarged REIT (as compared to H-Trust) should also see:

- 6.3.1** enhanced tenant diversification, with income contribution from actively managed leases increasing from approximately 26.1 per cent. to approximately 68.7 per cent. by gross revenue; and
- 6.3.2** increase in weighted average debt tenor from approximately 2.5 years to approximately 3.2 years.



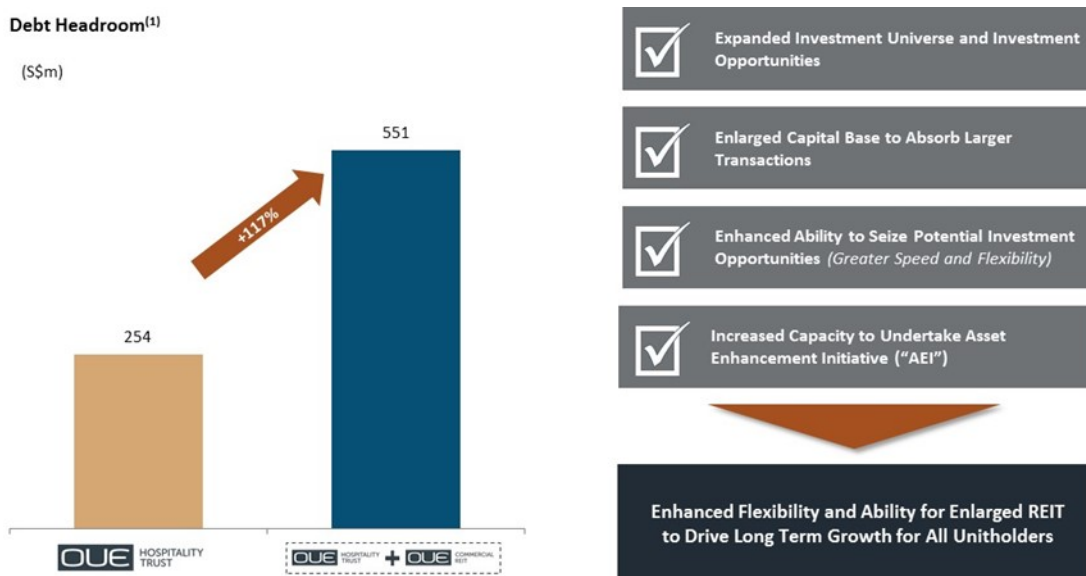
Note:

- (1) Based on gross floor area as at 31 December 2018 (calculated on a weighted average basis as at 31

December 2018, where appropriate); gross floor area for each of One Raffles Place's Office Tower 1, Office Tower 2 and retail portion is estimated based on the percentage split of the net lettable area for One Raffles Place's Office Tower 1, Office Tower 2 and retail portion as disclosed in the circular to C-REIT Unitholders dated 1 July 2015 in relation to (i) the proposed acquisition of an indirect interest in One Raffles Place and the proposed CPPU issue; and (ii) the proposed trust deed supplement for the issue of preferred units.

6.4 Increased Flexibility and Ability to Drive Growth

Stapled Securityholders will benefit from the Enlarged REIT's enhanced ability to pursue future scalable growth via organic and inorganic means. Expanding the investment mandate will allow the Enlarged REIT to explore opportunities beyond a specific sector, which enhances long-term distribution and capital growth. The Enlarged REIT's larger capital base will also enhance its funding capacity and flexibility, with (i) debt headroom increasing from approximately S\$254 million (for H-Trust) to approximately S\$551 million as at 31 December 2018; and (ii) a larger equity fundraising capacity. In addition, the Enlarged REIT will enjoy enhanced capacity to undertake asset enhancement initiatives to deliver organic growth for unitholders. The increased funding capacity and flexibility will enhance the Enlarged REIT's ability to drive long term growth for all unitholders.



Note:

(1) Based on the aggregate leverage limit of 45 per cent. under the Property Funds Appendix.

7. SCHEME CONDITIONS

7.1 Scheme

7.1.1 The Trust Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the conditions precedent (the "**Scheme Conditions**") set out in the Implementation Agreement and reproduced in Schedule 2 to this Joint Announcement.

7.1.2 The Trust Scheme will become effective upon the lodgement of the Trust Scheme Court Order with the MAS or the notification to the MAS of the grant of the Trust Scheme Court Order, as the case may be, which shall be effected by the C-REIT Trustee within 10 Business Days from the date the last Scheme Condition set out in paragraphs (a), (b), (c), (d), (e) and (f) of Schedule 2 to this Joint Announcement is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement.

7.2 Benefit of Scheme Conditions

7.2.1 C-REIT's Benefit

The C-REIT Trustee and the C-REIT Manager may waive any Scheme Condition in paragraphs (d)(i), (d)(ii), (h) (insofar as it relates to any Prescribed Occurrence (as set out in Schedule 3) in relation to any H-Trust Group Entity), (i) and (k)(ii) of Schedule 2 to this Joint Announcement. Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the C-REIT Trustee and the C-REIT Manager. The C-REIT Trustee and the C-REIT Manager may at any time and from time to time at their sole and absolute discretion waive any such breach or non-fulfilment.

7.2.2 H-Trust's Benefit

The H-REIT Trustee and the H-Trust Managers may waive any Scheme Condition in paragraphs (h) (insofar as it relates to any Prescribed Occurrence in relation to any C-REIT Group Entity), (j) and (k)(i) of Schedule 2 to this Joint Announcement. Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the H-REIT Trustee and the H-Trust Managers. The H-REIT Trustee and the H-Trust Managers may at any time and from time to time at their sole and absolute discretion waive such breach or non-fulfilment.

7.2.3 Mutual Benefit

The Parties may jointly waive the Scheme Conditions in paragraphs (f) and (g) of Schedule 2 to this Joint Announcement. For the avoidance of doubt, the Parties agree that the Scheme Conditions in paragraphs (a), (b), (c), (d)(iii), (d)(iv), (d)(v) and (e) of Schedule 2 to this Joint Announcement are not capable of being waived by any Party or all of the Parties.

8. TERMINATION

8.1 Right to Terminate

8.1.1 The Implementation Agreement may be terminated with immediate effect by giving notice in writing at any time prior to the date falling on the Business Day immediately preceding the Effective Date (the "**Relevant Date**"), subject to the prior consultation

with the SIC, and the SIC giving its approval for, and stating that it has no objection to, such termination:

- (i) **Court Order:** by either the C-REIT Trustee and the C-REIT Manager or the H-REIT Trustee and the H-Trust Managers, if any court of competent jurisdiction or Governmental Agency¹² has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Trust Scheme, the Proposed Merger or any part thereof, or has refused to do anything necessary to permit the Trust Scheme, the Proposed Merger or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable;
- (ii) **Breach:** by either:
 - (a) the C-REIT Trustee and the C-REIT Manager, if any of the H-REIT Trustee, the H-REIT Manager or the H-BT Trustee-Manager (A) is in breach of the representations and warranties of the H-REIT Trustee and the H-Trust Managers set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by either of the C-REIT Trustee and the C-REIT Manager to do so; or (B) fails to perform and comply in all material respects with any matters referred to in paragraph (i)(ii) of Schedule 2 to this Joint Announcement on or prior to the Relevant Date; or
 - (b) the H-REIT Trustee and the H-Trust Managers, if either the C-REIT Trustee or the C-REIT Manager (A) is in breach of the representations and warranties of the C-REIT Trustee and the C-REIT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by any of the H-REIT Trustee or the H-Trust Managers to do so; or (B) fails to perform and comply in all material respects with any matters referred to in paragraph (j)(ii) of Schedule 2 to this Joint Announcement on or prior to the Relevant Date;
- (iii) **Stapled Securityholders' Approvals:** by either the C-REIT Trustee and the C-REIT Manager or the H-REIT Trustee and the H-Trust Managers, if the resolutions submitted to (i) the Extraordinary General Meeting for the Trust Deeds Amendments or (ii) the Trust Scheme Meeting for the Trust Scheme, are not approved (without amendment) by the requisite majorities;

¹² "Governmental Agency" means any foreign or Singaporean government or governmental, semi-governmental, administrative, regulatory, fiscal or judicial agency, authority, body, commission, department, exchange, tribunal or entity.

- (iv) **C-REIT Unitholders' Approval:** by either the H-REIT Trustee and the H-Trust Managers or the C-REIT Trustee and the C-REIT Manager, if the resolution(s) submitted to the general meeting of the C-REIT Unitholders for the Proposed Merger are not approved (without amendment) by the requisite majority; or
- (v) **Competing Offer:** by either the H-REIT Trustee and the H-Trust Managers or the C-REIT Trustee and the C-REIT Manager if a Competing Offer in respect of H-Trust or C-REIT becomes or is declared unconditional in all respects (or its equivalent) and/or is completed.

8.1.2 Non-fulfilment of Conditions Precedent: The Implementation Agreement may also be terminated by any Party, if the Trust Scheme has not become effective on or before 11.59 p.m. on 8 October 2019 (or such other date as the Parties may agree in writing) (the "**Long-Stop Date**") or any of the Scheme Conditions has not been satisfied (or, where applicable, has not been waived) by the Long-Stop Date, and the non-fulfilment of any such Scheme Condition is material in the context of the Proposed Merger except that:

- (i) in the event of any non-fulfilment of the Scheme Conditions in paragraphs (f), (h), (i) and (k)(ii) of Schedule 2 to this Joint Announcement, the C-REIT Trustee and the C-REIT Manager can only rely on such non-fulfilment of any such Scheme Condition to terminate the Implementation Agreement with the prior consultation of the SIC; and
- (ii) in the event of any non-fulfilment of the Scheme Conditions in paragraphs (f), (h), (j) and (k)(i) of Schedule 2 to this Joint Announcement, the H-REIT Trustee and the H-Trust Managers can only rely on such non-fulfilment of any such Scheme Condition to terminate the Implementation Agreement with the prior consultation of the SIC,

and in each case, subject to the SIC giving its approval for, and stating that it has no objection to, such termination.

8.2 Consultation with Other Parties

In the event any Party intends to consult the SIC in relation to the termination of the Implementation Agreement, it shall give prior written notice of such intention to the other Parties.

8.3 Effect of Termination

In the event of termination of the Implementation Agreement by either (i) the C-REIT Trustee and the C-REIT Manager or (ii) the H-REIT Trustee and the H-Trust Managers pursuant to the terms of the Implementation Agreement, the Implementation Agreement shall terminate (except for certain surviving provisions such as those relating to, amongst others,

confidentiality, costs and expenses and governing law) and there shall be no liability on the part of any Party save as set out in the Implementation Agreement.

9. APPROVALS REQUIRED

9.1 Extraordinary General Meeting, Trust Scheme Meeting and Court Sanction

The Trust Scheme will require, *inter alia*, the following approvals:

- 9.1.1 the approval of Stapled Securityholders holding in aggregate not less than three-fourths of the total number of votes held by the Stapled Securityholders present and voting either in person or by proxy cast for and against the resolution at the Extraordinary General Meeting ("**Trust Deeds Amendments Resolution**");
- 9.1.2 the approval of a majority in number of the Stapled Securityholders representing at least three-fourths in value of the Stapled Securities held by the Stapled Securityholders present and voting either in person or by proxy at the Trust Scheme Meeting ("**Trust Scheme Resolution**"); and
- 9.1.3 the Trust Scheme Court Order being obtained.

The Trust Scheme Resolution is contingent upon the approval of the Trust Deeds Amendments Resolution at the Extraordinary General Meeting. In the event that the Trust Deeds Amendments Resolution is not passed at the Extraordinary General Meeting, the H-Trust Managers will not proceed with the Trust Scheme Meeting. This means that the Trust Scheme cannot be implemented by the H-Trust Managers and the C-REIT Manager unless both the Trust Deeds Amendments Resolution and the Trust Scheme Resolution are passed at the Extraordinary General Meeting and the Trust Scheme Meeting respectively.

In addition, the Trust Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement.

9.2 SIC Confirmations

Pursuant to the application made by the C-REIT Manager to the SIC to seek SIC's rulings and confirmations on certain matters in relation to the Trust Scheme, the SIC has confirmed on 22 March 2019, *inter alia*, that:

- 9.2.1 the Trust Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Takeover Code, subject to the following conditions:
 - (i) the C-REIT Trustee (acting in the capacity as trustee of C-REIT), the C-REIT Manager and its concert parties, as well as the common substantial C-REIT Unitholders/Stapled Securityholders (i.e. those holding five per cent.

or more interests in both C-REIT and H-Trust) abstain from voting on the Trust Scheme;

- (ii) the Scheme Document contains advice to the effect that by voting for the Trust Scheme, Stapled Securityholders are agreeing to the C-REIT Trustee (acting in the capacity as trustee of C-REIT), the C-REIT Manager and its concert parties acquiring H-Trust without having to make a general offer for H-Trust, and the Scheme Document discloses the names of the C-REIT Manager and its concert parties, their current voting rights in H-Trust and their voting rights in H-Trust after the Trust Scheme;
- (iii) the directors of the H-Trust Managers who are also directors or concert parties of the C-REIT Trustee (acting in the capacity as trustee of C-REIT), the C-REIT Manager and its concert parties abstain from making a recommendation on the Trust Scheme to Stapled Securityholders;
- (iv) the H-Trust Managers appoint an independent financial adviser to advise the Stapled Securityholders on the Trust Scheme;
- (v) the Trust Scheme is approved by a majority in number representing three-fourths in value of the Stapled Securities held by the Stapled Securityholders present and voting either in person or by proxy at a meeting convened to approve the Trust Scheme; and
- (vi) the H-REIT Trustee and the H-BT Trustee-Manager obtain Court approval for the Trust Scheme under Order 80 of the Rules of Court, Chapter 322, R 5 of Singapore; and

9.2.2 it has no objections to the Scheme Conditions.

9.3 C-REIT Extraordinary General Meeting

An extraordinary general meeting of C-REIT will also be convened to seek the approval of the C-REIT Unitholders for (i) the Proposed Merger and (ii) the issue of the Consideration Units as consideration for the Proposed Merger.

Further information on the approvals required from the C-REIT Unitholders and the Proposed Merger from the perspective of C-REIT are further described in the announcement by C-REIT Manager (the “**C-REIT Manager Announcement**”) on the date hereof, which is available on the website of SGX-ST at www.sgx.com.

9.4 Other Regulatory Approvals

The Trust Scheme will also require other regulatory approvals as described in Schedule 2 to this Joint Announcement from the Inland Revenue Authority of Singapore, the SGX-ST and the MAS.

10. ABSTENTION FROM VOTING ON TRUST SCHEME RESOLUTION

In accordance with the SIC's rulings as set out in paragraph 9.2.1(i), the C-REIT Trustee (acting in the capacity as trustee of C-REIT), the C-REIT Manager and its concert parties (including (i) OUE, OUE Realty Pte. Ltd., Golden Concord Asia Limited and their respective directors, (ii) Mr Lee Yi Shyan, and (iii) Idaman Investments Ltd¹³), as well as the common substantial C-REIT Unitholders/Stapled Securityholders will abstain from voting on the Trust Scheme. In addition, the H-REIT Manager will abstain from voting on the Trust Scheme pursuant to Rule 748(5) of the listing manual of the SGX-ST (the "**Listing Manual**").

Accordingly, each of the parties named above shall decline to accept appointment as proxy to attend and vote at the Trust Scheme Meeting.

11. FINANCIAL ADVISERS

11.1 Financial Adviser to the H-Trust Managers

BofA Merrill Lynch is the sole financial adviser to the H-Trust Managers in respect of the Proposed Merger and the Trust Scheme.

11.2 Financial Advisers to the C-REIT Manager

Citigroup Global Markets Singapore Pte. Ltd., Credit Suisse (Singapore) Limited and Oversea-Chinese Banking Corporation Limited are the financial advisers to the C-REIT Manager in respect of the Proposed Merger and the Trust Scheme (the "**C-REIT Financial Advisers**").

11.3 Independent Financial Adviser to the H-Trust Independent Directors

Australia and New Zealand Banking Group Limited, Singapore Branch has been appointed as the independent financial adviser (the "**H-Trust IFA**") to advise the directors of the H-Trust Managers who are considered independent for the purposes of the Trust Scheme (the "**H-Trust Independent Directors**").

Full details of the Trust Scheme including the recommendation of the H-Trust Independent Directors along with the advice of the H-Trust IFA (the "**H-Trust IFA Letter**") will be included in the Scheme Document.

11.4 Independent Financial Adviser to the C-REIT Independent Directors

Pursuant to Chapter 9 of the Listing Manual, the C-REIT Manager has appointed Deloitte & Touche Corporate Finance Ltd as the independent financial adviser (the "**C-REIT IFA**") to advise the C-REIT Trustee, the C-REIT Manager's Audit and Risk Committee (the "**ARC**") and its directors who are considered independent for the purposes of the interested person

¹³ Mr Christopher James Williams is a director of both the C-REIT Manager and OUE. Mr Christopher James Williams is deemed to be interested in the 331,687 C-REIT Units held by Idaman Investments Ltd, which is wholly-owned by a trust of which the beneficiaries include his wife and two children.

transaction (the “**C-REIT Independent Directors**”) as to whether the Proposed Merger is on normal commercial terms and is not prejudicial to the interests of C-REIT and its minority unitholders.

A copy of the letter from the C-REIT IFA to the C-REIT Independent Directors and the members of the ARC will be included in the circular to be despatched to the C-REIT Unitholders in due course.

12. CONFIRMATION OF FINANCIAL RESOURCES

Citigroup Global Markets Singapore Pte. Ltd., being one of the C-REIT Financial Advisers in connection with the Proposed Merger and the Trust Scheme, confirms that sufficient financial resources are available to C-REIT to satisfy in full the aggregate Cash Consideration payable by the C-REIT Trustee for all the Stapled Securities to be acquired by the C-REIT Trustee pursuant to the Trust Scheme.

13. SCHEME DOCUMENT

The Scheme Document containing full details of the Trust Scheme (including the recommendation of the H-Trust Independent Directors along with the H-Trust IFA Letter) and giving notice of the Extraordinary General Meeting to approve the Trust Deeds Amendments and the Trust Scheme Meeting to approve the Trust Scheme will be despatched to the Stapled Securityholders in due course.

Stapled Securityholders are advised to refrain from taking any action in relation to their Stapled Securities which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations of the H-Trust Independent Directors on the Trust Scheme as well as the advice of the H-Trust IFA set out in the Scheme Document.

Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

14. DISCLOSURE OF INTERESTS

14.1 H-Trust Managers

As at the Joint Announcement Date, based on the latest information available to the H-Trust Managers, the interests in Stapled Securities held by the directors of the H-Trust Managers are set out below:

Directors	Direct Interest		Deemed Interest	
	No. of Stapled Securities	per cent. ⁽¹⁾	No. of Stapled Securities	per cent. ⁽¹⁾
Mr Lee Yi Shyan	10,700	n.m. ⁽²⁾	-	-

Directors	Direct Interest		Deemed Interest	
	No. of Stapled Securities	per cent. ⁽¹⁾	No. of Stapled Securities	per cent. ⁽¹⁾
Mr Sanjiv Misra	532,000	0.03	-	-
Mr Liu Chee Ming	532,000	0.03	-	-
Professor Neo Boon Siong	-	-	-	-
Mr Ong Kian Min	-	-	-	-
Mr Christopher James Williams	-	-	478,800 ⁽³⁾	0.03

Notes:

- (1) All references to percentage stapled securityholding of the issued Stapled Securities in paragraph 14.1 of this Joint Announcement are based on the total issued Stapled Securities as at the Joint Announcement Date, being 1,829,779,587 Stapled Securities in issue.
- (2) Not meaningful.
- (3) Mr Christopher James Williams is deemed to be interested in the 478,800 Stapled Securities held by Idaman Investments Ltd, which is wholly-owned by a trust of which the beneficiaries include his wife and two children.

Save as disclosed in this Joint Announcement, no director of the H-Trust Managers or controlling Stapled Securityholder has any interest in the Trust Scheme (other than by reason only of being a director of the H-Trust Managers or a Stapled Securityholder).

14.2 Offeror

14.2.1 Holdings: Save as disclosed in paragraphs 14.2.2 and 14.2.3 below, as at the Joint Announcement Date, based on the latest information available to the C-REIT Manager, none of (I) the C-REIT Manager, (II) the directors of the C-REIT Manager, (III) the C-REIT Trustee (in its capacity as trustee of C-REIT), (IV) OUE, (V) the directors of OUE, and/or (VI) the C-REIT Financial Advisers (each, a “**Relevant Person**” and collectively, the “**Relevant Persons**”) owns, controls or has agreed to acquire any:

- (i) (a) Stapled Securities; (b) securities which carry voting rights in H-Trust; and (c) convertible securities, warrants, options or derivatives in respect of such Stapled Securities or securities which carry voting rights in H-Trust (collectively, the “**H-Trust Securities**”); or
- (ii) (a) C-REIT Units; (b) securities which carry voting rights in C-REIT; and (c) convertible securities, warrants, options or derivatives in respect of such C-REIT Units or securities which carry voting rights in C-REIT.

14.2.2 Holdings of C-REIT Units: As at the Joint Announcement Date, based on the latest information available to the C-REIT Manager, the interests in C-REIT Units held by the Relevant Persons are set out below:

Name of Relevant Person	Direct Interest		Deemed Interest	
	No. of C-REIT Units	per cent. ⁽¹⁾	No. of C-REIT Units	per cent. ⁽¹⁾
OUE Limited	-	-	1,608,354,367 ⁽²⁾	56.20
OUE Commercial REIT Management Pte. Ltd.	136,753,096	4.78	-	-
Mr Christopher James Williams ⁽³⁾	-	-	331,687	0.01
Mr Loh Lian Huat ⁽⁴⁾	995,000	0.03	332,260 ⁽⁶⁾	0.01
Ms Tan Shu Lin ⁽⁴⁾	663,375	0.02	-	-
Dr Stephen Riady ⁽⁵⁾	-	-	1,611,630,799 ⁽⁷⁾	56.32
Mr Thio Gim Hock ⁽⁵⁾	6,749,040	0.24	-	-
Mr Kin Chan ⁽⁵⁾	-	-	1,608,354,367 ⁽⁸⁾	56.20

Notes:

- (1) All references to percentage units of the issued C-REIT Units in paragraph 14.2.2 of this Joint Announcement are based on the total issued C-REIT Units as at the Joint Announcement Date, being 2,861,589,059 C-REIT Units in issue.
- (2) OUE is the holding company of the C-REIT Manager and Clifford Development Pte. Ltd., which holds a direct interest in C-REIT Units, and has a deemed interest in the C-REIT Units held by the C-REIT Manager and Clifford Development Pte. Ltd..
- (3) Mr Christopher James Williams is a director of both the C-REIT Manager and OUE. Mr Christopher James Williams is deemed to be interested in the 331,687 C-REIT Units held by Idaman Investments Ltd, which is wholly-owned by a trust of which the beneficiaries include his wife and two children.
- (4) Director of the C-REIT Manager.
- (5) Director of OUE.
- (6) Mr Loh Lian Huat is deemed to be interested in the 332,260 C-REIT Units held by his wife.
- (7) Dr Stephen Riady holds 100 per cent. of the issued share capital of Lippo Capital Group Limited, which is the holding company of Lippo Capital Holdings Company Limited. Lippo Capital Holdings Company Limited in turn is an intermediate holding company of Pacific Landmark Holdings Limited, Hongkong Chinese Limited and Lippo Limited. Accordingly, Dr Stephen Riady is deemed to have an interest in the C-REIT Units in which Pacific Landmark Holdings Limited has a deemed interest, as well as a deemed interest in the C-REIT Units held by Hongkong Chinese Limited directly, together with a deemed interest in the C-REIT Units held by Hongkong China Treasury Limited, a subsidiary of Lippo Limited in which Lippo Limited has a deemed interest.
- (8) Mr Kin Chan is the beneficial holder of more than 20 per cent. of the issued share capital of Argyle Street Management Holdings Limited (“**ASMHL**”). Accordingly, Mr Kin Chan is deemed to have an interest in the C-REIT Units in which ASMHL has a deemed interest.

14.2.3 Holdings of Stapled Securities: As at the Joint Announcement Date, based on the latest information available to the H-Trust Managers, the interests in Stapled Securities held by the Relevant Persons are set out below:

Name of Relevant Person	Direct Interest		Deemed Interest	
	No. of Stapled Securities	per cent. ⁽¹⁾	No. of Stapled Securities	per cent. ⁽¹⁾
OUE Limited	585,775,399	32.01	89,341,587 ⁽²⁾	4.88
Mr Christopher James Williams ⁽³⁾	-	-	478,800 ⁽³⁾	0.03
Mr Loh Lian Huat ⁽⁴⁾	3,666	n.m. ⁽⁵⁾	-	-
Dr Stephen Riady ⁽⁶⁾	-	-	716,317,544 ⁽⁷⁾	39.15
Mr Thio Gim Hock ⁽⁶⁾	3,990,000	0.22	-	-
Mr Sin Boon Ann ⁽⁶⁾	-	-	399,000 ⁽⁸⁾	0.02
Mr Kin Chan ⁽⁶⁾	-	-	713,517,544 ⁽⁹⁾	38.99

Notes:

- (1) All references to percentage stapled securityholding of the issued Stapled Securities in paragraph 14.2.3 of this Joint Announcement are based on the total issued Stapled Securities as at the Joint Announcement Date, being 1,829,779,587 Stapled Securities in issue.
- (2) OUE is the holding company of the H-REIT Manager and has a deemed interest in the Stapled Securities held by the H-REIT Manager.
- (3) Mr Christopher James Williams is a director of both the C-REIT Manager and OUE. Mr Christopher James Williams is deemed to be interested in the 478,800 Stapled Securities held by Idaman Investments Ltd, which is wholly-owned by a trust of which the beneficiaries include his wife and two children.
- (4) Director of the C-REIT Manager.
- (5) Not meaningful.
- (6) Director of OUE.
- (7) Dr Stephen Riady holds 100 per cent. of the issued share capital of Lippo Capital Group Limited, which is the holding company of Lippo Capital Holdings Company Limited. Lippo Capital Holdings Company Limited in turn is an intermediate holding company of Pacific Landmark Holdings Limited and Hongkong Chinese Limited. Accordingly, Dr Stephen Riady is deemed to have an interest in the Stapled Securities in which Pacific Landmark Holdings Limited has a deemed interest, as well as a deemed interest in the Stapled Securities held by Hongkong Chinese Limited directly.
- (8) Mr Sin Boon Ann is deemed to be interested in the 399,000 Stapled Securities held by his wife.
- (9) Mr Kin Chan is the beneficial holder of more than 20 per cent. of the issued share capital of ASMHL. Accordingly, Mr Kin Chan is deemed to have an interest in the Stapled Securities in which ASMHL has a deemed interest.

14.2.4 Other Arrangements: None of the Relevant Persons has:

- (i) granted a security interest over any H-Trust Securities to another person, whether through a charge, pledge or otherwise;
- (ii) borrowed from another person any H-Trust Securities (excluding borrowed securities which have been on-lent or on-sold); or

(iii) lent to another person any H-Trust Securities.

14.2.5 Confidentiality: In the interests of confidentiality, save for the Relevant Persons, the C-REIT Manager has not made any enquiries in respect of certain other parties who are or who may be deemed to be acting in concert with it in connection with the Trust Scheme. Similarly, in the interests of confidentiality, the C-REIT Financial Advisers have not made any enquiries in respect of the other members of their respective groups. Further enquiries will be made of such persons subsequent to this Joint Announcement and the relevant disclosures will be made in due course and in the Scheme Document.

15. OVERSEAS STAPLED SECURITYHOLDERS

The applicability of the Trust Scheme to Stapled Securityholders whose addresses are outside Singapore, as shown on the Register of Stapled Securityholders of H-Trust, or as the case may be, in the records of The Central Depository (Pte) Limited (each, an “**Overseas Stapled Securityholder**”), may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Stapled Securityholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the C-REIT Manager and the H-Trust Managers reserve the right not to send such documents to the Stapled Securityholders in such overseas jurisdiction. For the avoidance of doubt, the Trust Scheme is being proposed to all the Stapled Securityholders (including the Overseas Stapled Securityholders), including those to whom the Scheme Document will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Trust Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Trust Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Stapled Securityholders who are in doubt as to their positions should consult their own professional advisers in the relevant jurisdictions.

Further details in relation to the Overseas Stapled Securityholders will be contained in the Scheme Document.

16. DOCUMENTS FOR INSPECTION

Copies of the Implementation Agreement will be made available for inspection during normal business hours at the office of the H-Trust Managers in Singapore at Mandarin Orchard Singapore, 333 Orchard Road, #33-00, Singapore 238867, from the Joint Announcement Date up until the Effective Date.

17. RESPONSIBILITY STATEMENTS

17.1 C-REIT Manager

The directors of the C-REIT Manager (including those who may have delegated detailed supervision of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Joint Announcement which relate to C-REIT and/or the C-REIT Manager (excluding information relating to H-Trust and/or the H-Trust Managers) are fair and accurate and that there are no other material facts not contained in this Joint Announcement, the omission of which would make any statement in this Joint Announcement misleading. The directors of the C-REIT Manager jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from H-Trust and/or the H-Trust Managers, the sole responsibility of the directors of the C-REIT Manager has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the C-REIT Manager do not accept any responsibility for any information relating to H-Trust and/or the H-Trust Managers or any opinion expressed by H-Trust and/or the H-Trust Managers.

17.2 H-Trust Managers

The directors of the H-Trust Managers (including those who may have delegated detailed supervision of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Joint Announcement which relate to H-Trust and/or the H-Trust Managers (excluding information relating to C-REIT and/or the C-REIT Manager) are fair and accurate and that there are no other material facts not contained in this Joint Announcement, the omission of which would make any statement in this Joint Announcement misleading. The directors of the H-Trust Managers jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from C-REIT and/or the C-REIT Manager, the sole responsibility of the directors of the H-Trust Managers has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the H-Trust Managers do not accept any responsibility for any information relating to C-REIT and/or the C-REIT Manager or any opinion expressed by C-REIT and/or the C-REIT Manager.

By Order of the Board

OUE Commercial REIT Management Pte. Ltd.

(Registration Number: 201327018E)

(as manager of OUE Commercial Real Estate Investment Trust)

By Order of the Board

OUE Hospitality REIT Management Pte. Ltd.

(Registration Number: 201310245G)

(as manager of OUE Hospitality Real Estate Investment Trust)

OUE Hospitality Trust Management Pte. Ltd.

(Registration Number: 201310246W)

(as trustee-manager of OUE Hospitality Business Trust)

8 April 2019

Any queries relating to this Joint Announcement, the Proposed Merger or the Trust Scheme should be directed to one of the following:

OUE Commercial REIT Management Pte. Ltd.

OUE Hospitality REIT Management Pte. Ltd.

OUE Hospitality Trust Management Pte. Ltd.

Citigroup Global Markets Singapore Pte. Ltd.

BofA Merrill Lynch

Tel: +65 6657 1959

Tel: +65 6678 0102

Credit Suisse (Singapore) Limited

Tel: +65 6212 2000

Oversea-Chinese Banking Corporation Limited

Tel: +65 6530 4825

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "strategy", "forecast" and similar expressions or future or conditional verbs such as "will", "would", "should", "could", "may" and "might". 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 occupancy or property rental income, changes in operating expenses (including employee wages, benefits and training costs), governmental and public policy changes and the continued availability of financing in amounts and on terms necessary to support future business. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the C-REIT Manager's and the H-Trust Managers' current view of future events, and neither the C-REIT Manager nor the H-Trust Managers undertakes any obligation to update publicly or revise any forward-looking statements.

Schedule 1 Trust Deeds Amendments

Part A: Amendments to the H-REIT Trust Deed

To insert the following provision as Clause 24A in the H-REIT Trust Deed immediately after Clause 24 of the H-REIT Trust Deed:

“24A Trust Scheme

24A.1 Definitions

For the purposes of Clause 24A:

“**Court**” means the High Court of the Republic of Singapore, or where applicable on appeal, the Court of Appeal of the Republic of Singapore;

“**Offeror**” means any corporation or body unincorporate (whether incorporated or carrying on business in Singapore or not) or real estate investment trust or business trust (whether registered or carrying on business in Singapore or not) or natural person (whether resident in Singapore or not and whether a citizen of Singapore or not) or any other entity proposing to acquire all the Units by way of a Trust Scheme;

“**Scheme Meeting**” means the general meeting(s) (or any adjourned meeting(s)) of the Holders for the purpose of, inter alia, considering and voting on the Scheme Resolutions;

“**Scheme Resolutions**” means resolutions of the Holders to approve the Trust Scheme, comprising:

- (i) a resolution passed by Holders holding in the aggregate not less than three-fourths of the voting rights of all the Holders present and voting either in person or by proxy at the Scheme Meeting to approve the amendments to this Deed to facilitate the implementation of the Trust Scheme; and/or
- (ii) a resolution passed by a majority in number of Holders representing at least three-fourths in value of the Units held by the Holders or class of Holders present and voting either in person or by proxy at the Scheme Meeting to approve the Trust Scheme; and

“**Trust Scheme**” means an arrangement under which an Offeror acquires all of the Units, which is subject to Scheme Resolutions being approved at a Scheme Meeting and by an order of the Court.

24A.2 Implementation of Trust Scheme

24A.2.1 Each Holder, the Trustee and the Manager shall do all things and execute all deeds, instruments, transfers or other documents as the Trustee and the Manager consider are necessary or desirable to execute, implement and/or to

give full effect to the terms of the Trust Scheme and the transactions contemplated by it.

24A.2.2 Without limiting the Trustee's and the Manager's other powers under this Clause 24A, each of the Trustee and/or the Manager shall have the power to do all things which it considers necessary, desirable or reasonably incidental to execute, implement and/or to give effect to the Trust Scheme and the transactions contemplated by it.

24A.2.3 A Trust Scheme, in respect of which Scheme Resolutions have been approved at a Scheme Meeting and which is approved by an order of the Court, coming into effect on its effective date in accordance with its terms, shall be binding on the Trustee and the Manager and all Holders from time to time, including those who do not attend the Scheme Meeting, those who do not vote at the Scheme Meeting, and those who vote against the Scheme Resolutions at the Scheme Meeting and to the extent of any inconsistency, overrides the other provisions of this Deed."

Part B: Amendments to the H-BT Trust Deed

To insert the following provision as Clause 22A in the H-BT Trust Deed immediately after Clause 22 of the H-BT Trust Deed:

"22A Trust Scheme

22A.1 Definitions

For the purposes of Clause 22A:

"Court" means the High Court of the Republic of Singapore, or where applicable on appeal, the Court of Appeal of the Republic of Singapore;

"Offeror" means any corporation or body unincorporate (whether incorporated or carrying on business in Singapore or not) or real estate investment trust or business trust (whether registered or carrying on business in Singapore or not) or natural person (whether resident in Singapore or not and whether a citizen of Singapore or not) or any other entity proposing to acquire all the Units by way of a Trust Scheme;

"Scheme Meeting" means the general meeting(s) (or any adjourned meeting(s)) of the Holders for the purpose of, inter alia, considering and voting on the Scheme Resolutions;

"Scheme Resolutions" means resolutions of the Holders to approve the Trust Scheme, comprising:

- (i) a resolution passed by Holders holding in the aggregate not less than three-fourths of the voting rights of all the Holders present and voting either in person or by proxy at the Scheme Meeting to approve the amendments to this Deed to facilitate the implementation of the Trust Scheme; and/or

- (ii) a resolution passed by a majority in number of Holders representing at least three-fourths in value of the Units held by the Holders or class of Holders present and voting either in person or by proxy at the Scheme Meeting to approve the Trust Scheme; and

“**Trust Scheme**” means an arrangement under which an Offeror acquires all of the Units, which is subject to Scheme Resolutions being approved at a Scheme Meeting and by an order of the Court.

22A.2 Implementation of Trust Scheme

22A.2.1 Each Holder and the Trustee-Manager shall do all things and execute all deeds, instruments, transfers or other documents as the Trustee-Manager considers are necessary or desirable to execute, implement and/or to give full effect to the terms of the Trust Scheme and the transactions contemplated by it.

22A.2.2 Without limiting the Trustee-Manager’s other powers under this Clause 22A, the Trustee-Manager shall have the power to do all things which it considers necessary, desirable or reasonably incidental to execute, implement and/or to give effect to the Trust Scheme and the transactions contemplated by it.

22A.2.3 A Trust Scheme, in respect of which Scheme Resolutions have been approved at a Scheme Meeting and which is approved by an order of the Court, coming into effect on its effective date in accordance with its terms, shall be binding on the Trustee-Manager and all Holders from time to time, including those who do not attend the Scheme Meeting, those who do not vote at the Scheme Meeting, and those who vote against the Scheme Resolutions at the Scheme Meeting and to the extent of any inconsistency, overrides the other provisions of this Deed.”

Part C: Amendments to the Stapling Deed

To amend Clause 10.2 of the Stapling Deed to reflect the deletion as indicated by the deleted text below and the addition as indicated by the underlined text below:

10.2 “Notwithstanding anything in the Listing Rules and the listing rules of any other relevant Recognised Stock Exchange, the REIT Manager and/or the Trustee-Manager may only make an application to de-list OUE H-Trust after it has been Listed if (a) the OUE H-REIT Unitholders and OUE H-BT Unitholders by a resolution passed by a vote representing ~~80%~~75% or more of the total number of votes cast for and against such a resolution at a meeting of Depositors duly convened and held in accordance with the provisions contained in Schedule 1 of the OUE H-REIT Trust Deed and the OUE H-BT Trust Deed (as the case may be), decide that OUE H-Trust is to be de-listed or (b) the OUE H-REIT Unitholders and the OUE H-BT Unitholders approve the passing of the Scheme Resolutions at the Scheme Meeting.”

To insert the following provision as Clause 10A in the Stapling Deed immediately after Clause 10 of the Stapling Deed:

“10A Trust Scheme

10A.1 Definitions

For the purposes of Clauses 10 and 10A:

“**Court**” means the High Court of the Republic of Singapore, or where applicable on appeal, the Court of Appeal of the Republic of Singapore;

“**Offeror**” means any corporation or body unincorporate (whether incorporated or carrying on business in Singapore or not) or real estate investment trust or business trust (whether registered or carrying on business in Singapore or not) or natural person (whether resident in Singapore or not and whether a citizen of Singapore or not) or any other entity proposing to acquire all the Stapled Securities by way of a Trust Scheme;

“**Scheme Meeting**” means the general meeting (or any adjourned meeting) of the Holders for the purpose of, inter alia, considering and voting on the Scheme Resolutions;

“**Scheme Resolutions**” means resolutions of the Holders to approve the Trust Scheme, comprising:

- (i) a resolution passed by Holders holding in the aggregate not less than three-fourths of the voting rights of all the Holders present and voting either in person or by proxy at the Scheme Meeting to approve the amendments to this Deed to facilitate the implementation of the Trust Scheme; and
- (ii) a resolution passed by a majority in number of Holders representing at least three-fourths in value of the Stapled Securities held by the Holders or class of Holders present and voting either in person or by proxy at the Scheme Meeting to approve the Trust Scheme; and

“**Trust Scheme**” means an arrangement under which an Offeror acquires all of the Stapled Securities, which is subject to Scheme Resolutions being approved at a Scheme Meeting and by an order of the Court.

10A.2 Implementation of Trust Scheme

10A.2.1 Each Holder, the REIT Manager, the REIT Trustee and the Trustee-Manager shall do all things and execute all deeds, instruments, transfers or other documents as the REIT Manager, the REIT Trustee and the Trustee-Manager consider are necessary or desirable to execute, implement and/or to give full effect to the terms of the Trust Scheme and the transactions contemplated by it.

10A.2.2 Without limiting the REIT Manager’s, the REIT Trustee’s and the Trustee-Manager’s other powers under this Clause 10A, each of the REIT-Manager, the REIT Trustee

and the Trustee-Manager shall have the power to do all things which they consider necessary, desirable or reasonably incidental to execute, implement and/or to give effect to the Trust Scheme and the transactions contemplated by it.

10A.2.3A Trust Scheme, in respect of which Scheme Resolutions have been approved at a Scheme Meeting and which is approved by an order of the Court, coming into effect on its effective date in accordance with its terms, shall be binding on the REIT Manager, the REIT Trustee, the Trustee-Manager and all Holders from time to time, including those who do not attend the Scheme Meeting, those who do not vote at the Scheme Meeting, and those who vote against the Scheme Resolutions at the Scheme Meeting and to the extent of any inconsistency, overrides the other provisions of this Deed.”

Schedule 2

Scheme Conditions

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the office of the H-Trust Managers from the Joint Announcement Date up to the Effective Date.

The Proposed Merger is conditional upon:

- (a) **Amendments to H-Trust Trust Deeds:** the approval by the Stapled Securityholders holding in aggregate not less than three-fourths of the total number of votes held by the Stapled Securityholders present and voting either in person or by proxy cast for and against the resolution to amend the H-Trust Trust Deeds to, among others, include provisions for the implementation of the Trust Scheme, in the form set out in **Schedule 1** or otherwise agreed in writing by the Parties, at the extraordinary meeting of the Stapled Securityholders to be convened;
- (b) **Trust Scheme:** the approval of the Trust Scheme by a majority in number of the Stapled Securityholders representing at least three-fourths in value of the Stapled Securities held by the Stapled Securityholders present and voting either in person or by proxy at the Trust Scheme Meeting in compliance with the Trust Deeds Amendments;
- (c) **Court Approval for the Scheme:** the grant of the Trust Scheme Court Order by the Court;
- (d) **Regulatory Approvals:** the following Regulatory Approvals being obtained prior to the order from the Court to convene the Trust Scheme Meeting, and such approvals not being revoked or withdrawn on or before the Relevant Date:
 - (i) confirmation from IRAS that stamp duty is not chargeable on the transfer of Stapled Securities held by the Stapled Securityholders to the C-REIT Trustee and a tax ruling from IRAS that H-REIT will be an approved sub-trust and enjoy tax transparency;
 - (ii) confirmations from the MAS:
 - (A) that in the event the Proposed Merger is implemented, the MAS would have no objection to the withdrawal of the authorisation of H-REIT as an authorised collective investment scheme, and that H-REIT as a private sub-trust would no longer be subject to the requirements governing collective investment schemes; and
 - (B) that in the event the authorisation of H-REIT as an authorised collective investment scheme is withdrawn, the MAS would have no objections to granting H-REIT an exemption from Section 295(2) of the SFA;
 - (iii) confirmations from the SIC that:

- (A) Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Takeover Code do not apply to the Trust Scheme, subject to any conditions that the SIC may deem fit to impose; and
- (B) it has no objections to the Scheme Conditions;
- (iv) the approval-in-principle from the SGX-ST of the Trust Scheme, the Trust Scheme Document and for the proposed delisting of H-Trust from the SGX-ST after the Trust Scheme becomes effective and binding in accordance with its terms; and
- (v) the approval-in-principle from the SGX-ST for the listing and quotation for the Consideration Units on the Main Board of the SGX-ST;
- (e) **Approval from C-REIT Unitholders:** approval of the C-REIT Unitholders for the Proposed Merger, the issue of Consideration Units as consideration for the Proposed Merger and such other resolutions as may be necessary to give effect to and implement the Proposed Merger and Trust Scheme;
- (f) **Authorisations and Consents:** in addition to the approvals aforementioned in paragraph (d) above, the receipt of all authorisations, consents, clearances, permissions and approvals as are necessary or required by any and all Parties under any and all applicable laws, from all Governmental Agencies and Third Parties, for or in respect of the implementation of the Trust Scheme and the transactions contemplated under the Implementation Agreement;
- (g) **No Legal or Regulatory Restraint:** between the date of the Implementation Agreement and up to the Relevant Date, no issuance of any order, injunction, judgment, decree or ruling issued by any Governmental Agencies or by any court of competent jurisdiction preventing the consummation of the Proposed Merger or the implementation of the Trust Scheme, being in effect as at the Relevant Date;
- (h) **No Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Relevant Date, no Prescribed Occurrence in relation to the C-REIT Group Entities and/or H-Trust Group Entities (as the case may be) occurs other than as required or contemplated by the Implementation Agreement, the Trust Scheme or the Proposed Merger;
- (i) **H-Trust Representations, Warranties and Covenants.**
 - (i) there being no breach of the representations and warranties of the H-REIT Trustee and the H-Trust Managers set out in the Implementation Agreement which are material in the context of the Trust Scheme as at the date of the Implementation Agreement and as at the Relevant Date (as though made on and as at that date), except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date); and
 - (ii) the H-REIT Trustee and the H-Trust Managers shall have, as at the Relevant Date, performed and complied with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with

by them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme;

(j) C-REIT Representations, Warranties and Covenants.

- (i) there being no breach of the representations and warranties of the C-REIT Trustee and the C-REIT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme as at the date of the Implementation Agreement and as at the Relevant Date (as though made on and as at that date), except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date); and
- (ii) the C-REIT Trustee and the C-REIT Manager shall have, as at the Relevant Date, performed and complied with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme;

(k) Material Adverse Event: there being no event or events, whether individually or in aggregate, occurring from the date of the Implementation Agreement and up to the Relevant Date, which has or have the effect of causing a diminution:

- (i) in relation to the C-REIT Group, in the consolidated net tangible assets of the C-REIT Group by more than 10 per cent. as compared to the consolidated net tangible assets of S\$2,013.6 million as at 31 December 2018 as stated in the C-REIT FY2018 Financial Statements; and
- (ii) in relation to the H-Trust Group, in the consolidated net tangible assets of the H-Trust Group by more than 10 per cent. as compared to the consolidated net tangible assets of S\$1,372.1 million as at 31 December 2018 as stated in the H-Trust FY2018 Financial Statements.

Schedule 3 Prescribed Occurrences

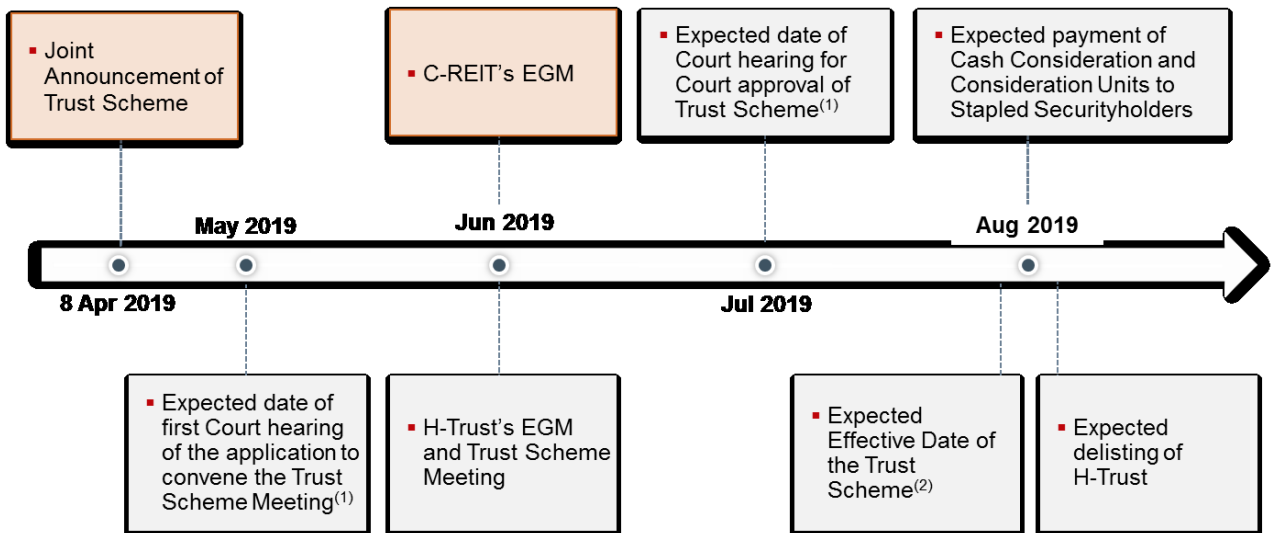
All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the office of the H-Trust Managers from the Joint Announcement Date up to the Effective Date.

For the purpose of the Implementation Agreement, “**Prescribed Occurrence**”, in relation to H-Trust and each H-Trust Group Entity, and in relation to C-REIT and each C-REIT Group Entity, as the case may be, means any of the following:

- (a) **Conversion of Stapled Securities or C-REIT Units:** converting all or any of Stapled Securities or C-REIT Units into a larger or smaller number of Stapled Securities or C-REIT Units as the case may be;
- (b) **Securities Buy-back:** H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) entering into a securities buy-back agreement or resolving to approve the terms of a securities buy-back agreement under the relevant securities legislation;
- (c) **Issuance of Stapled Securities or C-REIT Units:** H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) issuing, or granting an option to subscribe for, any Stapled Securities or C-REIT Units or securities convertible into Stapled Securities or C-REIT Units or agreeing to issue or to grant such an option or convertible security (except for any issuance of (i) C-REIT Units to the C-REIT Manager as payment of management fees as consistent with its usual policy of electing to receive C-REIT Units; and (ii) Stapled Securities to the H-REIT Manager as payment of management fees as consistent with its usual policy of electing to receive Stapled Securities);
- (d) **Issuance of Debt Securities:** H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) issuing, or agreeing to issue, convertible notes or other debt securities;
- (e) **Amendment of Trust Deeds:** the H-Trust Managers or the C-REIT Manager making any amendment to the H-Trust Trust Deeds (save for the Trust Deeds Amendments) and/or the C-REIT Trust Deed respectively;
- (f) **Distributions:** declaring, making or paying any distribution to Stapled Securityholders or C-REIT Unitholders (as the case may be), except for any distribution which has been declared or which H-Trust or C-REIT (as the case may be) is under a contractual obligation to pay but has not been paid prior to the date of the Implementation Agreement, and save for the H-Trust Permitted Distributions or the C-REIT Permitted Distributions (as the case may be);
- (g) **Injunctions:** an injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Trust Scheme or the Proposed Merger or any part thereof by H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity);

- (h) **Resolution for Winding Up:** resolving that H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) be wound up;
- (i) **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager and/or provisional judicial manager of H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity);
- (j) **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity);
- (k) **Composition:** entering into any arrangement or general assignment or composition for the benefit of the creditors generally of H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity);
- (l) **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity);
- (m) **Insolvency:** H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) becoming or being deemed by law or a court of competent jurisdiction to be insolvent, or stops or suspends or defaults on or threatens to stop or suspend or default on, payment of its debts;
- (n) **Cessation of Business:** H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) ceases or threatens to cease for any reason to carry on business in the ordinary and usual course;
- (o) **Investigations and Proceedings:** if H-Trust (or any H-Trust Group Entity) or C-REIT (or any C-REIT Group Entity) or H-REIT Manager, H-BT Trustee-Manager or C-REIT Manager or any of their respective directors or employees is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding;
- (p) **Suspension or Delisting from the SGX-ST:** if H-Trust or C-REIT is suspended by the SGX-ST or removed from the Main Board of the SGX-ST; or
- (q) **Analogous Event:** any event occurs which, under the laws of any applicable jurisdiction, has an analogous or equivalent effect to any of the foregoing events.

Schedule 4 Indicative Timeline



The timeline above is indicative only and subject to change. Please refer to future SGXNET announcement(s) by the C-REIT Manager and/or the H-Trust Managers for the exact dates of these events.

Notes:

- (1) The dates of the Court hearings of the application to (i) convene the Trust Scheme Meeting and (ii) approve the Trust Scheme will depend on the dates that are allocated by the Court.
- (2) The Trust Scheme will become effective upon the lodgement of the order of the Trust Scheme Court Order with the MAS or the notification to the MAS of the grant of the Trust Scheme Court Order, as the case may be, which shall be effected by the C-REIT Trustee within 10 Business Days from the date the last Scheme Condition set out in paragraphs (a), (b), (c), (d), (e) and (f) of Schedule 2 to this Joint Announcement is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement.