

deduct the appropriate amount of Tax from the Distribution Amount due to that Holder.

11.10.2 On a distribution having been made, the Trustee shall, where necessary, issue to each Holder a tax distribution voucher prepared by the Manager in a form approved by the Trustee and the IRAS. In the case of any distribution made or on termination of the Trust, each tax distribution voucher shall show what proportion of the distribution represents capital, what proportion represents income exempt from Singapore income tax or income subject to Singapore income tax and what proportion represents the portion of any tax payable by the Trustee on income and gains attributable to the Holders.

11.10.3 Following any Fiscal Year in which a distribution has been made, the Trustee shall furnish and/or make available to each Holder that is a United States person required tax information prepared by the Manager, which sets forth each United States person's and/or Unit's share of the Trust's income, gain, loss and deduction for the preceding taxable year.

11.10.4 Tax Compliance: For the avoidance of doubt, the Manager is responsible for ensuring that the Trust complies with all taxation matters applicable to it, including but not limited to entering into a withholding foreign partnership agreement between the Trust and the U.S. Internal Revenue Service pursuant to Section 1.1441-5(c)(2)(ii) of the U.S. Treasury Regulation and Rev. Proc. 2017-21, as modified and/or superseded, the requirements of the United States Foreign Account Tax Compliance Act, the general U.S. tax withholding and reporting requirements, the Standard for Automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development and the matters specified in Clauses 11.10.4 and 21.4, and the Manager shall (or shall instruct the Trustee to) tend to any registrations, notifications, filings or other reporting requirements imposed as a consequence of the foregoing.

11.11 Categories and Sources of Income

11.11.1 For any category or source of income the Manager may keep separate accounts and allocate the income from any category or source to any Holder.

11.11.2 The Manager may cause the distribution of any amount recorded in an account or record kept pursuant to Clause 11.11.1 before the distribution of any other amount.

11.12 Distribution Policy

The Manager and the Trustee acknowledge that subject to Clause 11.1, the Trust's distribution policy on and after the Listing Date is to distribute as much of its income as practicable.

11.13 Distribution Reinvestment Arrangements

The Manager may advise Holders, from time to time in writing that Holders, may, on terms as permitted by the Property Funds Appendix, the Listing Rules or the listing rules of the relevant Recognised Stock Exchange and all other Relevant Laws, Regulations and Guidelines and as specified in the notice, participate in an arrangement under which Holders may request that all or a proportion of specified distributions due to them be applied to the issue of further Units PROVIDED THAT the Issue Price for any such Units to be issued shall be the Issue Price determined in accordance with Clause 5.3 if the Units are Listed and Clause 5.4 if the Units are Unlisted. The Units so issued shall be deemed to be purchased by such Holders. The Manager shall be entitled to amend the terms of any such distribution reinvestment arrangements from time to time by notice in writing to Holders. In the event that the Trust is part of a Stapled Group, the terms of any distribution reinvestment arrangements shall be agreed between the Manager and the other entities in the Stapled Group or responsible entities of such entities in the Stapled Group.

11.14 Capitalisation of Undistributed Distribution Amount

Prior to the Listing Date, the Manager, with the agreement of all Holders, may elect not to distribute in accordance with Clause 11.5 and in lieu of such distribution capitalise the undistributed Distribution Amount.

11.15 Distribution of Capital and Unrealised Gains

Subject to the Relevant Laws, Regulations and Guidelines, the Manager may with the consent of the Trustee (which consent shall not be unreasonably withheld) cause the distribution of:

- 11.15.1 an amount which represents part of the capital of the Trust and which the Manager reasonably determines to be in excess of the financial needs of the Trust; or
- 11.15.2 an amount which represents part or all the realised gains on disposal of shares held by the Trust in its subsidiaries; or
- 11.15.3 an amount which represents part or all of the unrealised gains (including any revaluation gains) due to the increase in the capital value of the Real Estate held by the Trust; or
- 11.15.4 any other amount which the Manager deems appropriate.

12. Place and Conditions of Payment

12.1 Place and Conditions of Payment

Any moneys payable by the Trustee to any Holder on the relevant Record Date under the provisions of this Deed shall be paid in the case of Holders who do not hold their Units jointly with any other person, by cheque or warrant (if applicable) sent through the post to the registered address of such Holder or, in the case of Joint Holders, to the registered address of the Joint Holder who is first named in the Register or to the registered address of

any other of the Joint Holders as may be authorised by all of them. Every such cheque or warrant shall be made payable to the order of the person to whom it is delivered or sent and payment of the cheque or warrant by the banker upon whom it is drawn shall be a satisfaction of the moneys payable and shall be a good discharge to the Trustee. Where the Trustee receives the necessary authority in such form as the Trustee shall consider sufficient, the Trustee shall pay the amount due to any Holder to his bankers or other agent and the receipt of such an amount by such bankers or other agent shall be a good discharge therefor. Any moneys payable by the Trustee to any Depositor appearing in the Depository Register on the relevant Record Date under the provisions of this Deed shall be paid, in the case of such Depositor's Units or (in the event that the Trust is part of a Stapled Group) Stapled Securities credited into a Securities Account, by transferring such moneys into the Depository's bank account (as notified to the Manager and the Trustee) and by the Trustee causing the Depository to make payment thereof to such Depositor by cheque sent through the post to the address of such Depositor on record with the Depository or, in the case of Joint Depositors, to the registered address of the Joint Depositors on record with the Depository or by any other form as may be agreed between the Manager and the Depository. Payment of the moneys by the Trustee to the Depository shall be a satisfaction of the moneys payable to the relevant Depositor and shall be a good discharge to the Trustee. Any charges payable to the Depository for the distribution of moneys to Depositors under this Deed shall be borne out of the Deposited Property.

No amount payable to any Holder or Depositor shall bear interest.

12.2 Deductions

Before any payment is made to a Holder, there shall be deducted such amounts as any law of Singapore or any law of any other country in which such payment is made may require or allow in respect of any income or other taxes, charges or assessments whatsoever and there may also be deducted the amount of any stamp duties or other government taxes or charges payable by the Manager or (as the case may be) the Trustee for which the Manager or (as the case may be) the Trustee may be made liable in respect of or in connection therewith.

There may also be deducted from such payment the amount of any stamp duties or other governmental taxes or charges payable by the Manager or, as the case may be, the Trustee or for which either of them may be made liable in respect of such payment or any documents signed by it in connection therewith.

Neither the Manager nor the Trustee shall be liable to account to a Holder for any payment made or suffered to be made by the Manager or (as the case may be) the Trustee in good faith and in the absence of fraud, gross negligence, wilful default, a breach of this Deed or a breach of trust (in the case of the Trustee) to any duly empowered fiscal authority of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under this Deed notwithstanding that any such payments ought not to be, or need not have been, made or suffered to be made.

12.3 Receipt of Holders

The receipt of the Holder or (as the case may be) the Depository on behalf of the Depositors, for any amounts payable in respect of Units or (in the event that the Trust is part of a Stapled Group) Stapled Securities, shall be a good discharge to the Manager or (as the case may be) the Trustee and if several persons are registered as Joint Holders or, in consequence of the death of a Holder, are entitled to be so registered, any one of them may give effectual receipts for any such amounts.

12.4 Unclaimed Moneys

12.4.1 Any moneys payable to a Holder under this Deed which remain unclaimed after a period of 12 months shall be accumulated in a special account (the “**Unclaimed Moneys Account**”) from which the Trustee may, from time to time, make payments to a Holder claiming any such moneys.

12.4.2 Subject to Clause 26, the Trustee shall cause such sums which represent moneys remaining in the Unclaimed Moneys Account for five years after the date for payment of such moneys into the Unclaimed Moneys Account and interest, if any, earned thereon to be paid into the courts of Singapore and all and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the moneys payable to the relevant Holder PROVIDED THAT if the said moneys are insufficient to meet the payment of all such fees, costs and expenses, the Trustee shall be entitled to have recourse to the Deposited Property for such payment.

12.4.3 Clauses 12.4.1 and 12.4.2 shall not apply to moneys payable to a Holder which remain unclaimed where the Trust is Listed and to the extent that such unclaimed moneys are held by the Depository. Subject to Clause 26, the Trustee shall cause such sums which are returned by the Depository to the Trustee (and which have remained unclaimed by a Holder for a period of six years after the time when such moneys became payable to such Holder) to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the moneys payable to the relevant Holder PROVIDED THAT if the said moneys are insufficient to meet the payment of all such fees, costs and expenses, the Trustee shall be entitled to have recourse to the Deposited Property for such payment.

13. Voting Rights in Respect of the Deposited Property

13.1 Manager’s Right to Determine How Voting Rights are Exercised

Except as otherwise expressly provided and subject to Clause 10.4 relating to Special Purpose Vehicles and Treasury Companies owned by the Trustee, all rights of voting conferred by any of the Deposited Property shall be exercised in such manner as the Manager may in writing direct and the Manager may refrain at its own discretion from the exercise of any voting rights and no Holder shall have any right to interfere or complain.

The Trustee shall, upon written request by and at the expense of the Manager from time to

time, execute and deliver or cause to be executed or delivered to the Manager or its nominees such powers of attorney or proxies as the Manager may reasonably require, in such name or names as the Manager may request, authorising such attorneys and proxies to vote, consent or otherwise act in respect of all or any part of the Deposited Property.

The Manager shall be entitled to exercise the said rights in what the Manager may consider to be the best interests of the Holders, but neither the Manager nor the Trustee shall be under any liability or responsibility in respect of the management of the Investment in question nor in respect of any vote, action or consent given or taken or not given or not taken by the Manager whether in person or by proxy, and neither the Trustee nor the Manager nor the holder of any such proxy or power of attorney shall incur any liability or responsibility by reason of any error of law or mistake of fact or any matter or thing done or omitted to be done or approval voted or given or withheld by the Trustee or the Manager or by the holder of such proxy or power of attorney under this Deed; and the Trustee shall be under no obligation to anyone and shall not incur any liability with respect to any action taken or caused to be taken or omitted to be taken by the Manager or by any such proxy or attorney.

The Manager shall in respect of its having exercised or not having exercised any such right of voting, action or consent keep a written record of such exercise or non-exercise and shall at all reasonable times during Business Hours give the Trustee and any Holder reasonable access to such record and allow the Trustee and any Holder to inspect such record but neither the Trustee nor any Holder shall be entitled to remove the same or to make any entries therein or alterations thereto, PROVIDED ALWAYS THAT if such record is kept on magnetic tape or in accordance with some other mechanical or electrical system the provisions of this Clause 13.1 may be satisfied by the production of legible evidence of the contents of such record.

13.2 Construction of Voting Rights

The phrase “**rights of voting**” or the word “**vote**” used in this Clause 13 shall be deemed to include not only a vote at a meeting but any consent to or approval of any arrangement, scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the Deposited Property and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.

14. Interest upon Deposited Cash

Where any Cash forming part of the Deposited Property or the Distribution Amount is transferred to a deposit account with any Associate of the Manager or the Trustee (being a Banker), such person shall pay interest thereon on terms no less beneficial to the Trust than those which would have been applicable in accordance with normal banking practice to such deposit on the same day effected or granted by any person other than any such Associate of the Manager or the Trustee. Any interest accruing to such deposits shall be treated as part of the Deposited Property. Subject to the foregoing, such Associate of the Manager or the Trustee shall be entitled to retain for its own use any benefit it may derive from any Cash for the time being in its hands (whether on current or deposit account).

15. Remuneration of Trustee and Manager

15.1 Management Fee

15.1.1 Base Fee

- (i) The Manager shall be entitled to receive for its own account out of the Deposited Property the Base Fee, being a fee not exceeding the rate of 10.0% per annum (or such lower percentage as may be determined by the Manager in its absolute discretion) of the Annual Distributable Income (for the purposes of this Clause 15.1.1, the “permitted limit”) (the “Base Fee”).
- (ii) The Manager shall be entitled to alter the rate of the Base Fee to some percentage smaller than the prevailing rate by notice to the Trustee in writing and shall also be entitled to alter such rate to some percentage higher than the prevailing rate (but within the permitted limit) by giving written notice of any such alteration to all Holders, the Trustee and the Depository (in respect of the Depositors) of not less than three months prior to the date of effect thereof. Any increase in the rate of the Base Fee above the permitted limit or any change in the structure of the Base Fee shall be approved by an Extraordinary Resolution of a meeting of Holders, duly convened and held in accordance with the provisions of Schedule 1.
- (iii) The Base Fee shall accrue on each day of each calendar quarter, or such other period as may be agreed between the Manager and the Trustee, in respect of the period up to and including the last day of that calendar quarter, or such other period as may be agreed between the Manager and the Trustee. The amount accruing on each day of each calendar quarter, or such other period as may be agreed between the Manager and the Trustee, shall be a sum equal to the appropriate percentage of the Annual Distributable Income on the last day of the calendar quarter, or such other period as may be agreed between the Manager and the Trustee, multiplied by the number of days in the relevant period and divided by 365 or as the case may be, 366 in the case of a leap year. The “appropriate percentage” shall be the rate of Base Fee applicable on the relevant day.
- (iv) Unless the Trust is part of a Stapled Group, the Base Fee shall be paid to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager’s subsidiaries) in the form of Cash and/or Units (as the Manager may elect prior to the relevant calendar quarter) out of the Deposited Property, subject to and in accordance with Clause 15.1.3 and Clause 15.1.4.
- (v) Where the Trust is part of a Stapled Group, the Base Fee shall be paid to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager’s subsidiaries) in the form of Cash and/or Stapled Securities (as the Manager may elect prior to

the relevant calendar quarter) out of the Deposited Property, subject to and in accordance with Clause 15.1.3 and Clause 15.1.4.

- (vi) The amount of the Base Fee payable to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) shall be exclusive of all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed thereon by the relevant authorities in Singapore or elsewhere. For the avoidance of doubt, the Trust shall bear all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on the Base Fee by the relevant authorities in Singapore or elsewhere.

15.1.2 Performance Fee

- (i) The Manager shall be entitled to receive for its own account out of the Deposited Property the Performance Fee, being a fee equal to a rate of 25.0% per annum of the difference in DPU or DPS (in the event the Trust is part of a Stapled Group) in a financial year with the DPU or DPS (as the case may be) in the preceding financial year (calculated before accounting for the Performance Fee in each financial year) multiplied by the weighted average number of Units or Stapled Securities (in the event the Trust is part of a Stapled Group) in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2) (for the purposes of this Clause 15.1.2, the "**permitted limit**") (the "**Performance Fee**"). The Manager, in its absolute discretion, shall be entitled to elect to receive a lower amount of the Performance Fee.
- (ii) The Performance Fee is payable if the DPU or DPS (in the event the Trust is part of a Stapled Group) in respect of any Financial Year exceeds the DPU or DPS (as the case may be) in the preceding Financial Year, notwithstanding that the DPU or DPS (as the case may be) in such relevant financial year may be less than the DPU or DPS (as the case may be) in the financial year prior to the preceding financial year.
- (iii) Where the Trust is part of a Stapled Group, for the purpose of the computation of the Performance Fee only, the DPS shall be calculated based on all income of the Trust and EH-BT arising from the operations of the Trust and EH-BT, such as, but not limited to, rentals, interest, dividends, and other similar payments or income arising from the Authorised Investments of the Trust and EH-BT but shall exclude any one-off income of the Trust and EH-BT arising from any sale or disposal of (i) any Real Estate (whether directly or indirectly through one or more Special Purpose Vehicles) or any part thereof, and (ii) any Investments forming part of the Deposited Property or any part thereof.
- (iv) For each of the Financial Years ending 31 December 2019 and 31

December 2020, the difference in DPU or DPS (in the event the Trust is part of a Stapled Group) shall be the difference in actual DPU or DPS (as the case may be) in such Financial Year with the projected DPU or DPS (as the case may be) as set out in the Profit Forecast and Profit Projections section of the Prospectus.

- (v) The Manager shall be entitled to alter the rate of the Performance Fee to some percentage smaller than the prevailing rate by notice to the Trustee and shall also be entitled to alter such rate to some percentage higher than the prevailing rate (but within the permitted limit) by giving written notice of any such alteration to all Holders, the Trustee and the Depository (in respect of the Depositors) of not less than three months prior to the date of effect thereof.
- (vi) Any increase in the rate of Performance Fee above the permitted limit or any change in the structure of the Performance Fee shall be approved by an Extraordinary Resolution of a meeting of Holders duly convened and held in accordance with the provisions of Schedule 1.
- (vii) Unless the Trust is part of a Stapled Group, the Performance Fee shall be paid to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) in the form of Cash and/or Units (as the Manager may elect prior to the relevant Financial Year) out of the Deposited Property, subject to and in accordance with Clause 15.1.3 and Clause 15.1.4.
- (viii) Where the Trust is part of a Stapled Group, the Performance Fee shall be paid to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) in the form of Cash and/or Stapled Securities (as the Manager may elect prior to the relevant Financial Year) out of the Deposited Property, subject to and in accordance with Clause 15.1.3 and Clause 15.1.4.
- (ix) The amount of the Performance Fee (if any) payable to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) shall be exclusive of all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed thereon by the relevant authorities in Singapore or elsewhere. For the avoidance of doubt, the Trust or (as the case may be) the relevant Special Purpose Vehicle shall bear all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on the Performance Fee by the relevant authorities in Singapore or elsewhere.

15.1.3 Payment of Management Fee by Special Purpose Vehicle

If relevant, the Manager may, at its discretion, procure the entry into by the Manager

and the Trustee of a written agreement with the Special Purpose Vehicles owned or to be owned by the Trust to provide, *inter alia*, for the payment of any part or component of the Management Fee to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) by each relevant Special Purpose Vehicle. The Manager shall, pursuant to such agreement, (in the case of the Base Fee) at the end of each calendar quarter (or such other period as may be agreed between the Manager and the Trustee), or (in the case of the Performance Fee) at the end of each Financial Year compute such fee for that period based on unaudited management accounts of the relevant Special Purpose Vehicle and submit an invoice with such computation of such fee to the Trustee or to such Special Purpose Vehicle (with a copy to the Trustee), within 14 days of the last day of that period for payment within 14 days of receipt of the invoice. All such payments of such fee by the Special Purpose Vehicles made to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) shall be reconciled with the audited accounts for the relevant Financial Year relating to the relevant Special Purpose Vehicle within 14 days of the completion of the audited accounts (or such other period as may be agreed between the Manager and the Trustee) and any balance of such fee due and payable to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) or any refund due from the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries), respectively, shall be paid by the relevant Special Purpose Vehicle or (if the Real Estate is owned by the Trust) the Trust or (as the case may be) the Manager within 14 days after completion of the said audited accounts for that Financial Year (or such other period as may be agreed between the Manager and the Trustee).

15.1.4 Form and Time of Payment of Management Fee

- (i) Subject to the Relevant Laws, Regulations and Guidelines, the Management Fees shall be payable in cash or, at the election of the Manager, in Units (or Stapled Securities, where the Trust is part of a Stapled Group), or a combination both, such election to be made by the delivery of a notice in writing prior to each payment of the Management Fees, and irrevocable once made. Where the Base Fee and/or the Performance Fee is payable in the form of Units or Stapled Securities (where the Trust is part of a Stapled Group), such payment shall be made within 30 days of the last day of every calendar quarter (in relation to the Base Fee) and every Financial Year (in relation to the Performance Fee), or such longer period as the Manager may determine in the event that the Base Fee and/or Performance Fee cannot be computed within 30 days of the last day of the relevant period, in arrears. If the Manager elects to receive any part of the Management Fees in the form of Units or Stapled Securities, it shall make an announcement on the SGXNET within five Business Days after the delivery of its written notice.

- (ii) Subject to Clause 15.1.3, where the Base Fee is payable in the form of Cash, such payment shall be made out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles) within 30 days of the last day of every calendar month (or such longer period as the Manager may determine in the event that the Base Fee cannot be computed within 30 days of the last day of the relevant period) in arrears and in the event that Cash is not available out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles) to make the whole or part of such payment, then payment of such Base Fee due and payable to the Manager shall be deferred to the next calendar month when Cash is available out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles).

- (iii) The Base Fee for every calendar month shall be computed based on the management accounts of the Trust (or as the case may be the relevant Special Purpose Vehicles in accordance with Clause 15.6) for the relevant calendar month. The Base Fee shall be adjusted based on the management accounts of the Trust (or as the case may be the relevant Special Purpose Vehicles in accordance with Clause 15.6) reviewed by the Auditors for such period to be determined by the Manager and shall be adjusted by the amount by which the total Base Fee for that relevant period's management accounts exceeds the total payments that have been made for that relevant period. Should the total payments that have been made for the relevant period exceed the total amount of Base Fee that should have been paid based on the relevant period's management accounts, the Manager shall refund the excess to the Trust (or as the case may be the relevant Special Purpose Vehicles) as soon as reasonably practicable. For the avoidance of doubt, any refund due from and payable by the Manager shall be made in the form of cash regardless of whether or not the Base Fee was originally received by the Manager in the form of Units or cash.

- (iv) Subject to Clause 15.1.3, where the Performance Fee is payable in the form of Cash, such payment shall be made out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles) within 30 days of the last day of every Financial Year (or such longer period as the Manager may determine in the event that the Performance Fee cannot be computed within 30 days of the last day of the Financial Year) in arrears and in the event that Cash is not available out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles) to make the whole or part of such payment, then payment of such Performance Fee due and payable to the Manager shall be deferred to the next calendar month when Cash is available out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles). The Performance Fee for the relevant Financial Year shall be computed (subject to adjustments in certain cases as set out in Schedule 2) and paid based on the annual management accounts of the Trust (or as the case may be the relevant Special Purpose

Vehicles in accordance with Clause 15.6) reviewed by the Auditors.

- (v) When the Base Fee and/or the Performance Fee is paid in the form of Units or Stapled Securities, if the Trust or (as the case may be) the Stapled Group is Listed, the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) shall be entitled to receive such number of Units or Stapled Securities as may be purchased with the Base Fee and/or the Performance Fee (as the case may be) attributable to the relevant period at an Issue Price equal to the Market Price. For this purpose, "**Market Price**" means the volume weighted average traded price for a Unit or a Stapled Security for all trades on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange in the ordinary course of trading on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange for the last ten Business Days immediately preceding the end of the relevant financial period in which such Base Fee and/or Performance Fee accrues, or if the Manager believes that the foregoing calculation does not provide a fair reflection of the Market Price of a Unit or a Stapled Security, means an amount as determined by the Manager (after consultation with a Stockbroker approved by the Trustee), and as approved by the Trustee, as being the fair Market Price. If the Trust or (as the case may be) the Stapled Group is unlisted, the Manager shall be entitled to receive such number of Units or Stapled Securities as may be purchased with the Base Fee and/or the Performance Fee (as the case may be) attributable to the relevant period at an Issue Price equal to the Current Unit Value or (as the case may be) the Current Stapled Security Value.
- (vi) In the event that payment of the Base Fee and/or the Performance Fee (as the case may be) is to be made in the form of Units or Stapled Securities and Holders' prior approval is required but is not obtained at the Holders' meeting to permit such issue of Units or (as the case may be) such issue of Units as part of the Stapled Securities to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries), then the payment to the Manager for the Management Fee shall be made in the form of Cash.

15.1.5 All Units or Stapled Securities issued to the Manager under Clause 15.1 shall be credited as fully paid and rank *pari passu* with other Units or Stapled Securities of the same class and the Manager, or any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries), shall be entitled to all the rights attached to any Units or Stapled Securities issued to it under this Clause 15.1 as any other Holder of Units or Stapled Securities.

15.2 Acquisition Fee and Divestment Fee

15.2.1 The Manager is also entitled to receive for its own account out of the Deposited Property:

- (i) an acquisition fee (“**Acquisition Fee**”) at the rate of 0.75% for acquisitions from Related Parties and 1.0% for all other cases (or such lower percentage as may be determined by the Manager in its absolute discretion) (for purposes of this Clause 15.2.1(i), the “**permitted limits**”) of each of the following as is applicable (subject to there being no double-counting):
 - (a) in the case of an acquisition of Real Estate, the acquisition price of any Real Estate purchased by the Trust, whether directly or indirectly through one or more Special Purpose Vehicles (plus any other payments in addition to the acquisition price made by the Trust or its Special Purpose Vehicles to the vendor in connection with the purchase of the Real Estate) (pro-rated, if applicable, to the proportion of the Trust’s interest);
 - (b) in the case of an acquisition of the equity interests of any vehicle holding directly or indirectly the Real Estate, the underlying value of any Real Estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the Real Estate, purchased, whether directly or indirectly through one or more Special Purpose Vehicles, by the Trust (plus any other payments made by the Trust or its Special Purpose Vehicles to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of the Trust’s interest); or
 - (c) the acquisition price of any Investment purchased by the Trust, whether directly or indirectly through one or more Special Purpose Vehicles, in any debt securities of any property corporation or other Special Purpose Vehicle owning or acquiring Real Estate or any debt securities which are secured whether directly or indirectly by the rental income from Real Estate.

For the avoidance of doubt, the acquisition price, or as the case may be, the acquisition value, shall take into account any completion or other price or value adjustment to be made post-completion (and the Acquisition Fee payable to the Manager will be adjusted upwards or downwards, if applicable).

Any increase in the Acquisition Fee above the permitted limits or any change in the structure of the Acquisition Fee shall be approved by an Extraordinary Resolution of a meeting of Holders duly convened and held in accordance with the provisions of Schedule 1.

For the purpose of the Acquisition Fee, equity interests include all classes and types of equity securities relating to real estate which shall, for the avoidance of doubt, exclude any investment in debt securities of any property corporation or other Special Purpose Vehicle owning or acquiring

real estate.

Any payment to third party agents or brokers in connection with the acquisition of any assets of the Trust shall be paid by the Manager to such persons out of the Deposited Property or the assets of the relevant Special Purpose Vehicle, and not out of the Acquisition Fee received or to be received by the Manager.

Subject to the Property Funds Appendix, the Acquisition Fee shall be paid to the Manager in the form of Cash and/or Units (or Stapled Securities, where the Trust is part of a Stapled Group) as the Manager may elect, such election to be made prior to the payment of the Acquisition Fee. If the Manager elects to receive any part of the Acquisition Fee in the form of Units or Stapled Securities, it shall make an announcement on the SGXNET within five Business Days after the delivery of its written notice. The Acquisition Fee is payable as soon as practicable after completion of the acquisition. Unless the Trust is part of a Stapled Group, subject to the Property Funds Appendix and Clause 15.2.4, the Acquisition Fee shall be paid to the Manager in the form of Cash and/or Units as the Manager may elect (such election to be irrevocable and made prior to the payment of the Acquisition Fee) and in such proportion as may be determined by the Manager. When paid in the form of Units, the Manager shall be entitled to receive such number of Units as may be purchased for the relevant amount of the Acquisition Fee at the issue price of Units issued to finance or part finance the acquisition in respect of which the Acquisition Fee is payable or, where Units are not issued to finance or part finance the Acquisition, the prevailing Market Price at the time of issue of such Units as determined under Clause 5.3.1. Where the Trust is part of a Stapled Group, subject to the Property Funds Appendix and Clause 15.2.4, the Acquisition Fee shall be paid to the Manager in the form of cash and/or Stapled Securities as the Manager may elect (such election to be irrevocable and made prior to the payment of the Acquisition Fee) and in such proportion as may be determined by the Manager. When paid in the form of Stapled Securities, the Manager shall be entitled to receive such number of Stapled Securities as may be purchased for the relevant amount of the Acquisition Fee at the Issue Price of Stapled Securities issued to finance or part finance the acquisition in respect of which the Acquisition Fee is payable or, where Stapled Securities are not issued to finance or part finance the Acquisition, the prevailing Market Price at the time of issue of such Stapled Securities as determined under Clause 5.14.4 if the Stapled Group is Listed, or the Current Stapled Security Value at the time of issue of such Stapled Securities if the Stapled Group is Unlisted. In the event payment is to be made in the form of Units or Stapled Securities and the Holders' approval for the issuance of Units or Stapled Securities is required but not obtained at the Holders' meeting to permit such issue of Units or (as the case may be) such issue of Units as part of the Stapled Securities to the Manager, then

payment of that excess part of the Acquisition Fee will be paid in the form of Cash and in the event that cash is not available out of the Deposited Property to make the whole or part of such payment, then payment of such Acquisition Fee due and payable to the Manager shall be deferred to the next calendar months when Cash is available out of the Deposited Property. No Acquisition Fee is payable in respect of the acquisition (whether directly or indirectly) of the Initial Properties or, as the case may be, the Special Purpose Vehicles for the initial public offering of Units by the Trust.

The amount of the Acquisition Fee (if any) payable to the Manager shall be exclusive of all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed thereon by the relevant authorities in Singapore or elsewhere. For the avoidance of doubt, the Trust shall bear all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on the Acquisition Fee by the relevant authorities in Singapore or elsewhere; and

- (ii) a divestment fee (“**Divestment Fee**”) at the rate of 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) (for purposes of this Clause 15.2.1(ii), the “**permitted limit**”) of each of the following as is applicable (subject to there being no double-counting):
 - (a) in the case of a sale of Real Estate, the sale price of any Real Estate sold or divested, whether directly or indirectly through one or more Special Purpose Vehicles, by the Trust (plus any other payments in addition to the sale price received by the Trust or its Special Purpose Vehicles from the purchaser in connection with the sale or divestment of the Real Estate) (pro-rated, if applicable, to the proportion of the Trust’s interest);
 - (b) in the case of a sale of the equity interests of any vehicle holding directly or indirectly the Real Estate, the underlying value of any Real Estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the Real Estate, sold or divested, whether directly or indirectly through one or more Special Purpose Vehicles, by the Trust (plus any additional payments received by the Trust or its Special Purpose Vehicles from the purchaser in connection with the sale or divestment of such equity interests) (pro-rated, if applicable, to the proportion of the Trust’s interest); or
 - (c) the sale price of any Investment sold or divested by the Trust, whether directly or indirectly through one or more Special Purpose Vehicles, in any debt securities of any property corporation or other Special Purpose Vehicle owning or acquiring Real Estate or any debt securities which are secured whether directly or indirectly by

the rental income from Real Estate.

For the avoidance of doubt, the sale price, or as the case may be, the sale value, shall take into account any completion or other price or value adjustment to be made post-completion (and the Divestment Fee payable to the Manager will be adjusted upwards or downwards, as applicable). Any increase in the rate of the Divestment Fee above the permitted limit or any change in the structure of the Divestment Fee shall be approved by an Extraordinary Resolution of a meeting of Holders duly convened and held in accordance with the provisions of Schedule 1.

For the purpose of this Divestment Fee, equity interests include all classes and types of equity securities relating to real estate which shall, for the avoidance of doubt, exclude any investment in debt securities of any property corporation or other Special Purpose Vehicle owning or acquiring real estate.

Any payment to third party agents or brokers in connection with the disposal of any assets of the Trust shall be paid by the Manager to such persons out of the Deposited Property or the assets of the relevant Special Purpose Vehicle, and not out of the Divestment Fee received or to be received by the Manager.

Subject to the Property Funds Appendix, the Divestment Fee shall be paid to the Manager in the form of Cash and/or Units (or Stapled Securities, where the Trust is part of a Stapled Group) as the Manager may elect, such election to be made prior to the payment of Divestment Fee. If the Manager elects to receive any part of the Divestment Fee in the form of Units or Stapled Securities, it shall make an announcement on the SGXNET within five Business Days after the delivery of its written notice. The Divestment Fee is payable as soon as practicable after completion of the sale or disposal. Unless the Trust is part of a Stapled Group, subject to the Property Funds Appendix and Clause 15.2.4, the Divestment Fee shall be paid to the Manager in the form of Cash and/or Units as the Manager may elect (such election to be irrevocable and made prior to the payment of the Divestment Fee) and in such proportion as may be determined by the Manager. When paid in the form of Units, the Manager shall be entitled to receive such number of Units as may be purchased for the relevant amount of the Divestment Fee at the prevailing Market Price at the time of issue of such Units as determined under Clause 5.3.1. Where the Trust is part of a Stapled Group, subject to Clause 15.2.4 the Divestment Fee shall be paid to the Manager in the form of Cash and/or Stapled Securities as the Manager may elect (such election to be irrevocable and made prior to the payment of the Divestment Fee) and in such proportion as may be determined by the Manager. When paid in the form of Stapled Securities, the Manager shall be entitled to receive such number of Stapled Securities as may be purchased for the relevant amount of the Divestment Fee at the prevailing Market Price

at the time of issue of such Units as determined under Clause 5.14.4 if the Stapled Group is Listed, or the Current Stapled Security Value at the time of issue of such Stapled Securities if the Stapled Group is Unlisted. In the event payment is to be made in the form of Units or Stapled Securities and the Holders' approval for the issuance of Units or Stapled Securities is required but not obtained at the Holders' meeting to permit such issue of Units or (as the case may be) such issue of Units as part of the Stapled Securities to the Manager, then payment of that excess part of the Divestment Fee will be paid in the form of Cash and in the event that Cash is not available out of the Deposited Property to make the whole or part of such payment, then payment of such Divestment Fee due and payable to the Manager shall be deferred to the next calendar month when Cash is available out of the Deposited Property.

The amount of the Divestment Fee (if any) payable to the Manager shall be exclusive of all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed thereon by the relevant authorities in Singapore or elsewhere. For the avoidance of doubt, the Trust shall bear all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on the Divestment Fee by the relevant authorities in Singapore or elsewhere.

- 15.2.2 The Trustee is entitled, on the recommendation of the Manager, to authorise the payment of any Acquisition Fee or Divestment Fee either at the level of the Trust or if relevant, at the level of the Special Purpose Vehicle.
- 15.2.3 Where the Manager receives a percentage-based fee when the Trust acquires and divests Real Estate assets from/to Related Parties, such a fee should, if required by the then applicable Relevant Laws, Regulations and Guidelines, be in the form of Units issued at the prevailing Market Price at the time of issue of such Units as determined under Clause 5.3.1. The Units shall be subject to such transfer restrictions as may be imposed by the then Relevant Laws, Regulations and Guidelines.
- 15.2.4 In the event that the Trust, acquires and disposes of Real Estate assets from/to Related Parties, the Acquisition Fee or Divestment Fee payable to the Manager should be in the form of Units or Stapled Securities issued at prevailing Market Price(s) as determined under Clause 5.3.1 or (as the case may be) Clause 5.14.4 if the Trust or the Stapled Group is Listed, or the Current Unit Value or (as the case may be) the Current Stapled Security Value at the time of issue of such Units or (as the case may be) Stapled Securities if the Trust or the Stapled Group is Unlisted, The Units or (as the case may be) Stapled Securities should not be sold within one year from their date of issuance.
- 15.2.5 All Units or Stapled Securities issued to the Manager under Clause 15.2 shall be credited as fully paid and rank *pari passu* with other Units or Stapled Securities of the same class and the Manager, or any person which the Manager may designate

or nominate (including but not limited to the Manager's subsidiaries), shall be entitled to all the rights attached to any Units issued to it under this Clause 15.2 as any other Holder of Units.

15.3 Development Management Fee

- 15.3.1** The Manager is entitled to receive for its own account out of the Deposited Property a development management fee ("**Development Management Fee**") equivalent to 3.0% of the Total Project Costs incurred in a Development Project undertaken and managed by the Manager on behalf of the Trust.
- 15.3.2** When the estimated Total Project Costs are above US\$100.0 million, the Manager will be entitled to receive a Development Management Fee equivalent to 3.0% of the Total Project Costs up to US\$100.0 million. For the remaining Total Project Costs in excess of US\$100.0 million, the independent directors will first review and approve the quantum of Development Management Fee, whereupon the Manager may be directed by its independent directors to reduce the Development Management Fee. Further, in cases where the Manager is of the view that the market pricing for comparable services is materially lower than the Development Management Fee, the independent directors of the Manager shall have the discretion to accept a Development Management Fee which is less than 3.0% of the Total Project Costs incurred in a Development Project undertaken on behalf of the Trust.
- 15.3.3** Any increase in the percentage of the Development Management Fee or any change in the structure of the Development Management Fee shall be approved by an Extraordinary Resolution of a meeting of Holders or (as the case may be) Depositors duly convened and held in accordance with the provisions of Schedule 1.
- 15.3.4** The Development Management Fee is payable in equal monthly instalments over the construction period of each Development Project based on the Manager's best estimate of the Total Project Costs and construction period and, if necessary, a final payment of the balance amount when the Total Project Costs is finalised. The amount of the Development Management Fee (if any) payable to the Manager shall be exclusive of all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed thereon by the relevant authorities in Singapore or elsewhere. For the avoidance of doubt, the Trust shall bear all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on the Development Management Fee by the relevant authorities in Singapore or elsewhere.
- 15.3.5** No Acquisition Fee shall be paid when the Manager receives the Development Management Fee for a Development Project. For the avoidance of doubt, the Manager shall be entitled to receive an Acquisition Fee on the land costs.
- 15.3.6** Subject to the Property Funds Appendix, the Development Management Fee shall be paid to the Manager or to any person which the Manager may designate or nominate (including but not limited to the Manager's subsidiaries) in the form of

Cash and/or Units (or Stapled Securities, where the Trust is part of a Stapled Group) (as the Manager may elect, such election to be made prior to the payment of the Development Management Fee). When paid in the form of Units (or Stapled Securities, where the Trust is part of a Stapled Group), the Manager shall be entitled to receive such number of Units (or Stapled Securities, where the Trust is part of a Stapled Group) as may be purchased for the relevant amount of the Development Management Fee at the prevailing Market Price at the time of issue of such Units (or Stapled Securities, where the Trust is part of a Stapled Group) as determined under Clause 5.2.1. In the event payment is to be made in the form of Units (or Stapled Securities, where the Trust is part of a Stapled Group) and the Holders' approval for the issuance of Units (or Stapled Securities, where the Trust is part of a Stapled Group) is required but not obtained, then payment of that excess part of the Divestment Fee will be paid in the form of Cash.

- 15.3.7** For the avoidance of doubt, the Manager may at its sole discretion appoint one or more service providers to perform all or some of the development management services provided that the Manager remains at all times responsible for the development management services provided by the service provider(s) and the Manager shall be entitled to the full Development Management Fee notwithstanding the appointment of such service provider(s) provided that there shall be no double-counting of any fees payable to such third party service providers for services which the Manager is required to provide in respect of the Development Management Fee.

15.4 Remuneration of Trustee

The Trustee shall be entitled to receive for its own account out of the Deposited Property within 30 days of the last day of every calendar month the amount of the remuneration of the Trustee accrued to it and remaining unpaid.

For as long as the Trust is Listed the remuneration of the Trustee is an amount of up to 0.1% per annum of the Value of the Deposited Property (for the purpose of this Clause 15.4, the "**permitted limit**") subject to a minimum amount of S\$15,000 per month, excluding out-of-pocket expenses and GST, and shall be payable out of the Deposited Property monthly in arrear. The actual remuneration within the permitted limit that is payable to the Trustee shall be agreed in writing between the Trustee and the Manager. Any increase in the rate of the remuneration of the Trustee above the permitted limit or any change in the structure of the remuneration of the Trustee shall be approved by an Extraordinary Resolution of a meeting of Holders duly convened and held in accordance with the provisions of Schedule 1. The remuneration of the Trustee shall accrue on each day of each calendar month in respect of the period up to and including the last day of that calendar month. The amount accruing on each day of each month shall be a sum equal to the appropriate percentage of the Value of the Deposited Property on the last day of the calendar month multiplied by the number of days in the relevant period and divided by 365 or as the case may be, 366 days, in the case of a leap year. The "**appropriate percentage**" shall be the rate of the remuneration of the Trustee applicable on the relevant day. The Trustee shall in addition to such remuneration be entitled to be paid out of the Deposited Property all reasonable out-of-pocket expenses

(including a one-time establishment fee as may be agreed between the Trustee and the Manager) incurred by it in the performance of its duties under this Deed until the Trust is finally wound up. The remuneration payable to the Trustee shall be exclusive of all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed thereon by the relevant authorities in Singapore or elsewhere. For the avoidance of doubt, the Trust shall bear all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on the remuneration payable to the Trustee by the relevant authorities in Singapore or elsewhere.

15.5 Charges by Trustee or Manager

In consideration of the foregoing neither the Trustee nor the Manager shall impose any charge or fee against the Holders or against the Deposited Property for their services or for their normal expenses hereunder with the exception of the charges or fees expressly authorised by this Deed and PROVIDED THAT unless and until the Trustee shall be satisfied that adequate provision has been or will be made for the future expenses of the Trust (including the remuneration of the Trustee but excluding the fees payable to the Manager), the Trustee shall have a lien on and shall be entitled to retain the Deposited Property for the purpose of paying, discharging or providing for such expenses and shall pay to the Manager only the balance (if any) after all such payments, discharges or provisions have been made.

15.6 Special Purpose Vehicles

In relation to Investments which are owned or held, either directly or indirectly, by one or more Special Purpose Vehicles, notwithstanding anything contained in this Deed:

- 15.6.1** each of the Base Fee, the Performance Fee, the Acquisition Fee and the Divestment Fee shall be calculated on the same basis as if the Investments, or the pro-rated share of the Investments in the case where the interest of the Trust in the Special Purpose Vehicle is partial, had been held directly by the Trustee, provided, however, that such calculation shall take into account any reasonably anticipated withholding tax expected to reduce the amount of cash the Trust will have available to distribute to Holders;
- 15.6.2** each of the Base Fee, the Performance Fee, the Acquisition Fee and the Divestment Fee together with all applicable GST and all other applicable sales tax, governmental impositions, duties and levies whatsoever imposed on such fees by the relevant authorities in Singapore or elsewhere may be paid, at the Manager's election, by the Trustee, the Special Purpose Vehicle or a combination of both;
- 15.6.3** for each of the Base Fee, the Performance Fee, the Acquisition Fee and the Divestment Fee, if the Manager elects to receive any of such payment either wholly or partially from the Special Purpose Vehicle, the Manager shall under no circumstances be entitled to receive payment of an amount greater than what the Manager would have been entitled to if it had elected to receive payment from the Trustee or where the relevant Investments had been held directly by the Trustee;

- 15.6.4 where the interest of the Trust in the Special Purpose Vehicle is partial, the payment of the Base Fee, the Performance Fee, the Acquisition Fee and the Divestment Fee shall be pro-rated, if applicable, to the proportion of the Trust's interest in the Special Purpose Vehicle; and
- 15.6.5 in the event that payment of the Base Fee, the Performance Fee, the Acquisition Fee or the Divestment Fee to the Manager by the Special Purpose Vehicle is to be made in the form of Units, the payment of such Units may be satisfied by the issuance of Units in accordance with the provisions of this Clause 15 to be applied *mutatis mutandis*.

15.7 Fees payable to other asset managers or investment managers

In the event that the Manager, or the Trustee or any entity which is held by the Trust (whether wholly or partially) at the recommendation of the Manager, appoints an asset manager, investment managers or any other entities (the "**Relevant Entity**") to provide asset management services or investment management services in respect of any asset of the Trust, the Relevant Entity shall be entitled to receive out of the Deposited Property a fee for their services to be paid either directly (by the Trustee) or indirectly (by the entity which is held by the Trust) (the "**Relevant Fee**"), provided that the relevant fee payable to the Manager shall be reduced by the Relevant Fee to the extent that such activities fall within the scope of the activities to have been performed by the Manager. The terms and mechanics for the payment of the Relevant Fee shall be set out in the agreement appointing the Relevant Entity, and where the Relevant Entity is a related corporation of the Manager, shall be entered into on an arm's length basis, on normal commercial terms and are not prejudicial to the interests of Holders or the Trust. For the avoidance of doubt, any other Relevant Fee not related to asset and/or investment management fee, acquisition fee, divestment fee and development management fee shall not reduce the fees payable to the Manager.

15.8 Remuneration of Hotel Manager or Manager of a Special Purpose Vehicle

Any fees payable to any hotel manager of the Trust or any manager of a Special Purpose Vehicle shall (subject to the relevant hotel management agreement or management agreement or such other agreement as may be entered into by the Trustee and/or the Manager and/or the relevant Special Purpose Vehicle) be in the form of Cash and/or Units (or Stapled Securities, where the Trust is part of a Stapled Group) as the Manager may in its sole discretion determine, such determination to be made prior to the payment of such fees. For so long as the Trust is part of a Stapled Group and the fees payable to the hotel manager or manager of a special purpose vehicle of the other Stapled Entity (other than the Trust) are payable in the form of Stapled Securities, the Manager shall issue such number of Units as may be required to pay the fees of such hotel manager or manager of such Special Purpose Vehicle in accordance with Clause 5.14.

15.9 Form and Time of Payment of Fee Payable to any Hotel Manager of the Trust or Manager of a Special Purpose Vehicle

- 15.9.1** Where the fees payable to any hotel manager of the Trust or manager of a Special Purpose Vehicle are payable in the form of Units (or Stapled Securities, where the Trust is part of a Stapled Group), such payment shall be made within 30 days of the last day of every calendar quarter (or such longer period as the Manager may determine in the event that such fee cannot be computed within 30 days of the last day of the relevant period), in arrears.
- 15.9.2** Where the fees payable to any hotel manager of the Trust or manager of a Special Purpose Vehicle is payable in the form of Cash, such payment shall be made out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles) within 30 days of the last day of every calendar month (or such longer period as the Manager may determine in the event that such fee cannot be computed within 30 days of the last day of the relevant period) in arrears and in the event that Cash is not available out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles) to make the whole or part of such payment, then payment of such fee due and payable to the hotel manager of the Trust or manager of a Special Purpose Vehicle shall be deferred to the next calendar month when Cash is available out of the Deposited Property (or as the case may be the relevant Special Purpose Vehicles).
- 15.9.3** When the fees payable to any hotel manager of the Trust or manager of a Special Purpose Vehicle is paid in the form of Units or Stapled Securities, the hotel manager of the Trust or manager of a Special Purpose Vehicle or any person to which the hotel manager of the Trust or manager of such Special Purpose Vehicle (as the case may be) may designate or nominate (including but not limited to their respective subsidiaries) (subject to the relevant serviced residence management agreement or management agreement or such other agreement as may be entered into by the Trustee and/or the Manager and/or the relevant Special Purpose Vehicle) shall be entitled to receive such number of Units or Stapled Securities as may be purchased with such fees attributable to the relevant period at an Issue Price equal to the Market Price. For this purpose, "Market Price" means the volume weighted average traded price for a Unit or Stapled Security for all trades on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange in the ordinary course of trading on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange for the last ten Business Days immediately preceding the end of the relevant financial quarter for which such fees relate to, or if the Manager believes that the foregoing calculation does not provide a fair reflection of the Market Price of a Unit or Stapled Security, means an amount as determined by the Manager (after consultation with a Stockbroker approved by the Trustee), and as approved by the Trustee, as being the fair Market Price.
- 15.9.4** In the event that payment is to be made in the form of Units or Stapled Securities and Holders' prior approval is required but is not obtained at the Holders' meeting to

permit such issue of Units or (as the case may be) such issue of Units as part of the Stapled Securities to the hotel manager of the Trust or manager of a Special Purpose Vehicle, then the payment of the fees to the hotel manager of the Trust or the manager of such Special Purpose Vehicle shall be made in the form of Cash.

- 15.9.5** All Units or Stapled Securities issued to the hotel manager of the Trust or manager of a Special Purpose Vehicle under Clause 15.8 shall be credited as fully paid and rank pari passu with other Units or Stapled Securities of the same class and the hotel manager of the Trust or manager of a Special Purpose Vehicle, or any person which the hotel manager of the Trust or the manager of such Special Purpose Vehicle (as the case may be) may designate or nominate (including but not limited to their subsidiaries) (subject to the relevant serviced residence management agreement or management agreement, as the case may be), shall be entitled to all the rights attached to any Units or Stapled Securities issued to it under this Clause 15.8 as any other Holder of Units or Stapled Securities.

16. Related Party Transactions

16.1 Compliance with the Property Funds Appendix and the Listing Rules

The Trust shall, at all times after the Listing Date, comply with the Property Funds Appendix in relation to “interested party transactions” (as defined in the Property Funds Appendix) and the provisions of the Listing Rules relating to “interested person transactions” (as defined in the Listing Rules) and the equivalent provisions of the listing rules of any other Recognised Stock Exchange, if any, as well as such other guidelines as may from time to time be prescribed by the Authority and the SGX-ST or other relevant Recognised Stock Exchange to apply to the Trust. If the Trustee is to sign any contract with a Related Party of the Trustee or the Manager or the Trust, it will review that contract to satisfy itself that the transactions contemplated therein are on normal commercial terms and are not prejudicial to the interests of Holders or the Trust and will ensure that it complies with requirements relating to interested party transactions and interested person transactions as well as such other guidelines relating to interested person transactions as may from time to time be prescribed by the Authority and the SGX-ST or other relevant Recognised Stock Exchange to apply to the Trust.

16.2 Sales or Dealings as Principal Prohibited in Certain Cases

On or after the Listing Date, neither the Trustee nor the Manager nor any company controlled by either or both of them nor any person, firm or corporation (hereinafter in this Clause 16.2 referred to as a “**delegate**”) entitled to exercise any investment powers or discretions under this Deed pursuant to a delegation by the Manager, shall as principal sell, or deal in the sale of, Investments to the Trustee for account of the Trust or purchase Investments from the Trustee acting for the account of the Trust and each shall (without incurring any liability for failure to do so) use its best endeavours to procure that no such sale or dealing or purchase shall be made by:

- 16.2.1** any person, firm or corporation holding or beneficially entitled to 10.0% or more of

the share capital of the Trustee or the Manager or any delegate;

- 16.2.2 any corporation controlled by any such person, firm or corporation referred to in Clause 16.2.1;
- 16.2.3 any Director of the Trustee, or of the Manager, or of any delegate (being a corporation) or of any such corporation referred to in Clause 16.2.1; or
- 16.2.4 any partner of any firm referred to in Clause 16.2.1.

Each person or body (other than the Trustee and the Manager) referred to in Clauses 16.2.1 to 16.2.4 shall be known in this Clause 16 as a “**connected person**”. For the avoidance of doubt, this Clause 16.2 does not apply in respect of the Initial Properties.

16.3 Permitted Transactions

Nothing in this Clause 16 shall prevent:

- 16.3.1 any sale for account of the Trust of any Investment to, or any purchase for account of the Trust of any Investment from, the trustee or manager of any other unit trust scheme for account of such scheme, notwithstanding that the trustee and/or the manager and/or any connected person may be, or be interested in, the Trustee or the Manager of, or any person, firm or corporation to whom any investment powers or discretions may have been delegated under, such scheme, PROVIDED THAT:
 - (i) any such sale or purchase after the Listing Date is in compliance with the Property Funds Appendix;
 - (ii) the value of the Investment (if sold or acquired for the account of the Trust after the Listing Date) in question is certified in writing for the purpose of the transaction by an Approved Valuer or a Stockbroker; and
 - (iii) the Trustee shall be of the opinion that the terms of such transaction shall not be such as are likely to result in any prejudice to Holders; or
- 16.3.2 the Trustee or the Manager or any connected person from owning, holding, disposing of, or otherwise dealing with Units or (in the event that the Trust is part of a Stapled Group) Stapled Securities with the same rights (subject as provided in paragraph 3 of Schedule 1) as any other Holder of Units or (as the case may be) Stapled Securities PROVIDED THAT in so owning, holding, disposing of or otherwise dealing with Units or (as the case may be) Stapled Securities, the Trustee and the Manager shall each maintain with respect to the Trustee or the Manager and any of its respective connected persons a register giving details of such transactions, including the prices, discounts, net prices, quantities of Units or (as the case may be) Stapled Securities transacted and dates of and parties to such transactions, or from buying, holding or dealing in any Investments upon their respective individual accounts, notwithstanding that similar Investments may be held

under this Deed as part of the Deposited Property. The Trustee and the Manager shall each respectively ensure that any such transactions in Units or (as the case may be) Stapled Securities by it or them be carried out in a manner which shall not prejudice the interests of the Holders. The respective registers of the Trustee and the Manager shall be available for inspection by the Trustee and the Holders.

None of the Trustee, the Manager and any connected person shall be liable to account to each other or to the Holders for any profits or benefits made or derived by or in connection with any transaction permitted under this Clause 16.3.2; or

16.3.3 the Trust from entering into any transaction with a Related Party of the Manager or the Trustee so long as the following is complied with:

- (i) any transaction entered into on or after the Listing Date by the Trustee for and on behalf of the Trust relating to the Trust's acquisition of Investments from or sale of Investments to an interested party shall comply with the Property Funds Appendix;
- (ii) any transaction entered into on or after the Listing Date by the Trustee for and on behalf of the Trust relating to the engagement of an interested party as property management agent or marketing agent for the Trust's Investments shall comply with the Property Funds Appendix; and
- (iii) any transaction entered into on or after the Listing Date by the Trustee for and on behalf of the Trust with an interested party relating to any matter other than a transaction described in Clause 16.3.3(i) or Clause 16.3.3(ii) shall comply with the Listing Rules and the rules of any relevant Recognised Stock Exchange relating to interested person transactions as the same are adapted to apply to such transaction and such other guidelines as may be prescribed by the SGX-ST or other relevant Recognised Stock Exchange to apply to the Trust (including, without limitation, rules and guidelines pertaining to the exclusion of the interested person or its connected persons (as defined in the Listing Rules and/or the listing rules of other relevant Recognised Stock Exchange) from voting any proposal required to be approved by the Holders.

16.4 Certain Dealings with Related Corporations of the Manager

Subject to Clause 10.2, for so long as the Trust is Listed, the Manager hereby agrees that it will not:

16.4.1 invest moneys of the Trust in the Securities of the Manager or its "related corporations" (as defined in the Companies Act) save that:

- (i) the Manager may invest in any collective investment schemes managed by the Manager or its related corporations; and

- (ii) if the Trust has a reference benchmark constructed by an independent party and complies with the Code; or

16.4.2 lend moneys of the Trust to a related corporation, (other than a Special Purpose Vehicle) save that deposits made with related corporations that are banks licensed under the Banking Act, Chapter 19 of Singapore, finance companies licensed under the Finance Companies Act, Chapter 108 of Singapore, merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act, Chapter 186 of Singapore, or any other deposit-taking institution licensed under an equivalent law in a foreign jurisdiction, in the ordinary course of business of the Trust, shall not be construed as moneys lent.

16.5 Action Upon Breach of Agreement with Related Party

If the Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement entered into by the Trustee for and on behalf of the Trust with such person which is a Related Party of the Manager, the Manager shall be obliged to consult with a reputable law firm (acceptable to the Trustee) who shall provide legal advice on the matter. If the said law firm is of the opinion that the Trustee, on behalf of the Trust, has a *prima facie* case against the party allegedly in breach under such agreement, the Manager shall be obliged to take appropriate action in relation to such agreement. The directors of the Manager (including its independent directors) will have a duty to ensure that the Manager shall comply with the aforesaid. Notwithstanding the foregoing, the Manager shall inform the Trustee as soon as it becomes aware of any breach of any agreement entered into by the Trustee for and on behalf of the Trust with a Related Party of the Manager, and the Trustee may take such action as it deems necessary to protect the rights of Holders and/or which is in the interests of Holders. Any decision by the Manager not to take action against a Related Party of the Manager shall not constitute a waiver of the Trustee's right to take such action as it deems fit against such Related Party.

17. Concerning the Trustee and the Manager

17.1 Quotation and Dealings by Manager

No Units shall at any time be quoted by or sold by or for account of the Manager outside the Depository at a price higher than the Issue Price for the time being applicable to Units issued for Cash pursuant to Clause 5. No Units shall at any time be quoted or repurchased or redeemed by or for account of the Manager outside the Depository at a price lower than the Repurchase Price for the time being applicable to Units repurchased by the Manager pursuant to Clause 19.1.23. The Trustee shall not be responsible to verify the price of any such quotation or dealing unless specifically requested by the Holder or former Holder of the Units concerned to do so not later than one month after the date of such quotation or dealing but the Manager shall justify such quotation or dealing if so requested by the Trustee at any time. For the avoidance of doubt, this Clause 17.1 shall not apply to the Units held by Eagle Hospitality REIT Management Pte. Ltd. in its personal capacity and not in its capacity as manager of the Trust.

17.2 Dealings with Joint Holders

Should the Manager or the Trustee, prior to acting on any request, application or instruction from any Joint Holder, receive a contradictory request, application or instruction from the other Joint Holder(s), the Manager or (as the case may be) the Trustee may elect to act on the latest request, application or instruction received or to act on the joint mandate of all Joint Holders received prior to the contradictory request, application or instruction, or not to act at all, and will not be held liable for so acting or omitting to act.

17.3 Indemnities - Invalid Documents

Each of the Trustee and the Manager shall incur no liability in respect of any action taken or thing suffered to be taken by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed by each of them in good faith and in the absence of fraud, gross negligence, wilful default, a breach of this Deed or a breach of trust (in the case of the Trustee) to be genuine and to have been passed, sealed or signed by the proper parties.

17.4 Legislation

Each of the Trustee and the Manager shall incur no liability to the Holders, or, as the case may be, the Depositors for doing or failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of this Deed, neither the Trustee nor the Manager shall be under any liability therefor or thereby unless such failure is caused by its fraud, gross negligence or wilful default.

17.5 Verification of Signatures

Neither the Trustee nor the Manager shall be responsible for the authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application, endorsement or other document affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Manager respectively shall nevertheless be entitled but not bound to require that the signature of any Holder or, as the case may be, any Depositor to any document required to be signed by him under or in connection with this Deed shall be verified to its or their reasonable satisfaction.

17.6 Saving Clause as to Indemnities

Any indemnity expressly given to the Trustee or the Manager in this Deed is in addition to

and without prejudice to any indemnity allowed by law; PROVIDED NEVERTHELESS THAT any provision of this Deed shall be void insofar as it would have the effect of exempting the Trustee or the Manager from or indemnifying it against any liability for breach of this Deed or breach of trust (in the case of the Trustee) or any liability which by virtue of any rule of law would otherwise attach to it in respect of any fraud, gross negligence or wilful default of which it may be guilty in relation to its duties or where it fails to show the degree of diligence and care required of it having regard to the provisions of this Deed.

The Trustee and the Manager shall be entitled to be indemnified out of the Deposited Property in respect of any liability that each of them may incur pursuant to a proper exercise of its powers and duties under this Deed or at law or regulation, despite any loss that the Trust may have suffered or any diminution in the value of the Deposited Property due to an unrelated act or omission by the Trustee and/or the Manager or by any person acting on behalf of the Trustee and/or the Manager.

For the avoidance of doubt, the indemnities provided under this Deed shall to the fullest extent permitted by law or regulation, continue to apply after the Trustee and/or the Manager resign or are removed as trustee and manager (respectively) of the Trust for any liability that each of them may have incurred pursuant to a proper exercise of its powers and duties under this Deed or at law or regulation.

17.7 Other Trusts

Nothing herein contained shall be construed so as to prevent the Manager and the Trustee from acting, in conjunction or separately, as the manager or trustee of trusts separate and distinct from the Trust and neither of them shall in any way be liable to account to the Holders or any other person for any profit or benefit made or derived hereby or in connection therewith and each may retain any profits or benefits made or derived hereby or in connection therewith.

17.8 Resolutions

Neither the Trustee nor the Manager shall be responsible for acting upon any resolution purported to have been passed at any meeting of the Holders or, where applicable, the holders of the Stapled Securities, in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders or, where applicable, the holders of the Stapled Securities.

17.9 Reliance by Trustee and Manager

17.9.1 The Trustee and the Manager may accept as sufficient evidence of the Value of any Investment or the cost price or sale price thereof or of any quotation from the SGX-ST or any other Recognised Stock Exchange, a certificate by an Approved Valuer (in respect of Real Estate), a Stockbroker (in respect of Securities) or any other professional person, firm or association qualified in the opinion of the Manager to

provide such a certificate.

17.9.2 At all times and for all purposes of this Deed the Trustee and the Manager may rely upon the established practice and rulings of SGX-ST or any other Recognised Stock Exchange and any committees and officials thereof on which any dealing in any Investment or other property is from time to time effected in determining what shall constitute a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under this Deed.

17.10 GST / Sales Tax

Where any GST or applicable sales tax is payable by the Manager or the Trustee in relation to services rendered to the Manager or the Trustee in connection with the exercise of the powers and discretion and/or the performance of the obligations of the Manager or the Trustee under this Deed, the Manager or (as the case may be) the Trustee, shall be reimbursed therefor out of the Deposited Property (unless such GST incurred by the Trustee or the Manager is recoverable from IRAS). Where any GST or applicable sales tax is payable in connection with the services rendered by the Manager or the Trustee pursuant to this Deed, such GST or applicable sales tax shall be borne out of the Deposited Property.

17.11 Beyond Control

Neither the Manager nor the Trustee shall be responsible to the Trust or any Holder or, as the case may be, any Depositor for any loss or damage arising from reasons or causes beyond its control, or the control of any of its employees, including (without limitation) nationalisation, expropriation, currency restrictions, acts of war, terrorism, insurrection, revolution, civil unrest, riots or strikes, pestilence, widespread communicable or infectious diseases, nuclear fusion or fission or acts of God.

17.12 Anti-money laundering measures, etc.

Any of the Trustee, the Manager and/or their respective Associates may take any action which the Trustee, the Manager and/or the relevant Associate(s) (as the case may be), in its sole and absolute discretion, considers appropriate so as to comply with any Relevant Laws, Regulations and Guidelines, request of a public or regulatory authority or (in the case of the Trustee and its Associates) any group policy of the Trustee, or (in the case of the Manager and its Associates) any group policy of the Manager, to the extent necessary for compliance with laws or regulations relating to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to any persons or entities which may be subject to sanctions (collectively, the "**Relevant Requirements**"). Such action may include, but is not limited to, the interception and investigation of transactions in relation to any Holder (particularly those involving the international transfer of funds) including the source of or intended recipient of funds paid in or out in relation to the Holder and any other information or communications sent to or by the Holder or on the Holder's behalf. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions in respect of any Holder or the performance by the Trustee and/or the Manager of its or their respective obligations under this Deed, but

where possible, the Trustee and/or the Manager will endeavour to notify the Holders of the existence of such circumstances. The Trustee, the Manager and their respective Associates will not be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of or caused in whole or in part by any actions which are taken by the Trustee, the Manager and/or any of their respective agents or Associates to comply with the Relevant Requirements (including, without limitation, those actions referred to in this Clause).

18. Concerning the Trustee

18.1 Custody of Investments

The Trustee shall be responsible for the safe custody of the Deposited Property. Any Authorised Investments forming part of the Deposited Property shall, whether in bearer or registered form, be paid or transferred to or to the order of the Trustee forthwith on receipt by the Manager and be dealt with as the Trustee may think proper for the purpose of providing for the safe custody thereof. The Trustee may act as custodian itself or may appoint such persons (including any Associate of the Trustee) as custodian or joint custodians (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Deposited Property and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or (as the case may be) joint custodian to appoint with prior consent in writing of the Trustee, sub-custodians. The fees and expenses of any such custodian, joint custodian or sub-custodian shall be borne out of the Deposited Property. The Trustee may at any time procure that:

- 18.1.1 the Trustee;
- 18.1.2 any officer of the Trustee jointly with the Trustee;
- 18.1.3 any nominee appointed by the Trustee;
- 18.1.4 any such nominee and the Trustee;
- 18.1.5 any custodian, joint-custodian or sub-custodian appointed;
- 18.1.6 any company operating a depository or recognised clearing system in respect of the Deposited Property; or
- 18.1.7 any broker, financial institution or other person with whom the same is deposited in order to satisfy any requirement to deposit margin or security,

takes delivery of and retains and/or be registered as proprietor of any Authorised Investments in registered form held upon the trusts of this Deed.

Notwithstanding any provision to the contrary contained in this Deed:

- (i) the Trustee shall not incur any liability in respect of or be responsible for losses

incurred through the insolvency of or any act or omission of any depository or clearing system with which Authorised Investments may be deposited or any broker, financial institution or other person with whom Authorised Investments are deposited in order to satisfy any margin requirement;

- (ii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any nominee, custodian, joint custodian or sub-custodian appointed by the Trustee except where the Trustee has failed to exercise reasonable skill and care in the selection and appointment of such appointee (having regard to the market in which the relevant appointee is located) or the Trustee is in wilful default; and
- (iii) the Trustee shall not incur any liability in respect of or be responsible for losses incurred through the insolvency of or any act or omission of any sub-custodian not appointed by it.

18.2 Manager's Statements may be Accepted

The Trustee shall not be under any liability on account of anything done or suffered to be done by the Trustee in good faith in accordance with or in pursuance of any request or advice of the Manager. Whenever pursuant to any provision of this Deed any certificate, notice, instruction or other communication is to be given by the Manager to the Trustee whether by letter, facsimile transmission, telex message or other electronic means, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Manager by any one person whose signature the Trustee is for the time being authorised by the Manager to accept and may act on instructions given by authorised officers of the Manager specified in writing by the Manager to the Trustee sent by letter, facsimile transmission, telex message or other electronic means although the same contains some error or shall not be authentic.

18.3 Certificates as to Value may be Accepted

The Trustee may accept as sufficient evidence of the Value of any Investment or the cost price or sale price thereof or of any quotation from the SGX-ST or any other Recognised Stock Exchange a certificate by an Approved Valuer (in respect of Real Estate), a Stockbroker (in respect of Securities) or other professional person, firm or association approved by the Trustee.

18.4 Trustee not Responsible for Errors of Judgment

Without prejudice to the powers, authorities and discretions of the Trustee under the Trustees Act, the Trustee may act upon any advice of or information obtained from the Manager or any bankers, accountants, brokers, lawyers, Approved Valuers, Stockbrokers, agents or other persons acting as agents or advisers of the Trustee and/or the Manager and the Trustee shall not be liable for anything done or suffered to be done or omitted to be done in reliance upon such advice or information. The Trustee shall not be responsible for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the

part of any such banker, accountant, broker, lawyer, Approved Valuer, Stockbroker, agent or other person as aforesaid or of the Manager. Any such advice or information may be obtained or sent by letter, facsimile transmission or other electronic means and the Trustee shall not be liable for acting in good faith and in the absence of fraud, gross negligence, wilful default, breach of this Deed or breach of trust on any advice or information purported to be conveyed by any such letter, facsimile transmission or other electronic means although the same contains some error or shall not be authentic.

18.5 Trustee's Discretion Absolute

Except if and so far as herein otherwise expressly provided, the Trustee shall as regards all the trusts, powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode of and time for the exercise thereof, and in the absence of fraud, gross negligence, wilful default, breach of this Deed or breach of trust the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

18.6 Trustee Free to Carry on Transactions

Nothing herein shall prevent the Trustee or any of its Associates from contracting or entering into any financial, banking or any other type of transaction with the Manager or any Holder or any company or body any of whose shares or other securities form part of the Deposited Property or from being interested in any such contract or transaction, PROVIDED THAT any such transaction entered into after the Listing Date shall be on an arm's length basis and on normal commercial terms. The Trustee or any Associate thereof shall not be liable to account either to the Manager or to the Holders or any of them for any profits or benefits made or derived from or in connection with any such transaction.

18.7 Extent of Holder's Rights

In no event shall a Holder have or acquire any rights against the Trustee or the Manager or either of them except as hereby expressly conferred on the Holder nor shall the Trustee be bound to make any payment to any Holder except out of the funds held by it for that purpose under the provisions of this Deed.

18.8 Legal Proceedings

The Trustee shall not be under any obligation to institute, acknowledge service of, appear in, prosecute or defend any action, suit, proceedings or claim in respect of the provisions hereof or in respect of the Deposited Property or any part thereof or any corporate or unitholders' or shareholders' action which in its opinion would or might involve it in expense or liability, unless the Manager shall so request in writing, and shall so often as required by the Trustee furnish it with an indemnity satisfactory to it against any such expense or liability.

18.9 Indemnity Out of Deposited Property

Subject as herein expressly provided, to the fullest extent permitted by Relevant Laws, Regulations and Guidelines and without prejudice to any right of indemnity at law given to the Trustee, the Trustee (and, to the extent applicable, its officers, directors, employees, Associates, authorised agents and delegates) shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the Deposited Property or any part thereof provided the Trustee had acted without fraud, gross negligence, wilful default, breach of this Deed or breach of trust. Nothing herein shall prejudice the obligation of the Manager to indemnify and/or reimburse the Trustee on account of the Deposited Property pursuant to the provisions of this Deed.

18.10 Deduction of Tax

Before making any distribution or other payment in respect of any Unit or in respect of the fees payable under Clause 15, the Trustee may make such deductions as by the law of Singapore or by the law of any other country in which such payment or distribution is made the Trustee is required or entitled to make in respect of any Income or other taxes, charges or assessments whatsoever. The Trustee may also deduct the amount of any stamp duties or other governmental taxes or charges payable by it or for which it may be made liable in respect of such distribution or payment or any documents signed by it in connection therewith. The Trustee shall not be liable to account to any Holder, the Manager or otherwise for any payment made or suffered to be made by the Trustee in good faith and in the absence of fraud, gross negligence, wilful default, breach of this Deed or breach of trust to any duly empowered fiscal authority of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under this Deed notwithstanding that any such payments ought not to be or need not have been made or suffered to be made.

18.11 Trustee Not Bound to Check Valuations

The Trustee shall not be responsible for verifying or checking any valuation of the Deposited Property or any calculation of the prices at which Units or (in the event that the Trust is part of a Stapled Group) Stapled Securities are to be issued or realised, except as herein expressly provided or as required by the Property Funds Appendix, but shall be entitled at any time to require the Manager to justify the same.

18.12 Destruction of Documents

Subject to any Relevant Laws, Regulations and Guidelines, the Trustee (or the Manager or its agents with the approval of the Trustee) shall (subject as hereinafter provided) be entitled to destroy:

18.12.1 all distribution mandates which have been cancelled or lapsed at any time after the expiration of six years from the date of cancellation or lapse thereof;

18.12.2 all notifications of change of address after the expiration of one year from the date of the recording thereof;

18.12.3 all forms of proxy in respect of any meeting of Holders, one year from the date of the meeting at which the same are used; and

18.12.4 the Register as well as statements and other records and documents relating to the Trust at any time after the expiration of six years from the termination of the Trust.

Neither the Trustee nor the Manager nor its agents shall be under any liability whatsoever in consequence thereof and unless the contrary be proved every document so destroyed shall be deemed to have been a valid and effective instrument in accordance with the recorded particulars thereof.

PROVIDED THAT:

- (i) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant;
- (ii) nothing in this Clause 18.12 shall be construed as imposing upon the Trustee or the Manager or its agents any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of Clause 18.12 are not fulfilled; and
- (iii) references herein to the destruction of any document include references to the disposal thereof in any manner.

18.13 Acts of Trustee

18.13.1 Any provision in this Deed providing for any act or matter to be done by the Trustee may (if the Trustee is a corporation) be performed on behalf of the Trustee by any officer or responsible official of the Trustee and any act or matter so performed shall be deemed for all the purposes of this Deed to be the act of the Trustee.

18.13.2 The Trustee shall not be liable to account to any Holder or otherwise for any payment made or suffered to be made by the Trustee in good faith to any duly empowered authority of the Republic of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under this Deed notwithstanding that any such payments ought not to be or need not have been made or suffered to be made.

18.13.3 The Trustee and the Manager shall be entitled to rely absolutely on any declaration of identity and tax residence or any information otherwise relevant for tax purposes (where applicable) which may be received from a Holder or prospective Holder or applicant for Units or (in the event that the Trust is part of a Stapled Group) Stapled Securities.

18.13.4 Any liability incurred and any indemnity to be given by the Trustee shall be limited to the Deposited Property of the Trust over which the Trustee has recourse

PROVIDED THAT the Trustee had acted without fraud, gross negligence, wilful default, breach of this Deed or breach of trust.

- 18.13.5 The Trustee may in relation to the acquisition, holding or divestment of any Investment with the concurrence of the Manager utilise its own services or the services of any Associate of the Trustee (if such Associate is a Banker) on an arm's length basis and on normal commercial terms without there being any liability to account therefor and any charges or expenses properly and reasonably incurred shall be payable out of the Deposited Property.
- 18.13.6 Subject to the duties and obligations of the Trustee under this Deed, the Trustee shall at all times be entitled to rely on the recommendations, certifications and representations of the Manager in relation to the Trust and shall not be liable for any act or omission of the Manager in relation to the Trust save where the Trustee is fraudulent, grossly negligent or in wilful default.
- 18.13.7 Unless otherwise expressly provided in this Deed, where any consent is given, discretion is exercised or opinion is formed by the Trustee in respect of the Trust or any matter contained in this Deed which is expressed to be within the responsibility of the Trustee, the Trustee shall give such consent, exercise such discretion or form such opinion only after it has received the recommendation of the Manager and considered such recommendation.
- 18.13.8 In the absence of fraud, gross negligence, wilful default, breach of this Deed or breach of trust by the Trustee, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith hereunder.
- 18.13.9 Subject to the Property Funds Appendix, if applicable, nothing contained in this Deed shall prevent the Trustee from owning, holding, disposing of or otherwise dealing with Units, with the same rights as any other Holder of Units and the Trustee may buy, hold and deal in any Investments upon its own account notwithstanding that similar Investments may be held under this Deed as part of the Deposited Property. The Trustee shall not be liable to account to the Holders or the Manager for any profits or benefits made or derived by or in connection with any such transaction permitted as aforesaid PROVIDED THAT such transactions are effected on an arm's length basis and on normal commercial terms.
- 18.13.10 Subject to Clause 34, the Trustee shall ensure that any data received by the Trustee on behalf of the Trust is collected, stored, maintained and used in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012), where applicable.

18.14 Powers of Trustee

Subject to the provisions of this Deed and without in any way affecting the generality of the foregoing, the Trustee on the recommendation of the Manager in writing shall be deemed to have full and absolute powers of, in respect of the Trust:

- 18.14.1 purchasing or selling any part of the Deposited Property for Cash or Authorised Investments including the granting or purchasing of options;
- 18.14.2 leasing, sub-leasing, licensing and sub-licensing or procuring the leasing, sub-leasing, licensing and sub-licensing by any relevant Special Purpose Vehicle, real and personal property to and accepting surrenders thereof from any person including any Associate of the Manager with power to compromise with lessees, sub-lessees, licensees, sub-licensees and others as well as to execute and pay for repairs and improvements;
- 18.14.3 instituting, prosecuting, compromising and defending legal proceedings including legal proceedings instituted to secure compliance with the provisions of this Deed and the terms of any Prospectus and legal proceedings instituted to recover any loss suffered by Holders in respect of their investment under this Deed subject always to Clause 18.8;
- 18.14.4 entering into, performing and enforcing agreements;
- 18.14.5 issuing powers of attorney to appoint any person to be the attorney for the Trustee, PROVIDED THAT any power of attorney appointing the Manager as the attorney of the Trustee shall not permit the Manager to enter into any interested party transaction or interested person transaction (both as referred to in Clause 16), which transaction value exceeds 3.0% of the Net Asset Value of the Deposited Property;
- 18.14.6 insuring the Investments of the Trust pursuant to Clause 10.16;
- 18.14.7 attending and voting at meetings of corporations, shares in the capital of which are Investments;
- 18.14.8 subject to Clause 10.12.2, lending, borrowing or raising moneys or any other fund raising or financing with or without security for the purposes of the Trust and so long as the Trust is part of a Stapled Group, for on-lending moneys to any other entity in the Stapled Group;
- 18.14.9 creating, giving, renewing, altering or varying any mortgage, charge or other encumbrance over the Deposited Property or any part thereof in accordance with Clause 10.12 to secure the payment of any money or the performance of any obligation whatsoever or howsoever arising of any person upon such terms and conditions as the Trustee and the Manager may think fit and discharging wholly or partially any such mortgage charge or other encumbrance;
- 18.14.10 so long as the Trust is part of a Stapled Group, lending moneys out of the Deposited Property to any other entity in the Stapled Group pursuant to Clause 10.12;
- 18.14.11 giving in favour of any person any guarantee or indemnity or any guarantee and indemnity for the payment of money or for the performance of any obligation whatsoever or howsoever arising of any person and the Trustee may secure any

part or parts of the Deposited Property;

- 18.14.12 developing, building, demolishing, altering, repairing, extending, rebuilding, improving, replacing or reconstructing any Investment in whole or in part;
- 18.14.13 subdividing or consolidating into lots any Real Estate for the time being comprised in the Deposited Property and for such purpose or otherwise to dedicate, vest in, transfer or grant to the Singapore Government or any government or other authority or any person any portion of such Real Estate or any rights therein or to accept any grant or transfer from the Singapore Government or any government or other authority or any person of any portion of Real Estate or any rights therein and any similar arrangements facilitating the development or other work specified in Clause 18.14.12;
- 18.14.14 paying any outgoings connected with the Deposited Property or this Deed which are not otherwise payable by the Manager, including, without limitation, all taxes imposed in connection with the Deposited Property;
- 18.14.15 approving annual budgets prepared by the Manager for the Trust and the management and operation of the Investments of the Trust;
- 18.14.16 in relation to each Special Purpose Vehicle and each Treasury Company owned by the Trust, incorporating or otherwise establishing and liquidating, winding up or otherwise terminating such Special Purpose Vehicle or Treasury Company and transferring any Authorised Investment held by any one Special Purpose Vehicle or Treasury Company to another Special Purpose Vehicle or Treasury Company (where applicable);
- 18.14.17 entering into agreements or deeds for Units to be issued Stapled together with another Security or other Securities;
- 18.14.18 generally, on the recommendations of the Manager, managing and turning to account the Investments;
- 18.14.19 exercising all the rights, powers and authorities vested in the Trustee by virtue of its ownership of the Deposited Property or otherwise by any statute, the common law or rules of equity; and
- 18.14.20 doing such other things as may appear to the Trustee to be incidental to any or all of the above powers,

and none of the provisions of this Clause 18.13.10 shall be read down to limit (i) the powers conferred on the Trustee by any of the other provisions and each provision shall be severally considered or (ii) the powers of the Trustee under the Trustees Act or (iii) any powers of the Trustee under the Relevant Laws, Regulations and Guidelines; provided, for the avoidance of doubt, nothing in this Clause 18.14 limits the powers and responsibilities of the board of directors (or other governing body) of a subsidiary of the Trust or the right of

any subsidiary of the Trust to take any action duly authorised by its shareholders and/or board of directors or other governing body under the laws of its jurisdiction of formation, and the charter, bylaws, or other governing documents, of such subsidiary of the Trust.

18.15 Appointments of Agents and Experts by Trustee

Without in any way affecting the generality of the foregoing and subject to Clause 20.2, the Trustee for the purpose of carrying out and performing the duties and obligations on its part as owner of the Investments of the Trust may:

18.15.1 appoint and engage any independent financial advisers (and if appropriate, without being required to consult the Manager in any such appointment) auditors, Approved Valuers, legal practitioners, accountants, surveyors, real estate agents, contractors, qualified advisers and such other persons as may be necessary, usual or desirable for the purpose of exercising its powers and performing its obligations and all reasonable and proper fees, charges and moneys payable to any such persons and all disbursements, expenses, duties and outgoings properly chargeable in respect thereof shall be borne out of the Deposited Property and, where applicable, such person appointed or engaged must comply with the qualifications set out in the Property Funds Appendix; and

18.15.2 on the Manager's recommendation, appoint and engage any real estate agents or hotel managers or service providers or such other persons in relation to the project management, development, leasing, lease management, marketing, property management, purchase or sale of any of the Investments (PROVIDED THAT, if such persons are Related Parties of the Manager, the Related Parties shall provide such services to the Trust on an arm's length basis and on normal commercial terms, and be in compliance with the Property Funds Appendix) and pay to such persons in respect of their services such fees as are commercially reasonable or usual and which shall be borne out of the Deposited Property as an expense of the Trust PROVIDED FURTHER THAT any such person appointed or engaged be approved by the Trustee and, where applicable, such person appointed or engaged must comply with the qualifications set out in the Property Funds Appendix.

And for the avoidance of doubt, the Trustee shall not be liable for any act or omission of such persons appointed by it if it has acted in good faith and without fraud, gross negligence, wilful default, breach of this Deed or breach of trust in the appointment of such persons.

19. Concerning the Manager

19.1 Manager's Activities

Subject always to the requirements of the Code, the Property Funds Appendix, the Listing Rules (and the listing rules of any other relevant Recognised Stock Exchange) and the Tax Ruling (where applicable), the Manager shall carry out all activities as the Manager may deem necessary for the management of the Trust and its business. Without limiting the generality of the foregoing, and subject to Clause 19.9, the Manager shall, in managing the

Trust and its business, undertake the following activities:

- 19.1.1 develop a business plan for Real Estate in the short, medium and long term with a view to maximising the Income of the Trust;
- 19.1.2 purchase, transfer, acquire, hire, lease, license, exchange, dispose of, convey, surrender or otherwise deal with any Real Estate in furtherance of the investment policy and prevailing investment strategy of the Trust;
- 19.1.3 supervise and oversee the management of Real Estate (including but not limited to lease audit, systems control, data management and business plan implementation) in accordance with the provisions of this Deed;
- 19.1.4 generally advise on and procure through service providers under Clause 19.9 the maintenance of any Real Estate, including but not limited to such repair, painting, alteration, rebuilding and/or improvement of any Real Estate or Real Estate Related Asset which the Manager considers to be necessary or desirable;
- 19.1.5 prepare annual budgets for the Trust and the management and operation of the Investments of the Trust;
- 19.1.6 manage the preparation and production of annual performance reports as required by the relevant authorities for the Trust;
- 19.1.7 make the necessary announcements in relation to the Trust as may be required by the Listing Rules or the listing rules of any other relevant Recognised Stock Exchange;
- 19.1.8 make the necessary disclosures and/or reporting of information in relation to the Trust as may be required by the Relevant Laws, Regulations and Guidelines (including but not limited to the laws on reporting of derivatives contracts);
- 19.1.9 lodge statutory returns;
- 19.1.10 prepare and monitor the financial and statutory accounts of the Trust;
- 19.1.11 manage all tax affairs of the Trust and ensuring the Trust complies with all applicable tax requirements including, but not limited to, the United States Foreign Account Tax Compliance Act, the withholding foreign partnership agreement between the Trust and the U.S. Internal Revenue Service, general U.S. tax withholding and compliance requirements, the Standard for Automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development and the matters specified in Clause 21.4 and appointing advisors as required;
- 19.1.12 act in the best interests of the Trust (subject to, in the event that the Trust is part of a Stapled Group, the overriding best interests of the Stapled Group, as permitted under all applicable laws, regulations and guidelines) and provide diligent and

responsible management of the assets and Liabilities;

- 19.1.13** ensure the proper, smooth and efficient performance of its obligations under this Deed or under law and legislative requirements;
- 19.1.14** give directions to the Trustee to ensure the smooth and efficient performance of the Trustee's duties under this Deed or under law or legislative requirements (including but not limited to the Trustee's duties in Clause 11.10 and Clause 21.4);
- 19.1.15** determine if any Taxes, expenses, outgoings, losses debts or obligations will be paid or borne out of the capital or Income of the Trust;
- 19.1.16** institute, defend, conduct, settle, discontinue or compromise legal proceedings as the Manager, with the approval of the Trustee, deems fit;
- 19.1.17** undertake primary management activities in relation to the Trust, including but not limited to:
- (i) overall strategy formulation;
 - (ii) new acquisition and disposal analysis;
 - (iii) marketing and communications;
 - (iv) individual asset performance and business planning; and
 - (v) market performance analysis;
- 19.1.18** manage Real Estate and Real Estate Related Assets through the procurement of service providers under Clause 19.9 to carry out specified activities, including but not limited to:
- (i) onsite and mobile property management;
 - (ii) property presentation and maintenance;
 - (iii) budget preparation for individual buildings;
 - (iv) leasing services including but not limited to new leases, review and renewals;
 - (v) at-call customer services;
 - (vi) rent or licence fee collection; and
 - (vii) arrears control;
- 19.1.19** manage the finances of the Trust, including but not limited to:

- (i) account preparation;
- (ii) capital management;
- (iii) co-ordination of the budget process;
- (iv) forecast modelling;
- (v) performance analysis and reporting;
- (vi) corporate treasury functions; and
- (vii) ongoing financial market analysis;

19.1.20 develop and maintain investor relations, including but not limited to:

- (i) customer service to the investors;
- (ii) complaints handling;
- (iii) Register analysis;
- (iv) information co-ordination and distribution;
- (v) co-ordination of investor and analyst briefing and marketing;
- (vi) co-ordination of media releases and stock exchange announcements;
- (vii) corporate branding; and
- (viii) liaise with and respond to queries from the public in relation to the Trust;

19.1.21 ensure legal and corporate compliance in relation to Real Estate and Real Estate Related Assets, including but not limited to:

- (i) legal support on acquisitions, divestments and leasing;
- (ii) due diligence;
- (iii) compliance with relevant regulators' rules and procedures and this Deed;
- (iv) reporting to and communicating with the Audit and Compliance Committee;
and
- (v) maintenance of appropriate licences and regulatory approvals;

19.1.22 **manage and supervise service providers** appointed under Clause 19.9 for the conduct of project leasing, marketing and customer relationship management activities, including but not limited to:

- (i) leasing of existing properties and new developments;
 - (ii) co-ordination of external agents;
 - (iii) co-ordination of marketing materials;
 - (iv) competitor analysis; and
 - (v) customer relationship management programme, including but not limited to reviewing of future business needs for existing tenants and new business developments;
- 19.1.23** carry out the repurchase and/or redemption of Units if at any time the Trust or Units becomes Unlisted in accordance with the provisions of this Deed, the Code or any Relevant Laws, Regulations and Guidelines, and in respect of any terms which are necessary to carry out such repurchase and/or redemption but are not prescribed by this Deed, the Code, the Listing Rules or any Relevant Laws, Regulations and Guidelines, such terms shall be determined by mutual agreement between the Manager and the Trustee;
- 19.1.24** prepare such property market reports which the Manager considers to be relevant and appropriate;
- 19.1.25** prepare, issue and, if necessary, lodge any Listing Document or Prospectus pursuant to or required by the Securities and Futures Act, the Listing Rules or any requirement of the SGX-ST or any Recognised Stock Exchange or any circular, offer information statement, explanatory memorandum, publicity material, sales literature or other documents in connection with the Trust, the issuance of Units by themselves or Stapled together with another Security or other Securities or determining and publishing the Current Unit Value, any Issue Price or any Repurchase Price;
- 19.1.26** if necessary, enter into agreements for placement, offer, subscription and/or underwriting of issues of new Units (including the provision of any representation, warranty, undertaking or the granting of any guarantee and/or indemnity in relation thereto) or agreements or deeds to issue new Units Stapled together with another Security or other Securities;
- 19.1.27** attending and voting or procuring the attendance and voting of such persons appointed by the Trustee (on the recommendation of the Manager) at meetings of corporations or entities, the shares or equity interests in the capital of which are Investments which form part of the Deposited Property and in particular, representing the Trust at the Special Purpose Vehicle level, for example, at board meetings of the Special Purpose Vehicle, where applicable;
- 19.1.28** ensuring that any data received by the Manager on behalf of the Trust is collected, stored, maintained and used in compliance with the Personal Data Protection Act

2012 (No. 26 of 2012), where applicable;

19.1.29 provide development management services to the Trust in respect of Development Projects; and

19.1.30 carry out such other activities as the Manager may consider necessary from time to time.

19.2 Manager not Responsible for Errors of Judgement

The provisions of this Clause 19.2 are subject to Clause 19.9. The Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers of the Manager and the Manager shall not be liable for anything done or suffered to be done or omitted to be done in reliance upon such advice or information PROVIDED THAT the Manager has acted in good faith and with due care in the appointment thereof. The Manager shall not be responsible for any misconduct, mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of any such banker, accountant, broker, lawyer, agent or other person as aforesaid PROVIDED FURTHER THAT the Manager has acted in good faith and with due care in the appointment thereof. Any such advice or information may be obtained or sent by letter, telex message, facsimile or other electronic means and the Manager shall not be liable for acting in good faith and in the absence of fraud, gross negligence, wilful default or breach of this Deed on any advice or information purported to be conveyed by any such letter, telex message, facsimile or other electronic means although the same contains some error or shall not be authentic. Notwithstanding the above, the Manager shall be responsible at all times for the management of the Trust and the investment of the Deposited Property.

19.3 Manager's Discretion Absolute

Except if and so far as herein otherwise expressly provided the Manager shall as regards all the powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of fraud, gross negligence, wilful default or breach of this Deed, the Manager shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof. Notwithstanding the above, the Manager shall be responsible at all times for the exercise or non-exercise of its powers, authorities and discretions in respect of the management of the Trust and the investment of the Deposited Property.

19.4 Manager to Prepare Cheques and Warrants

It shall be the duty of the Manager or its agent to prepare all cheques, warrants, statements and notices which the Trustee has to issue, send or serve as hereby provided, to stamp the same as necessary and (where authorised by the Trustee) to sign the same on behalf of the Trustee and despatch them on the day on which they ought to be despatched or (otherwise) to deposit the same (with the necessary stamped and addressed envelopes) with the Trustee so as to afford the Trustee ample time to examine and sign the same and despatch

them on the proper day.

19.5 Good Faith of Manager

In the absence of fraud, gross negligence, wilful default or breach of this Deed by the Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith hereunder.

19.6 Limitation of Liability of Manager

The Manager shall not be under any liability except such liability as may be assumed by it under this Deed nor shall the Manager (save as herein otherwise appears) be liable for any act or omission of the Trustee.

19.7 Manager Free to Carry on Transactions

Nothing herein shall prevent the Manager or any Related Party thereof from contracting or entering into any financial, banking or any other type of transaction with the Trustee (when acting other than in its capacity as trustee of the Trust) or any Associate of the Trustee or any Holder or any company or body any of whose Securities form part of the Deposited Property or from being interested in any such contract or transaction, PROVIDED THAT any such transaction shall be on an arm's length basis and on normal commercial terms. The Manager or any Related Party thereof shall not be liable to account to the Trustee or to the Holders or any of them, for any profits or benefits or other commissions made or derived from or in connection with any such transaction.

19.8 Books

The Manager or its agent shall keep or cause to be kept proper books of accounts and records in which shall be entered all transactions effected by the Manager for the account of the Trust and shall permit the Trustee from time to time on demand to examine and take copies of or extracts from any such books.

19.9 Appointment of Agents and Experts by Manager

Without in any way affecting the generality of its powers, **the Manager** in managing the Trust and in carrying out and performing the duties and obligations on its part herein contained **may with the written consent of the Trustee appoint such person or persons to exercise any or all of its powers and discretions and to perform all or any of its obligations under this Deed** PROVIDED THAT the Manager shall be liable for all acts and omissions of such persons as if such acts or omissions were its own acts or omissions. Without limiting the generality of the foregoing, **the Manager may with the written consent of the Trustee:**

19.9.1 by power of attorney appoint any person to be attorney, agent or delegate of the Manager for such purposes and with such powers and authorities as it thinks fit, with power for the attorney or agent to sub-delegate any such powers, authorities or discretions and also to authorise the issue in the name of the Manager of

documents bearing facsimile signatures of the Manager or of the attorney or agent either with or without proper manuscript signatures of its officers thereon and may appoint by writing or otherwise any person to be sub-agent of the Manager as the Manager thinks necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Manager) as it thinks fit PROVIDED THAT the Manager shall be liable for all acts or omissions of any such attorney, agent, delegate, sub-delegate or sub-agent as if such acts or omissions were its own acts or omissions, and shall be solely responsible for the remuneration of any such attorney, agent, delegate, sub-delegate or sub-agent;

19.9.2 appoint and engage or direct the Trustee to appoint and engage any Approved Valuers, brokers, lawyers, accountants, surveyors, real estate agents, contractors, investment managers, investment advisers, qualified advisers, service providers and such other persons as may be necessary, usual or desirable for the purpose of exercising its powers and performing its obligations hereunder and subject as otherwise expressly provided in this Deed, all fees, charges and moneys payable to any such persons and all disbursements, expenses, duties and outgoings in relation thereto shall be paid from the Deposited Property PROVIDED THAT any such person appointed or engaged be approved by the Trustee and, where applicable, such person appointed or engaged must comply with the requirements and qualifications set out in the Property Funds Appendix; and

19.9.3 appoint and engage or direct the Trustee to appoint and engage any real estate agents or hotel managers or service providers or such other persons in relation to the project management, development, leasing, lease management, marketing, property management and purchase or sale of any of the Investments (PROVIDED THAT, if such persons are Related Parties of the Manager, such persons shall, in such event, provide such services to the Trust on an arm's length basis and on normal commercial terms, and be in compliance with the Relevant Laws, Regulations and Guidelines, including the Property Funds Appendix) and pay to such persons in respect of their services such fees as are commercially reasonable or usual and are approved by the Trustee and which shall be borne out of the Deposited Property as an expense of the Trust PROVIDED FURTHER THAT any such person appointed or engaged be approved by the Trustee and, where applicable, such person appointed or engaged must comply with the requirements and qualifications set out in the Property Funds Appendix.

19.10 Indemnity Out of Deposited Property

Subject as herein expressly provided and without prejudice to any right of indemnity at law given to the Manager, the Manager shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Manager to have recourse to the Deposited Property or any part thereof, save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of this Deed by the Manager.

19.11 Directors of the Manager

The Manager hereby covenants that:

- 19.11.1** all directors of the Manager shall be natural persons;
- 19.11.2** a director of the Manager shall not vote in respect of any contract or arrangement or any other proposal whatsoever being proposed for the Trust in which he has any personal material interest, directly or indirectly;
- 19.11.3** the office of a director of the Manager shall be vacated in any of the following events:
- (i) if the director becomes of unsound mind or if in Singapore or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention; or
 - (ii) if the director shall have a bankruptcy order made against him or shall compound with his creditors generally;
- 19.11.4** a managing director (or person holding an equivalent position) of the Manager shall at all times be subject to the control of the board of directors of the Manager but subject thereto, the board of directors of the Manager may from time to time entrust to and confer upon a managing director (or person holding an equivalent position) for the time being such of the powers as they may think fit and may confer such powers for such time and to be exercised on such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the directors of the Manager in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers;
- 19.11.5** the continuing directors of the Manager may act notwithstanding any vacancies, but if and so long as the number of directors of the Manager is reduced below the minimum number fixed by or in accordance with the Constitution of the Manager, the continuing directors of the Manager or director of the Manager may act for the purpose of filling up such vacancies or of summoning general meetings of the Manager, but not for any other purpose (except in an emergency). If there be no directors of the Manager or director of the Manager able or willing to act, then any two members of the Manager may summon a general meeting of the Manager for the purpose of appointing directors of the Manager;
- 19.11.6** any director of the Manager may at any time by writing under his hand and deposited at the office of the Manager, or delivered at a meeting of the directors of the Manager, appoint any person approved by a majority of the directors of the Manager (other than another director of the Manager) to be his alternate director and may in like manner at any time terminate such appointment. A person shall not act as alternate director to more than one director of the Manager at the same time;
- 19.11.7** where a director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds, he must immediately resign from the

board of directors of the Manager; and

- 19.11.8** in case of an equality of votes at a board meeting of the Manager (except where only two directors of the Manager are present and form the quorum or when only two directors of the Manager are competent to vote on the question in issue) the chairman of the meeting of the directors of the Manager shall have a second or casting vote.

20. Covenants by the Manager and Trustee

20.1 Covenants by Manager

In addition to the other covenants of the Manager as set out in this Deed, the Manager hereby covenants as follows:

- 20.1.1** that it will use its best endeavours to carry on and conduct its business in a proper and efficient manner and will ensure that the Trust is carried on and conducted in a proper and efficient manner in the best interests of the Holders as a whole (subject to, in the event that the Trust is part of a Stapled Group, the overriding best interests of the holders of Stapled Securities, as permitted under the Relevant Laws, Regulations and Guidelines and all other applicable laws, regulations and guidelines);
- 20.1.2** that it will pay to the Trustee within five Business Days after its receipt by the Manager of any moneys which are payable hereunder by the Manager to the Trustee. No interest is payable on such moneys and the Manager shall not be obliged hereunder to place any such moneys in interest-bearing accounts, but in the event that such moneys are so placed in interest-bearing accounts, the Trust shall have the benefit of any interest accruing to such moneys in the interim;
- 20.1.3** that it will issue, redeem or repurchase Units based on the Net Asset Value of the Deposited Property or otherwise in accordance with the provisions of this Deed, the Code or any Relevant Laws, Regulations and Guidelines;
- 20.1.4** that it will, to the same extent as if the Trustee were a director of the Manager, (i) make available to the Trustee or its representative, or any approved company auditor appointed by the Trustee, within a reasonable time the whole of the books of the Manager (whether kept at the registered office of the Manager or elsewhere) for inspection and (ii) give to the Trustee or its representative or any such auditor within a reasonable time such oral or written information as it or he requires with respect to all matters relating to the undertaking, scheme or enterprise of the Manager or any property (whether acquired before or after the date hereof) of the Manager or otherwise relating to the affairs thereof;
- 20.1.5** that it will make available or ensure that there is made available to the Trustee or representative within a reasonable time such oral or written information as the Trustee or representative requires with respect to all matters relating to the Trust;

- 20.1.6 that, after the Listing Date, it will send to Holders, within such period as may be prescribed by the relevant authorities or the Relevant Laws, Regulations and Guidelines, an annual report disclosing the matters set out in the Property Funds Appendix and any other matters as may be prescribed by the relevant authorities PROVIDED THAT the first annual report to be sent after the Listing Date shall be in respect of the period from the Listing Date to 31 December 2020;
- 20.1.7 that it will, and will use its best endeavours to ensure that its Related Parties will, conduct all transactions with or for the Trust on an arm's length basis and on normal commercial terms;
- 20.1.8 that it will not pay or cause to be paid any fees out of the Trust that have not been provided for in this Deed;
- 20.1.9 that it will at all times after the Listing Date, comply with the Tax Ruling (where applicable), the Code, Property Funds Appendix and the Listing Rules (and the listing rules of any other relevant Recognised Stock Exchange);
- 20.1.10 that it will keep or cause to be kept such books as will sufficiently explain the transactions and financial position of the Trust and enable true and fair accounts to be prepared from time to time and in such manner as will enable such books to be conveniently and properly audited;
- 20.1.11 that it will prepare or cause to be prepared the Accounts (and, if applicable, the semi-annual reports) and annual reports (and, if applicable, the semi-annual report) relating to the Trust in the language of the Prospectus, in accordance with the Code;
- 20.1.12 that it will not permit a material change to its business (such that property fund management becomes an ancillary business); and
- 20.1.13 that it will execute or procure the execution of such other documents and carry out or procure the carrying out of such other acts as may be necessary to give effect to this Deed.

20.2 Covenants by Trustee

The Trustee hereby covenants as follows:

- 20.2.1 that it will exercise all due care, diligence and vigilance in carrying out its functions and duties and in safeguarding the rights and interests of Holders;
- 20.2.2 that it will cause the Accounts to be audited at the end of each Financial Year by the Auditors in accordance with the Code, and to ensure that the report of the auditor is prepared in the language of the Prospectus;
- 20.2.3 that, after the Listing Date, it will send or cause to be sent to each Holder or (as the case may be) the Depository (in respect of the Depositors) the Accounts of the Trust (and, if applicable, the semi-annual accounts) together with the report of the

Auditors thereon and the annual report (and, if applicable, the semi-annual report) on the Trust, within such period as may be prescribed by the relevant authorities, in accordance with the Relevant Laws, Regulations and Guidelines PROVIDED THAT the first annual report to be sent after the Listing Date shall be in respect of the period from the Listing Date to 31 December 2020;

- 20.2.4 that it will send or cause to be sent to the Manager all notices, reports, accounts, circulars and other documents which are received by it or on its behalf as the holder of any Authorised Investment for the time being constituting part of the Deposited Property;
- 20.2.5 that it will conduct all transactions with or for the Trust on an arm's length basis and on normal commercial terms;
- 20.2.6 that it will at all times, after the Listing Date, comply with the Tax Ruling (where applicable), the Code, the Property Funds Appendix and the Listing Rules (and the listing rules of any other relevant Recognised Stock Exchange); and
- 20.2.7 that it will duly perform and comply with all obligations imposed on it by any agreement it enters into as trustee of the Trust.

20.3 Overriding Provision – Duties in relation to Stapling

Notwithstanding any other provision of this Deed, in exercising any power or discretion conferred on it (including carrying out any of the relevant party's functions and duties under this Deed and identifying Holders' rights and interests), the Manager and the Trustee may, subject to the Relevant Laws, Regulations and Guidelines, while Stapling applies, have regard to the interests of the holders of the Stapled Securities as a whole and not to the interests of the Holders alone.

21. Accounts

21.1 Preparation and Laying of Accounts before Annual General Meetings

- 21.1.1 The Manager shall cause to be prepared the Accounts which shall contain such statements, reports and information as may be required by the Relevant Laws, Regulations and Guidelines. In particular, for so long as the Trust is authorised as a collective investment scheme under the Securities and Futures Act, the Trustee and the Manager shall cause to be prepared a statement of total return of the Trust for the period since the preceding Accounts (or in the case of the first Account, since the constitution of the Trust) made up to a date not more than four months before the date of the Annual General Meeting shall be laid before the meeting, accompanied by a balance sheet of the Trust as at the date to which the statement of total return is made up, being a balance sheet that gives a true and fair view of the state of affairs of the Trust as at the end of the period to which it relates. The period covered by the Accounts shall be the relevant Financial Year.

21.1.2 The statement of total return and balance-sheet of the Trust presented at the Annual General Meeting shall be accompanied by a statement signed by the Manager stating whether in its opinion the statement of total return of the Trust gives a true and fair view of the results of the business of the Trust for the period covered, whether the balance sheet of the Trust gives a true and fair view of the state of affairs of the Trust as at the end of that period, and whether at the date of the statement there are reasonable grounds to believe that the Trust will be able to pay its debts as and when they fall due.

21.2 Accounting Principles

Such Accounts (including the statement of total return and balance sheet of the Trust referred to in Clause 21.1) shall be prepared in accordance with this Deed and International Financial Reporting Standards, so as to present fairly the state of affairs of the Trust at the end of the relevant Financial Year and of the results, movements in Holders' funds and cash flow of the Trust for the Financial Year then ended.

21.3 Audit

Such Accounts (including the statement of total return and balance-sheet of the Trust referred to in Clause 21.1) shall be audited by the Auditors and shall be accompanied by a report of the Auditors stating whether, in their opinion, the Accounts are properly drawn up in accordance with this Deed and International Financial Reporting Standards, so as to give a true and fair view of the state of affairs of the Trust at the end of the relevant Financial Year and of the results, movements in Holders' funds and cash flow of the Trust for the Financial Year then ended.

21.4 United States Tax Matters

21.4.1 Status as a Partnership

The Trust has elected to be classified as a partnership for United States federal income tax purposes on a timely filed U.S. Internal Revenue Service Form 8832. Thereafter, no election shall be made by the Trustee or any Holder to (i) exclude the Trust from the application of the provisions of subchapter K of chapter 1 of subtitle A of the IRC, or (ii) treat the Trust as an association taxable as a corporation for United States federal income tax purposes pursuant to United States Treasury Regulations Section 301.7701-3(c).

21.4.2 Allocations of Profits and Losses

For United States federal income tax purposes, all of the Trust's profits and losses (determined in accordance with the rules of Section 704 of the IRC and the United States Treasury Regulations promulgated thereunder) shall be allocated on each record date to the Holders in accordance with the ratio of the number of Units held by such Holder to the total number of all outstanding Units except to the extent determined by the Manager. Any such determination by the Manager shall be made

after giving due regard to the IRC (including the requirements of Section 704(c), 706, 708, 732(d), 734 and 743 thereof), the United States Treasury Regulations promulgated thereunder and such other relevant guidance as may be issued by the United States Department of the Treasury.

21.4.3 Characterisation of Manager's Relationship with the Trust

Consistent with the Manager's rights and responsibilities under both Singapore Law and under this Deed (including Clause 19.1 (relating to the Manager's activities) and Clauses 15.1 and 15.2 (relating to the Manager's fees)) other than those rights it obtains by virtue of its unitholdings), and consistent with the formal documentation of the same under this Deed and elsewhere, the parties intend that for all purposes, including United States federal income tax purposes, (A) the Manager's rights and responsibilities as Manager (as opposed to its rights and responsibilities as a Holder) under this Deed (i) are solely contractual in nature, (ii) do not result in the Manager becoming an owner of the Trust or any of the Deposited Property, and (iii) do not result in the Manager becoming a partner with the Trustee or any Holder by virtue of such rights and responsibilities, and (B) the fees paid to Manager in its capacity as such do not represent a distributive share of partnership income or gain under Section 704 of the IRC. The Manager's, the Trustee's, and the Holders' United States federal income tax reporting shall be performed accordingly.

22. Auditors

22.1 Appointment and Removal of Auditors

For so long as the Trust is Listed, the Auditors shall, subject to the provisions of this Clause 22, be appointed by an Ordinary Resolution duly passed by Holders or (as the case may be) Depositors at each Annual General Meeting to be convened. The Auditors so appointed shall hold office until the conclusion of the next Annual General Meeting, unless they resign or are removed, and are replaced by other Auditors, in accordance with this Clause 22.

Where the Trust is Unlisted, and Fortress Empire Group Ltd and Regal Empire Ventures Ltd are the only Holders of the Units, the Auditors shall be appointed by the Manager (with the consent of the Trustee) in accordance with the Relevant Laws, Regulations and Guidelines and shall comply with any requirements/restrictions set out in the Relevant Laws, Regulations and Guidelines.

22.2 Voluntary Retirement

The Auditors may resign and voluntarily retire by notice in writing to the Manager. Upon the retirement of the Auditors, the Manager shall (with the consent of the Trustee) appoint other Auditors in their place by an Ordinary Resolution duly passed at a meeting of Holders or (as the case may be) Depositors.

For so long as the Trust is Unlisted, and the Manager is the only Holder of the Units, the Auditors shall be appointed by the Manager (with the consent of the Trustee) in accordance

with the Relevant Laws, Regulations and Guidelines and shall comply with any requirements/restrictions set out in the Relevant Laws, Regulations and Guidelines.

22.3 Removal by Extraordinary Resolution

The Auditors may be removed, and other Auditors appointed in their place, by an Extraordinary Resolution duly passed at a meeting of Holders.

22.4 Fees of Auditors

The fees (including disbursements) of the Auditors in connection with the audit of the Accounts referred to in Clause 21 shall be fixed at the Annual General Meeting, and if so authorised by Holders or (as the case may be) Depositors at the last preceding Annual General Meeting, by the Manager.

Such fees (including disbursements) of the Auditors shall be borne out of the Deposited Property.

22.5 Costs of Removal

Any costs and expenses incurred in connection with the removal or retirement of the Auditors under this Clause 22 shall be payable out of the Deposited Property.

23. Appointment, Removal or Retirement of Trustee

23.1 Appointment of Trustee

DBS Trustee Limited is appointed as Trustee for the Holders.

23.2 Retirement of Trustee

The Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee. In the event of the Trustee desiring to retire, it shall give notice in writing to that effect to the Manager and the Manager shall use its best endeavours to appoint another person (duly approved as may be required by the law for the time being applicable to this Deed) as the new trustee for the Holders in the place of the retiring trustee upon and subject to such corporation entering into a deed supplemental hereto providing for such appointment. If no new trustee is appointed by the Manager as aforesaid within a period of three months after the date of receipt by the Manager of the Trustee's notice of retirement, the Trustee shall be entitled to appoint such person selected by it (duly approved as aforesaid) as the new trustee on the same basis as aforesaid. On retirement, the Trustee must vest the Deposited Property in the new trustee, and give the new trustee all books, documents, records and any other property held by or on behalf of the Trustee relating to the Trust in its possession.

Upon such deed or deeds being entered into, the retiring trustee shall be absolved and released from all further obligations hereunder but without prejudice to any liability or

obligation of the Trustee which may exist, have accrued or arisen prior to such retirement.

23.3 Removal of Trustee

The Trustee may be removed by notice in writing given by the Manager in any of the following events:

23.3.1 if the Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Trustee;

23.3.2 if the Trustee ceases to carry on business;

23.3.3 if the Trustee is in breach of any material obligation imposed on the Trustee by this Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the Manager, PROVIDED THAT at the end of 60 days, the cure period may be extended for such other period as may be agreed between the Manager and Trustee;

23.3.4 if the Holders by Extraordinary Resolution duly passed at a meeting of Holders held in accordance with the provisions contained in Schedule 1 and of which not less than 21 days' notice has been given to the Trustee and the Manager shall so decide; or

23.3.5 the Authority directs that the Trustee be removed.

In any of the cases aforesaid, the Manager shall appoint another person (duly approved as may be required by the law for the time being applicable to this Deed) as the new trustee of the Trust and the Trustee shall, upon receipt of such notice by the Manager, execute such deed as the Manager may require under the common seal of the Trustee to appoint the new trustee to be trustee of the Trust, and shall thereafter *ipso facto* cease to be the Trustee.

23.4 Costs of Removal

Any costs and expenses incurred in connection with the removal or retirement of the Trustee under this Clause 23 (which, for the avoidance of doubt, shall not include the costs and expenses in connection with the winding up of the Trustee) shall be payable out of the Deposited Property.

24. Removal or Retirement of Manager

24.1 Removal of Manager

The Manager may be removed by notice in writing given by the Trustee in any of the following events:

24.1.1 if the Manager goes into liquidation (except a voluntary liquidation for the purpose of

reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of its assets or a judicial manager is appointed in respect of the Manager;

- 24.1.2 if the Manager ceases to carry on business;
- 24.1.3 if the Manager is in breach of any material obligation imposed on the Manager by this Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the Trustee, PROVIDED THAT at the end of the 60 days, the cure period may be extended for such other period as may be agreed between the Manager and Trustee;
- 24.1.4 if the Holders, by a resolution passed by a simple majority of Holders present and voting (with no Holders being disenfranchised) at a meeting of Holders duly convened and held in accordance with the provisions contained in Schedule 1, decide that the Manager is to be removed;
- 24.1.5 if for good and sufficient reason the Trustee is of the opinion, and so states in writing such reason and opinion, that a change of Manager is desirable in the interests of the Holders PROVIDED THAT if the Manager within one month after such statement expresses its dissatisfaction in writing with such opinion, the matter shall then forthwith be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore, before three arbitrators, the first of whom shall be appointed by the Manager, the second of whom shall be appointed by the Trustee and the third of whom shall be appointed by the Chairman for the time being of the SGX-ST (failing which appointment, the third arbitrator shall be jointly appointed by the Manager and the Trustee) and any decision made pursuant hereto shall be binding upon the Manager, the Trustee and the Holders; or
- 24.1.6 if the Authority directs the Trustee to remove the Manager.

In any of the cases aforesaid, the Manager shall upon notice by the Trustee as aforesaid *ipso facto* cease to be the Manager and the Trustee shall by writing under its seal appoint some other corporation upon and subject to such corporation entering into such deed or deeds as the Trustee may be advised to be necessary or desirable to be entered into by such corporation in order to secure the due performance of its duties as the new manager, which deed shall if so required by the Manager, provide that the words “**Eagle Hospitality Real Estate Investment Trust**” or any abbreviation thereof shall not thereafter form part of the name of the Trust, PROVIDED THAT this provision shall not prejudice the right of the Trustee herein contained to terminate the Trust in accordance with the provisions herein.

In the event that the Manager is removed in accordance with Clause 24.1, the removed Manager shall give the new manager all books, documents, records and any other property held by or on behalf of the removed Manager relating to the Trust and take all steps within its powers as may be required or necessary to facilitate the change of Manager.

24.2 Retirement of Manager

The Manager shall have the power to retire in favour of a corporation recommended by the Manager and approved by the Trustee upon and subject to such corporation entering into such deed or deeds as mentioned in Clause 24.1. Upon such deed or deeds being entered into and upon payment to the Trustee of all sums due by the retiring manager to the Trustee under this Deed at the date thereof the retiring manager shall be absolved and released from all further obligations hereunder but without prejudice to any liability or obligation of the Manager which may exist, have accrued or arisen prior to such retirement.

Notwithstanding the foregoing, the retiring manager shall give the new manager all books, documents, records and any other property held by or on behalf of the retiring manager relating to the Trust and take all steps within its powers as may be required or necessary to facilitate the change of manager.

24.3 Appointment of New Manager

Upon any removal or retirement of the Manager, the Trustee shall appoint a new manager as soon as possible whose appointment shall be subject to (i) compliance with the Relevant Laws, Regulations and Guidelines and (ii) the approval of Holders by Ordinary Resolution.

24.4 Name of the Trust May Be Changed

Upon any removal or retirement, the removed or retiring manager may require:

24.4.1 the words "Eagle" or any abbreviation thereof to cease to form part of the name of the Trust; and

24.4.2 any signage existing on any Real Estate bearing the words "Eagle" or any abbreviation thereof be removed within seven days of the removal or retirement of the Manager, PROVIDED THAT this provision shall not prejudice the right of the Trustee herein contained to terminate the Trust in accordance with the provisions herein.

24.5 Manager's Holding of Units

Upon any removal or retirement, the removed or retiring manager shall remain entitled to all Units or (as the case may be) Stapled Securities which it holds or is deemed to hold and to be registered in the Register in respect thereof and, thereafter, shall have and exercise all rights of a Holder of such Units or (as the case may be) Stapled Securities.

24.6 Notice to Holders

The Trustee shall, as soon as practicable, after the appointment of the new manager, give notice in writing to the Holders specifying the name and address of the office of the new manager.

24.7 Costs of Removal

Any costs and expenses incurred in connection with the removal or retirement of the Manager under this Clause 24 (which, for the avoidance of doubt, shall not include the costs and expenses in connection with the winding up of the Manager) shall be payable out of the Deposited Property. For the avoidance of doubt, no termination fees are payable to the Manager upon the removal or retirement of the Manager under this Deed.

24.8 Arbitration

If pursuant to Clause 24.1.5 the matter has been referred to arbitration, the removal of the Manager shall only take effect when a decision that the Manager shall be removed is made pursuant to such arbitration.

25. Advertisements

25.1 Advertisements and Other Documents

No advertisement, circular or other document containing any statement referring to the Issue Price or sale price of Units or the payments or other benefits received or likely to be received by Holders, or containing any invitation to subscribe for or purchase Units, shall be published or caused to be published by or on behalf of the Manager unless the document in question is in compliance with the Code and all Relevant Laws, Regulations and Guidelines with regard to advertisements and also contains a statement of the yield from the Units, except that the Manager is hereby authorised to arrange at its discretion for the publication of the current Issue Price and Repurchase Price from time to time in major local newspapers circulating in Singapore. The Manager may publish any advertisement which makes a forecast or projection on the financial performance of the Trust for such period and in such circumstances as may be permitted by the Authority.

25.2 Requisite Consents

The Manager shall be responsible for obtaining all requisite consents for the issue or publication of any statement, circular or other document from the relevant authorities in any country or state in which issue or publication thereof is effected by the Manager or its agents.

26. Termination of the Trust

26.1 Duration

The duration of the Trust constituted by this Deed shall end on the earliest of:

26.1.1 the date on which the Trust is terminated by the Manager in such circumstances as set out under Clause 26.2; or

26.1.2 the date on which the Trust is terminated by the Trustee in such circumstances as set out under Clause 26.3.

26.2 Termination by Manager

The Manager may in its absolute discretion terminate the Trust by giving notice in writing thereof to all Holders or (as the case may be) the Depository (in respect of the Depositors), as well as to the Trustee not less than three months in advance of the termination and to the Authority not less than seven days before the termination in any of the following circumstances:

- 26.2.1 if any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable for the Trust to exist;
- 26.2.2 if the Net Asset Value of the Deposited Property shall be less than S\$50,000,000 after the end of the first anniversary of the date of this Deed or any time thereafter; and
- 26.2.3 if at any time the Trust becomes Unlisted after it has been Listed.

26.3 Termination by Trustee

Subject to the Securities and Futures Act and any other Relevant Laws, Regulations and Guidelines, the Trust may be terminated by the Trustee by giving notice in writing as hereinafter provided in any of the following events, namely:

- 26.3.1 if the Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a Receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Manager or if any encumbrancer shall take possession of any of its assets or if it shall cease business and the Trustee fails to appoint a successor Manager pursuant to Clause 24.1;
- 26.3.2 if any law shall be passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable for the Trust to exist; or
- 26.3.3 if within the period of three months from the date of the Trustee expressing in writing to the Manager the desire to retire, the Manager shall have failed to appoint a new trustee within the terms of Clause 23.2.

The decision of the Trustee in any of the events specified in this Clause 26.3 shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Trust pursuant to this Clause 26 or otherwise. The Manager shall accept the decision of the Trustee and relieve the Trustee of any liability to it therefor and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

26.4 Termination by Manager and Trustee

Notwithstanding any provision to the contrary in this Deed, the Manager and the Trustee may agree to terminate the Trust at any time prior to the Listing Date upon giving prior notice thereof to Holders.

26.5 Manner of Liquidation

Upon the Trust being terminated the Trustee shall, subject to authorisations or directions (if any) given to it by the Manager and/or the Holders and pursuant to their powers contained in Schedule 1, proceed as follows:

- 26.5.1** the Trustee shall sell all Investments then remaining in its hands as part of the Deposited Property and shall repay any borrowing and all amounts owing under any money raising or financing arrangement effected by the Trust under Clause 10.12 (together with any interest accrued but remaining unpaid) for the time being outstanding and all other debts and Liabilities in respect of the Trust before applying the balance to the Holders. All secured creditors will be repaid before unsecured creditors. Secured creditors will be repaid in the order of priority of their respective rights of security. On a winding up, the Trustee may, where applicable, retain from any distribution to be made to Holders an amount equal to any contingent liability to the IRAS under any indemnity given to the IRAS. Such sale by the Trustee shall be carried out and completed in such manner and within such period after the termination of the Trust as soon as practicable. Any amount payable in respect of fees, costs and expenses charged by the Depository under the Depository Services Terms and Conditions or under any indemnity given to the Depository shall be ranked together with unsecured creditors and the Depository will rank equally with all other unsecured creditors in respect of any claim against the Trust under the indemnity given to the Depository. On a winding up, the Trustee may retain from any distribution to be made to Holders an amount equal to any contingent liability to the Depository under such indemnity or in respect of such fees, costs and expenses due to the Depository. Such sale by the Trustee shall be carried out and completed as soon as practicable;
- 26.5.2** the Trustee shall from time to time distribute to the Holders and the Depository in respect of the Depositors in proportion to their respective interests in the Deposited Property all net Cash proceeds derived from the realisation of the Deposited Property and available for the purposes of such distribution PROVIDED THAT the Trustee shall not be bound (except in the case of the final distribution) to distribute any of the moneys for the time being in its hands the amount of which is insufficient to pay S\$1 in respect of each undivided share in the Deposited Property PROVIDED ALSO THAT the Trustee shall be entitled to retain out of any moneys in its hands as part of the Deposited Property under the provisions of this Clause 26 full provision for all fees, costs, charges, expenses, claims and demands incurred, made or apprehended by the Trustee in connection with or arising out of the liquidation of this Trust and out of the moneys so retained to be indemnified and saved harmless against any such costs, charges, expenses, claims and demands. Every such distribution shall be made to the Holders and the Depository (in respect of the Depositors) in accordance with the provisions of Clause 12.1. Any unclaimed proceeds or other Cash held by the Trustee under the provisions of this Clause 26 may at the expiration of 12 months from the date upon which the same were payable be paid into court subject to the right of the Trustee to deduct therefrom any

expenses it may incur in making such payment;

26.5.3 the Trustee may not distribute any Investment to any Holder *in specie*; and

26.5.4 the Trustee may at the direction of the Manager postpone the realisation of any Investment for so long as the Manager thinks fit and neither the Trustee nor the Manager shall be liable for any loss or damage attributable to such postponement.

27. Documents and Notices

27.1 Notices to Holders and Depositors

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

27.1.2 Without prejudice to the provisions contained in this Clause 27, but subject otherwise to any Listing Rule relating to Electronic Communications, any notice or document (including, without limitation, any notice of meetings, accounts, balance-sheet, financial statements or report) which is required or permitted to be given, sent or served under this Trust Deed, or by the Directors, to a Holder, may be given, sent or served using Electronic Communications:

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

in accordance with the provisions of this Trust Deed, the Listing Rules and other applicable rules of any other relevant Recognised Stock Exchange on which the Trust may be Listed. Notwithstanding anything to the contrary, any notice or document relating to:

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

(d) any notice or document relating to any rights issue by the Trust,

shall not be sent or served to the Holder using Electronic Communications.

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

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

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

(i) to the current address of a person pursuant to Clause 27.1.2(i), it shall be deemed to have been duly given, sent or served at the time of transmission of the Electronic Communication by the electronic mail server or facility operated by the Manager or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery or "returned mail" reply message or any other error message indicating that the Electronic Communication was delayed or not successfully sent), unless otherwise provided under the Listing Rules and/or any other applicable regulations or procedures; and

(ii) by making it available on a website pursuant to Clause 27.1.2(ii), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, unless otherwise provided under the Listing Rules and/or any other applicable regulations or procedures.

27.1.6 Where a notice or document is given, sent or served to a Holder by making it available on a website pursuant to Clause 27.1.2(ii), the Manager shall give separate notice to the Holder of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by sending such separate notice to the Holder personally or through the post pursuant to Clause 27.1.1 and/or any other means in compliance with the Listing Rules and/or any other applicable regulations or procedures.

27.1.7 In addition to the safeguard in Clause 27.1.6, the use of Electronic Communications pursuant to Clause 27.1.2 is subject to the following safeguards:

(i) before giving, sending or serving any notice or document by way of

Electronic Communications to a Holder who is deemed to have consented pursuant to Clause 27.1.4, the Manager must have given separate notice to the Holder in writing on at least one occasion that:

- (a) the Holder may elect within a time specified in the notice from the Trustee and/or the Manager to the Holder whether to receive notices and documents by way of Electronic Communications or as a physical copy;
 - (b) if the Holder does not make an election, notices and documents will be given, sent or served to the Holder by way of Electronic Communications;
 - (c) the manner in which Electronic Communications will be used is the manner specified in the Trust Deed;
 - (d) the election is a standing election but the Holder may make a fresh election at any time to receive notices or documents by way of Electronic Communications or as a physical copy; and
 - (e) the Holder's election to receive notices or documents by way of Electronic Communications or as a physical copy that is conveyed to the Trust last in time prevails over all previous elections as the Holder's valid and subsisting election in relation to all documents and notices to be given, sent or served to the Holder until the Holder makes a fresh election;
- (ii) where a Holder is deemed to have consented to receive notices or documents by way of Electronic Communications pursuant to Clause 27.1.4 or where a Holder has made an election pursuant to Clause 27.1.7(i)(a) or (d):
- (a) the Manager must allow the Holder to make a fresh election at any time to receive notices or documents by way of Electronic Communications or as a physical copy; and
 - (b) a Holder's election to receive notices or documents by way of Electronic Communications or as a physical copy that is conveyed to the Trust last in time prevails over all previous elections as the Holder's valid and subsisting election in relation to all documents and notices to be given or served to the Holder.
- (iii) where a notice or document is given, sent or served to a Holder pursuant to Clause 27.1.2, the Trustee and/or the Manager shall inform the Holder as soon as practicable of how to request a physical copy of that notice or document from the Trustee and/or the Manager, and the Trustee and/or the Manager shall provide a physical copy of that notice or document upon such

request; and

- (iv) where a notice or document is given, sent or served to a Holder by making it available on a website pursuant to Clause 27.1.2(ii), the Manager shall as soon as practicable give separate physical notice to the Holder in compliance with the Listing Rules and/or any other applicable regulations or procedures.

27.2 Joint Holders and Joint Depositors

Service of a notice or document on any one of the Joint Holders shall be deemed effective service on the other Joint Holders. Service of a notice or document on any one of the Joint Depositors shall be deemed effective service on the other Joint Depositors.

27.3 Sufficiency of Service

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

27.4 Notices to Trustee and Manager

Any notice by the Trustee to the Manager or by the Manager to the Trustee shall be addressed to the Manager or (as the case may be) the Trustee at its specified office and shall be delivered by hand or sent by facsimile transmission, telex or other electronic means, or prepaid post (airmail if overseas). Any such notice sent by facsimile transmission, telex or other electronic means shall be deemed to be served at the time of despatch and any such notice sent by post shall, in the absence of industrial action affecting any relevant part of the postal services, be deemed to have been served on the date of posting, and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed, stamped and posted.

27.5 Risk of Service

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

27.6 Substituted Service

Notwithstanding any provisions contained in this Clause 27 but subject to paragraph 4.2 of Schedule 1, any notice or other document required to be served upon or sent to all the Holders for the time being shall be deemed to have been duly served or sent if published in any one leading English-language daily newspaper in Singapore and any one leading Chinese-language daily newspaper in Singapore. Any notice or document so served or sent

shall be deemed to have been so served or sent on the date of such publication and, if the publication in the two newspapers does not appear on the same day, on the date of the later publication.

28. Modification of Trust Deed

28.1 Before the Trust is Listed

Prior to the Listing Date, subject to the Relevant Laws, Regulations and Guidelines, the Trustee and the Manager shall be entitled, by deed supplemental hereto (including by way of an amending and restating deed) and (i) with the prior approval of a majority consisting of 75.0% or more of the Holders then existing (if any) by a resolution in writing or (ii) with the sanction of an Extraordinary Resolution of a meeting of Holders duly convened and held in accordance with the provisions contained in Schedule 1, to modify, alter or add to the provisions of this Deed in such manner and to such extent as the Trustee and the Manager may consider expedient for any purpose. The expressions “**in writing**” and “**signed**” include approval by any such Holder through any form of Electronic Communication approved by the Trustee.

28.2 After the Trust is Listed as Part of a Stapled Group

Save as to Clause 10.17.6, after the Listing Date, the Trustee and the Manager shall be entitled by deed supplemental hereto (including by way of an amending and restating deed), subject to the prior approval of the relevant authorities if so required by then Relevant Laws, Regulations and Guidelines, to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose PROVIDED THAT unless the Trustee shall certify (following consultation with the Manager and having regard to any recommendation from the Manager) in writing that in its opinion such modification, alteration or addition:

28.2.1 does not materially prejudice the interests of the Holders and does not operate to release to any material extent the Trustee or the Manager from any responsibility to the Holders;

28.2.2 is necessary in order to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under the Securities and Futures Act, the Code, the Property Funds Appendix, the Listing Rules and any other applicable rules of any other relevant Recognised Stock Exchange on which the Trust may be Listed; or

28.2.3 is made to remove obsolete provisions or to correct a manifest error;

no such modification, alteration or addition shall be made without the sanction of an Extraordinary Resolution of a meeting of Holders duly convened and held in accordance with the provisions contained in Schedule 1; PROVIDED ALSO THAT no such modification, alteration or addition shall impose upon any Holder any obligation to make any further payments in respect of his Units or to accept any liability in respect thereof.

The Manager shall as soon as practicable after any modification, alteration or addition to the provisions of this Deed (in this Clause 28.2, the “**Amendment**”) give notice of the Amendment to the Holders, unless the Amendment is not, in the opinion of the Manager (with the consent of the Trustee), of material significance. All fees, costs and expenses incurred by the Trustee or the Manager in connection with any such document supplemental to this Deed (including any amending and restating deed and expenses incurred in the holding of a meeting of Holders, if necessary) shall be paid out of the Deposited Property.

29. Provision of Information

The Manager and the Trustee shall, if requested to do so by any competent department or authority of the government or administration of Singapore and any other relevant jurisdiction (and whether or not required by law so to do), provide such department or authority with such facilities as it may require to inspect the Register and with such information regarding the Deposited Property or this Deed as may be requested by such department or authority. Neither the Manager nor the Trustee shall incur any liability to any Holder as a result of the provision of such facilities or information.

30. Meetings of Holders

The provisions set out in Schedule 1 relating to meetings of Holders shall have effect as if the same were included herein.

31. Property Funds Appendix

For so long as the Trust is Listed, the Manager and the Trustee shall in the performance of their respective duties under this Deed with respect to the Trust at all times comply with applicable provisions of the Property Funds Appendix, subject to compliance with any applicable waiver or exemption given by the Authority in respect thereof. In the event of any conflict or inconsistency between the provisions of the Property Funds Appendix and any such waivers or exemptions, and the provisions of this Deed in relation to the Trust, then to the extent of such conflict or inconsistency, the provisions of the Property Funds Appendix and any such waivers or exemptions shall prevail.

32. Substantial Holders

Neither the Manager nor the Trustee shall, by reason of anything done under the provisions of the Securities and Futures Act relating to the disclosure obligations of substantial Holders (and any regulations made and forms prescribed in relation thereto), be taken for any purpose to have notice of, or be put on enquiry to, a right of any person to or in relation to a Unit.

So long as the Trust is part of a Stapled Group which is Listed, this Clause 32 shall apply, with such modifications and qualifications as may be necessary, as though references to Units were references to Stapled Securities.

33. Beneficial Ownership

The Manager may by notice in writing require any Holder, within such reasonable time as is specified in the notice, to inform the Manager:

- 33.1.1 whether it holds any Units as beneficial owner or as trustee, and if any Units are held by it as trustee, as far as it can, the person for whom it holds them (either by name or by other particulars sufficient to enable those persons to be identified) and the nature of the interest; and
- 33.1.2 whether any of the voting rights carried by any Units held by it is the subject of an agreement or arrangement under which another person is entitled to control the exercise of those rights and if so, to give particulars of the agreement or arrangement and the parties to it.

So long as the Trust is a part of a Stapled Group, this Clause 33 shall apply, with such modifications and qualifications as may be necessary, as though references to Units were references to Stapled Securities.

34. Data Protection

- 34.1 Notwithstanding anything stated in this Deed, each of the Manager and the Trustee shall ensure that any personal data received and processed by the Manager and/or the Trustee (as the case may be) on behalf of the Trust is collected, stored, maintained and used in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012), where applicable.
- 34.2 Each of the Trustee and the Manager agrees and acknowledges that each party may collect, use, disclose and process personal data in connection with its obligations hereunder. Where such personal data is provided by one party (the "Provider") to the other party (the "Recipient"), the Provider agrees and undertakes to the Recipient as follows:
 - 34.2.1 that the Provider shall have complied with all applicable data protection and privacy laws and regulations (including amendments thereto) in connection with any personal data; and
 - 34.2.2 that the Provider shall have done all things necessary (including, without limitation, providing all relevant notifications and obtaining all necessary consents of individuals) to ensure that the collection, use, disclosure and/or other processing of the personal data by the Provider and its service providers shall not be in contravention with any such laws and regulations.
- 34.3 The Provider further agrees and acknowledges that the Recipient may also use and disclose the personal data provided to it under this Deed for purposes which are necessary in order for the Recipient to perform its obligations under this Deed, and other related purposes including auditing, monitoring and analysis of its business, fraud and crime prevention, anti-money laundering, legal and regulatory compliance, facilitating the verification and checks of personal data for "Know-Your-Client" purposes and verification of the Provider's identity.
- 34.4 Notwithstanding anything stated in this Deed, the Recipient shall not knowingly do or commit

any act or matter or thing which would otherwise cause the Provider to be in breach of its legal and/or regulatory obligations under the Personal Data Protection Act 2012 (No. 26 of 2012) (as amended and/or re-enacted and/or succeeded and/or replaced from time to time).

34.5 For the purposes of this Clause:

34.5.1 “personal data” means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the relevant organisation has or is likely to have access; and

34.5.2 “process” in relation to personal data would include: (i) to carry out any operation or set of operations in relation to the personal data, and includes, without limitation, recording, holding, organisation, adaptation, alteration, retrieval, combination, transmission, erasure or destruction; and/or (ii) copy, use, access, display, run, store review, manage, modify, transform, translate, extract components into another work, integrate or incorporate as part of a derivative work; and/or (iii) to permit any other person to do (i) and (ii), and “processing” shall be construed accordingly.

35. Third Party Rights

A person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, except that each Holder may enjoy the benefit of or enforce the terms of this Deed in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore and subject to the provisions of this Deed.

36. Proper Law

This Deed shall in all respects be governed by, and construed in accordance with, the laws of Singapore. The Manager and the Trustee hereby submit to the non-exclusive jurisdiction of the courts of Singapore. Each Holder shall be deemed to have submitted to the non-exclusive jurisdiction of the courts of Singapore.

37. Counterparts

This Deed may be executed in one or more counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

Schedule

MEETINGS OF HOLDERS

1. For so long as the Trust is authorised as a collective investment scheme, a general meeting to be called the “Annual General Meeting” shall, in addition to any other meeting of Holders, be held once in every calendar year and not more than 15 months after the holding of the last preceding Annual General Meeting, but so long as the Trust holds its first Annual General Meeting within 18 months of its constitution, the Trust need not hold it in the year of its constitution or in the following year, subject to any waivers granted by the relevant authorities from the Relevant Laws, Regulations and Guidelines in connection with the foregoing. Save as set out above and in Clause 21, all Annual General Meetings may be held at such time and place in Singapore as may be determined by the Trustee and the Manager. All other general meetings shall be called Extraordinary General Meetings.
2. The Trustee or the Manager (and the Manager shall at the request in writing of not less than 50 Holders or Holders representing not less than 10.0% of the issued Units of the Trust) may at any time convene a meeting of Holders at such time and place (subject as hereinafter provided) as may be thought fit and the following provisions of this Schedule shall apply thereto. Any such meeting convened shall be held in Singapore.
3. Prior to the Listing Date or (in the event that the Trust is part of a Stapled Group) the listing of the Stapled Group, the Manager or (being a Holder) any Associate thereof shall be entitled to receive notice of and attend at any such meeting and shall be entitled to vote or be counted in the quorum thereof at a meeting convened to consider a matter in respect of which the Manager or any Associate has a material interest.
4. After the Listing Date or (as the case may be) the listing of the Stapled Group, the Manager or (being a Holder), the controlling shareholders (as defined in the Listing Rules) of the Manager and any Associate thereof shall be entitled to receive notice of and attend at any such meeting but shall subject to paragraph 5(ii) of this Schedule, not be entitled to vote or be counted in the quorum thereof at a meeting convened to consider a matter in respect of which the relevant controlling shareholders of the Manager or any Associate has a material interest (including, for the avoidance of doubt, interested person transactions (as defined in the Listing Rules and/or the listing rules of other relevant Recognised Stock Exchange) and interested party transactions (as defined in the Property Funds Appendix) and accordingly for the purposes of the following provisions of this Schedule, Units or (as the case may be) Stapled Securities held or deemed to be held by the Manager or any Associate shall not be regarded as being in issue under such circumstances. Any director, the secretary and any solicitor of the Manager, the Trustee and directors and any authorised official and any solicitor of the Trustee shall be entitled to attend and be heard at any such meeting.
5. **A meeting of Holders duly convened and held in accordance with the provisions of this Schedule shall be competent by:**
 - (i) **Extraordinary Resolution to:**

- (a) sanction any modification, alteration or addition to the provisions of this Deed which shall be agreed by the Trustee and the Manager as provided in Clause 28 of this Deed;
 - (b) sanction a supplemental deed (including an amending and restating deed) increasing the maximum permitted limit or any change in the structure of the Management Fee (including the Base Fee and the Performance Fee), the Acquisition Fee, the Divestment Fee and the Trustee's remuneration as provided in Clause 15 of this Deed;
 - (c) remove the Auditors and appoint other Auditors in their place as provided in Clause 22.3 of this Deed;
 - (d) remove the Trustee as provided in Clause 23.3.4 of this Deed;
 - (e) direct the Trustee to take any action pursuant to Section 295 of the Securities and Futures Act (relating to the winding up of the Trust); and
 - (f) delist the Trust after it has been Listed as provided in Clause 9.2 of this Deed; and
 - (g) and shall have such further or other powers under such terms and conditions as may be determined by the Manager with the prior written approval of the Trustee; or
- (ii) a resolution duly proposed and passed as such by a simple majority of Holders present and voting at a general meeting, with no Holder being disenfranchised, to remove the Manager as provided in Clause 24.1.4 of this Deed,

and shall have such further or other powers under such terms and conditions as may be determined by the Manager with the prior written approval of the Trustee. Any decision to be made by resolution of the Holders other than those specified in this paragraph 5(i) to (ii), shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the Securities and Futures Act, the Code or the Listing Rules or the listing rules of any other relevant Recognised Stock Exchange.

- 5.1 Subject to paragraph 5.2 below, at least 2 days' notice (in the case of Holders' meetings prior to the Listing Date) or 14 days' notice (in the case of Holders' meetings after the Listing Date or (as the case may be) the listing of the Stapled Group) to pass an Ordinary Resolution) (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) or 21 days' notice (in the case of Holders' meetings after the Listing Date to pass an Extraordinary Resolution) (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the Holders in the manner provided in this Deed. Any notice of a general meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolutions in respect of such special business. The notice shall specify the place, day and hour of meeting and the terms of the

resolutions to be proposed, and each such notice shall where required by any Relevant Laws, Regulations and Guidelines be given by advertisement in the daily press and in writing to each stock exchange on which the Trust or the Stapled Group is listed. A copy of the notice shall be given, sent or served by post or using Electronic Communications to the Trustee unless the meeting shall be convened by the Trustee. Any accidental omission to give notice to or the non-receipt of notice by any of the Holders shall not invalidate the proceedings at any meeting.

- 5.2 Notwithstanding the provisions of paragraph 5.1 above, a meeting of Holders convened by the Trustee for the purposes of the winding up of the Trust pursuant to the Securities and Futures Act shall comply with the relevant requirements of the Securities and Futures Act.
6. The quorum shall be one Holder if the Trust has only one Holder prior to the Listing Date. After the Listing Date (or if the Trust has more than one Holder prior to the Listing Date), the quorum shall be not less than two Holders (whether present in person or by proxy) together holding or representing one-tenth in value of all the Units or (as the case may be) Stapled Securities for the time being in issue. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.
7. If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to such day and time being not less than 15 days thereafter and to such place as shall be determined for the purpose by the Chairman of the meeting. Notice of the adjourned meeting shall be given in the same manner as for an original meeting. Such notice shall state that the Holders present at the adjourned meeting whatever their number and the value of the Units or (as the case may be) Stapled Securities held by them will form a quorum thereat. At any such adjourned meeting the Holders present in person or by proxy thereat shall be a quorum.
8. A person nominated in writing by the Trustee (following consultation with the Manager and having regard to any recommendation from the Manager) shall preside at every meeting and if no such person is nominated or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the Holders present shall choose one of their number to be Chairman.
9. The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
10. At any meeting a resolution put to the vote of the meeting shall, subject to the requirements of the prevailing Relevant Laws, Regulations and Guidelines, be decided on a poll. A Holder shall not be entitled to vote unless all calls or other sums personally payable by him in respect of Units have been paid.
11. A poll shall be taken in such manner as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was conducted.

12. A poll shall be taken at such time and place as the Chairman directs.
13. On a poll every Holder who is present in person or by proxy shall have one vote for every Unit or (as the case may be) Stapled Securities of which he is the Holder. A person entitled to more than one vote need not use all his votes or cast them the same way. Notwithstanding any provisions to the contrary in this Deed, the Manager may determine that the proxy vote at any meeting may be received electronically through a proxy voting website, and if the Manager so determines that the proxy vote may be received electronically through a proxy voting website, a Holder may for such meeting vote by proxy electronically through the proxy voting website, provided that the Holder have enrolled or registered at such proxy voting website (if such enrolment or registration is required).
14. In the case of Joint Holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the vote of the other Joint Holders and for this purpose seniority shall be determined by the order in which the names stand in the Register, the first being the senior.
15. On a poll votes may be given either personally or by proxy.
16. The instrument appointing a proxy shall be in writing, under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.
17. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the Trustee or the Manager with the approval of the Trustee may in the notice convening the meeting direct or if no such place is appointed then at the registered office of the Manager not less than 72 hours before the time appointed for holding the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. A person appointed to act as a proxy need not be a Holder. The valid instrument appointing a proxy to vote at a meeting of the Holders shall be deemed to confer the same authority to demand or join in demanding a poll as that of the appointing Holder.
18. An instrument of proxy may be in the usual common form or in any other form which the Trustee shall approve.
19. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units or (as the case may be) Stapled Securities in respect of which the proxy is given Provided That no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Manager before the commencement of the meeting or adjourned meeting at which the proxy is used.

20. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Manager at the expense of the Manager and any such minute as aforesaid if purporting to be signed by the Chairman of the meeting shall be conclusive evidence of the matters therein stated and until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat to have been duly passed.
21. A resolution in writing signed by or on behalf of all the Holders for the time being entitled to receive notice of any meeting of Holders shall be as valid and effectual as a resolution (including an Extraordinary Resolution) passed at a meeting of those Holders duly called and constituted. Such resolution may be contained in one document or in several documents in the like form each signed by or on behalf of one or more of the Holders concerned.
22. For the purpose of this Deed, an Extraordinary Resolution means a resolution proposed and passed as such by a majority consisting of 75.0% or more of the total number of votes cast for and against such resolution at a meeting of Holders or (as the case may be) Depositors named in the Depository Register as at 72 hours before the time of such meeting as certified by the Depository to the Manager and an Ordinary Resolution means a resolution proposed and passed as such by a majority being greater than 50.0% of the total number of votes cast for and against such resolution at a meeting of Holders or (as the case may be) Depositors named in the Depository Register as at 72 hours before the time of such meeting as certified by the Depository to the Manager.

An Extraordinary Resolution or (as the case may be) an Ordinary Resolution shall be binding on all Holders whether or not present at the relevant meeting and each of the Holders and the Trustee and the Manager shall, subject to the provision relating to indemnity in this Deed, be bound to give effect thereto accordingly.

23. A corporation, being a Holder, may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of Holders and the person so authorised shall upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.
24. For the purposes of determining the number of Units held in respect of Units, or (as the case may be) the number of Stapled Securities held in respect of Stapled Securities, registered in the name of the Depository and the number of votes which a particular Holder may cast in respect of such Units or (as the case may be) Stapled Securities, each of the Trustee and the Manager shall be entitled and bound to accept as accurate the number of Units or (as the case may be) Stapled Securities credited into the Securities Account(s) of the relevant Depositor as shown in the records of the Depository as at a time not earlier than 72 hours prior to the time of the relevant meeting, supplied by the Depository to the Trustee, and to accept as the maximum number of votes which in aggregate that Depositor and his proxy(ies) (if any) are able to cast on a poll a number which is the number of Units or (as the

case may be) Stapled Securities credited into the Securities Account(s) of the relevant Depositor, as shown in the aforementioned records of the Depository, whether that number is greater or smaller than that specified by the Depositor or in the instrument of proxy. Neither the Trustee nor the Manager shall under any circumstances be responsible for, or liable to any person as a result of it, acting upon or relying on the aforementioned records of the Depository.

25. Notwithstanding any provision to the contrary in this Deed, where a corporation is beneficially entitled to all the Units or (as the case may be) Stapled Securities in issue and a minute is signed by a duly authorised representative of the corporation stating that any act, matter, or thing, or any Ordinary Resolution or Extraordinary Resolution, required by this Deed to be made, performed, or passed by or at a meeting of Holders has been made, performed, or passed, that act, matter, thing, or resolution shall, for all purposes, be deemed to have been duly made, performed, or passed by or at a meeting of Holders duly convened and at which a quorum is formed. For the avoidance of doubt, paragraph 8 of this Schedule need not be complied with when any act, matter, thing, or resolution is deemed to have been duly made, performed, or passed by or at a duly convened meeting of Holders by virtue of this paragraph 25.
26. Notwithstanding any provision to the contrary in this Deed, a Holder who is a relevant intermediary may appoint more than two proxies in relation to a general meeting to exercise all or any of its rights to attend and to speak and vote at the general meeting, but each proxy must be appointed to exercise the rights attached to a different Unit or Units held by it (and where relevant, which number and class of Units shall be specified). For the purpose of this Deed, "relevant intermediary" means: (i) a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity; (ii) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act and who holds Units in that capacity; or (iii) the Central Provident Fund Board established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of Units purchased under the subsidiary legislation made under the Central Provident Fund Act, Chapter 36 of Singapore providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Central Provident Fund Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

**SCHEDULE 2
CALCULATION OF PERFORMANCE FEE**

1. The Performance Fee shall from time to time be calculated as provided in this Schedule in all of the following events ("**Events**"):
 - 1.1 an offer or invitation made by the Trust to its Unitholders under which they may acquire or subscribe for Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) by way of a pro-rata renounceable rights issue; and
 - 1.2 any consolidation or subdivision of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group).

2. The Performance Fee shall from time to time be calculated via an adjustment to (in the case of Condition 2.1) the number of Stapled Securities prior to the Events used for the purposes of determining the DPU or DPS (in the event that the Trust is part of a Stapled Group) and (in the case of Condition 2.2) the DPU or DPS (as the case may be) as well as the weighted average number of Units or Stapled Securities (as the case may be) (the "**Preceding Units**" or "**Preceding Stapled Securities**"), in accordance with the following provisions (but so that if the Event giving rise to any such adjustment shall be capable of fulfilling both Conditions 2.1 and 2.2 or if such Event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Manager shall determine):

- 2.1 Issue of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) by way of a pro-rata renounceable rights issue ("**Rights Issue**")

If and whenever the Trust makes any offer or invitation to its Unitholders or Stapled Securityholders (in the event that the Trust is part of a Stapled Group) under which they may acquire or subscribe for Units or Stapled Securities (as the case may be) by way of Rights Issue, the Performance Fee shall be calculated as a fee equal to a rate of 25% per annum of the difference in DPU or DPS (in the event that the Trust is part of a Stapled Group) in a financial year with the DPU or DPS (in the event that the Trust is part of a Stapled Group) in the preceding financial year (calculated before accounting for the Performance Fee in each financial year) multiplied by the actual weighted average number of Units or Stapled Securities (as the case may be) in issue for such financial year. The Preceding Units or Preceding Stapled Securities (in the event that the Trust is part of a Stapled Group) used to calculate the DPU or DPS (in the event that the Trust is part of a Stapled Group) shall be calculated in the following manner:

$$\begin{array}{l} \text{Adjusted Number of Units or Stapled} \\ \text{Securities (in the event that the Trust} \\ \text{is part of a Stapled Group)} \end{array} = \begin{array}{c} N \\ \times \end{array} \frac{\text{CP}}{\text{TERP}}$$

where:

N = the number of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) outstanding before the issue of Units or Stapled Securities pursuant to the Rights Issue

CP = the last traded price of the Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) prior to the announcement of the Rights Issue; and

TERP =
$$\frac{\text{Market capitalisation of the Trust based on CP + gross proceeds from the Rights Issue}}{\text{Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) outstanding after the Rights Issue}}$$

Such adjustments pursuant to Condition 2.1 will be effective (if appropriate, retroactively) from the date of issue of the Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) under the Rights Issue.

2.2 Consolidation or subdivision of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group)

If, and whenever, consolidation or subdivision of the Units or Stapled Securities (as the case may be) occurs, the Performance Fee shall be calculated as a fee equal to a rate of 25% per annum of the difference in DPU or DPS (in the event that the Trust is part of a Stapled Group) in a financial year with the DPU or DPS (as the case may be) in the preceding financial year (calculated before accounting for the Performance Fee in each financial year) multiplied by the adjusted weighted average number of Units or Stapled Securities (as the case may be) in issue for such financial year. The Preceding Units or Preceding Stapled Securities (in the event that the Trust is part of a Stapled Group) used to calculate the DPU or DPS (as the case may be) and the adjusted weighted average number of Units or Stapled Securities (as the case may be) shall be calculated in the following manner:

Adjusted Number of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) = $N \times \frac{B}{A}$

where:

N = the number of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) outstanding before the consolidation or subdivision;

A = the number of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) outstanding immediately before the consolidation or sub-division; and

B = the number of Units or Stapled Securities (in the event that the Trust is part of a Stapled Group) outstanding immediately after the consolidation or sub-division

Such adjustments will be effective from the date on which the consolidation or subdivision becomes effective.

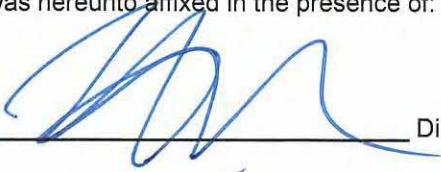
In witness whereof this Deed has been entered into the day and year first above written.

The Manager

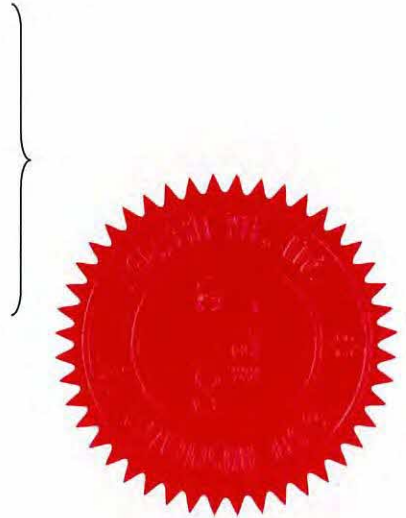
The Common Seal of

EAGLE HOSPITALITY REIT MANAGEMENT PTE. LTD.

was hereunto affixed in the presence of:


_____ Director


_____ Director/Secretary



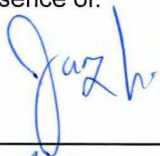
The Trustee

The Common Seal of

DBS TRUSTEE LIMITED

was hereunto affixed

in the presence of:



_____ Director



_____ Authorised Signatory



EXHIBIT D



EAGLE
HOSPITALITY TRUST

A U.S. Hospitality Specialist

with an invested sponsor and a portfolio of full service hotels in the top U.S. markets

Distribution Yield (annualised)

8.2%

Forecast Period 2019¹

HILTON ATLANTA NORTHEAST



EAGLE HOSPITALITY REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 11 April 2019 under the laws of the Republic of Singapore)
managed by Eagle Hospitality REIT Management Pte. Ltd.

THE WESTIN SACRAMENTO



COMPRISING:

EAGLE HOSPITALITY BUSINESS TRUST

(a business trust constituted on 11 April 2019 under the laws of the Republic of Singapore)
managed by Eagle Hospitality Business Trust Management Pte. Ltd.

Offering of 580,558,000 Stapled Securities (Subject to the Over-Allotment Option (as defined herein))
Offering Price: US\$0.78 Per Stapled Security

PROSPECTUS DATED 16 MAY 2019

(Registered with the Monetary Authority of Singapore on 16 May 2019)

This document is important. Before making any investment in the securities being offered, you should consider the information provided in this document carefully, and consider whether you understand what is described in this document. You should also consider whether an investment in the securities being offered is suitable for you, taking into account your investment objectives and risk appetite. If you are in any doubt as to the action that you should take, you should consult your legal, financial, tax or other professional adviser. You are responsible for your own investment choices.

Eagle Hospitality REIT Management Pte. Ltd., as manager (the "REIT Manager") of Eagle Hospitality Real Estate Investment Trust ("EH-REIT") and Eagle Hospitality Business Trust Management Pte. Ltd., as trustee-manager (the "Trustee-Manager") of Eagle Hospitality Business Trust ("EH-BT") are making an offering (the "Offering") of 580,558,000 stapled securities in Eagle Hospitality Trust ("EHT"), and the stapled securities in EHT, the "Stapled Securities", which is a hospitality stapled group comprising EH-REIT and EH-BT. Each Stapled Security comprises a unit in EH-REIT ("EH-REIT Unit") and a unit in EH-BT ("EH-BT Unit"). The Offering consists of (i) an international placement of 535,687,000 Stapled Securities to investors, including institutional and other investors in Singapore (the "Placement Tranche") and (ii) an offering of 44,871,000 Stapled Securities to the public in Singapore (the "Public Offer"). The issue price of each Stapled Security under the Offering is US\$0.78 per Stapled Security (the "Offering Price"). Investors subscribing for Stapled Securities under the Public Offer will pay the Offering Price in Singapore dollars (such amount being S\$1.071, based on the exchange rate of US\$1.00 to approximately S\$1.3731, as determined by the Managers (as defined herein)). The sole financial adviser and issue manager for the Offering is DBS Bank Ltd. (the "Sole Financial Adviser and Issue Manager"). DBS Bank Ltd., Merrill Lynch (Singapore) Pte. Ltd., UBS AG, Singapore Branch and BNP Paribas, acting through its Singapore branch are the joint global coordinators for the Offering (the "Joint Global Coordinators"). DBS Bank Ltd., Merrill Lynch (Singapore) Pte. Ltd., UBS AG, Singapore Branch, BNP Paribas, acting through its Singapore branch, Deutsche Bank AG, Singapore Branch and Jefferies Singapore Limited are the joint bookrunners and underwriters for the Offering (collectively, the "Joint Bookrunners and Underwriters" or the "Joint Bookrunners"). The Offering is fully underwritten at the Offering Price by the Joint Bookrunners on the terms and subject to the conditions of the Underwriting Agreement (as defined herein).

The total number of Stapled Securities in issue as at the date of this Prospectus is two Stapled Securities (the "Sponsor Initial Stapled Securities"). The total number of outstanding Stapled Securities immediately after the completion of the Offering will be 867,888,000 Stapled Securities.

Concurrently with, but separate from the Offering, the vendors of the USHI Portfolio (as defined herein) and the ASAP6 Portfolio (as defined herein), will receive 142,459,998 Stapled Securities in satisfaction of the purchase consideration for the USHI Portfolio and the ASAP6 Portfolio ("Consideration Stapled Securities") and will direct the Consideration Stapled Securities to be issued as follows: (i) 37,500,000 Consideration Stapled Securities to be issued to Fortress Empire Group Ltd ("SPV1"), (ii) 1,886,000 Consideration Stapled Securities to be issued to Vertical Gain Investments Inc ("SPV2"), (iii) 26,715,999 Consideration Stapled Securities to be issued to Dragonbay Fortune Inc ("SPV3", which together with SPV1 and SPV2, are entities wholly owned by one of the Founders (as defined herein)), (iv) 66,101,999 Consideration Stapled Securities to be issued to Regal Empire Ventures Ltd ("SPV4", which is wholly owned by one of the Founders) and (v) 10,256,000 Consideration Stapled Securities to be issued to Empress Star Ventures Inc (the "SPV5"), which is wholly owned by the Executive Director and Chief Executive Officer and President of the REIT Manager and the Trustee-Manager (collectively, the "Managers"). Urban Commons, LLC (the "Sponsor") is the sponsor of EHT and is indirectly wholly owned by each of the Founders in the proportion 50:50. In addition, concurrently with, but separate from the Offering, each of the Cornerstone Investors (as defined herein) has entered into a subscription agreement to subscribe for an aggregate of 144,870,000 Stapled Securities (the "Cornerstone Stapled Securities") at the Offering Price conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

Prior to the Offering, there has been no market for the Stapled Securities. The offer of Stapled Securities under this Prospectus will be by way of an initial public offering in Singapore. An application has been made to Singapore Exchange Securities Trading Limited ("SGX-ST") for permission to list on the Main Board of the SGX-ST (i) all the Stapled Securities comprised in the Offering, (ii) the Sponsor Initial Stapled Securities and the Consideration Stapled Securities (collectively, the "Sponsor Stapled Securities"); (iii) the Cornerstone Stapled Securities and (iv) all the Stapled Securities which may be issued to the REIT Manager or the Trustee-Manager from time to time in full or in part payment of fees payable to the REIT Manager or the Trustee-Manager. Such permission will be granted when EHT has been admitted to the Official List of the SGX-ST (the "Listing Date"). Acceptance of applications for the Stapled Securities will be conditional upon issue of the Stapled Securities and upon permission being granted to list the Stapled Securities. In the event that such permission is not granted or if the

Offering is not completed for any other reason, application monies will be returned in full, at each investor's own risk, without interest or any share of revenue or other benefit arising therefrom, and without any right or claim against any of EHT, EH-REIT, EH-BT, the REIT Manager, DBS Trustee Limited, as trustee of EH-REIT (the "REIT Trustee"), the Trustee-Manager, the Sponsor, the Joint Global Coordinators or the Joint Bookrunners. EHT has received a letter of eligibility from the SGX-ST for the listing and quotation of (i) up to 950,000,000 Stapled Securities and (ii) the Stapled Securities to be issued to the REIT Manager or the Trustee-Manager from time to time in full or part payment of fees payable to the REIT Manager or the Trustee-Manager. EHT's eligibility to list on the Main Board of the SGX-ST does not indicate the merits of the Offering, EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Joint Global Coordinators, the Joint Bookrunners or the Stapled Securities. The SGX-ST assumes no responsibility for the correctness of any of the statements or opinions made or reports contained in this Prospectus. Admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Offering, EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager or the Stapled Securities.

EH-REIT is a scheme pending authorisation under the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"). EH-BT is a business trust pending registration under the Business Trusts Act, Chapter 31A of Singapore (the "BTA"). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the "Authority" or "MAS") on 25 April 2019 and 16 May 2019 respectively. The MAS assumes no responsibility for the contents of this Prospectus. Lodgement with, or registration by, the MAS of this Prospectus does not imply that the SFA, the BTA or any other legal or regulatory requirement has been complied with. The MAS has not, in any way, considered the investment merits of the EH-REIT Units, the EH-BT Units and the Stapled Securities, being offered for investment. This Prospectus will expire on 15 November 2019 (6 months after the date of the registration of this Prospectus).

No Stapled Security shall be allotted or allocated on the basis of this Prospectus later than six months after the date of registration of this Prospectus by the MAS.

See "Risk Factors" commencing on page 72 of this Prospectus for a discussion of certain factors to be considered in connection with an investment in the Stapled Securities. None of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Joint Global Coordinators or the Joint Bookrunners guarantees the performance of EHT, the repayment of capital or the payment of a particular return on the Stapled Securities.

Investors applying for the Stapled Securities by way of Application Forms or Electronic Applications (both as referred to in Appendix G, "Terms, Conditions and Procedures for Application for and Acceptance of the Stapled Securities in Singapore") will pay the Offering Price per Stapled Security on application, subject to a refund of the full amount or, as the case may be, the balance of the application monies (in each case without interest or any share of revenue or other benefit arising therefrom), where (i) an application is rejected or accepted in part only, or (ii) the Offering does not proceed for any reason.

In connection with the Offering, the Joint Bookrunners have been granted an over-allotment option (the "Over-Allotment Option") by SPV1, a company incorporated in the British Virgin Islands (the "Stapled Security Lender"), exercisable by DBS Bank Ltd. (the "Stabilising Manager") (or any of its affiliates or persons acting on its behalf), in consultation with the other Joint Bookrunners, in full or in part, on one or more occasions, to acquire from the Stapled Security Lender up to an aggregate of 37,500,000 Stapled Securities at the Offering Price, representing not more than 6.5% of the total number of Stapled Securities in the Offering solely to cover the over-allotment of Stapled Securities (if any) made in connection with the Offering. The Over-Allotment Option is exercisable from the Listing Date but no later than the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or its affiliates or other persons acting on its behalf) has bought, on the SGX-ST, an aggregate of 37,500,000 Stapled Securities, representing not more than 6.5% of the total number of Stapled Securities in the Offering, to undertake stabilising actions to purchase up to an aggregate of 37,500,000 Stapled Securities (representing not more than 6.5% of the total number of Stapled Securities in the Offering), at the Offering Price. The exercise of the Over-Allotment Option will not increase the total number of Stapled Securities outstanding. In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on its behalf) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Stapled Securities at levels that might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on its behalf) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations.

Nothing in this Prospectus constitutes an offer for securities for sale in the United States or any other jurisdiction where it is unlawful to do so. The Stapled Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and, subject to certain exceptions, may not be offered or sold within the United States (as defined in Regulation S under the Securities Act ("Regulation S")). The Stapled Securities are being offered and sold outside the United States in reliance on Regulation S.

¹(a) Based on the Offering Price of US\$0.78, together with the accompanying assumptions found in the Prospectus. Such yields will vary accordingly for investors who purchase the Stapled Securities in the secondary market at a market price different from the Offering Price
(b) The period from 1 May 2019 to 31 December 2019



EAGLE HOSPITALITY TRUST

Eagle Hospitality Trust ("EHT") is a hospitality stapled group comprising Eagle Hospitality Real Estate Investment Trust ("EH-REIT") and Eagle Hospitality Business Trust ("EH-BT"). EH-REIT is established with the principal investment strategy of investing on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, as well as real estate-related assets in connection with the foregoing, with an initial focus on the United States ("U.S.").

PORTFOLIO HIGHLIGHTS

18
Hotels

US\$1.27b
Valuation²

17 out of
18 assets
Freehold

- ✓ **Large, high-growth markets:** 57.1%³ of rooms in Top 10 MSAs⁴; 94.7%³ of rooms in Top 30 MSAs⁴
- ✓ **International brands:** 93.6%³ of rooms branded by Top 3 largest global hotel franchisors
- ✓ **Well-invested:** US\$174 million of capital expenditure spent on the Initial Portfolio since 2013
- ✓ **Identified growth:** Ramp-up from having refurbished 77.2%² of Initial Portfolio since 2018



THE SPONSOR

The Sponsor of EHT is Urban Commons, LLC, a privately-held real estate investment and development firm which managed the USHI Portfolio⁵ and is active across a range of property types with an emphasis on hotels. Founded in 2008 and headquartered in Los Angeles, U.S., the Sponsor has a highly experienced and dedicated team of staff responsible for its business activities, including acquisitions, development, finance, accounting, and asset management. The Sponsor aims to deliver strong risk-adjusted returns using a value-add investment strategy in top-tier U.S. MSAs.

Since inception, the Sponsor has completed 38 real estate acquisition and divestment transactions. As at 31 December 2018, the Sponsor has total assets under management of approximately more than US\$1.0 billion, including 14 hospitality assets, of which 12 represent the USHI Portfolio.

The Sponsor manages and/or owns 12 properties under various stages of entitlement and development, spanning hospitality, multifamily, retail, and assisted living. The current estimated value of these developments, subject to final development plans and date of completion, is in excess of US\$800 million upon completion.

² Based on the adopted value of each of the Properties, which is the independent valuation by HVS (as at 31 December 2018) ("Adopted Value")

³ Based on the number of rooms in the Initial Portfolio

⁴ Based on metropolitan statistical areas ("MSAs"); ranking based on 2017 GDP. There are 383 MSAs in U.S.

⁵ Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites - Waterpark and (xii) Crowne Plaza Danbury

RENAISSANCE DENVER STAPLETON



HILTON HOUSTON GALLERIA AREA



KEY INVESTMENT HIGHLIGHTS

MACRO & INDUSTRY

- 1 **STRONG U.S. MACROECONOMIC FUNDAMENTALS**
 - Fastest growing G7 economy by Gross Domestic Product (2012-2017 and 2017-2022 forecast); large, diversified and stable
- 2 **FAVOURABLE HOSPITALITY DEMAND/SUPPLY DYNAMICS**
 - Robust corporate demand – favourable business environment, earnings growth continuing
 - Robust leisure demand – consumer confidence near decade-highs, unemployment at decade-lows
 - Forecast room supply growth of 1.9% p.a. from 2018 – 2022 vs. 2.3% p.a. average in the last two decades⁶

PORTFOLIO QUALITY

- 3 **LARGE, HIGH-GROWTH MARKETS**
 - 57.1%⁷ in the Top 10 MSAs⁸ and 94.7%⁷ in the Top 30 MSAs⁸ (out of 383 MSAs in the U.S.⁸)
- 4 **WELL-INVESTED, PRIMARILY FREEHOLD, INTERNATIONALLY BRANDED HOTELS**
 - US\$174 million of capex spent on the Initial Portfolio since 2013
 - 17 out of 18 assets are freehold and branded by the 3 largest global hotel franchisors

GROWTH & STABILITY

- 5 **IDENTIFIED GROWTH DRIVERS**
 - Ramp-up from having refurbished 77.2%⁹ of Initial Portfolio since 2018
 - US\$18.6 million identified further asset enhancements
 - Accretive acquisition opportunities – pipeline assets and sourcing capabilities

- 6 **WELL-STRUCTURED FOR STABILITY AND GROWTH**
 - Master lease structure with Fixed Rent accounting for 66.0% of rental income¹⁰

COMMITTED SPONSOR

- 7 **STRONG ALIGNMENT OF INTEREST BETWEEN SPONSOR AND STAPLED SECURITYHOLDERS**
 - Founders to collectively own 15.2% stake in EHT¹¹, by rolling forward 100% of their common equity in the USHI Portfolio¹²

⁶ On a normalised basis, excluding the periods following the September 11th terror attacks and Global Financial Crisis, assuming approximately three-year lag time between key events and slowing supply growth due to construction time

⁷ Based on the number of rooms

⁸ Based on metropolitan statistical areas (“MSAs”); ranking based on 2017 GDP

⁹ Based on Adopted Valuation

¹⁰ Based on Projection Year 2020

¹¹ Based on percentage ownership in the Stapled Securities of EHT, immediately following the completion of the Offering, assuming the Over-Allotment Option is not exercised

¹² Assuming that the Over-Allotment Option is not exercised. The Over-Allotment Option is granted by the Stapled Security Lender, which is wholly owned by Howard Wu. See “Plan of Distribution – Over-Allotment and Stabilisation” for more details

SHERATON DENVER TECH CENTER



SHERATON PASADENA



WELL-INVESTED HOTELS

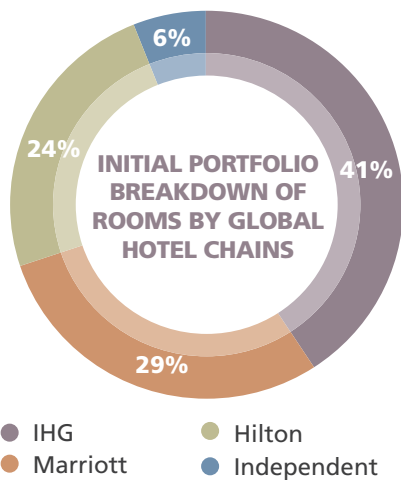
The Initial Portfolio is categorised based on the primary demand generator at each Property, namely (1) Corporate-led hotels, (2) Leisure-led hotels and (3) Airport hotels. Most of the Properties also have multiple secondary demand drivers, which provide income diversity and stability.

	Hotel	Market Segment	Land Tenure	Number of Hotel rooms	Adopted Valuation (US\$m)	Completion Date of Last Renovation	Capital Expenditure Spent Since 2013 (US\$m)
CORPORATE	1 Sheraton Pasadena	Upper Upscale	Freehold	311	114.2	Expected May 2019	16.8
	2 Sheraton Denver Tech Center	Upper Upscale	Freehold	263	31.7	Dec 2013	3.6
	3 Holiday Inn Denver East - Stapleton	Upper Midscale	Freehold	298	50.6	Sep 2018	10.9
	4 Renaissance Denver Stapleton	Upper Upscale	Freehold	400	88.2	Sep 2018	16.8
	5 Crowne Plaza Dallas Near Galleria-Addison	Upscale	Freehold	428	57.8	Mar 2019	3.5
	6 Hilton Houston Galleria Area	Upper Upscale	Freehold	292	48.6	Expected May 2019	9.7
	7 Hilton Atlanta Northeast	Upper Upscale	Freehold	271	55.4	Dec 2018	13.0
	8 Renaissance Woodbridge	Upper Upscale	Freehold	312	76.6	Expected May 2019	6.3
LEISURE	9 The Westin Sacramento	Upper Upscale	Freehold	101	43.6	Dec 2015	2.7
	10 The Queen Mary Long Beach	Upscale	66 Years Leasehold from 1 Nov 2016	347	159.4	Dec 2018	23.5
	11 Embassy Suites by Hilton Anaheim North	Upper Upscale	Freehold	223	50.8	Nov 2018	9.3
	12 Holiday Inn Hotel & Suites Anaheim	Upper Midscale	Freehold	255	77.9	Apr 2017	1.8
	13 Embassy Suites by Hilton Palm Desert	Upper Upscale	Freehold	198	32.1	Feb 2018	9.0
	14 Holiday Inn Resort Orlando Suites - Waterpark	Upper Midscale	Freehold	777	162.8	Aug 2018	27.5
	15 Crowne Plaza Danbury	Upscale	Freehold	242	12.0	Dec 2018	0.3
AIRPORTS	16 Holiday Inn Hotel & Suites San Mateo	Upper Midscale	Freehold	219	76.5	Jun 2018	5.6
	17 Four Points by Sheraton San Jose Airport	Upscale	Freehold	195	69.1	Mar 2016	6.3
	18 Doubletree by Hilton Salt Lake City Airport	Upscale	Freehold	288	60.9	Expected May 2019	7.6

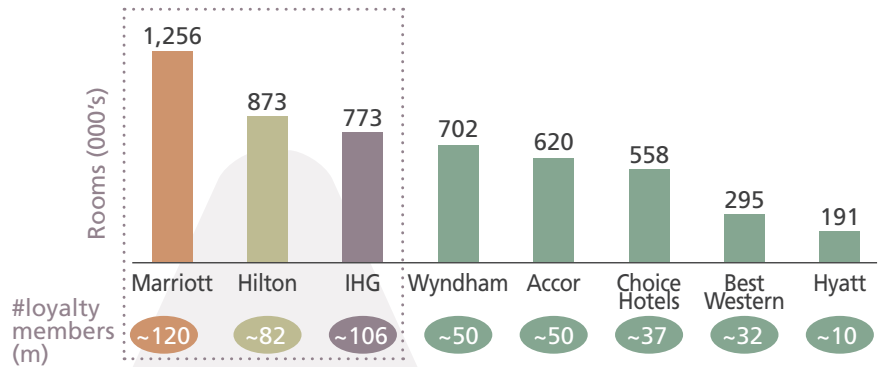
THE QUEEN MARY LONG BEACH



INTERNATIONALLY-BRANDED HOTELS WITH LARGEST LOYALTY PROGRAMMES

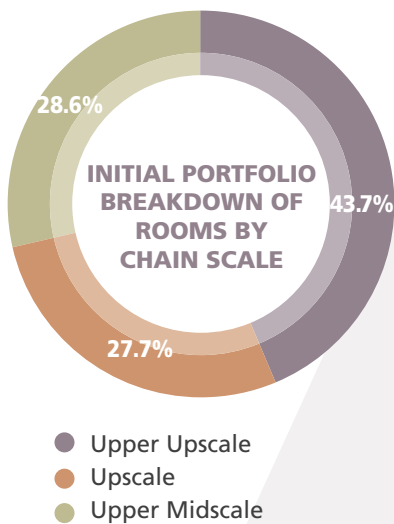


NUMBER OF ROOMS AND LOYALTY PROGRAMME MEMBERS ASSOCIATED WITH GLOBAL HOTEL CHAINS

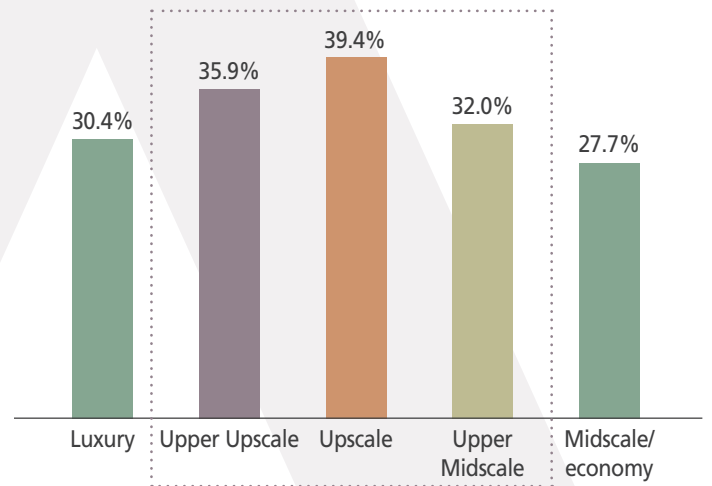


Source: Independent Market Research Consultant

TARGETED EXPOSURE TO UPPER MIDSCALE TO UPPER UPSCALE FULL SERVICE HOTELS



U.S. HOTELS GOP MARGINS BY CHAIN SCALE (2017)



Source: Independent Market Research Consultant

EMBASSY SUITES BY HILTON ANAHEIM NORTH

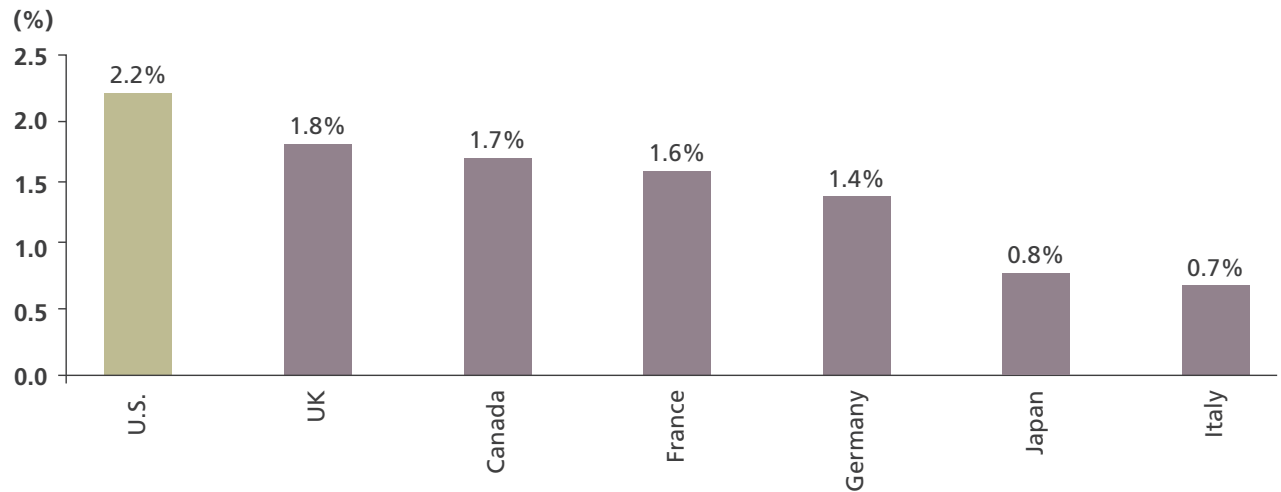
EMBASSY SUITES BY HILTON PALM DESERT



WELL POSITIONED TO BENEFIT FROM STRONG U.S. MACROECONOMIC FUNDAMENTALS

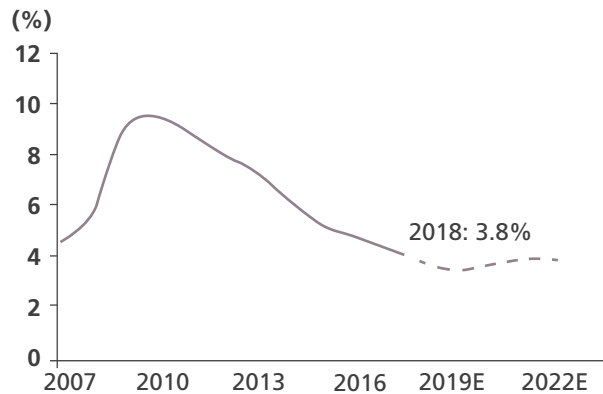
The outperformance of the U.S. economy against the G7 developed economies is expected to continue over the next five years

PROJECTED REAL GDP GROWTH PER ANNUM (2017 – 2022)



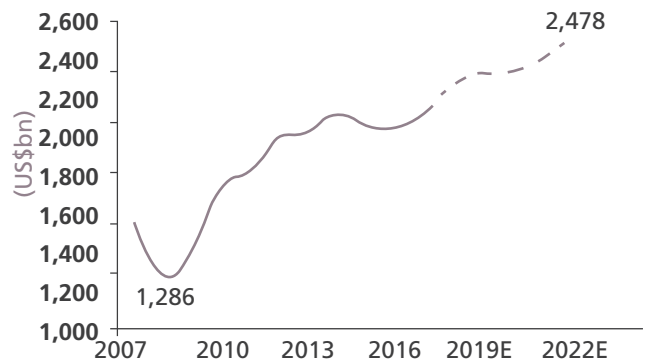
Low Employment and Steady Job Growth

U.S. UNEMPLOYMENT RATE



Earnings Growth Expected to Continue

CORPORATE EARNINGS GROWTH (US\$ BILLION)

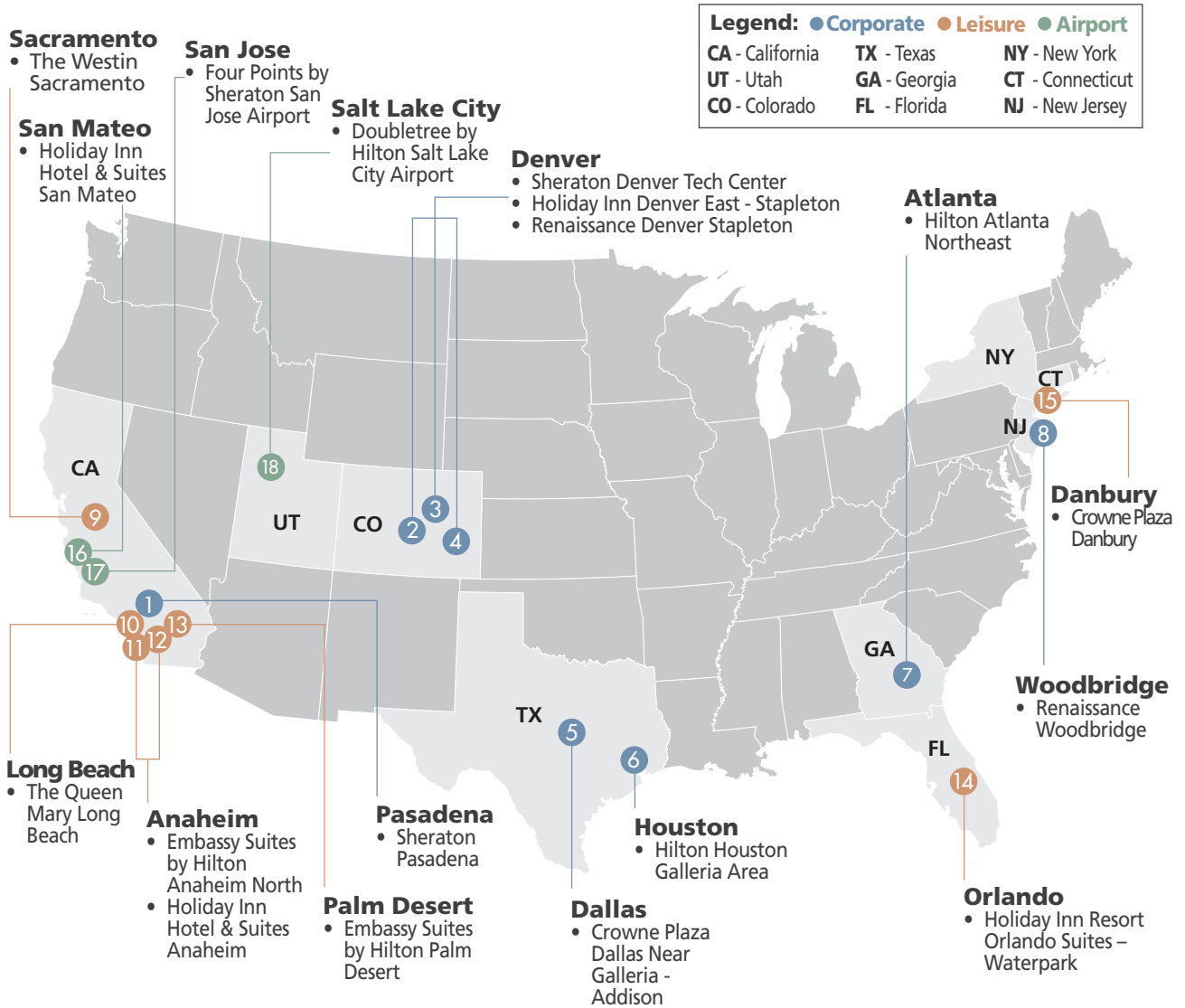


Source: Independent Market Research Consultant

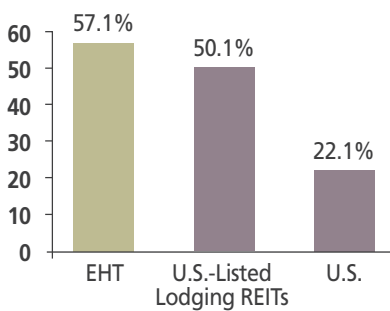
CROWNE PLAZA DANBURY



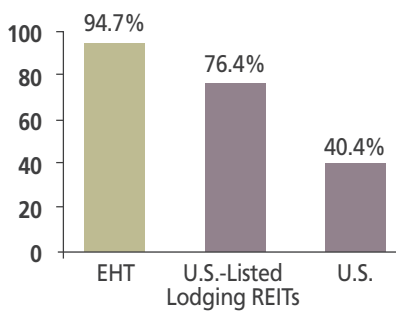
PORTFOLIO FOCUSED IN LARGE METROPOLITAN AREAS



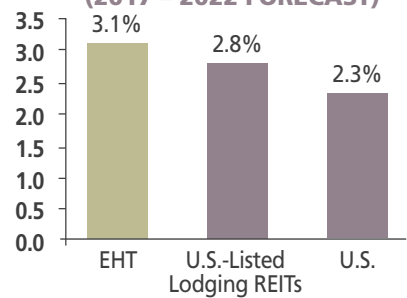
% OF ROOMS IN TOP 10 MSAs⁴



% OF ROOMS IN TOP 30 MSAs⁴



WEIGHTED AVERAGE REAL GDP GROWTH PER ANNUM (2017 – 2022 FORECAST)



Source: Independent Market Research Consultant

CROWNE PLAZA DALLAS NEAR GALLERIA-ADDISON

FOUR POINTS BY SHERATON SAN JOSE AIRPORT



KEY STRATEGIES OF THE REIT MANAGER

PROACTIVE ASSET MANAGEMENT AND ASSET ENHANCEMENT

- Optimise cash flow and value of the Properties by working with the master lessees and hotel managers to implement pro-active measures to enhance the properties of EHT and improve their operational performance
- Improve overall occupancy rates and average RevPAR, as well as create a better lodging experience for its clientele through active management

INVESTMENTS AND ACQUISITION GROWTH

- Source suitable asset acquisition opportunities that will provide attractive cash flows and yields, which satisfy the REIT Manager's investment mandate, for EHT to enhance returns to Stapled Securityholders and to capture opportunities for future income and capital growth

CAPITAL MANAGEMENT

- Employ an appropriate combination of debt and equity to fund acquisitions and asset enhancements
- Adopt a prudent approach to capital management to optimise risk-adjusted returns to Stapled Securityholders

DOUBLETREE BY HILTON SALT LAKE CITY AIRPORT

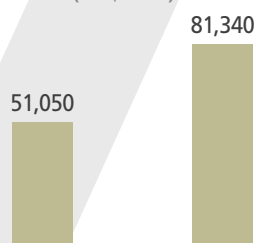


HOLIDAY INN RESORT ORLANDO SUITES – WATERPARK



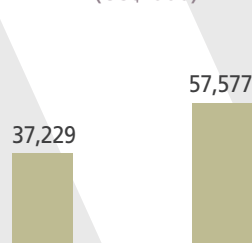
KEY FINANCIAL HIGHLIGHTS

NET PROPERTY INCOME (US\$'000)



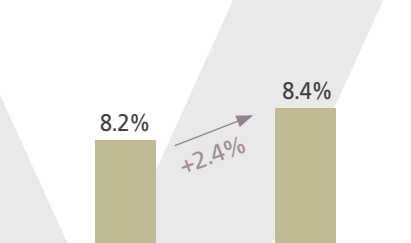
Forecast Period 2019¹⁴ Projection Year 2020

DISTRIBUTABLE INCOME (US\$'000)



Forecast Period 2019¹⁴ Projection Year 2020

FORECAST AND PROJECTED DISTRIBUTION YIELDS¹³



Forecast Period 2019^{14,15} Projection Year 2020

¹³ Based on the Offering Price of US\$0.78, together with the accompanying assumptions found in the Prospectus. Such yields and yield growth will vary accordingly for investors who purchase the Stapled Securities in the secondary market at a market price different from the Offering Price

¹⁴ Based on an eight-month forecast period from 1 May 2019 to 31 December 2019

¹⁵ Annualised

IPO TIMETABLE

Opening date and time for the public offer	16 May 2019, 9pm
Closing date and time for the public offer	22 May 2019, 12 Noon
Commence trading of Stapled Securities on the SGX-ST	24 May 2019, 2pm

HOW TO APPLY

APPLICATION FOR THE PUBLIC OFFER MAY BE MADE THROUGH:

- ATMs and internet banking websites of DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited
- Mobile banking interface of DBS Bank Ltd.
- Printed WHITE Public Offer Stapled Securities Application Form, which forms part of this Prospectus

US TAXATION

In addition to the Portfolio Interest Exemption Limit, Stapled Securityholders must comply with certain documentation requirements in order to be exempted from withholding tax under the United States Internal Revenue Code of 1986, as amended (the "IRC"), including under the United States Foreign Account Tax Compliance Act ("FATCA").

Please refer to the section "Important Notice Regarding the Ownership of the Stapled Securities" on page v of the Prospectus for more information and Appendix I on page I-1 of the Prospectus for the submission procedures for the relevant U.S. Tax Forms.

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NOTICE TO INVESTORS

No person is authorised to give any information or to make any representation in connection with the Offering not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners. If anyone provides you with different or inconsistent information, you should not rely on it. Neither the delivery of this Prospectus nor any offer, subscription, placement, purchase, sale or transfer made hereunder shall under any circumstances imply that the information contained herein is correct as at any date subsequent to the date hereof or constitute a representation that there has been no change or development reasonably likely to involve a material adverse change in the business, affairs, conditions and prospects of the Stapled Securities, EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager or the Sponsor since the date on the cover of this Prospectus. Where such changes occur and are material or required to be disclosed by law, the SGX-ST and/or any other regulatory or supervisory body or agency, the REIT Manager and/or the Trustee-Manager will make an announcement of the same to the SGX-ST and, if required, issue and lodge an amendment to this Prospectus or a supplementary document or replacement document pursuant to Section 240 and Section 296 or, as the case may be, Section 241 and Section 298 of the SFA and take immediate steps to comply with these sections. Investors should take notice of such announcements and documents and upon release of such announcements and documents shall be deemed to have notice of such changes.

For the avoidance of doubt, only EH-REIT is subject to compliance with Appendix 6 of the Code on Collective Investment Schemes (the “**CIS Code**”, and Appendix 6 of the CIS Code, the “**Property Funds Appendix**”). EH-BT is not subject to compliance with the Property Funds Appendix.

None of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers is making any representation or undertaking to any prospective purchaser or subscriber of the Stapled Securities regarding the legality of an investment by such purchaser or subscriber of the Stapled Securities under appropriate legal, investment or similar laws.

In addition, this Prospectus is issued solely for the purpose of the Offering and prospective investors in the Stapled Securities should not construe the contents of this Prospectus as legal, business, financial or tax advice. In making an investment decision, prospective investors must rely upon their own examination of EHT, EH-REIT and EH-BT and the terms of this Prospectus, including the risks involved. Prospective investors should be aware that they are required to bear the financial risks and other risks of an investment in the Stapled Securities, and may be required to do so for an indefinite period of time. Prospective investors should consult their own professional advisers as to the legal, tax, business, financial and related aspects of an investment in the Stapled Securities.

Copies of this Prospectus and the Application Forms may be obtained on request, subject to availability, during office hours, from:

DBS Bank Ltd.	Merrill Lynch (Singapore) Pte. Ltd.	UBS AG, Singapore Branch	BNP Paribas, acting through its Singapore branch	Deutsche Bank AG, Singapore Branch	Jefferies Singapore Limited
12 Marina Boulevard Level 3 Marina Bay Financial Centre Tower 3 Singapore 018982	50 Collyer Quay #14-01 OUE Bayfront Singapore 049321	One Raffles Quay #50-01 North Tower Singapore 048583	20 Collyer Quay #01-01 Singapore 049319	One Raffles Quay #16-00 South Tower Singapore 048583	80 Raffles Place #15-20 UOB Plaza 2 Singapore 048624

and, where applicable, from certain members of the Association of Banks in Singapore, members of the SGX-ST as well as merchant banks in Singapore. A copy of this Prospectus is also available on the SGX-ST website: <http://www.sgx.com>.

The Stapled Securities have not been and will not be registered under the Securities Act and, accordingly, may not be offered or sold within the United States except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. The Stapled Securities are being offered and sold in offshore transactions as defined and in reliance on Regulation S.

The EH-REIT Units and EH-BT Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The distribution of this Prospectus and the offering, subscription, placement, purchase, sale or transfer of the Stapled Securities in certain jurisdictions may be restricted by law. EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators and the Joint Bookrunners require persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions at their own expense and without liability to any of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators and the Joint Bookrunners. This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any of the Stapled Securities in any jurisdiction in which such offer or invitation would be unlawful. Prospective investors are authorised to use this Prospectus solely for the purpose of considering the subscription for the Stapled Securities in the Offering. For a description of certain restrictions on the offer, transfer and sale of the Stapled Securities, see "Plan of Distribution – Distribution and Selling Restrictions". Persons to whom a copy of this Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur. No one has taken any action that would permit a public offering to occur in any jurisdiction other than Singapore.

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Stapled Securities at levels that might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. (See "Plan of Distribution – Over-Allotment and Stabilisation" for further details.)

IMPORTANT NOTICE REGARDING THE OWNERSHIP OF STAPLED SECURITIES

Distributions will be reduced for Stapled Securityholders who are non-U.S. persons who own 10% or more interest in the Stapled Securities

Stapled securityholders of EHT (the “**Stapled Securityholders**”) who are non-U.S. persons are not entitled to claim the portfolio interest exemption, which is an exemption from 30% US withholding tax attributable to such Stapled Securityholder’s distributive share of the interest payments from US Corp (as defined herein) to Cayman Corp 1 (as defined herein) pursuant to intercompany loans from Cayman Corp 1 to US Corp (“**Portfolio Interest Exemption**”), if (i) such Stapled Securityholder directly or indirectly owns (including constructive ownership, as described below) 10% or more of the outstanding Stapled Securities (the “**Portfolio Interest Exemption Limit**”) and/or (ii) such Stapled Securityholder does not meet certain documentation requirements as set out below.

Any non-U.S. person who wishes to hold an interest in EHT greater than the Portfolio Interest Exemption Limit may do so but will be subject to 30% US withholding tax on their distributive share of the interest payments from US Corp to Cayman Corp 1. This tax will be remitted by EH-REIT on their behalf and will accordingly reduce the distributions from the REIT to which such persons would otherwise be entitled.

The Managers and the REIT Trustee propose to adopt the following procedures to monitor compliance with the Portfolio Interest Exemption Limit:

- **Identification of Substantial Stapled Securityholders:** The Managers and the REIT Trustee intend to rely on the existing disclosure regime under the SFA to identify Stapled Securityholders who may be at risk of exceeding the Portfolio Interest Exemption Limit. Pursuant to Section 137J and Section 137U of the SFA, a Stapled Securityholder:
 - (i) that becomes or ceases to become a Substantial Stapled Securityholder of EHT; and
 - (ii) that is a Substantial Stapled Securityholder, and is made aware of a change in the percentage level of its interest or interests in EHT,

is under a duty to notify the REIT Trustee and the Managers of the nature and extent of its interest in EHT. Further, pursuant to Section 137M and Section 137X of the SFA, the Trustee-Manager and the REIT Trustee has the power, *inter alia*, to require a Stapled Securityholder to specify whether it holds the Stapled Securities as a beneficial owner or trustee and to indicate, as far as it can, the persons for whom it holds the interest and the nature of their interest.

- **Notice to Substantial Stapled Securityholders:** The Managers will send a notice to a Substantial Stapled Securityholder who has notified EHT pursuant to the SFA disclosure regime informing the Substantial Stapled Securityholder of the Portfolio Interest Exemption Limit and the consequences of exceeding the Portfolio Interest Exemption Limit and may request additional information regarding such Substantial Stapled Securityholder’s indirect ownership of Stapled Securities. Substantial Stapled Securityholders are advised to manage their interests in the Stapled Securities so as not to breach the Portfolio Interest Exemption Limit. On a fortnightly basis, the Managers also intend to review EHT’s Register of Holders and Depository Register to identify any Stapled Securityholders who may own Stapled Securities in excess of the Portfolio Interest Exemption Limit. Where the aggregate holdings of a depository agent approaches 10% of the outstanding Stapled Securities, the Managers intend to send a request to the depository agent to (a) provide details of the holdings of its beneficial owners and (b) notify the Managers if any of its beneficial owners holds an interest

in 10% or more of the outstanding Stapled Securities. Any person who acquires or attempts or intends to acquire direct or indirect ownership of Stapled Securities that will or may violate the Portfolio Interest Exemption Limit must give immediate written notice to the Managers at least 15 days prior to a proposed or intended acquisition or, if later, immediately after becoming aware of the acquisition or proposed acquisition. Such person may be requested to provide such other information as may be requested by the Managers in order to determine the effect of such acquisition or proposed acquisition on whether such person can claim the Portfolio Interest Exemption.

Investors should note that the above procedures which make use of the determination of interests pursuant to the SFA disclosure regime will be used by the Managers and the REIT Trustee to monitor compliance with the Portfolio Interest Exemption Limit only, but the Portfolio Interest Exemption Limit is computed pursuant to the rules of the United States Internal Revenue Code of 1986, as amended (the “**IRC**”) which includes rules relating to Constructive Ownership (through the application of Section 318(a) of the IRC, as modified by Section 871(h)(3)(C) of the IRC) which could be different from interests in Stapled Securities as determined pursuant to the SFA. Stapled Securityholders should consult their own legal and tax advisers regarding the application of the rules of the IRC in relation to their ability to claim the Portfolio Interest Exemption.

Distributions will be reduced if a Stapled Securityholder does not submit required U.S. tax forms and documentation (See also Appendix I, “Procedures for the Submission of US Tax Forms” for further details)

Other than the Portfolio Interest Exemption Limit, a Stapled Securityholder must comply with certain documentation requirements in order to be exempted from withholding tax under the IRC, including under the United States Foreign Account Tax Compliance Act (“**FATCA**”). Specifically, a Stapled Securityholder must establish his status for FATCA purposes and his eligibility for the Portfolio Interest Exemption by providing an applicable IRS Form W-8 or such other certification or other information related to FATCA that is requested from time to time. A Stapled Securityholder must also provide updates of any changes to his status for FATCA purposes including information relating to his name, address, citizenship, personal identification number or tax identification number, tax residencies and tax status. Such information may be disclosed or reported to the IRS, the Inland Revenue Authority of Singapore (“**IRAS**”) or other applicable tax or regulatory authorities for the purpose of compliance with FATCA. If a Stapled Securityholder fails to provide or to update relevant information necessary for compliance with U.S. tax withholding requirements, including FATCA, or provide inaccurate, incomplete or false information, amounts payable by EHT to him may be subject to deduction or withholding in accordance with U.S. tax law and any intergovernmental agreements.

If a non-U.S. Stapled Securityholder does not exceed the Portfolio Interest Exemption Limit and provides all duly completed necessary documents for compliance with U.S. tax withholding requirements to the Managers which establishes their status for FATCA purposes and eligibility for the Portfolio Interest Exemption, EHT shall pay the full amount of distributions attributable to the interest payments from the US Corp to Cayman Corp 1 to such Stapled Securityholder free from withholding. For the avoidance of doubt, each Stapled Securityholder is responsible for establishing his or her own status for FATCA purposes. In the event that the information provided to the Managers is inaccurate, incomplete or false and the distributions paid to such Stapled Securityholder should have been subject to withholding, such Stapled Securityholder shall be liable to EHT for the full amount of such withholding and EHT shall be entitled to take all available measures to recover such amount from such Stapled Securityholder.

For the avoidance of doubt, if a non-U.S. Stapled Securityholder exceeds the Portfolio Interest Exemption Limit and/or fails to provide all necessary documents as described above, only the distributions of such Stapled Securityholder shall be subject to withholding and there is no impact on the distributions of other Stapled Securityholders and EHT.

As an illustration, if EHT were to declare a distribution of 4.27 U.S. cents per Stapled Security for the period from 1 May 2019 to 31 December 2019 (“**Forecast Period 2019**”) and a distribution of 6.54 U.S. cents per Stapled Security for the year from 1 January 2020 to 31 December 2020 (“**Projection Year 2020**”), and assuming that such hypothetical distributions were attributed solely to interest paid by US Corp to Cayman Corp 1, the amount a Stapled Securityholder would receive from such hypothetical distributions would vary depending on whether the required documentation or information is duly completed and received by EHT as follows:

No.	Documentation/Other Information	Distribution Paid
1	Duly completed, demonstrates eligibility for the Portfolio Interest Exemption, establishes FATCA status, and received by the Managers	4.27 US cents per Stapled Security (or its equivalent amount in Singapore dollars) for Forecast Period 2019, and 6.54 US cents per Stapled Security (or its equivalent in Singapore dollars) for Projection Year 2020 ⁽¹⁾
2	Failure to provide documentation or other information to the Managers in a timely manner or information provided to the Managers are inaccurate, incomplete or false	2.99 US cents per Stapled Security (or its equivalent amount in Singapore dollars) for Forecast Period 2019, and 4.58 US cents per Stapled Security (or its equivalent in Singapore dollars) for Projection Year 2020 ⁽¹⁾

Note:

(1) In each case, (i) based on the assumption that the distribution is attributable solely to interest paid by US Corp to Cayman Corp 1 and (ii) based on 30% withholding tax.

For the avoidance of doubt, this illustration is not based on actual projected distributions or on the actual amount of interest expected to be paid by US Corp to Cayman Corp 1.

Subject to specified limitations, the amount of any tax withheld generally will be creditable against the U.S. federal income tax liability of the beneficial owner of the Stapled Securities, and such person may file for a refund from the IRS of any amount of withheld tax in excess of that tax liability, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS. However, such withheld amounts may not be refunded by the IRAS or other applicable non-US tax or regulatory authorities. (See “Taxation – United States Taxation – FATCA” and Appendix F for further details.)

Notice to Potential Stapled Securityholders Subject to U.S. Taxation

An investment in the Stapled Securities may not be suitable for U.S. persons, persons for which such investment would be effectively connected with a U.S. trade or business (or a permanent establishment under an applicable tax treaty), or persons that would otherwise be subject to U.S. taxation on their investment in the Stapled Securities. Such persons should consult their own tax advisers before investing in the Stapled Securities.

Personal Data Protection Act

For the purposes of the Personal Data Protection Act 2012 of Singapore (“**PDPA**”), you consent and acknowledge that all personal data (as defined in the PDPA and referred to in this Section as “**Personal Data**”) provided by you to the Managers, the REIT Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and Underwriters or any of their respective agents, may be collected, used, disclosed or otherwise processed in order for

the Managers, the REIT Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and Underwriters or any of their respective agents, to carry out their respective duties and obligations in relation to any investment by the Stapled Securityholders into EHT, for each of the purposes as set out in this section or as may be permitted under the PDPA.

Where any Personal Data relating to any third party individuals has been provided by you to the Managers, the REIT Trustee, EHT, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and Underwriters or any of their respective agents, you warrant and represent that you have:

- (a) informed such individuals that Personal Data relating to them has been or will be disclosed to the Managers, the REIT Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and Underwriters or any of their respective agents;
- (b) informed such individuals that their Personal Data will be collected, held, used, disclosed, transferred or otherwise processed by the Managers, the REIT Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and Underwriters or any of their respective agents to carry out their respective duties and obligations in relation to any investment by the Stapled Securityholder into EHT, and for each of the purposes as set out in this section or as may be permitted under the PDPA; and
- (c) obtained the consent of all such individuals for the foregoing.

FORWARD-LOOKING STATEMENTS

Certain statements in this Prospectus constitute forward-looking statements. Statements that are not historical facts, including statements about beliefs and expectations, are forward-looking statements and can generally be identified by the use of forward-looking terminology such as the words “believe”, “expect”, “anticipate”, “plan”, “intend”, “estimate”, “project” and similar words. This Prospectus also contains forward-looking financial information in “Profit Forecast and Profit Projection” and other sections. Such forward-looking statements and financial information involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of EHT, EH-REIT, EH-BT, the REIT Manager and/or the Trustee-Manager and/or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements and financial information. Such forward-looking statements and financial information are based on numerous assumptions regarding present and future business strategies of the REIT Manager and/or the Trustee-Manager and the environment in which EHT, EH-REIT, EH-BT, the REIT Manager and/or the Trustee-Manager will operate in the future. As these statements and financial information reflect current views of the REIT Manager and/or the Trustee-Manager concerning future events, these statements and financial information necessarily involve risks, uncertainties and assumptions. Actual future performance could differ materially from these forward-looking statements and financial information. You should not place any reliance on these forward-looking statements and financial information.

Among the important factors that could cause the actual results, performance or achievements of EHT, EH-REIT, EH-BT, the REIT Manager, the Trustee-Manager or the Sponsor to differ materially from those in the forward-looking statements and financial information are the conditions of, and changes in, the domestic, regional and global economies, including, but not limited to, factors such as political, economic and social conditions, changes in government laws and regulations affecting EHT, competition in the hospitality markets in which EHT may operate or invest, industry, interest rates, inflation, relations with service providers, relations with lenders, hostilities (including future terrorist attacks), the performance and reputation of EHT’s properties and/or acquisitions, difficulties in identifying future acquisitions, difficulty in completing and integrating acquisitions, changes in the Managers’ directors and executive officers, risks related to natural disasters, general volatility of the capital markets, general risks relating to the hospitality markets in which EHT may invest and the market price of the Stapled Securities as well as other matters not yet known to the Managers or not currently considered material by the Managers. Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under “Risk Factors”, “Profit Forecast and Profit Projection” and “Business and Properties”. These forward-looking statements and financial information speak only as at the date of this Prospectus. The Managers expressly disclaim any obligation or undertaking to release publicly any updates of or revisions to any forward-looking statement and financial information contained herein to reflect any change in the expectations of the Managers or the Sponsor with regard thereto or any change in events, conditions or circumstances on which any such statement or information is based, subject to compliance with all applicable laws and regulations and/or the rules of the SGX-ST and/or any other relevant regulatory or supervisory body or agency.

CERTAIN DEFINED TERMS AND CONVENTIONS

EHT, EH-REIT and EH-BT will publish their financial statements in United States dollars. In this Prospectus, references to “S\$”, “\$”, “Singapore dollars” or “cents” are to the lawful currency of the Republic of Singapore and references to “USD”, “US\$” or “US cents” are to the lawful currency of the United States. Certain monetary amounts set out in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in tables may not be an arithmetic aggregation of the figures that precede them.

Unless otherwise defined, capitalised terms used in this Prospectus shall have the meanings set out in the Glossary.

The forecast and projected yields and yield growth are calculated based on the Offering Price and the assumption that the Listing Date is 1 May 2019. Such yields and yield growth will vary accordingly if the Listing Date is not 1 May 2019, or for investors who purchase the Stapled Securities in the secondary market at a market price different from the Offering Price.

Any discrepancies in the tables, graphs and charts included in this Prospectus between the listed amounts and totals thereof are due to rounding. Save in the case of figures in square feet (“**sq ft**”), US\$ and S\$ which are rounded to the nearest thousand and percentages which are rounded to one decimal place, where applicable, figures are rounded off to the nearest whole number, including all figures on revenue per available hotel room (excluding house use hotel rooms) (“**RevPAR**”) and average daily rate (“**ADR**”). Measurements in square metres (“**sq m**”) are converted to sq ft and *vice versa* based on the conversion rate of 1.0 sq m = 10.7639 sq ft. References to “Appendix” or “Appendices” are to the appendices set out in this Prospectus. All references in this Prospectus to dates and times shall mean Singapore dates and times unless otherwise specified.

Unless otherwise specified, all information relating to the Properties (as defined herein) in this Prospectus are as at 31 December 2018. See “Business and Properties” for details regarding the Properties. Unless otherwise specified, all references to “Holiday Inn Hotel & Suites San Mateo” in this Prospectus shall include a 47-room hotel building located on the site of this Hotel which is currently operating as an independent hotel, though planning is underway to rebrand it under the Holiday Inn or another IHG brand.

For the purposes of this Prospectus, real estate used for “**hospitality**” purposes includes hotels, serviced residences, resorts and other lodging facilities, whether in existence by themselves as a whole or as part of larger mixed-use developments, which may include commercial, entertainment, retail and leisure facilities.

MARKET AND INDUSTRY INFORMATION

This Prospectus includes market and industry data and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Industry publications, surveys and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information. The Managers have commissioned Jones Lang LaSalle Americas, Inc. (the **"Independent Market Research Consultant"**) to prepare the "Independent Hospitality Industry Report". (See Appendix E, "Independent Hospitality Industry Report" for further details.) While the Managers have taken reasonable steps to ensure that the information is extracted accurately and in its proper context, the Managers have not independently verified any of the data from third party sources or ascertained the underlying economic assumptions relied upon therein. Consequently, none of EHT, EH-REIT, EH-BT, the Managers, the REIT Trustee, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners makes any representation as to the accuracy or completeness of such information, and each of them shall not be held responsible in respect of any such information and shall not be obliged to provide any updates on the same.

Both the REIT Trustee and the Trustee-Manager have appointed Colliers International Consultancy & Valuation (Singapore) Pte. Ltd. (**"Colliers"**) and SG&R Singapore Pte Ltd¹ (**"HVS"**) as the valuers of the Properties (the **"Independent Valuers"**). (See Appendix D, "Independent Property Valuation Summary Reports" for further details.)

¹ SG&R Singapore Pte Ltd is the Singapore entity of HVS.

USE OF TRADEMARKS OR BRANDS IN THE PROSPECTUS

This Prospectus contains certain trademarks or brands that may be the exclusive property of their respective owners which are third party hotel brand companies (the “**Hotel Franchisors**”) and the Hotel Managers (as defined herein) that are not owned or controlled by EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor or the Master Lessee (as defined herein).

In the event that the agreement of the Master Lessee with the applicable Hotel Franchisor and the Hotel Managers is terminated for any reason, the use of all the relevant trademarks and service marks in connection with the relevant Property will cease. All signs and materials bearing those marks and other indicia connecting the Property with the relevant Hotel Franchisor and the Hotel Managers will be removed.

Investors are reminded that the third party Hotel Franchisors and the Hotel Managers that are party to arrangements related to the Properties are and may continue to be engaged in other business ventures, including the acquisition, development or operation of lodging, residential and vacation ownership properties, which are or may become competitors of the Properties. Therefore, these Hotel Franchisors and the Hotel Managers may have potential conflicts of interest in connection with the operation of the Properties.

In addition, none of these Hotel Franchisors and the Hotel Managers makes any representation or warranty, express or implied, as to the accuracy, currency, reliability or completeness of the information in this Prospectus and none of them is responsible or liable in any way whatsoever for any claim, loss or damage arising out of or related to such information, the offer or sale of the Stapled Securities being offered hereby, including any liability or responsibility for any financial statements, projections or other financial information or other information contained in this Prospectus or otherwise disseminated in connection with the offer or sale of the Stapled Securities offered hereby. Neither an actual or potential investor in the Stapled Securities nor any other person may seek recourse or impose any liability against any of these Hotel Franchisors and the Hotel Managers for any alleged or actual impropriety relating to the offer and sale of the Stapled Securities and/or for the operation of the business.

Hilton Worldwide Holdings, Inc.

This Prospectus contains registered trademarks, including Hilton[®], Embassy Suites[®] and Doubletree[®] that are the exclusive property of Hilton Worldwide Holdings, Inc. (“**HWHI**”) and its subsidiaries and affiliates. None of HWHI, its parents, subsidiaries or affiliates or any of their respective officers, directors, members, managers, stockholders, owners, agents or employees, which we refer to collectively as the “**HWHI Parties**” is an issuer or underwriter of the securities being offered in this Prospectus, plays (or will play) any role in the offer or sale of our securities, or has any responsibility for the creation or contents of this Prospectus. In addition, none of the HWHI Parties has or will have any liability or responsibility whatsoever arising out of or related to the sale or offer of the securities being offered in this Prospectus, including any liability or responsibility for any financial statements, projections, forecasts or other financial information or other information contained in this Prospectus or otherwise disseminated in connection with the offer or sale of the securities offered by this Prospectus. You must understand that, if you purchase our securities in this Offering, your sole recourse for any alleged or actual impropriety relating to the offer and sale of the securities and the operation of our business will be against us (and/or, as may be applicable, the seller of such securities) and in no event may you seek to impose liability arising from or related to such activity, directly or indirectly upon any of the HWHI Parties.

InterContinental Hotels Group PLC

“Holiday Inn®,” “Holiday Inn Resorts®” and “Crowne Plaza®” are each a registered trademark of InterContinental Hotels Group PLC or one of its affiliates. For convenience, the applicable trademark or service mark symbol has been omitted but will be deemed to be included wherever the above referenced terms are used. All references to “IHG” mean InterContinental Hotels Group PLC and all of its affiliates and subsidiaries, and their respective officers, directors, agents, employees, accountants and attorneys. IHG is not responsible for the content of this Prospectus, whether relating to hotel information, operating information, financial information, IHG’s relationship with EHT or its affiliates, or otherwise. IHG is not involved in any way, whether as an “issuer” or “underwriter” or otherwise, in the Offering and receives no proceeds from the Offering. IHG has not expressed any approval or disapproval regarding this Prospectus or the Offering related to this Prospectus, and the grant by IHG of any franchise or other rights to EHT or its affiliates shall not be construed as any expression of approval or disapproval. IHG has not assumed, and shall not have, any liability in connection with this Prospectus or the Offering related to this Prospectus.

Marriott International, Inc.

“Renaissance Hotels®,” “Renaissance®,” “Sheraton Hotels®,” “Sheraton®,” “Four Points®,” “Westin®” and “Delta®” are each a registered trademark of Marriott International, Inc. or one of its affiliates. For convenience, the applicable trademark or service mark symbol has been omitted but will be deemed to be included wherever the above referenced terms are used. All references to “Marriott” mean Marriott International, Inc. and all of its affiliates and subsidiaries, and their respective officers, directors, agents, employees, accountants and attorneys. Marriott is not responsible for the content of this Prospectus, whether relating to hotel information, operating information, financial information, Marriott’s relationship with EHT and its affiliates or otherwise. Marriott is not involved in any way, whether as an “issuer” or “underwriter” or otherwise, in the Offering and receives no proceeds from the Offering. Marriott has not expressed any approval or disapproval regarding this Prospectus or the Offering related to this Prospectus, and the grant by Marriott of any franchise or other rights to EHT shall not be construed as any expression of approval or disapproval. Marriott has not assumed, and shall not have, any liability in connection with this Prospectus or the Offering related to this Prospectus.

Crestline Hotel & Resorts, LLC

Crestline Hotel & Resorts, LLC (“**Crestline**”) is not an issuer or underwriter of the securities being offered in this Prospectus and does not play (or will not play) any role in the offer or sale of our securities, or has any responsibility for the creation or contents of this Prospectus. In addition, Crestline does not have or will not have any liability or responsibility whatsoever arising out of or related to the sale or offer of the securities being offered in this Prospectus, including any liability or responsibility for any financial statements, projections, forecasts or other financial information or other information contained in this Prospectus or otherwise disseminated in connection with the offer or sale of the securities offered by this Prospectus. You must understand that, if you purchase our securities in this Offering, your sole recourse for any alleged or actual impropriety relating to the offer and sale of the securities and the operation of our business will be against us (and/or, as may be applicable, the seller of such securities) and in no event may you seek to impose liability arising from or related to such activity, directly or indirectly upon Crestline.

INFORMATION TO DISTRIBUTORS

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended (“**MiFID II**”); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the “**MiFID II Product Governance Requirements**”), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which Deutsche Bank AG, Singapore Branch, as a “manufacturer” (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Stapled Securities in the Offering have been subject to a product approval process, which has determined that the Stapled Securities in the Offering are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the “**Target Market Assessment**”). Notwithstanding the Target Market Assessment, “distributors” (for the purposes of the MiFID II Product Governance Requirements) should note that: the price of the Stapled Securities in the Offering may decline and investors could lose all or part of their investment; the Stapled Securities in the Offering offer no guaranteed income and no capital protection; and an investment in the Stapled Securities in the Offering is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Offer. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners and Underwriters will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Stapled Securities in the Offering.

Each distributor is responsible for undertaking its own target market assessment in respect of the Stapled Securities in the Offering and determining appropriate distribution channels.

OVERVIEW

The following overview is qualified in its entirety by, and is subject to, the more detailed information contained or referred to elsewhere in this Prospectus. The meanings of terms not defined in this overview can be found in the Glossary, the Stapling Deed, the EH-REIT Trust Deed or the EH-BT Trust Deed (each as defined herein). A copy of the Stapling Deed and the EH-REIT Trust Deed can be inspected at the registered office of the REIT Manager, which is located at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, while a copy of the Stapling Deed and the EH-BT Trust Deed can be inspected at the registered office of the Trustee-Manager, which is located at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

Statements contained in this section that are not historical facts may be forward-looking statements or are historical statements reconstituted on a pro forma basis. Such statements are based on certain assumptions and are subject to certain risks, uncertainties and assumptions which could cause actual results of EHT to differ materially from those forecast or projected (See “Forward-looking Statements” for further details). Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by EHT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or any other person or that these results will be achieved or are likely to be achieved. Investing in the Stapled Securities involves risks. Prospective investors are advised not to rely solely on this section, but to read this Prospectus in its entirety and, in particular, the sections from which the information in this section is extracted and “Risk Factors” to better understand the Offering and EHT’s businesses and risks.

INTRODUCTION TO EHT

EHT

EHT is a hospitality stapled group comprising EH-REIT and EH-BT.

EH-REIT is a Singapore-based real estate investment trust (“**REIT**”) established with the principal investment strategy of investing on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, as well as real estate-related assets in connection with the foregoing, with an initial focus on the US.

For the purposes of this Prospectus, real estate used for “**hospitality**” purposes includes hotels, serviced residences, resorts and other lodging facilities, whether in existence by themselves as a whole or as part of larger mixed-use developments, which may include commercial, entertainment, retail and leisure facilities.

The REIT Manager is indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods. Howard Wu and Taylor Woods are the co-founders of the Sponsor (collectively, the “**Founders**” and each, a “**Founder**”) and they each own 50% of the common equity interests in the Sponsor.

EH-BT is a Singapore-based business trust which will be dormant as at the Listing Date. The Trustee-Manager is indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods.

EHT is a US hospitality specialist with an invested Sponsor and a portfolio of full service hotels in the top US markets.

(See “Structure of EHT” for further details.)

Objectives

The Managers' principal objectives are to deliver regular and stable distributions to the holders of the Stapled Securities (the "**Stapled Securityholders**") and to achieve long-term growth in distribution per Stapled Security ("**DPS**") and in the net asset value ("**NAV**") per Stapled Security, while maintaining an appropriate capital structure.

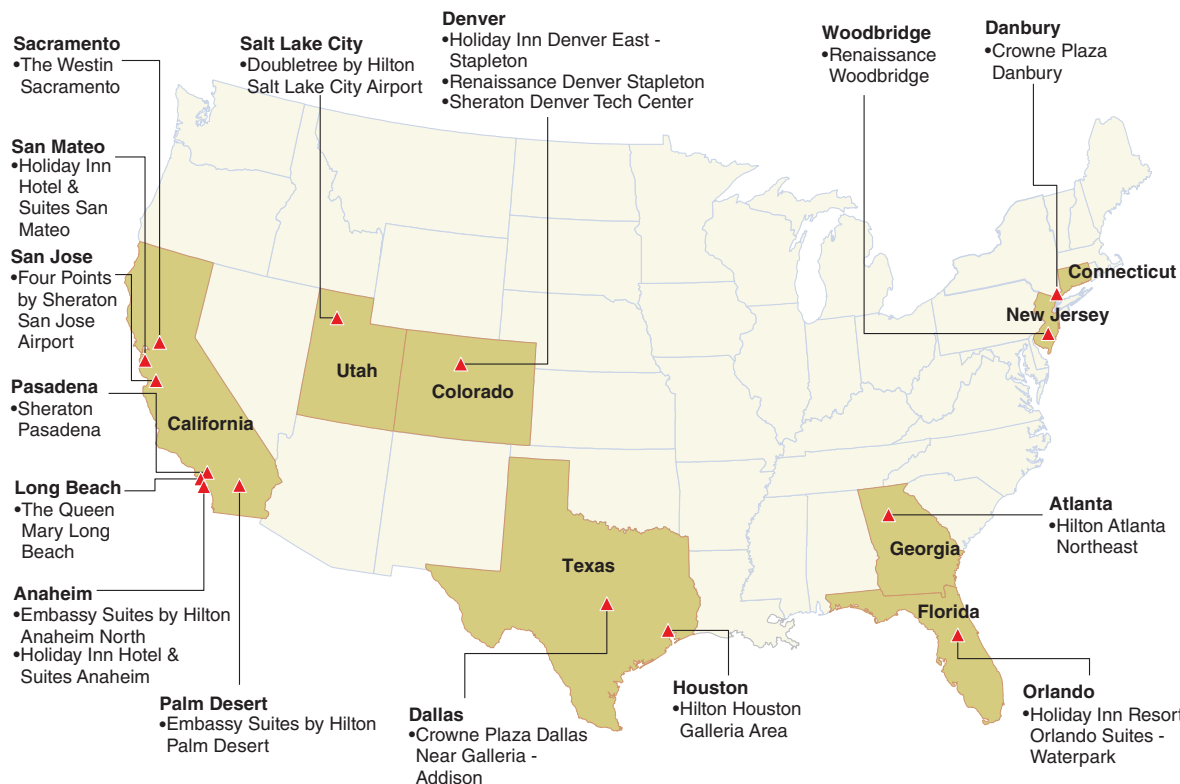
Initial Portfolio

The initial portfolio of EHT (the "**Initial Portfolio**") will, on the Listing Date, comprise 18 full service hotel properties consisting of nine Upper Upscale hotels, five Upscale hotels and four Upper Midscale hotels (the "**Hotels**" or the "**Properties**") located in the United States, with a total of 5,420 rooms and an aggregate valuation of approximately US\$1.27 billion¹. 94.7% of the Initial Portfolio (by number of rooms) are located in the top 30 largest Metropolitan Statistical Areas ("**MSA**") in the United States (out of 383 MSAs in total).

The features of each type of Hotel in the Initial Portfolio are set out below:

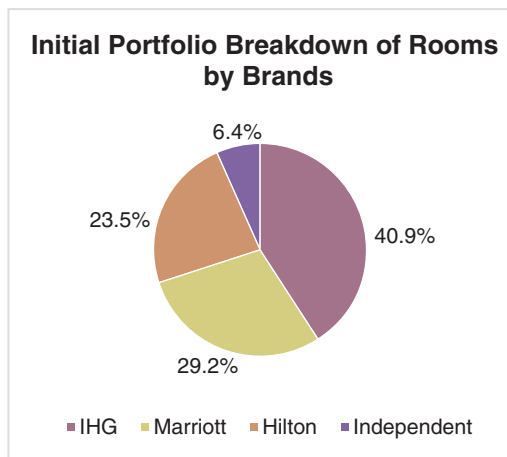
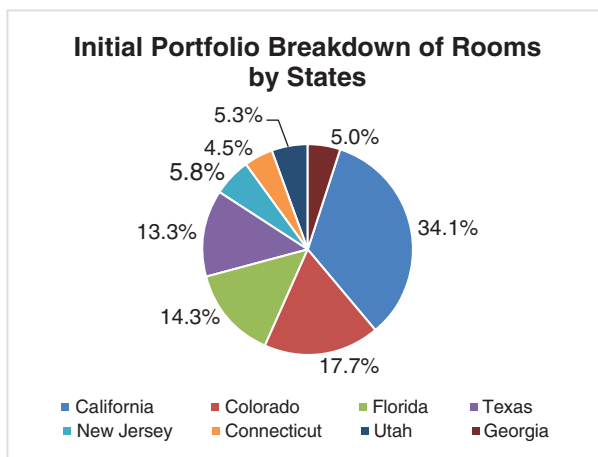
- **Upper Upscale:** Typically offer a full range of on-property amenities and services, including full service, all-day restaurants, room service (in most cases), recreational facilities, a fitness centre, and a business centre. In some cases, the hotels feature concierges and spas. For hotels that are in an airport market, they often offer a shuttle service to airport.
- **Upscale:** Offer an array of on-property amenities and services, including a F&B outlet offering breakfast (and in some cases a three-meal operation), recreational facilities (in some cases), a fitness centre and a business centre. For hotels that are in an airport market, they often offer a shuttle service to airport.
- **Upper Midscale:** Feature a breakfast buffet, selected on-property amenities to include a fitness centre and selected business services. For hotels that are in an airport market, they often offer a shuttle service to airport.

The location of the Initial Portfolio is set out below.



1 Based on the adopted value of each of the Properties, which is the independent valuation by HVS (as at 31 December 2018) ("**Adopted Value**").

The following charts show a summary of key details of the Initial Portfolio:



Name of Hotel	Location	Market Segment	Number of Hotel Rooms
Sheraton Pasadena	Pasadena, California	Upper Upscale	311
Holiday Inn Hotel & Suites Anaheim	Anaheim, California	Upper Midscale	255
Embassy Suites by Hilton Anaheim North	Anaheim, California	Upper Upscale	223
Holiday Inn Hotel & Suites San Mateo	San Mateo, California	Upper Midscale	219
Four Points by Sheraton San Jose Airport	San Jose, California	Upscale	195
The Westin Sacramento	Sacramento, California	Upper Upscale	101
Embassy Suites by Hilton Palm Desert	Palm Desert, California	Upper Upscale	198
The Queen Mary Long Beach	Long Beach, California	Upscale	347
Renaissance Denver Stapleton	Denver, Colorado	Upper Upscale	400
Holiday Inn Denver East – Stapleton	Denver, Colorado	Upper Midscale	298
Sheraton Denver Tech Center	Denver, Colorado	Upper Upscale	263
Holiday Inn Resort Orlando Suites – Waterpark	Orlando, Florida	Upper Midscale	777
Crowne Plaza Dallas Near Galleria-Addison	Dallas, Texas	Upscale	428
Hilton Houston Galleria Area	Houston, Texas	Upper Upscale	292
Renaissance Woodbridge	Woodbridge, New Jersey	Upper Upscale	312
Crowne Plaza Danbury	Danbury, Connecticut	Upscale	242
Doubletree by Hilton Salt Lake City Airport	Salt Lake City, Utah	Upscale	288
Hilton Atlanta Northeast	Atlanta, Georgia	Upper Upscale	271
Total			5,420

KEY INVESTMENT HIGHLIGHTS OF EHT

(Unless otherwise stated herein, the industry and market-related data and information in this section have been extracted from the Independent Hospitality Industry Report set out in Appendix E which has been prepared by the Independent Market Research Consultant.)

The Managers believe that an investment in EHT offers the following attractions to Stapled Securityholders:

1. Strong U.S. macroeconomic and hospitality fundamentals

- a. A fast-growing economy, with the hospitality industry as the standout performer
 - Fastest Gross Domestic Product (“GDP”) growth amongst the G7 (2012-2017 and 2017-2022 forecast)
 - Large diversified economy makes it one of the most economically stable amongst the G7 over the last two decades
 - Accommodation services spending growth of 6.0% per annum compared to overall consumer spending growth of 4.0% per annum over the last 15 years (2002-2017)
- b. Robust corporate and leisure demand drivers
 - *Corporate demand:* Business sentiment close to all-time highs, supported by strong manufacturing Purchasing Managers’ Index (“PMI”) and accelerating corporate earnings growth
 - *Leisure demand:* Consumer confidence and wage growth close to their highest in a decade, driven by steady job creation and low unemployment
- c. Favourable demand-supply dynamics
 - Since 2009, lodging demand has grown over two times faster than supply¹
 - Forecast room supply growth of 1.9% per annum from 2018-2022, below the average over the last two decades of 2.3% per annum (on a normalised basis, excluding the periods following the September 11th terror attacks in the U.S. and Global Financial Crisis)²

2. Pure-play U.S. hotel exposure with focus on large, high-growth markets

- a. 57.1%³ in the top 10⁴ largest MSAs and 94.7%³ in the top 30⁴ MSAs (out of 383 MSAs in total)
- b. Focused on growth markets (portfolio weighted average vs. U.S. overall, 2017-2022E)
 - Real GDP growth of 3.1% per annum vs. 2.3% per annum
 - Real non-farm payroll growth of 1.3% per annum vs. 0.8% per annum

¹ Based on the average annual growth from 2009 to 2017.

² Assuming approximately three year time lag between key events and slowing supply growth, due to construction time.

³ Based on number of rooms in the Initial Portfolio.

⁴ Ranking based on 2017 GDP.

- c. Exposure to 11 major MSAs with varied economic drivers provides benefits of diversification within a unified economic and legal framework, with no currency risks

3. Well-invested, primarily freehold, internationally branded hotels

- a. 17 out of 18 assets are freehold¹
- b. 93.6%² branded by the three largest hotel franchisors globally, providing access to the largest marketing networks and loyalty programmes
- c. Targeted exposure to upper-midscale to upper-upscale hotels provides resilience
- d. Well located near proven demand generators (e.g. convention centres, major business districts corporate headquarters, Disney and other major theme parks and airports)
- e. US\$174 million of capital expenditure spent on the Initial Portfolio since 2013

4. Multiple visible growth drivers

- a. Ramp-up of recently refurbished assets – 77.2%³ of portfolio refurbished since 2018
- b. US\$18.6 million identified further asset enhancements
- c. Potential acquisition opportunities – two pipeline assets coupled with sourcing capabilities of Founders and Managers

5. Well-structured for stability and growth

- a. Master Lease Agreements
 - Fixed Rent accounts for 66.0% of rental income⁴
 - 71.3% of Variable Rent⁴ based on gross operating revenue (“**Gross Operating Revenue**” or “**GOR**”), which provides long-term growth without exposure to margin volatility
- b. Prudent capital structure – approximately 38.0% Aggregate Leverage with approximately US\$170 million debt headroom⁵, well spread maturity profile with weighted average debt maturity of approximately 4.2 years

6. Committed Sponsor and management team with established track record

- a. Sponsor with 10-year track record of hotel acquisitions and intensive asset management
- b. Strong alignment of interest, with Founders to collectively own 15.2% stake⁶ in EHT, by rolling forward 100% of their common equity in the USHI Portfolio⁷

1 The only non-freehold asset in the portfolio is The Queen Mary Long Beach which has balance lease tenure of approximately 63 years.

2 Based on the number of rooms in the Initial Portfolio.

3 Based on the Adopted Value of the Initial Portfolio.

4 Based on Projection Year 2020.

5 Debt headroom computed based on the maximum Aggregate Leverage permitted under the Property Funds Appendix of 45.0%.

6 Based on percentage ownership in the Stapled Securities of EHT, immediately following the completion of the Offering, assuming the Over-Allotment Option is not exercised based on the Offering Price.

7 Assuming that the Over-Allotment Option is not exercised. The Over-Allotment Option is granted by the Stapled Security Lender, which is wholly owned by Howard Wu. See “Plan of Distribution – Over-Allotment and Stabilisation” for more details.

- c. Management Fees structured to incentivise the Managers to provide Stapled Securityholders with stable and growing distributions
- d. Management team with average 20 years of real estate, hospitality and finance experience

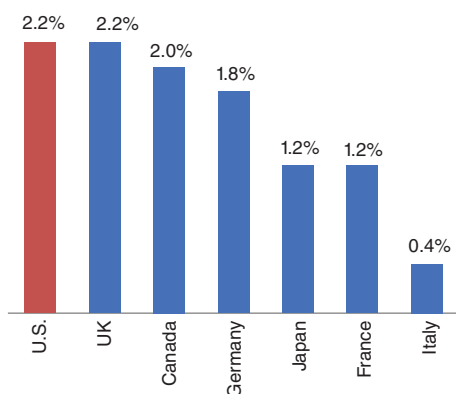
1. Strong U.S. macroeconomic and hospitality fundamentals

- a. A fast-growing economy, with the hospitality industry as the standout performer

The U.S. is the world’s largest economy and also one of the most stable and diversified. It has been the fastest-growing amongst the G7 developed economies over the last five years, and this outperformance is expected to continue over the next five years.

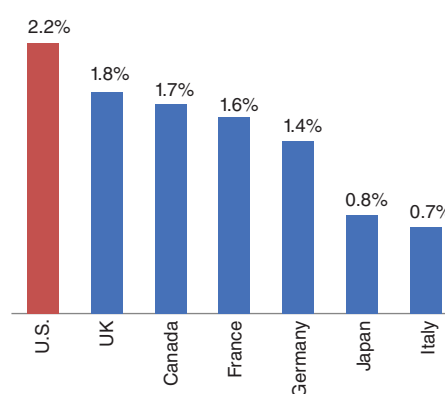
Growth in the U.S. hospitality industry has historically been highly correlated with that of U.S. GDP, and the industry is therefore poised to benefit from the country’s strong economic growth, especially given its high exposure to domestic travel.

Real GDP Growth per Annum (2012 – 2017)



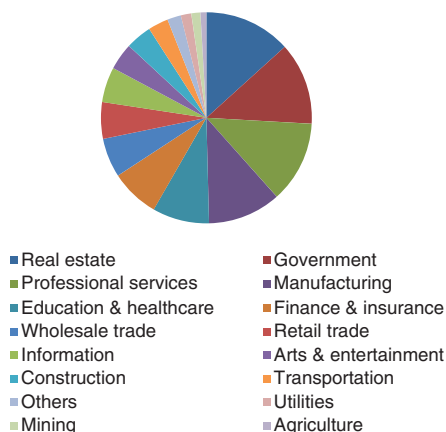
Source: Independent Market Research Consultant

Projected Real GDP Growth per Annum (2017 – 2022)



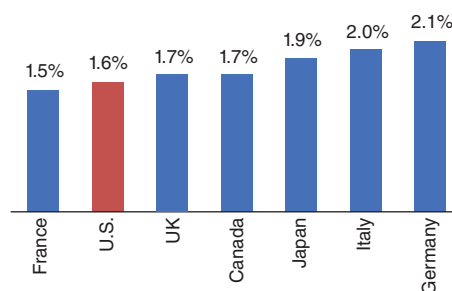
Source: Independent Market Research Consultant

U.S. 2017 GDP breakdown by Sector



Source: Independent Market Research Consultant

Real GDP Growth Volatility (Last 20 years, 1998 – 2017)¹

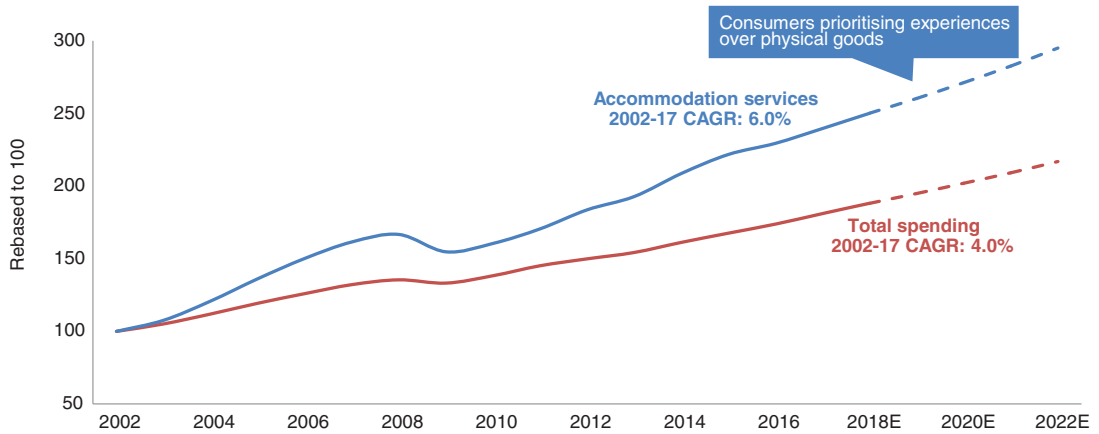


Source: Independent Market Research Consultant

¹ Standard deviation of annual GDP growth.

In addition, consumer attitudes toward spending on leisure and travel, as well as long-term social and demographic trends, have led to a steady increase in accommodation services' share of U.S. consumer spending.

Consumer Spending Growth (Accommodation Services versus Total)

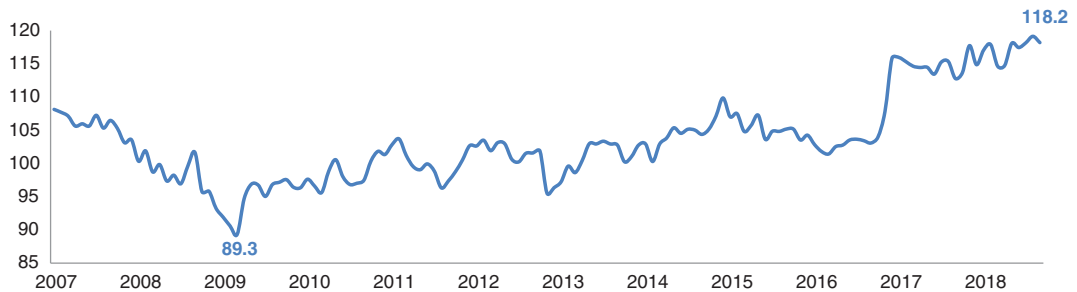


Source: Independent Market Research Consultant

b. Robust corporate and leisure demand drivers

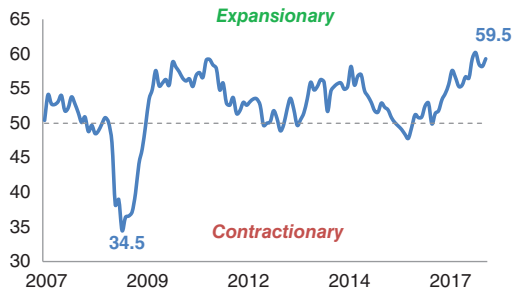
The drivers of U.S. corporate hotel demand are increasingly robust. U.S. business sentiment is at close to all-time highs, driven by a favourable business environment, recent cuts to the corporate tax rate, and accelerating earnings growth.

U.S. National Federation of Independent Business Small Business Optimism Index



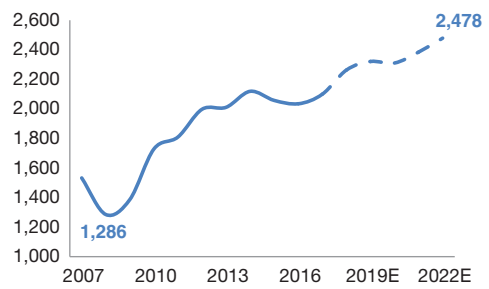
Source: Independent Market Research Consultant

U.S. Institute of Supply Management Manufacturing PMI



Source: Independent Market Research Consultant

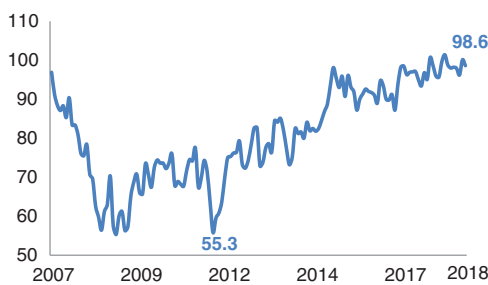
Corporate Earnings Growth (US\$ billion)



Source: Independent Market Research Consultant

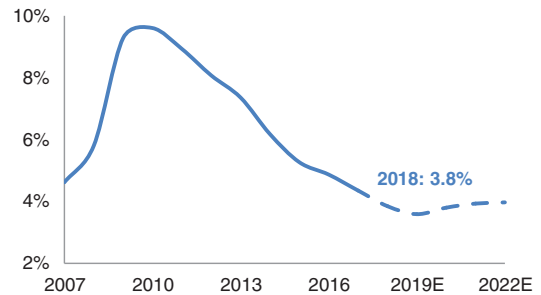
The drivers of U.S. leisure hotel demand are similarly robust. Consumer confidence is close to its highest in a decade, whilst steady job creation has driven unemployment to 3.8%, which is helping to accelerate wage growth. U.S. consumer balance sheets also remain healthy, with rising net worth and a significantly lower household debt-to-GDP ratio than before the Global Financial Crisis.

U.S. Consumer Sentiment Index



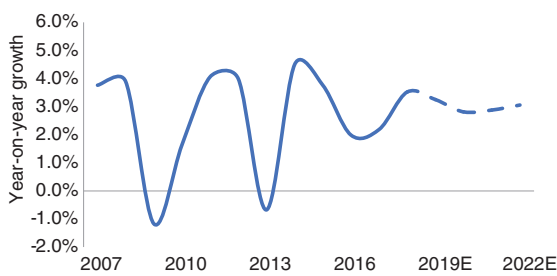
Source: Independent Market Research Consultant

U.S. Unemployment Rate



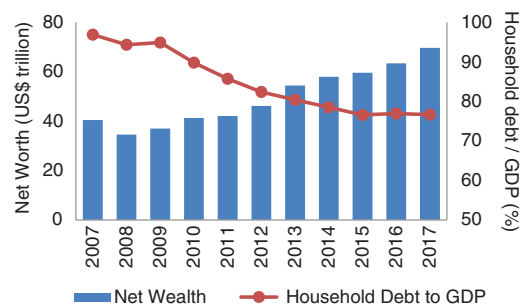
Source: Independent Market Research Consultant

Median Household Income Growth



Source: Independent Market Research Consultant

U.S. Net Wealth and Household Debt

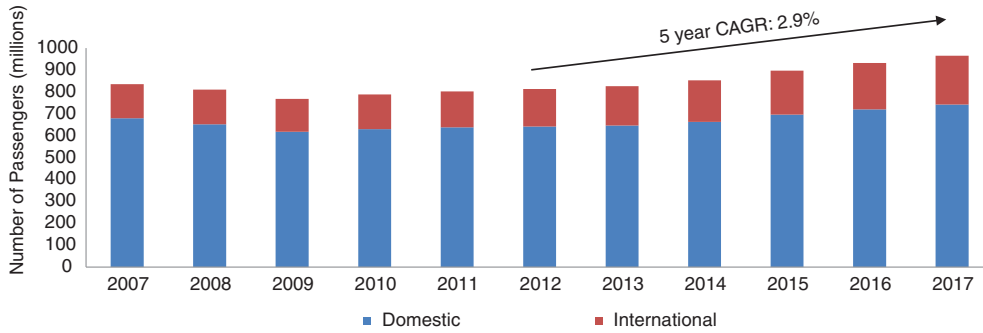


Source: Independent Market Research Consultant

In particular, U.S. hotel demand is largely driven by domestic travellers. The Managers expect this to increase the stability of the U.S. hospitality industry, as domestic travel is less impacted by geopolitical events and currency fluctuations. U.S. domestic travellers are also a largely captive market, with less than 42%¹ of U.S. citizens owning a passport.

1 Independent Market Research Consultant

Number of Passengers at U.S. Airports

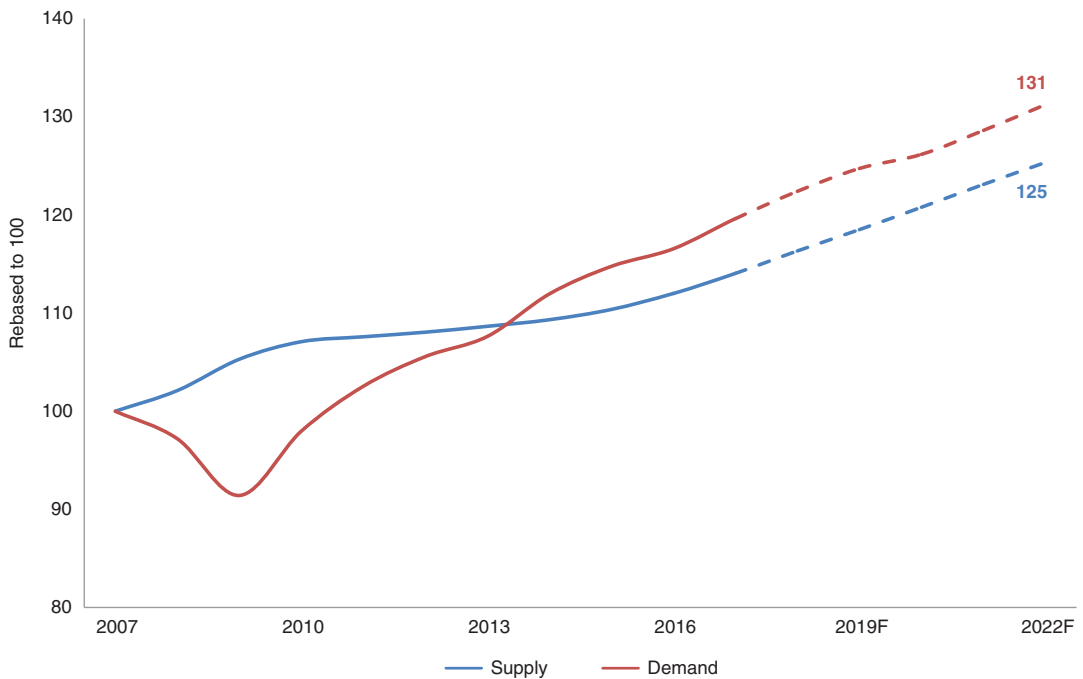


Source: Independent Market Research Consultant

c. Favourable demand-supply dynamics

U.S. lodging demand has grown two times faster than supply since 2009¹.

U.S. Lodging Market Demand Supply Growth



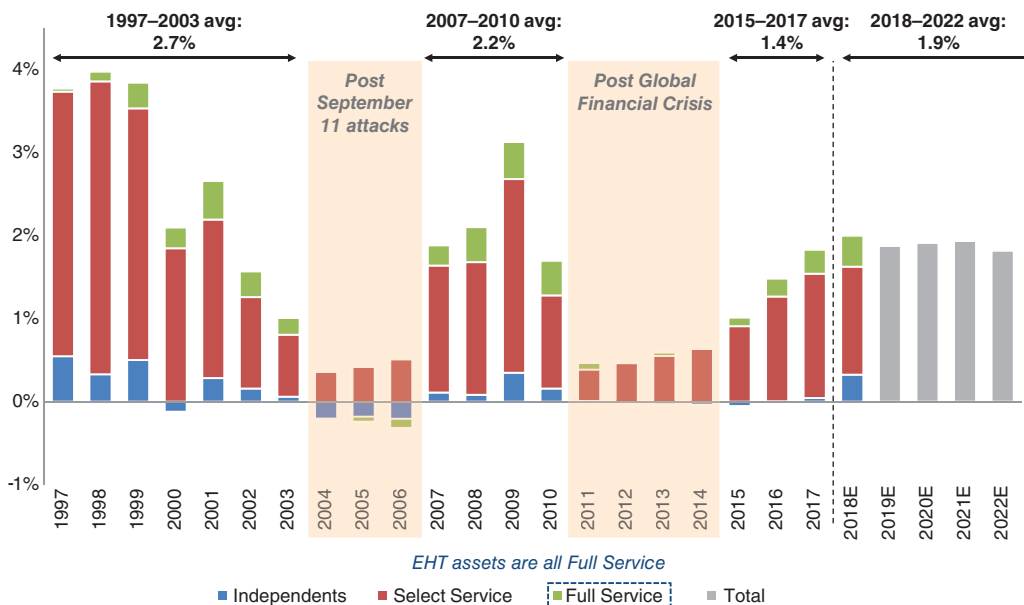
Source: Independent Market Research Consultant

Despite rapid demand growth, the growth in supply of new hotel rooms is expected to remain steady at 1.9% per annum of existing stock from 2018-2022, below the average over the last two decades of 2.3% per annum (on a normalised basis, excluding the periods following the September 11th terror attacks in the U.S. and Global Financial Crisis)². Supply is expected to be moderate, in part due to the rapid growth in construction costs, which have driven the cost to construct new hotels above that of existing stock in many locations.

1 Based on the average annual growth from 2009 to 2017.

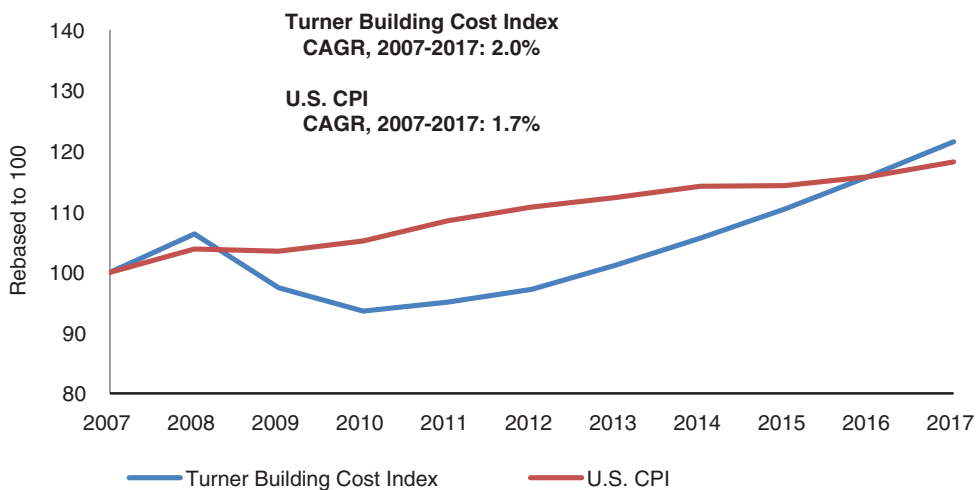
2 Assuming approximately three year time lag between key events and slowing supply growth, due to construction time.

U.S. Lodging Supply Growth per Annum



Source: Independent Market Research Consultant

Turner Building Cost Index vs. U.S. Consumer Price Index (CPI)



Source: Independent Market Research Consultant

2. Pure-play U.S. hotel exposure with focus on large, high-growth markets

- a. 57.1%¹ of portfolio in the top 10² MSAs; 94.7%¹ of portfolio in the top 30² MSAs

EHT offers investors the unique opportunity to participate in a pure-play U.S. hospitality real estate portfolio listed on the SGX-ST. 57.1%¹ and 94.7%¹ of EHT's portfolio by rooms are located in the top 10² and top 30² largest MSAs in the U.S (out of 383 MSAs in total) respectively.

The Managers believes that EHT will benefit from its focus on the top MSAs (which are generally centres of greater affluence, economic dynamism and population density), or major leisure destinations (which contribute to greater sustained demand for hotels).

Portfolio Locations by MSA

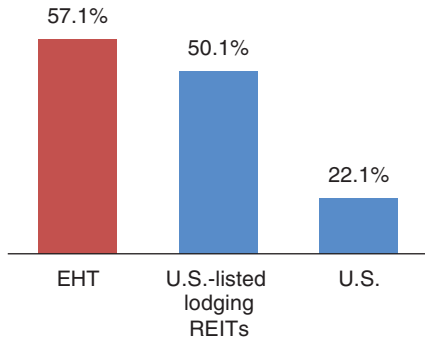
Rank	MSA	2017 GDP (US\$bn)	No. of Properties	Cumulative % (by rooms)
1.	New York-Newark-Jersey City, NY-NJ-PA	1,600	2	10.2%
2.	Los Angeles-Long Beach-Anaheim, CA	1,039	4	31.2%
4.	Dallas-Fort Worth-Arlington, TX	494	1	39.1%
6.	Houston-The Woodlands-Sugar Land, TX	466	1	44.5%
7.	San Francisco-Oakland-Hayward, CA	428	2	52.1%
10.	Atlanta-Sandy Springs-Roswell, GA	355	1	57.1%
19.	Riverside-San Bernardino-Ontario, CA	195	1	60.8%
20.	Denver-Aurora-Lakewood, CO	193	3	78.5%
26.	Sacramento-Roseville-Arden-Arcade, CA	145	1	80.4%
27.	Orlando-Kissimmee-Sanford, FL	138	1	94.7%
41.	Salt Lake City, UT	85	1	100.0%

Source: Independent Market Research Consultant

¹ Based on number of rooms in the Initial Portfolio.

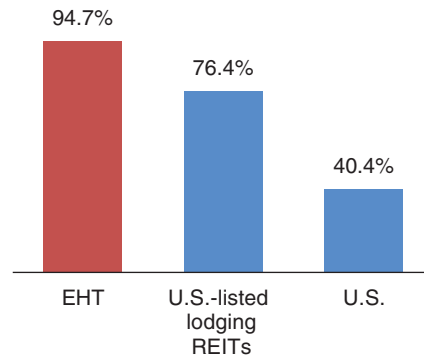
² Ranking based on 2017 GDP.

Percentage of Rooms in the Top-10¹ MSAs



Source: Independent Market Research Consultant

Percentage of Rooms in the Top-30¹ MSAs

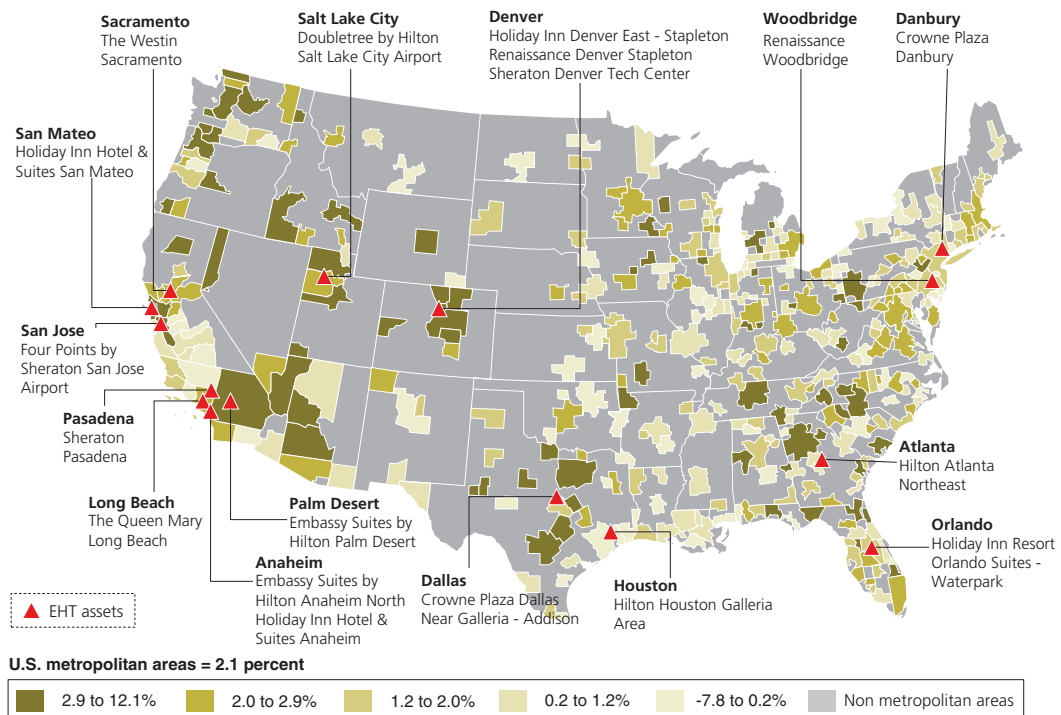


Source: Independent Market Research Consultant

b. Initial Portfolio focused on growth markets

The Initial Portfolio is focused on markets (particularly coastal markets) which are expected to benefit from higher GDP and job growth and hence higher hospitality demand growth, more diverse demand generators, and greater liquidity than the U.S. national average.

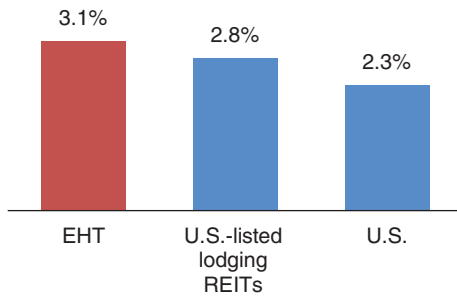
Percentage Change in Real Gross Domestic Product (GDP) by MSAs, 2017



Source: Independent Market Research Consultant

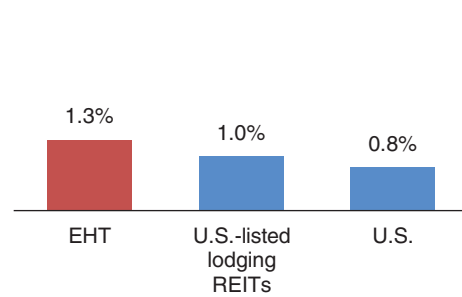
1 Ranking based on 2017 GDP.

Weighted Average Real GDP Growth p.a. (2017 – 2022 forecast)



Source: Independent Market Research Consultant

Weighted Average Non-Farm Payrolls Growth p.a. (2017 – 2022 forecast)



Source: Independent Market Research Consultant

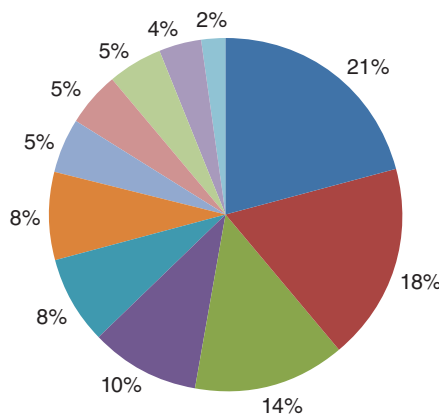
c. Diversified portfolio contributes to stability

EHT enjoys diversified demand from a variety of corporate sectors and leisure attractions, in addition to a mix of international and domestic travellers.

The Initial Portfolio is well-diversified, with no single MSA accounting for more than a third of the portfolio by number of rooms.

In particular, unlike other REITs with multi-jurisdictional portfolios and exposure to several countries, EHT is able to provide the benefits of diversified exposure to 11 major MSAs with varied economic and demand drivers, yet all within a unified economic and legal framework, with no currency risks.

Initial Portfolio Breakdown of Rooms by MSA



- Los Angeles-Long Beach-Anaheim, CA
- Orlando-Kissimmee-Sanford, FL
- Dallas-Fort Worth-Arlington, TX
- Houston-The Woodlands-Sugar Land, TX
- Atlanta-Sandy Springs-Roswell, GA
- Sacramento-Roseville-Arden-Arcade, CA
- Denver-Aurora-Lakewood, CO
- New York-Newark-Jersey City, NY-NJ-PA
- San Francisco-Oakland-Hayward, CA
- Salt Lake City, UT
- Riverside-San Bernardino-Ontario, CA

Source: Independent Market Research Consultant

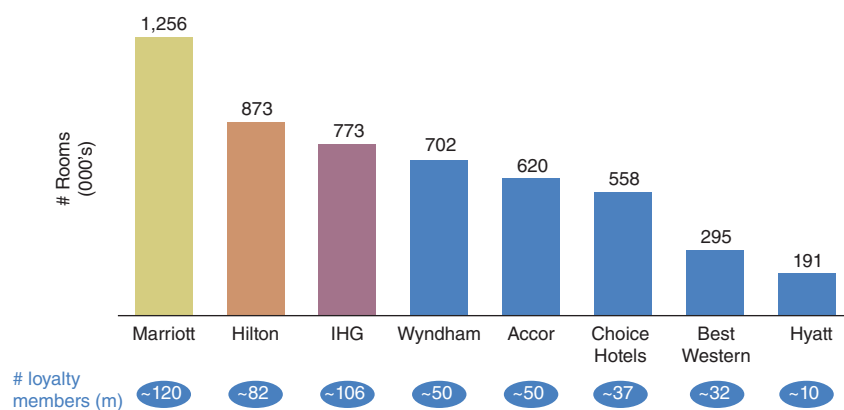
3. Well-invested, primarily freehold, internationally branded hotels

- a. 93.6%¹ branded by the three largest global hotel franchisors (based on number of rooms)

All the assets in the Initial Portfolio, except The Queen Mary Long Beach, are branded by and operated under Franchise Agreements with the three largest global hotel franchisors – Marriott, HWHI and IHG.

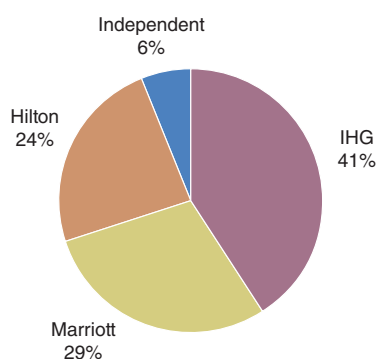
The Hotels therefore benefit from large reservation networks, marketing platforms and loyalty programs, which provide a more captive, stable demand base. The flexibility to select from amongst the best hotel brands and hotel managers provides greater leverage when negotiating franchise and management agreements, more flexibility to re-position or re-brand assets as required, and maximises the opportunity set for future asset acquisitions.

Number of Rooms and Loyalty Program Members Associated with Global Hotel Chains



Source: Independent Market Research Consultant

Initial Portfolio Breakdown of Rooms by Global Hotel Chains



Source: Independent Market Research Consultant

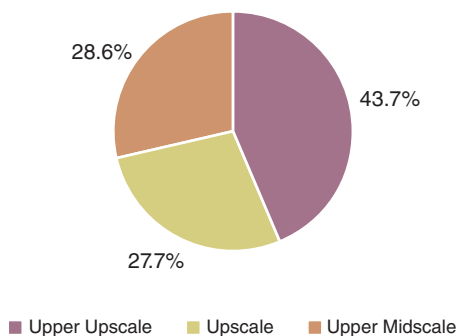
¹ Based on number of rooms in the Initial Portfolio.

b. Targeted exposure to upper midscale to upper upscale hotels

All assets in the Initial Portfolio are positioned as either upper midscale, upscale, or upper upscale and are full service hotels. The Managers believe these hotel classes provide the following benefits:

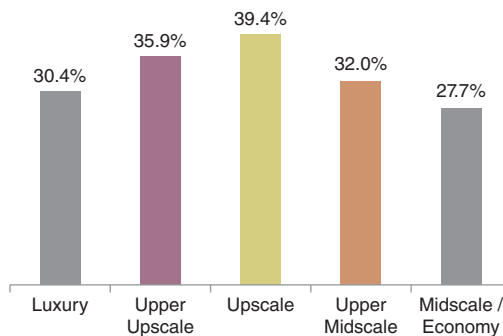
- More resilient RevPARs and Gross Operating Revenues during cyclical downturns as ADRs remain affordable.
- More resilient gross operating profit, comprising Gross Operating Revenue less operating expenses (“**Gross Operating Profit**” or “**GOP**”) during cyclical downturns, due to both the stability of Gross Operating Revenues and lower fixed costs than luxury hotels.
- Full service hotels cater to weddings, corporate functions and events, providing ancillary revenue, diversifying income sources and generating demand for hotel rooms.

Initial Portfolio Breakdown of Rooms by Chain Scale



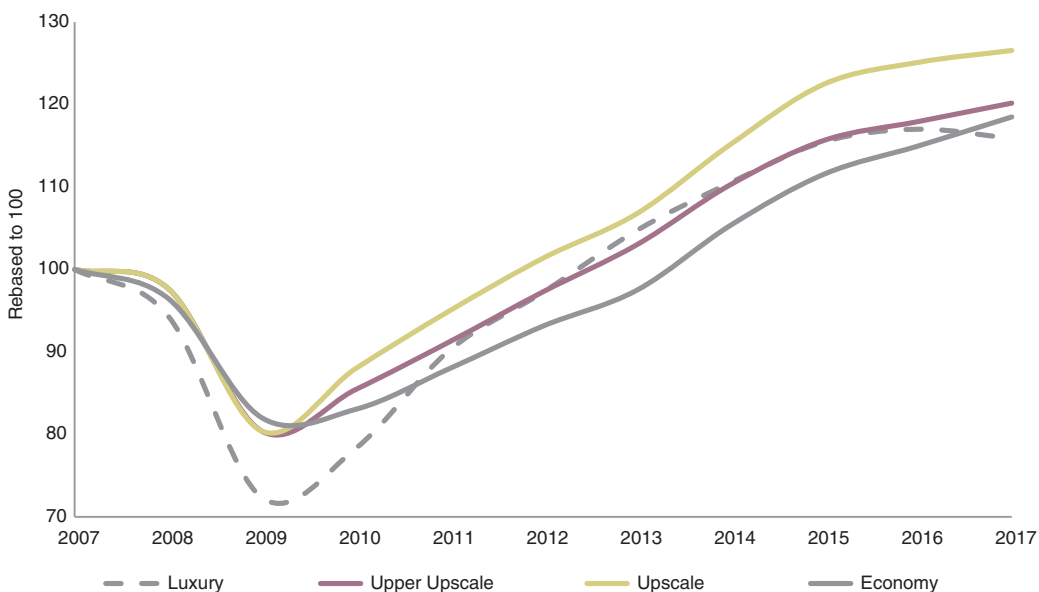
Source: Independent Market Research Consultant

U.S. Hotels GOP Margins by Chain Scale (2017)



Source: Independent Market Research Consultant

U.S. Hotels RevPAR (2007 – 2017)



Note: Upper Midscale not available due to recategorisation of brands in the Chain Scale

c. Hotels well located near proven demand generators

The Managers have categorised the Initial Portfolio based on the primary demand generator at each Property, namely (1) Corporate-led hotels, (2) Leisure-led hotels and (3) Airport hotels. Most of the Properties also have multiple secondary demand drivers, which provide income diversity and stability.

Corporate (47.5%) ¹	Leisure (39.5%) ¹	Airports (13.0%) ¹
<p>Renaissance Denver Stapleton (7.4%) and Holiday Inn Denver East – Stapleton (5.5%)</p> <ul style="list-style-type: none"> • Immediate proximity to the Colorado Science and Technology Park and other offices • Renaissance Denver Stapleton is one of six hotels with IACC² certification in Colorado <p>Crowne Plaza Dallas Near Galleria-Addison (7.9%)</p> <ul style="list-style-type: none"> • Proximity to major office complexes • Proximity to Galleria shopping and Addison centre <p>Renaissance Woodbridge (5.8%)</p> <ul style="list-style-type: none"> • Proximity to Rutgers University, pharmaceutical company offices and other corporates • Corporate accounts include major tech and accounting firms <p>Sheraton Pasadena (5.7%)</p> <ul style="list-style-type: none"> • In Old Town Pasadena, with strong retail, dining and entertainment within walking distance • Proximity to office complexes located in Glendale • Next to Civic Auditorium and convention facilities <p>Others</p> <ul style="list-style-type: none"> • Hilton Houston Galleria Area (5.4%) • Hilton Atlanta Northeast (5.0%) • Sheraton Denver Tech Center (4.9%) 	<p>Holiday Inn Resort Orlando Suites – Waterpark (14.3%)</p> <ul style="list-style-type: none"> • Close proximity to Disney World • 1 of 4 waterparks in the area – guests pay an additional fee to use the waterpark <p>The Queen Mary Long Beach (6.4%)</p> <ul style="list-style-type: none"> • An iconic ship that is a destination in itself • Events attract approximately 1.5 million visitors per year <p>Holiday Inn & Suites Anaheim (4.7%)</p> <ul style="list-style-type: none"> • Next to Disneyland • 1.3 miles from Anaheim Convention Centre (largest on the west coast) <p>Others</p> <ul style="list-style-type: none"> • Crowne Plaza Danbury (4.5%) • Embassy Suites by Hilton Anaheim North (4.1%) • Embassy Suites by Hilton Palm Desert (3.7%) • The Westin Sacramento (1.9%) 	<p>Doubletree by Hilton Salt Lake City Airport (5.3%)</p> <ul style="list-style-type: none"> • 1.5 miles from Salt Lake City International Airport (hub for Delta Airlines) • New US\$3.6bn airport under construction (Phase 1 expected to complete in 2020; Phase II in 2024) <p>Holiday Inn Hotel & Suites San Mateo (4.0%)</p> <ul style="list-style-type: none"> • 4.5 miles from San Francisco International Airport • Passenger traffic has increased 20 million p.a. between 2007 and 2017³ • Recently signed new airline contract <p>Four Points by Sheraton San Jose Airport (3.6%)</p> <ul style="list-style-type: none"> • 1.1 miles from Norman Y. Mineta San Jose International Airport • Airport is expected to undergo a billion-dollar expansion over the next few years • Recently signed multiple airline contracts

1 Numbers in brackets in the table represent each Hotel's contribution to total number of rooms of the Initial Portfolio.

2 International Association of Conference Centres.

3 Independent Market Research Consultant.

d. US\$174 million of capital expenditure spent on the Initial Portfolio since 2013

From 2013 to first quarter 2019, US\$174 million was spent refurbishing the Initial Portfolio, as well as updating certain hotels to the latest brand standards. As a result, 90.4% and 77.2%¹ of the Initial Portfolio by valuation has had major refurbishment works completed since 2013 and since 2018, respectively. The Managers believe that the newly-refurbished properties will require minimal capital expenditure post Listing, thus improving the free cashflow of EHT and keeping its debt headroom available for accretive acquisitions.

Total Capital Expenditure on the Initial Portfolio (US\$ million)

The table below describes the work that has been done from 2013 to first quarter 2019 for the Initial Portfolio.

Property	Capital Expenditure Summary	Amount Spent (US\$ million)	Completion Date
Holiday Inn Resort Orlando Suites – Waterpark	Full renovation of rooms and public spaces	27.5	August 2018
The Queen Mary Long Beach	Repurposing of unutilised public spaces and structural works	23.5	December 2018
Renaissance Denver Stapleton	Full renovation of rooms and public spaces	16.8	September 2018
Sheraton Pasadena	Full renovation of rooms and public spaces – including exterior front porch	16.8	March 2019 ²
Hilton Atlanta Northeast	Full renovation of rooms and public spaces	13.0	December 2018
Holiday Inn Denver East – Stapleton	Full renovation of rooms and public spaces	10.9	September 2018
Hilton Houston Galleria Area	Full renovation of rooms and public spaces	9.7	March 2019 ²
Embassy Suites by Hilton Anaheim North	Full renovation of rooms and public spaces	9.3	November 2018
Embassy Suites by Hilton Palm Desert	Full renovation of rooms and public spaces	9.0	February 2018
Doubletree by Hilton Salt Lake City Airport	Rebranded, full renovation of rooms and public spaces	7.6	March 2019 ²
Renaissance Woodbridge	Rebranded, full renovation of rooms and public spaces	6.3	March 2019 ²

¹ Based on the Adopted Value of the Initial Portfolio.

² Asset enhancement works have substantially been completed; expected completion date for final works is in May 2019.

Property	Capital Expenditure Summary	Amount Spent (US\$ million)	Completion Date
Four Points by Sheraton San Jose Airport	Rebranded, full renovation of rooms and public spaces	6.3	March 2016
Holiday Inn Hotel & Suites San Mateo	Full renovation of two buildings – third building outstanding	5.6	June 2018
Sheraton Denver Tech Center	Refurbishment and renovation of public spaces	3.6	December 2013
Crowne Plaza Dallas Near Galleria – Addison	Renovation of rooms and public spaces	3.5	March 2019
The Westin Sacramento	Rooms renovation and softgoods replacement	2.7	December 2015
Holiday Inn Hotel & Suites Anaheim	Light cosmetic renovation and addition of a “splash zone” water park	1.8	April 2017
Crowne Plaza Danbury	Elevator modernisation	0.3	December 2018

Selected case studies of capital expenditure:

Case Study 1: The Queen Mary Long Beach



Asset Management Initiatives – US\$23.5 million invested

- Negotiated a revised ground lease with the City of Long Beach extending the term significantly, and ensuring capital expenditure contributions by the City; negotiated a US\$23.5 million advance of capital from the City for capital expenditure works.
- Revitalised unutilised areas to improve revenue streams, including the Ghost and Legends tour, which is one of the most popular tours on the ship.
- Renovated a 45,000 sq ft Exhibit Hall capable of hosting large events on the ship.
- Renovated the Veranda Grill meeting space which is a popular venue for weddings and dinner gatherings.
- Renovated and reopened two restaurants.
- Negotiated a revised and more favorable split of parking revenues with Carnival Cruise Line who sub-leases a parking garage.
- Broadened events business by securing a lucrative contract with Goldenvoice, one of the largest concert promoters in the world, worth a minimum of US\$1.25 million per annum with additional fees payable per event held.

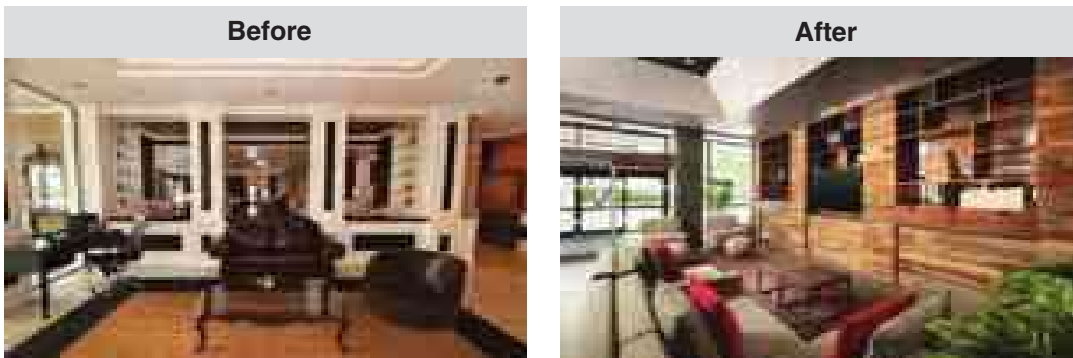
Case Study 2: Sheraton Pasadena



Asset Management Initiatives – US\$16.8 million invested

- Acquired the air rights previously leased from the City of Pasadena to reduce rental expense and fixed cost by US\$480,000 per annum.
- Full renovation of guestrooms, meeting space, public spaces and restaurant began in May 2017 and is expected to be completed by May 2019.
- New airline contract worth US\$1.9 million per annum expected to be secured after the completion of renovations.

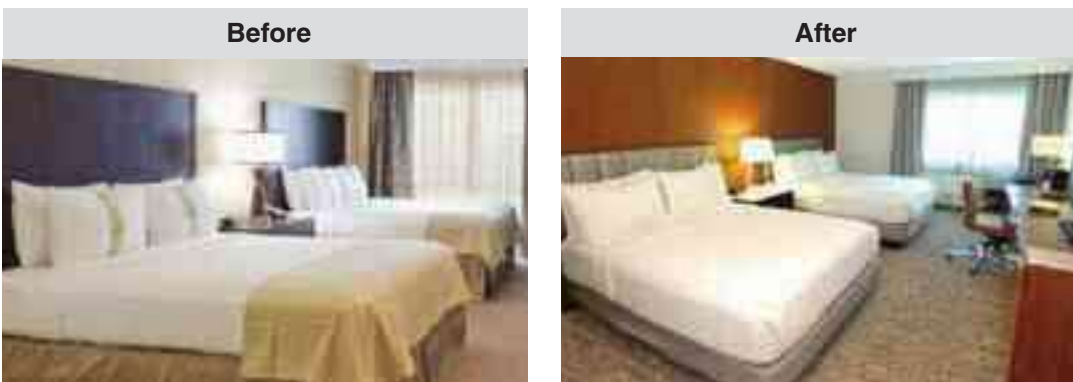
Case Study 3: Four Points by Sheraton San Jose Airport



Asset Management Initiatives – US\$6.3 million invested

- Re-branded from independent hotel to Four Points by Sheraton.
- Full renovation of guestrooms, meeting space, public spaces and restaurant began in June 2013 and completed in March 2016.
- Post renovation and rebranding, signed multiple airline contracts worth US\$1.9 million per annum.

Case Study 4: Holiday Inn Hotel & Suites San Mateo



Asset Management Initiatives – US\$5.6 million invested

- Rebranded from Comfort Inn to higher value Holiday Inn for two out of three buildings; remaining building (47 rooms) expected to commence renovation and rebrand in 2021.
- Full renovation of guestrooms, meeting space, public spaces and restaurant began in October 2013 and completed in December 2017.
- Post renovation and rebranding, signed a new airline contract worth US\$2.0 million per annum.

4. Multiple visible growth drivers

a. Ramp-up from 77.2%¹ of portfolio refurbished since 2018

The Initial Portfolio achieved RevPAR growth of 8.2% in FY2018, while the Revenue Generation Index (which measures performance against each of the assets' specific competitive sets) improved from 92.1 to 97.4 (on a total portfolio basis).

The better performance was partly driven by recently completed capital expenditure works, and the REIT Manager expects further growth in the near term as many properties continue to stabilise post the completion of refurbishment works in FY2018. The growth in RevPAR for Forecast Period 2019 is expected to be mainly driven by organic market growth, additional rooms after completion of renovation works in FY2018, contracts entered into with corporate clients and government agencies and better revenue management. The growth in RevPAR for Projection Year 2020 is expected to be mainly driven by organic market growth.

Initial Portfolio	FY2016	FY2017	FY2018	Forecast Period 2019 (1 May 2019 to 31 December 2019)	Projection Year 2020
ADR ² (US\$)	124.9	125.8	127.7	137.3	144.0
Occupancy Rate ³	69.8%	69.0%	73.6%	78.5%	76.8%
RevPAR (US\$) ⁴	87.2	86.8	93.9	107.7	110.6
RGI ⁵	93.3	92.1	97.4	N.A.	N.A.

1 Based on the Adopted Value of the Initial Portfolio.

2 Computed based on the total room revenue of the Hotels divided by the total number of rooms sold at the Hotels for the relevant period.

3 Computed based on the total number of rooms sold at the Hotels divided by the total number of available rooms at the Hotels for the relevant period.

4 Computed based on the total room revenue of the Hotels divided by the total number of available rooms at the Hotels for the relevant period.

5 Revenue Generation Index ("RGI"), as provided by the Independent Market Research Consultant and computed based on each Hotel's RevPAR divided by the RevPAR of its competitive set. At the aggregate Initial Portfolio level, the weighted average RGI by room count is used.

b. Further growth from asset enhancements

The table below describes the asset enhancements that have been identified by the REIT Manager to be undertaken after the Listing Date.

Property	Work Description	Estimated Amount Outstanding post Listing (US\$ million)	Estimated Start Date	Estimated Completion Date
Crowne Plaza Dallas Near Galleria-Addison ⁽¹⁾	Full renovation of rooms and public spaces	4.5	2021	2022
Holiday Inn Hotel & Suites San Mateo ⁽²⁾	Renovation of public spaces including restaurant, lounge and lobby area	3.4	2019	2020
Sheraton Denver Tech Center ⁽³⁾	Soft goods renovation	2.5	2019	2021
Hilton Houston Galleria Area ⁽¹⁾	Renovation for rebranding into a Doubletree by Hilton	1.5	2019	2019
Doubletree by Hilton Salt Lake City Airport ⁽³⁾	Renovation of rooms and public spaces	0.5	2019	2019
Holiday Inn Resort Orlando Suites – Waterpark ⁽³⁾	Renovation of one restaurant	0.2	2019	2019

Notes:

- (1) For purposes of funding such asset enhancement works, part of the purchase consideration for the Properties (equivalent to the amount required to be set aside in a PIP reserve account with the relevant ASAP Mortgage Loan Lender (as defined herein) of the ASAP Mortgage Loans (as defined herein) for Crowne Plaza Dallas Near Galleria-Addison and Hilton Houston Galleria Area) would be paid to such account with the relevant ASAP Mortgage Loan and can be drawn on by the relevant ASAP Mortgage Borrower (as defined herein) under the relevant ASAP Mortgage Loans.
- (2) Such asset enhancement works would be funded from the CIF Reserve (as defined herein) and/or working capital.
- (3) For purposes of funding such asset enhancement works, part of the purchase consideration for the Properties (equivalent to the estimated amount of capital expenditures outstanding) would be retained in an escrow account under the name(s) of the REIT Trustee and/or the subsidiaries of EH-REIT. The Managers will have control over the escrow account for any draw down to fund such asset enhancement works. The Vendors have agreed to issue promissory notes to subsidiaries of EH-REIT (the “**Cap Ex Notes**”) pursuant to the Securities Purchase Agreement with respect to this amount.

In addition, the REIT Manager has identified potential medium term asset and revenue enhancement opportunities in the Initial Portfolio as set out below.

The Queen Mary Long Beach

- Renovate rooms and public spaces

- Entitling surrounding lands (Queen Mary Island) for development, offering valuable sub-lease opportunities
- Further collaboration with Goldenvoice (one of the largest concert promoters in the world)

Holiday Inn Resort Orlando Suites – Waterpark

- Utilise public spaces by hosting e-gaming tournaments and other events
- Divide hotel into two sections – one for family and tour groups, and the other for corporate travellers, driving stronger group business in off-peak seasons

Holiday Inn Hotel & Suites San Mateo (2021, US\$6 million)

- Select a brand for the third building that maximises return-on-investment
- Create additional meeting space driving group and banquet revenues

c. Potential acquisition opportunities – two pipeline assets coupled with sourcing capabilities of Founders and Managers

As at the Latest Practicable Date, Ramada Hialeah is subject to the Founder ROFRs (as defined herein) and is expected to be offered to EHT in accordance with the Founder ROFRs.

Ramada Hialeah is a 224-room hotel located in Miami, Florida, just seven miles from Miami International Airport, and approximately 25 minutes to the world-renowned South Beach area of Miami Beach. The hotel is in a prime spot off Route 826, and in close proximity to popular shopping destinations.

Other than Ramada Hialeah, the Sponsor has access to a robust pipeline of assets which could be potential acquisition opportunities for EHT. The Sponsor continues to have an interest in one other hotel property and other hotel developments which currently do not qualify as Founder ROFRs, including The Wagner at the Battery, and is responsible for asset management, including overseeing the operations, financing and investment exit strategies of such hotel properties.

The Wagner at the Battery is a 298-room hotel located in lower Manhattan in New York City, New York, close to famous attractions such as Wall Street and the One World Trade Center tower and memorial site. While operating as an independent brand, it was initially built as a Ritz-Carlton hotel to 5-star standards. This waterfront hotel offers stunning city and ocean views, and top-tier amenities including a restaurant, lounge, business centre, and fitness centre.

Both Ramada Hialeah and The Wagner at the Battery have not been included in the Initial Portfolio as Ramada Hialeah is being redeveloped, and the interest in The Wagner at the Battery was only recently acquired by the Sponsor. The other hotel developments are not included in the Initial Portfolio because they are under various stages of entitlement and development and hence are not yet income-producing to be included in the Initial Portfolio. Accordingly, these properties are intended to be offered to EHT only when they mature and stabilise, where Stapled Securityholders would be able to benefit from the growth upside and the stable rental income of these properties.

5. Well-structured for stability and growth

a. Master Lease Agreements with fixed and variable rent components

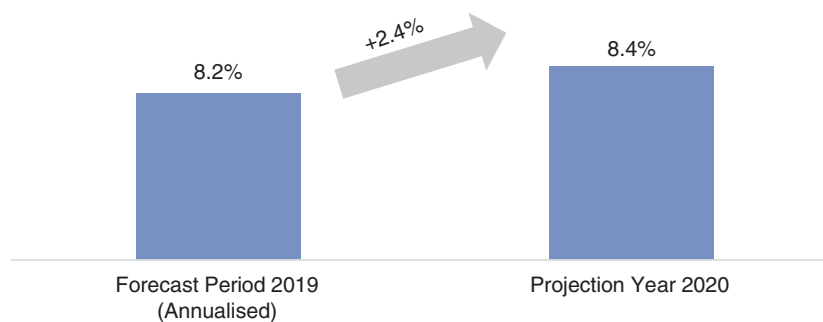
Under each Master Lease Agreement (as defined herein), EH-REIT will receive rental payments with fixed and variable rent components (“**Fixed Rent**” and “**Variable Rent**” respectively). Each Master Lessee will provide a security deposit to EH-REIT, by way of cash or letter of credit of an amount equivalent to nine months of Fixed Rent.

The Fixed Rent represents 66.0% of EH-REIT’s total rent for Projection Year 2020, providing downside protection. It is expected to be sufficient to cover fixed costs, including landlord expenses (comprising property tax and property insurance), finance costs and other expenses.

The Variable Rent is pegged to Gross Operating Revenue and Gross Operating Profit, providing upside growth exposure. In particular, 71.3% of Variable Rent for Projection Year 2020 is pegged to GOR, which provides EH-REIT with full upside from RevPAR and non-room revenue growth, with no exposure to margin volatility, further improving EH-REIT’s cashflow stability compared to directly-operated assets.

The chart below sets out the distribution yields of EHT for the Forecast Period 2019 and the Projection Year 2020¹.

Forecast and Projected Distribution Yields



b. Prudent capital structure

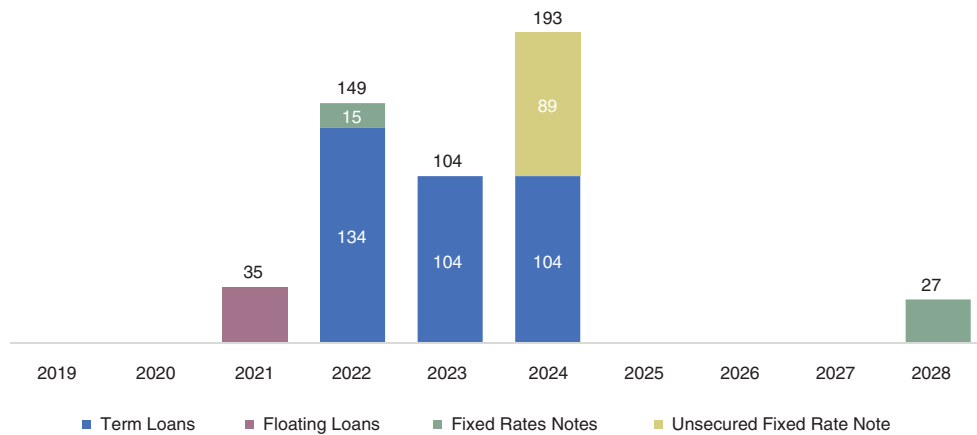
As at the Listing Date, EHT is expected to have Aggregate Leverage (as defined herein) of approximately 38.0%, which provides debt headroom of approximately US\$170 million² for future capital expenditure or acquisitions.

¹ Such yields will vary accordingly to the extent that the Listing Date is later than 1 May 2019, or for investors who purchase the Stapled Securities in the secondary market at a market price different from the Offering Price. The forecast and projected results for Forecast Period 2019 and Projection Year 2020 (the “**Profit Forecast and Profit Projection**”) from which this information is extracted are based on the various assumptions set out in the section titled “Profit Forecast and Profit Projection”. There can be no assurance that the Profit Forecast and Profit Projection will be met and the actual yields per Stapled Security may be materially different from the forecast and projected amounts. While a profit forecast has been prepared for Forecast Period 2019, being the period commencing from 1 May 2019 and ending 31 December 2019, it should be noted that due to the seasonal nature of the hospitality business, the financial performance of the Properties may not be comparable and consistent quarter-to-quarter. Hence, comparisons between the financial performance of the Properties for Forecast Period 2019 and Projection Year 2020 are unlikely to provide accurate reflections of the expected changes in EH-REIT’s financial performance from 2019 to 2020.

² Debt headroom computed based on the maximum Aggregate Leverage permitted under the Property Funds Appendix of 45.0%.

In addition, EHT has a well-spread debt maturity profile with a weighted average debt maturity of approximately 4.2 years. All of EHT's borrowings are denominated in U.S. dollars, which matches the currency of EHT's income and assets. The REIT Manager is also expected to enter into interest rate hedging instruments to mitigate interest rate volatility on at least 75.0% of its borrowings.

Debt Maturity Profile (US\$ million)



6. Committed Sponsor and management team with established track record

a. Sponsor with 10-year track record of hotel acquisitions and intensive asset management

The Sponsor of EHT is Urban Commons, LLC, a privately-held real estate investment and development firm which managed the USHI Portfolio and has a focus on the U.S. real estate lodging market. The Sponsor was co-founded by Howard Wu and Taylor Woods in 2008, who are the Chairman and Deputy Chairman of the Managers respectively.

The Sponsor is based in Los Angeles and has approximately 30 employees responsible for its business activities including acquisitions, development, finance, accounting and asset management.

Howard Wu has over 10 years of real estate acquisition and development experience, with an emphasis on the densely populated California market. Howard Wu's expertise and niche is acquiring undervalued and mismanaged hospitality assets and dramatically increasing the value of these properties through repositioning, asset enhancement and professional management. He has completed numerous ground up real estate acquisitions and developments, including securing and enhancing the entitlement of raw land; developing residential subdivisions, apartment complexes, and condominium towers; building commercial, retail, entertainment, restaurant, hotels and destination complexes; designing and planning commercial properties and commerce centres from the ground up; overseeing all contractors, consultants, architects, engineers, planners designers; and working closely with cities and municipalities to enhance communities. He emphasises a 'value-add' approach across real estate investments, including repurposing spaces to capture additional revenue opportunities, renovating and rebranding properties where a better fit with the local market and demographic exists, securing key group contracts and implementing other revenue management initiatives, and pursuing cost mitigation opportunities such as through the renegotiation or buyout of significant leases. As co-founder and Principal of the

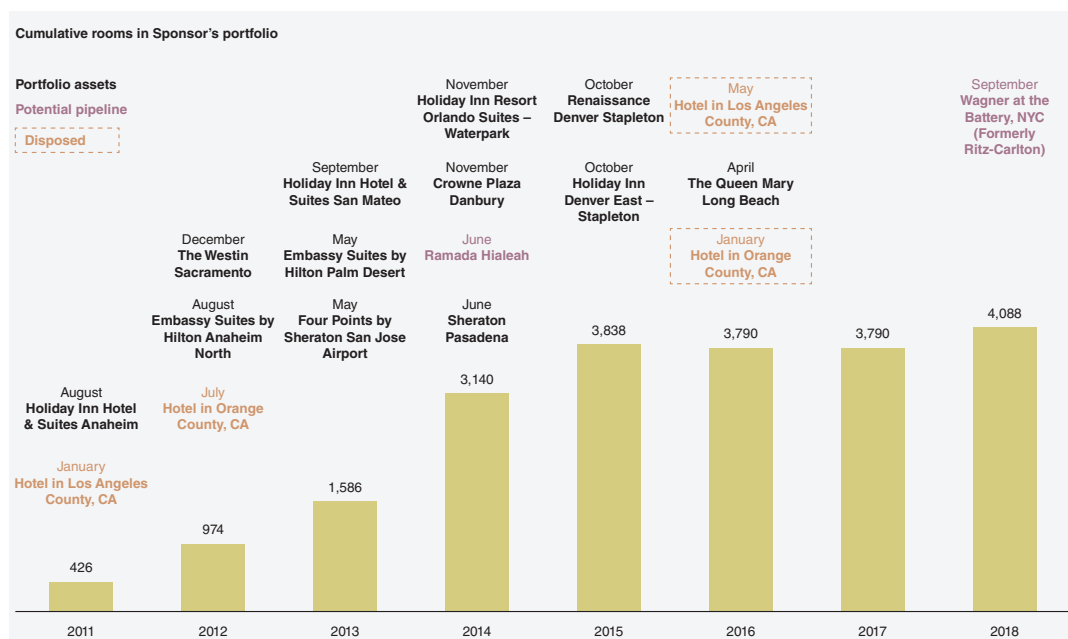
Sponsor, Howard Wu has demonstrated capability to grow the Sponsor by significantly expanding its portfolio when markets are slowing or declining, as well as to develop and acquire targeted assets in strategic markets when markets are expanding or recovering.

Taylor Woods has over 22 years of real estate experience in the U.S. As a co-founder and Principal of the Sponsor, Taylor Woods’s primary focus has been to build and to foster relationships with financial institutions, lenders and bankers, franchisors and affiliated companies; analysts, consultants and advisors, and in overseeing the corporate identity and strategic direction of the company. From 2006 to 2011, he was president of Genpact Mortgage Services, LLC, a subsidiary of Genpact Limited (formerly GE Capital International Services). Genpact Mortgage Services, LLC is a mortgage technology and origination outsourcing company in the United States, which provides end-to-end outsourced mortgage services, offering a comprehensive origination and secondary marketing solution on a private-label basis to more than 50 banks across the U.S. From 1996 to 2006, he was co-founder and principal of Moneyline Lending Services, LLC, a real estate-focused banking, technology, and outsourcing firm, and was responsible for developing leading edge technology designed to support the outsourcing and fulfilment needs for a range of banking and financial institution clients, and for their customers, across the United States, and which he ultimately sold.

The Sponsor, through its Founders, has a proven track record of stabilising the operations of underperforming or loss-making hotels and transforming the operational and financial performance over various market cycles. The Founders have established and cultivated a wide network of hotel industry contacts, particularly in the U.S., which include owners of hotels, independent hotel managers, global hotel brands, institutional financiers and investors, and real estate brokers that provide a multifaceted sourcing channel for future acquisition opportunities.

The Sponsor also currently manages and/or owns numerous properties under various stages of entitlement and development, spanning hospitality, multifamily, retail and assisted living.

The milestones and track record of the Sponsor are set out below:



b. Founders to own 15.2% stake in EHT, by rolling forward their common equity in the USHI Portfolio into EHT

Howard Wu and Taylor Woods, the Founders and co-owners of the Sponsor which managed the USHI Portfolio, have interests that are well-aligned with the other Stapled Securityholders of EHT, and are committed long-term investors in EHT.

They are rolling forward 100% of their common equity in the USHI Portfolio¹ by receiving the purchase consideration in the form of Stapled Securities of EHT, due to their belief in the long term performance of the underlying properties.

As a result, they will collectively hold an aggregate of 15.2% of the total number of Stapled Securities in issue (assuming the Over-Allotment Option is not exercised) or 10.9% of the total number of Stapled Securities in issue (assuming the Over-Allotment Option is exercised in full).

Each of Howard Wu, Taylor Woods, and their respective wholly owned entities which will hold Stapled Securities has also agreed to a lock-up arrangement for their Stapled Securities (the “**Lock-up Stapled Securities**”) during the period commencing from the date of issuance of the Stapled Securities until the date falling six months after the Listing Date (both dates inclusive) (the “**First Lock-up Period**”) and a lock-up arrangement in respect of 50.0% of such Lock-up Stapled Securities during the period immediately following the First Lock-up Period until the date falling 12 months after the Listing Date (the “**Second Lock-up Period**”, and together with First Lock-up Period, the “**Lock-up Period**”).

The management fees of the Managers (“**Management Fees**”) are also structured to incentivise the Managers to provide Stapled Securityholders with stable and growing distributions. The Management Fees include a base fee of 10.0% of the Annual Distributable Income (as defined herein) (the “**Base Fee**”), and an annual performance fee of 25.0% of the growth in DPS over the preceding 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 Stapled Securities in issue for such financial year (the “**Performance Fee**”).

c. Experienced management team and board of directors

The REIT Manager has employed experienced professionals with relevant track record in investment, hotel management, financial accounting, treasury and communications. The team comprises senior executives who have on average 20 years of real estate, hospitality and finance experience. Collectively, the team has accumulated deep skillsets in acquisition, development, financing, branding and real estate asset management, with a focus on hospitality assets.

In particular, the Chief Executive Officer and President, and the Chief Operating Officer have established and cultivated a wide network of hotel industry contacts, particularly in the U.S., which include owners of hotels, independent hotel managers, global hotel brands, institutional financiers and investors, and real estate brokers that provide a multifaceted sourcing channel for future acquisition opportunities.

¹ Assuming that the Over-Allotment Option is not exercised. The Over-Allotment Option is granted by the Stapled Security Lender, which is wholly owned by Howard Wu. See “Plan of Distribution – Over-Allotment and Stabilisation” for more details.

The Chief Executive Officer and President, Salvatore G. Takoushian, has extensive experience advising lodging and real estate companies in strategic and financial matters with over 16 years of experience in investment banking. He has managed the execution of public and private capital raises in excess of US\$25 billion, including significant U.S. REIT initial public offering experience, and more than US\$20 billion of merger and acquisitions transactions.

The Chief Operating Officer, John Bovian Jenkins Jr, has over 35 years of experience in the U.S. hospitality sector, where he has been responsible for managing and overseeing the day-to-day operations of various hotels and has held various positions through the ranks.

The Senior Vice President of Finance, Cheah Zhuo Yue, Joel, has over 11 years of experience in finance and investments and was with the REIT manager of a SGX-listed REIT between 2011 and 2016 responsible for all treasury matters and portfolio risk management.

The Head of Investor Relations, Goh Lilian, has more than 20 years of experience in marketing, corporate communications and investor relations. Prior to joining the REIT Manager, she was responsible for managing communications and investor relations for two other SGX-listed hospitality trusts.

The key executive officers of the REIT Manager are complemented by a board of directors who have vast experience in real estate investment and development, corporate management, accountancy and hospitality-related sectors. In particular, each of the four independent directors of the Managers has prior board of director experience with at least one other REIT manager managing a SGX-listed REIT.

KEY STRATEGIES

EH-REIT's Strategy

The REIT Manager plans to achieve its objectives through the following key strategies:

- **Proactive asset management and asset enhancement strategy** – The REIT Manager will work with the Master Lessees and Hotel Managers to implement pro-active measures to enhance the properties of EHT and to improve their operational performance, so as to optimise the cash flow and value of the Properties. Through such active management, the REIT Manager seeks to improve overall occupancy rates and RevPAR, as well as to create a better lodging experience for its clientele.
- **Investments and acquisition growth strategy** – The REIT Manager will source suitable asset acquisition opportunities, which will provide attractive cash flows and yields, satisfying the REIT Manager's investment mandate for EHT to enhance the returns to Stapled Securityholders and to capture opportunities for future income and capital growth.
- **Capital management strategy** – The REIT Manager will endeavour to employ an appropriate combination of debt and equity to fund acquisitions and asset enhancements, and adopt a prudent approach to capital management to optimise risk-adjusted returns to Stapled Securityholders.

(See "Strategy" for further details.)

CERTAIN INFORMATION ON THE PROPERTIES

The table below sets out certain information with respect to each of the Hotels under the Initial Portfolio as at 31 December 2018:

S/N	Hotel	Location	Type of Hotel	Land Tenure	Number of Available Rooms	Occupancy Rate (FY2018)	RevPAR (FY2018) (US\$)	Adopted Valuation ⁽¹⁾ (US\$' m)	Purchase Consideration (US\$' m)	Capital Expenditure Spent Since 2013 (US\$' m)	Approx. GFA (sq m)	Fixed Rent (per annum) ⁽⁵⁾ (US\$' m)	Variable Rent (% of GOR) ⁽⁵⁾	Variable Rent (% of GOP) ⁽⁵⁾	Hotel Franchisor
1.	Sheraton Pasadena	Pasadena, California	Upper Upscale	Freehold	311	76.8%	129.8	114.2	100.1	16.8	14,710	4.2	22.0%	24.0%	Marriott
2.	Holiday Inn Hotel & Suites Anaheim	Anaheim, California	Upper Midscale	Freehold	255	86.4%	112.7	77.9	68.3	1.8	15,590	3.0	26.0%	25.0%	IHG
3.	Embassy Suites by Hilton Anaheim North	Anaheim, California	Upper Upscale	Freehold	223	81.1%	121.4	50.8	44.5	9.3	18,195	2.1	20.0%	17.0%	HWHI
4.	Holiday Inn Hotel & Suites San Mateo ⁽²⁾	San Mateo, California	Upper Midscale	Freehold	219	76.1%	117.0	76.5	67.1	5.6	5,730	3.3	28.0%	29.0%	IHG
5.	Four Points by Sheraton San Jose Airport	San Jose, California	Upscale	Freehold	195	83.8%	154.7	69.1	60.6	6.3	10,425	2.8	24.0%	24.0%	Marriott
6.	The Westin Sacramento	Sacramento, California	Upper Upscale	Freehold	101	82.6%	167.6	43.6	38.2	2.7	7,935	1.6	23.0%	22.0%	Marriott
7.	Embassy Suites by Hilton Palm Desert	Palm Desert, California	Upper Upscale	Freehold	198	64.1%	93.2	32.1	28.1	9.0	16,240	1.4	18.0%	17.0%	HWHI
8.	The Queen Mary Long Beach	Long Beach, California	Upscale	66 Years Leasehold from 1 Nov 2016	347	69.8%	100.7	159.4	139.7	23.5	92,900	10.4 ⁽³⁾	–	8.0% ⁽⁴⁾	Independently operated
9.	Renaissance Denver Stapleton	Denver, Colorado	Upper Upscale	Freehold	400	75.1%	96.2	88.2	77.3	16.8	35,685	3.9	17.0%	24.0%	Marriott
10.	Holiday Inn Denver East – Stapleton	Denver, Colorado	Upper Midscale	Freehold	298	67.3%	68.7	50.6	44.4	10.9	19,350	2.3	20.0%	22.0%	IHG

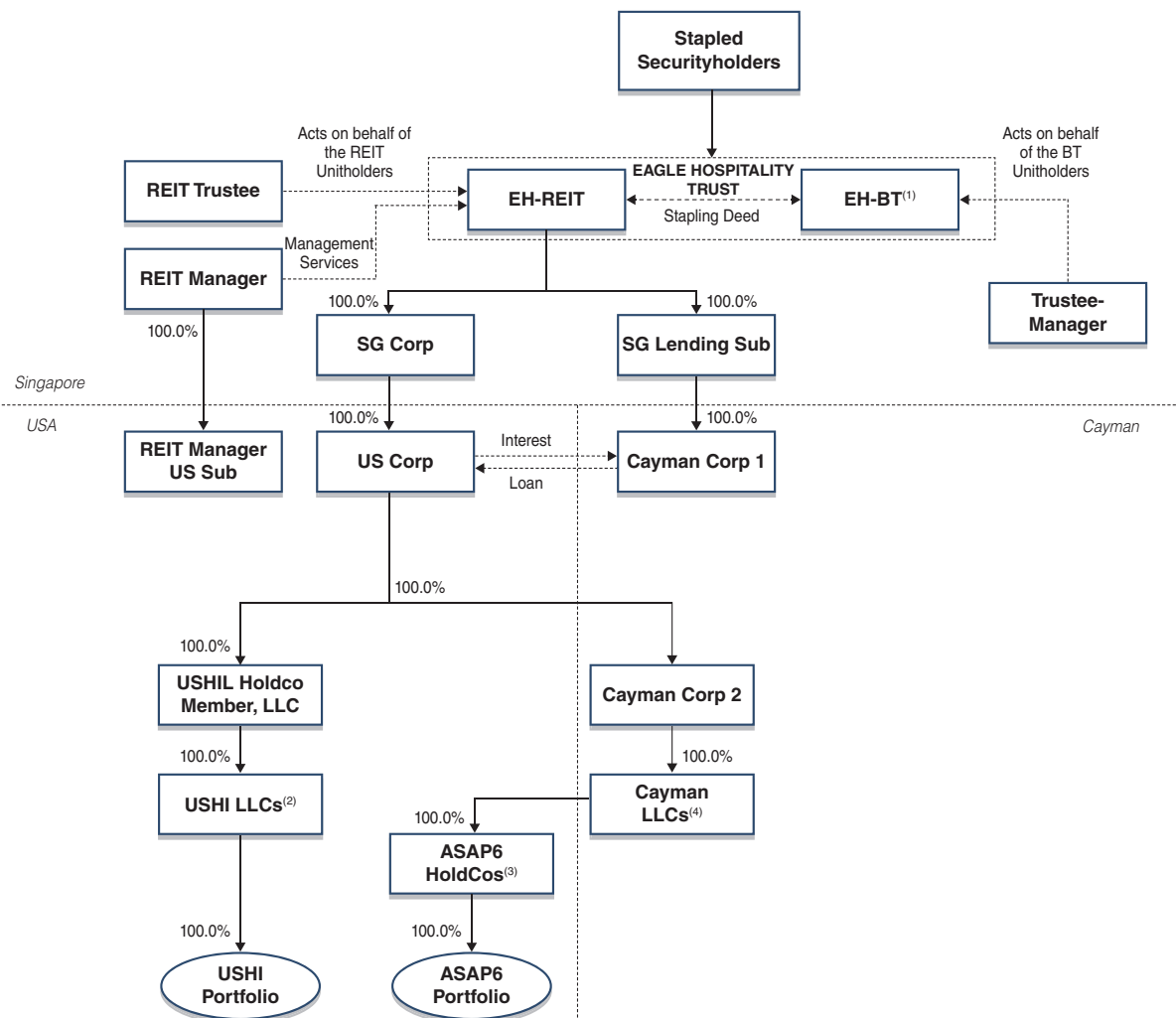
S/N	Hotel	Location	Type of Hotel	Land Tenure	Number of Available Rooms	Occupancy Rate (FY2018)	RevPAR (FY2018) (US\$)	Adopted Valuation ⁽¹⁾ (US\$' m)	Purchase Consideration (US\$' m)	Capital Expenditure Spent Since 2013 (US\$' m)	Approx. GFA (sq m)	Fixed Rent (per annum) ⁽⁵⁾ (US\$' m)	Variable Rent (% of GOR) ⁽⁵⁾	Variable Rent (% of GOP) ⁽⁵⁾	Hotel Franchisor
11.	Sheraton Denver Tech Center	Denver, Colorado	Upper Upscale	Freehold	263	69.1%	81.0	31.7	27.8	3.6	15,360	1.8	16.0%	18.0%	Marriott
12.	Holiday Inn Resort Orlando Suites – Waterpark	Orlando, Florida	Upper Midscale	Freehold	777	70.5%	75.2	162.8	142.7	27.5	55,730	7.5	19.0%	22.0%	IHG
13.	Crowne Plaza Dallas Near Galleria-Addison	Dallas, Texas	Upscale	Freehold	428	61.0%	58.1	57.8	50.7	3.5	31,080	2.5	18.0%	20.0%	IHG
14.	Hilton Houston Galleria Area	Houston, Texas	Upper Upscale	Freehold	292	72.6%	72.5	48.6	42.6	9.7	18,760	2.2	22.0%	20.0%	HWHI
15.	Renaissance Woodbridge	Woodbridge, New Jersey	Upper Upscale	Freehold	312	79.8%	109.4	76.6	67.1	6.3	22,575	3.4	19.0%	19.0%	Marriott
16.	Crowne Plaza Danbury	Danbury, Connecticut	Upscale	Freehold	242	65.2%	62.1	12.0	10.5	0.3	19,180	0.8	10.0%	10.0%	IHG
17.	Doubletree by Hilton Salt Lake City Airport	Salt Lake City, Utah	Upscale	Freehold	288	83.6%	92.4	60.9	53.4	7.6	17,390	2.6	21.0%	22.0%	HWHI
18.	Hilton Atlanta Northeast	Atlanta, Georgia	Upper Upscale	Freehold	271	78.8%	97.4	55.4	48.6	13.0	18,355	2.4	19.0%	20.0%	HWHI

Notes:

- (1) Adopted Valuation refers to the independent valuation by HVS (as at 31 December 2018).
- (2) Includes a 47-room hotel building located on the site of this Hotel which is currently operating as an independent hotel, though planning is underway to rebrand it under the Holiday Inn or another IHG brand.
- (3) Fixed Rent is US\$10.4 million per annum in Forecast Period 2019 with a rental escalation of 2.0% per annum from Projection Year 2020 and onwards.
- (4) Variable Rent is 8.0% of Gross Operating Profit, over and above the Fixed Rent component.
- (5) Please refer to "Certain Agreements relating to EHT, EH-REIT, EH-BT and the Properties – Master Lease Agreements" for further details of the computation of the rental for each Property.

STRUCTURE OF EHT

The following diagram illustrates the relationship between, among others, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager and Stapled Securityholders as at the Listing Date¹:



Notes:

- (1) Dormant as at the Listing Date. EH-BT will, however, become active if (i) EH-REIT is unable to appoint a master lessee for any of the Properties in its Initial Portfolio at the expiry of the relevant Master Lease Agreement or for a hospitality property newly acquired by EH-REIT, or (ii) EH-BT undertakes certain hospitality and hospitality-related development projects, acquisitions and investments which may be unsuitable for EH-REIT.
- (2) USHIL Holdco Member, LLC, indirectly holds the USHI Portfolio (as defined herein) through UCHIDH, LLC, UCF 1, LLC, UCRDH, LLC, Urban Commons Bayshore A, LLC, UCCONT1, LLC, Urban Commons Cordova A, LLC, Urban Commons Highway 111 A, LLC, Urban Commons Anaheim HI, LLC, Urban Commons 4th Street A, LLC, Urban Commons Riverside Blvd., A, LLC, Urban Commons Danbury A, LLC and Urban Commons Queensway, LLC (collectively the "USHI LLCs" and each a "USHI LLC").

1 As the Founders do not intend to have a limit on their ownership of Stapled Securities in EHT to be better aligned with the interest of other Stapled Securityholders, no US REIT election was anticipated by the US Corp given that the proposed aggregate Founders' stake of EHT will run a material risk of causing a breach of the ownership requirement/condition, and such ownership requirement/condition is of one of the qualifying conditions US Corp needs to meet if it desires to make a US REIT election. As such the Properties in the Initial Portfolio are to be held by US Corp, through certain underlying companies which are disregarded (i.e., non-taxpaying) entities for U.S. tax purposes. Such disregarded entities include Cayman intermediaries which were acquired as an existing structure along with the ASAP6 Portfolio.

- (3) The ASAP6 Portfolio (as defined herein) is directly held by Sky Harbor Atlanta Northeast, LLC, 5151 Wiley Post Way, Salt Lake City, LLC, Sky Harbor Denver Tech Center, LLC, 14315 Midway Road Addison LLC, 6780 Southwest FWY, Houston, LLC and 44 Inn America Woodbridge Associates, LLC (collectively the “**ASAP6 Holdcos**” and each an “**ASAP6 Holdco**”). The ASAP6 Holdcos are in turn held by Atlanta Hotel Holdings, LLC, ASAP Salt Lake City Hotel, LLC, Sky Harbor Denver Holdco, LLC, ASAP DCP Holdings, LLC, ASAP HHG Holdings, LLC and ASAP Woodbridge Hotel Holdings, LLC.
- (4) Cayman Corp 2 indirectly holds the ASAP6 Portfolio through ASAP Cayman Atlanta Hotel, LLC, ASAP Cayman Salt Lake City, LLC, ASAP Cayman Denver Tech, LLC, ASAP Cayman Dallas Galleria, LLC, ASAP Cayman Houston Galleria, LLC and ASAP Cayman Woodbridge Hotel, LLC (collectively the “**Cayman LLCs**”).

EHT

The EH-REIT Units and EH-BT Units are stapled together under the terms of the stapling deed dated 11 April 2019 entered into between the REIT Manager, the REIT Trustee and the Trustee-Manager (the “**Stapling Deed**”) and cannot be traded separately. EHT is regulated by the Stapling Deed, the EH-REIT Trust Deed and the EH-BT Trust Deed (collectively, the “**Deeds**”) as well as any legislation and regulations governing EHT, EH-REIT and EH-BT.

EH-REIT

EH-REIT is constituted by a trust deed dated 11 April 2019 (the “**EH-REIT Trust Deed**”). It is principally regulated by the SFA, the CIS Code, including the Property Funds Appendix, other relevant regulations as well as the Stapling Deed and the EH-REIT Trust Deed.

EH-BT

EH-BT is constituted by a trust deed dated 11 April 2019 (the “**EH-BT Trust Deed**”). It is principally regulated by the BTA, the SFA, and other relevant legislation and regulations, as well as the Stapling Deed and the EH-BT Trust Deed.

As at the Listing Date, EH-BT will be dormant. It will, however, become active if any of the following occurs:

- it is appointed by EH-REIT, in the absence of any other master lessee(s) being appointed, as a Master Lessee of one of the Properties. EH-BT exists primarily as “a master lessee of last resort”;
- EH-REIT acquires hotels in the future, and, if there are no other suitable master lessees, EH-REIT will lease these acquired hotels to EH-BT. EH-BT will then become a master lessee for that hotel and will appoint a Hotel Manager to manage that hotel, where such hotel management fees will be borne by the EH-BT (as master lessee); or
- it undertakes certain hospitality and hospitality-related development projects, acquisitions and investments which may not be suitable for EH-REIT.
- In general, EH-BT will be considered to be active in the event that it carries on any business activity other than:
 - activities which EH-BT is required to carry out by any applicable law, regulation, rule or directive of any agency, regulatory or supervisory body, or listing rule of the SGX-ST or any other relevant recognised stock exchange;

- the lending or utilisation of any proceeds raised by the listing of EH-BT or the lending or utilisation of any proceeds EH-BT is allotted from the listing of EHT; and
- equity fund-raising activities and issue of EH-BT Units carried out in conjunction with EH-REIT which are solely for the purposes of funding EH-REIT’s business activities.

When EH-BT becomes active, the Trustee-Manager intends, where appropriate, to manage the exposure arising from adverse market movements in interest rates through appropriate hedging strategies. Upon EH-BT becoming active, appropriate internal controls would be put in place. EH-REIT will not guarantee any debt of EH-BT, and *vice versa*. This will help to shield each entity from the other’s financial obligations because each entity’s creditors will not have recourse to the other.

The Sponsor

The sponsor of EHT is Urban Commons, LLC. Founded in 2008, the Sponsor is a privately-held real estate investment and development firm which managed the USHI Portfolio (prior to being acquired by EHT) and is active across a range of property types with an emphasis on hotels. The Sponsor currently has approximately 30 employees. The Sponsor aims to deliver strong risk adjusted returns through adopting a value-add investment strategy across the real estate value chain with a focus on hotel assets located in top-tier US metropolitan statistical areas. It contracts with global franchisors and brands with strong distribution capabilities, such as HWHI, IHG and Marriott. (See “The Sponsor” for further details.)

The REIT Manager: Eagle Hospitality REIT Management Pte. Ltd.

The REIT Manager is incorporated in Singapore under the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”) on 30 August 2018. As at the Latest Practicable Date, it has an issued and paid-up capital of S\$1.0 million and its registered office is located at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. The REIT Manager is indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods.

The REIT Manager has been issued a capital markets services licence for REIT management (the “**CMS Licence**”) pursuant to the SFA on 7 May 2019.

The REIT Manager has general powers of management over the assets of EH-REIT. The REIT Manager’s main responsibility is to manage EH-REIT’s assets and liabilities for the benefit of the holders of EH-REIT Units. The REIT Manager will set the strategic direction of EH-REIT and give recommendations to the REIT Trustee on the acquisition, divestment, development and/or enhancement of the assets of EH-REIT in accordance with its stated investment strategy.

The REIT Manager has incorporated a wholly-owned subsidiary in the US (the “**REIT Manager US Sub**”) so that to the extent activities of the REIT Manager would be required to be performed within the United States, those activities will be delegated to the REIT Manager US Sub. The scope of activities which the REIT Manager US Sub will be undertaking will cover, among others, the U.S. specific investment and asset management oversight services of the REIT Manager which need to take place in the United States, such as meeting and negotiating with potential vendors, inspecting properties and performing oversight over the U.S. service providers. Such services in the US will be provided by the REIT Manager US Sub pursuant to a services agreement between the REIT Manager, the REIT Manager US Sub and US Corp (the “**REIT Manager US Services Agreement**”) under which a portion of the Management Fee payable to the REIT Manager shall be allocated to be paid by US Corp to the REIT Manager US Sub. Any fees payable to the REIT

Manager US Sub by US Corp thereunder shall be deducted from the Management Fees payable by the REIT Trustee to the REIT Manager by an equivalent amount so that there is no double counting.

The REIT Trustee: DBS Trustee Limited

The trustee of EH-REIT is DBS Trustee Limited. The REIT Trustee is a company incorporated in Singapore and licensed as a trust company under the Trust Companies Act 2005, Chapter 336 of Singapore (the “**Trust Companies Act**”). It is approved to act as a trustee for authorised collective investment schemes under the SFA. As at the date of this Prospectus, the REIT Trustee has a paid-up capital of S\$2.5 million. The REIT Trustee has its place of business in Singapore at 12 Marina Boulevard, Level 44, Marina Bay Financial Centre Tower 3, Singapore 018982.

The REIT Trustee acts as trustee of EH-REIT and, in such capacity, holds the assets of EH-REIT on trust for the benefit of the holders of EH-REIT Units, safeguards the rights and interests of the holders of EH-REIT Units and exercises all the powers of a trustee and the powers accompanying ownership of the properties in EH-REIT.

(See “The Formation and Structure of EHT, EH-REIT and EH-BT” for further details.)

The Trustee-Manager: Eagle Hospitality Business Trust Management Pte. Ltd.

The Trustee-Manager is incorporated in Singapore under the Companies Act on 30 August 2018. As at the Latest Practicable Date, it has an issued and paid-up capital of S\$1.00 and its registered office is located at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. The Trustee-Manager is indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods.

The Trustee-Manager has the dual responsibilities of safeguarding the interests of the holders of EH-BT Units and managing the business conducted by EH-BT. The Trustee-Manager has general powers of management over the business and assets of EH-BT and its main responsibility is to manage EH-BT’s assets and liabilities for the benefit of the holders of EH-BT Units as a whole.

As at the Listing Date, EH-BT will be dormant. It will, however, become active if (i) EH-REIT is unable to appoint a master lessee for any of the Properties in its Initial Portfolio at the expiry of the relevant Master Lease Agreement or for a hospitality property newly acquired by EH-REIT, or (ii) EH-BT undertakes certain hospitality and hospitality-related development projects, acquisitions and investments which may be unsuitable for EH-REIT.

(See “The Formation and Structure of EHT, EH-REIT and EH-BT” for further details.)

The Vendors and the Master Lessees

The vendor of the USHI Portfolio is U.S. Hospitality Investments LLC (the “**USHI Portfolio Vendor**”), whose common equity interests are indirectly owned by each of the Founders in the proportion 50:50. The Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites – Waterpark and (xii) Crowne Plaza Danbury (collectively, the “**USHI Portfolio**”).

The vendors of the ASAP6 Portfolio, MWCI, LLC and CWCI, LLC (the “**ASAP6 Portfolio Vendors**”), together with the USHI Portfolio Vendor as the “**Vendors**”), are wholly owned by

Howard Wu and Taylor Woods respectively, and each directly owns 50% of the equity interests in Cayman Corp 2, such that the equity interests in the ASAP6 Portfolio are indirectly owned by each of the Founders in the proportion 50:50. The ASAP6 Portfolio Vendors have acquired the ASAP6 Portfolio from the existing third party owners of the ASAP6 Portfolio (collectively, the “**Third Party ASAP6 Portfolio Vendors**”) (see “Overview of the Acquisition of the Properties – Acquisition of the ASAP6 Portfolio” for further details). The Properties comprising the ASAP6 Portfolio are (i) Sheraton Denver Tech Center, (ii) Crowne Plaza Dallas Near Galleria-Addison, (iii) Hilton Houston Galleria Area, (iv) Renaissance Woodbridge, (v) Doubletree by Hilton Salt Lake City Airport and (vi) Hilton Atlanta Northeast (collectively, the “**ASAP6 Portfolio**”).

Securities Purchase Agreement

The REIT Trustee, the USHI Portfolio Vendor and the ASAP6 Portfolio Vendors have on 25 April 2019 entered into a securities purchase agreement (as supplemented) (the “**Securities Purchase Agreement**”) for the REIT Trustee to acquire the USHI Portfolio from the USHI Portfolio Vendor and the ASAP6 Portfolio from the ASAP6 Portfolio Vendors, via the acquisition of USHIL Holdco Member, LLC (“**USHIL Holdco**”), which indirectly holds the USHI Portfolio, and CI Hospitality Investment, LLC (“**Cayman Corp 2**”), which indirectly holds the ASAP6 Portfolio, respectively. Then, following a series of assignments and intercompany loans and fund transfers that will occur at the closing, 100% of the interests in USHIL Holdco and Cayman Corp 2 will be owned by EHT US1, Inc (“**US Corp**”), a newly incorporated US corporation wholly owned by EH-REIT through Eagle Hospitality Trust S1 Pte. Ltd. (“**SG Corp**”), a newly incorporated Singapore company wholly owned by EH-REIT.

Master Lease Agreements

Pursuant to the master lease agreement to be entered into between the subsidiary of EH-REIT that directly owns each Property and the relevant Master Lessee (each a “**Master Lease Agreement**”), the applicable subsidiary will receive rental payment for each Property from the relevant Master Lessee comprising (i) a Fixed Rent and (ii) a Variable Rent. Each Master Lessee is an indirect wholly owned subsidiary of the Sponsor.

Each of the Master Lease Agreements has an initial term of 20 years from the Listing Date with an option exercisable by the relevant Master Lessee to obtain an additional lease for a further 14 years for all Properties located in California and 20 years for all other Properties located elsewhere on the same terms and conditions (save for amendments required due to any change in law).

(See “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Master Lease Agreements” for further details on the Master Lease Agreements.)

The Hotel Managers and the Hotel Franchisors

Each Hotel, except The Queen Mary Long Beach, is operated under a brand owned by one of the Hotel Franchisors pursuant to the franchise agreements between the applicable Hotel Franchisor and the Master Lessee (the “**Franchise Agreements**” and each a “**Franchise Agreement**”) and the day-to-day operations of each Hotel are managed by a third party hotel management company (each, a “**Hotel Manager**”) pursuant to hotel management agreements between the applicable Master Lessee and the Hotel Manager (the “**Hotel Management Agreements**” and each a “**Hotel Management Agreement**”). The Master Lessees will enter into or receive assignments of franchise agreements and hotel management agreements with the Hotel Franchisors and the Hotel Managers (as applicable) relating to the Hotels set forth in the table below. The Master

Lessee is the counterparty under each Franchise Agreement and Hotel Management Agreement and is therefore responsible for the payment of the fees to the Hotel Franchisors and the Hotel Managers.

Name of Hotel	Hotel Franchisor Parent	Hotel Brand	Hotel Manager
Sheraton Pasadena	Marriott	Sheraton	Brighton Management, LLC ¹
Holiday Inn Hotel & Suites Anaheim	IHG	Holiday Inn & Suites	Brighton Management, LLC ¹
Embassy Suites by Hilton Anaheim North	HWHI	Embassy Suites	Brighton Management, LLC ¹
Holiday Inn Hotel & Suites San Mateo	IHG	Holiday Inn & Suites	Brighton Management, LLC ¹
Four Points by Sheraton San Jose Airport	Marriott	Four Points	Brighton Management, LLC ¹
The Westin Sacramento	Marriott	Westin	Brighton Management, LLC ¹
Embassy Suites by Hilton Palm Desert	HWHI	Embassy Suites	Brighton Management, LLC ¹
The Queen Mary Long Beach	N/A	N/A	Evolution Hospitality, LLC
Renaissance Denver Stapleton	Marriott	Renaissance	Pyramid Denver Management LLC
Holiday Inn Denver East – Stapleton	IHG	Holiday Inn	Pyramid Denver Quebec Street Management LLC
Sheraton Denver Tech Center	Marriott	Sheraton	Interstate Management Company, LLC
Holiday Inn Resort Orlando Suites – Waterpark	IHG	Holiday Inn Resorts	Evolution Hospitality, LLC
Crowne Plaza Dallas Near Galleria-Addison	IHG	Crowne Plaza	M&R Hospitality Management Corp
Hilton Houston Galleria Area	HWHI	Hilton	Pyramid HHG Management LLC
Renaissance Woodbridge	Marriott	Renaissance	Pyramid Woodbridge Management LLC
Crowne Plaza Danbury	IHG	Crowne Plaza	Pyramid Danbury Management LLC
Doubletree by Hilton Salt Lake City Airport	HWHI	Doubletree by Hilton	Pyramid Salt Lake Management LLC
Hilton Atlanta Northeast	HWHI	Hilton	Crestline Hotels & Resorts, LLC

¹ Prior to Listing or shortly after Listing, the USHI Portfolio Vendor or the Master Lessee of the Hotel, as the case may be, may replace this Hotel Manager. A new Hotel Manager will be appointed, which is expected to be an existing Hotel Manager of one or more properties in the Initial Portfolio and a larger and more established hotel management company.

CERTAIN FEES AND CHARGES

The following is a summary of the amounts of certain fees and charges payable by Stapled Securityholders in connection with the subscription for the Stapled Securities (so long as the Stapled Securities are listed):

	Payable by Stapled Securityholders directly	Amount payable
(a)	Subscription fee or preliminary charge	N.A. ⁽¹⁾
(b)	Realisation fee	N.A. ⁽¹⁾
(c)	Switching fee	N.A. ⁽¹⁾
(d)	Any other fee	Investors in the Placement Tranche may be required to pay brokerage of up to 1.0% of the Offering Price. For trading of the Stapled Securities, investors will pay prevailing brokerage commissions (if applicable) and CDP clearing fee for trading of the Stapled Securities on the SGX-ST at the rate of 0.0325% of the transaction value.

Note:

- (1) As the Stapled Securities will be listed and traded on the SGX-ST, and Stapled Securityholders will have no right to request the REIT Manager or the Trustee-Manager to redeem their Stapled Securities (or, for that matter, any corresponding EH-REIT Units and EH-BT Units) while the Stapled Securities are listed, no subscription fee, preliminary charge, realisation fee or switching fee is payable in respect of the Stapled Securities.

The following is a summary of certain fees and charges payable by EH-REIT in connection with the establishment and on-going management of the operations of EH-REIT (see "Management and Corporate Governance" for further details):

	Payable by EH-REIT	Amount payable
(a)	The REIT Manager's management fees	Base Fee ¹ 10.0% per annum of the Annual Distributable Income (as defined in the EH-REIT Trust Deed and calculated before accounting for the Base Fee and the Performance Fee).

¹ There should be no double-counting of fees. In the event that both the REIT Manager and the Trustee-Manager are entitled to the Base Fee, such fees payable to both the REIT Manager and the Trustee-Manager will be apportioned based on the respective proportionate contributions of EH-REIT and EH-BT in the Base Fee.

	Payable by EH-REIT	Amount payable												
		<p>Performance Fee</p> <p>Pursuant to Clause 15.1.2 of the EH-REIT Trust Deed, 25.0% per annum of the difference in DPS in a financial year with the DPS in the preceding financial year (calculated before accounting for the Performance Fee in each financial year) multiplied by the weighted average number of Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-REIT Trust Deed).</p> <p>The Performance Fee is payable if the DPS in any financial year exceeds the DPS in the preceding financial year, notwithstanding that the DPS in the financial year where the Performance Fee is payable may be less than the DPS in the financial year prior to the preceding financial year¹.</p> <p>For the avoidance of doubt, where the DPS in a financial year is less than the DPS in any preceding financial year, the REIT Manager shall not be required to return any Performance Fee paid to it in any preceding financial year.</p> <p>For illustrative purposes only, the following sets out an example of the computation of the Performance Fee based on an assumed DPS of 5.0 cents for Year 1 and 6.0 cents for Year 2 and a weighted average number of Stapled Securities of 1,000,000,000:</p> <table border="1" data-bbox="762 1279 1385 1626"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> </tr> </thead> <tbody> <tr> <td>DPS (US\$ cents)⁽¹⁾</td> <td>5.0</td> <td>6.0</td> </tr> <tr> <td>Weighted average number of Stapled Securities (million)</td> <td>–</td> <td>1,000</td> </tr> <tr> <td>Performance Fee (US\$ million)</td> <td>–</td> <td>2.5⁽²⁾</td> </tr> </tbody> </table> <p>Notes:</p> <p>(1) Calculated before accounting for the Performance Fee in the financial year.</p> <p>(2) The Performance Fee is calculated based on the following computation: $(6.0 - 5.0) \times 1,000,000,000 \times 25.0\%$.</p>		Year 1	Year 2	DPS (US\$ cents)⁽¹⁾	5.0	6.0	Weighted average number of Stapled Securities (million)	–	1,000	Performance Fee (US\$ million)	–	2.5 ⁽²⁾
	Year 1	Year 2												
DPS (US\$ cents)⁽¹⁾	5.0	6.0												
Weighted average number of Stapled Securities (million)	–	1,000												
Performance Fee (US\$ million)	–	2.5 ⁽²⁾												

¹ As an illustration, if the DPS is 5.0 cents in Year 1, 4.0 cents in Year 2 and 4.5 cents in Year 3, the Performance Fee is payable in relation to Year 3 as the DPS for Year 3 exceeds Year 2, notwithstanding that the DPS for Year 3 is less than the DPS for Year 1.

	Payable by EH-REIT	Amount payable
		<p>For the purpose of the computation of the Performance Fee only, the DPS shall be calculated based on all income of EHT arising from the operations of EHT, such as, but not limited to, rentals, interest, dividends and other similar payments or income arising from the Authorised Investments (as defined herein) of EHT.</p> <p>For each of Forecast Period 2019 and Projection Year 2020, the difference in DPS shall be the difference in actual DPS in such financial period or financial year with the projected DPS. (See "Profit Forecast and Profit Projection" for further details.)</p> <p>There should be no double-counting of fees. In the event that both the REIT Manager and the Trustee-Manager are entitled to the Performance Fee, such fees payable to both the REIT Manager and the Trustee-Manager will be apportioned based on the respective proportionate contributions of EH-REIT and EH-BT in the Performance Fee.</p> <p>Management Fees to be paid in cash or Stapled Securities</p> <p>The Management Fees are payable to the REIT Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-REIT Units (as the REIT Manager may elect), in such proportions as may be determined by the REIT Manager. For Forecast Period 2019 and Projection Year 2020, the REIT Manager has elected to receive 100.0% of the Management Fees in the form of Stapled Securities.</p>
(b)	The REIT Trustee's fee	<p>The REIT Trustee's fee shall not exceed 0.1% per annum of the value of the EH-REIT Deposited Property, subject to a minimum of S\$15,000 per month, excluding out-of-pocket expenses and Goods and Services Tax ("GST"), in accordance with the EH-REIT Trust Deed. The REIT Trustee's fee is accrued daily and will be paid monthly in arrears in accordance with the EH-REIT Trust Deed. The actual fee payable within the permitted limit will be determined between the REIT Manager and the REIT Trustee from time to time. The REIT Trustee will also be paid a one-time inception fee as may be agreed between the REIT Trustee and the REIT Manager subject to a maximum of up to S\$60,000.</p>

	Payable by EH-REIT	Amount payable
(c)	Any other substantial fee or charge (i.e. 0.1% or more of the value of the EH-REIT Deposited Property)	
	(i) Acquisition fee (payable to the REIT Manager)	<p>0.75% for acquisitions from Related Parties and 1.0% for all other cases (or such lower percentage as may be determined by the REIT Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting):</p> <p>(i) in the case of an acquisition of real estate, the acquisition price of any real estate purchased by EH-REIT, whether directly or indirectly through a holding of shares, units or any other interests in one or more special purpose vehicles (“SPVs”), plus any other payments¹ in addition to the acquisition price made by EH-REIT or its SPV to the vendor in connection with the purchase of the real estate (pro-rated if applicable to the proportion of EH-REIT’s interest);</p> <p>(ii) in the case of an acquisition of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate, purchased by EH-REIT whether directly or indirectly through a holding of shares, units or any other interests in one or more SPVs (plus any other payments² made by EH-REIT or its SPVs to the vendor in connection with the purchase of such equity interests or, as the case may be, contractual interest) (pro-rated, if applicable to the proportion of EH-REIT’s interest); or</p>

1 “other payments” refer to additional payments to the vendor of the real estate, for example, where the vendor has already made certain payments for enhancements to the real estate, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but “other payments” do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-REIT acquires a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity paid by EH-REIT as purchase price and any debt of the special purpose company.

	Payable by EH-REIT	Amount payable
		<p>(iii) the acquisition price of any investment purchased by EH-REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.</p> <p>No acquisition fee is payable for the acquisition of the Properties.</p> <p>The acquisition fee is payable to the REIT Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-REIT Units (as the REIT Manager may elect) provided that in respect of any acquisition of real estate assets from Related Parties, such a fee should be in the form of Stapled Securities or, as the case may be, EH-REIT Units at prevailing market price(s) instead of cash.</p> <p>The Stapled Securities or, as the case may be, EH-REIT Units issued to the REIT Manager as its acquisition fee should not be sold within one year from the date of their issuance.</p> <p>Any payment to third party agents or brokers in connection with the acquisition of any assets of EH-REIT shall be paid to such persons out of the EH-REIT Deposited Property or the assets of the relevant entity and not out of the acquisition fee received or to be received by the REIT Manager.</p>
	(ii) Divestment fee (payable to the REIT Manager)	<p>0.5% of each of the following as is applicable (subject to there being no double-counting):</p> <p>(i) in the case of a sale of real estate, the sale price of any real estate sold or divested by EH-REIT, whether directly or indirectly through one or more SPVs, plus any other payments¹ in connection with the sale or divestment of the real estate (pro-rated if applicable to the proportion of EH-REIT's interest);</p>

¹ "other payments" refer to additional payments to EH-REIT or its SPVs for the sale of the real estate, for example, where EH-REIT or its SPVs have already made certain payments for enhancements to the real estate, and the value of the asset enhancements are not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

	Payable by EH-REIT	Amount payable
		<p>(ii) in the case of a sale of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value¹ of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested by EH-REIT, whether directly or indirectly through one or more SPVs, plus any other payments² received by the EH-REIT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests (pro-rated if applicable to the proportion of EH-REIT's interest); or</p> <p>(iii) the sale price of the investment sold or divested by EH-REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.</p> <p>The divestment fee is payable to the REIT Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-REIT Units (as the REIT Manager may elect) provided that in respect of any sale or divestment of real estate assets to Related Parties, such a fee should be in the form of Stapled Securities or, as the case may be, EH-REIT Units at prevailing market price(s) instead of cash.</p> <p>The Stapled Securities or, as the case may be, EH-REIT Units issued to the REIT Manager as its divestment fee should not be sold within one year from the date of their issuance.</p> <p>Any payment to third party agents or brokers in connection with the disposal of any assets of EHT shall be paid to such persons out of the EH-REIT Deposited Property or the assets of the relevant entity and not out of the divestment fee received or to be received by the REIT Manager.</p>

1 For example, if EH-REIT sells or divests a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity received by EH-REIT as sale price and any debt of the special purpose company.

2 "other payments" refer to additional payments to EH-REIT or its SPVs for the sale of the real estate, for example, where EH-REIT or its SPVs have already made certain payments for enhancements to the real estate, and the value of the asset enhancements are not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

	Payable by EH-REIT	Amount payable
	(iii) Development management fee (payable to the REIT Manager)	<p>The REIT Manager is entitled to receive development management fees equivalent to 3.0% of the Total Project Costs incurred in a Development Project (each as defined herein) undertaken by the REIT Manager on behalf of EH-REIT. EH-REIT will only undertake development activities within the limits of the Property Funds Appendix (which currently allows a REIT to commit no more than 10.0% of its deposited property to development and investment in uncompleted property developments).</p> <p>The total contract value of property development activities may exceed 10.0% of EH-REIT's Deposited Property (subject to a maximum of 25.0% of EH-REIT's Deposited Property) only if:</p> <ul style="list-style-type: none"> (i) the additional allowance of up to 15.0% of EH-REIT's Deposited Property is utilised solely for the redevelopment of an existing property that has been held by EH-REIT for at least three years and which EH-REIT will continue to hold for at least three years after the completion of the redevelopment; and (ii) EH-REIT obtains the specific approval of Stapled Securityholders at a general meeting for the redevelopment of the property. <p>For the avoidance of doubt, the REIT Manager may at its sole discretion appoint one or more service providers to perform all or some of the development management services provided that the REIT Manager remains at all times responsible for the development management services provided by the service provider(s) and the REIT Manager shall be entitled to the full development management fee notwithstanding the appointment of such service provider(s) provided that there shall be no double-counting of any fees payable to such third party service providers for services which the REIT Manager is required to provide in respect of the development management fee.</p>

	Payable by EH-REIT	Amount payable
		<p>“Development Project”, in relation to EH-REIT, means a project involving the development of land, or buildings, or part(s) thereof on land which is acquired, held or leased by EH-REIT, provided always that the Property Funds Appendix shall be complied with for the purposes of such development, but does not include refurbishment, retrofitting, addition and alteration and renovations works.</p> <p>“Total Project Costs” means the sum of the following:</p> <ul style="list-style-type: none"> (i) construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor; (ii) principal consultants fees, including payments to the project’s architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor and project manager; (iii) the cost of obtaining all approvals for the project; (iv) site staff costs; (v) interest costs on borrowings used to finance project cashflows that are capitalised to the project in line International Financial Reporting Standards; and (vi) any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with International Financial Reporting Standards but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land).

	Payable by EH-REIT	Amount payable
		<p>When the estimated Total Project Costs are greater than US\$100.0 million, the REIT Manager will be entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs up to US\$100.0 million. For the remaining Total Project Costs in excess of US\$100.0 million, the REIT Manager's independent directors will first review and approve the quantum of the development management fee, whereupon the REIT Manager may be directed to reduce the development management fee. Further, in cases where the market pricing for comparable services is, in the REIT Manager's view, materially lower than the development management fee, the independent directors of the REIT Manager shall have the discretion to accept a development management fee which is less than 3.0% of the Total Project Costs incurred in a Development Project undertaken by the REIT Manager on behalf of EH-REIT.</p> <p>The development management fee is payable in equal monthly instalments over the construction period of each Development Project based on the REIT Manager's best estimate of the Total Project Costs and construction period and, if necessary, a final payment of the balance amount when the Total Project Costs is finalised.</p> <p>No acquisition fee shall be paid when the REIT Manager receives the development management fee for a Development Project. For the avoidance of doubt, land costs (including but not limited to the acquisition price or underlying value of such land) will not be included in the computation of Total Project Costs and the REIT Manager shall be entitled to receive an acquisition fee on the land costs.</p>

The following is a summary of certain fees and charges payable by EH-BT in circumstances where EH-BT becomes active. For the avoidance of doubt, no fees are payable to the Trustee-Manager so long as EH-BT remains dormant.

	Payable by EH-BT	Amount payable
(a)	The Trustee-Manager's management fees	<p>Base Fee¹</p> <p>A fee not exceeding 10.0% per annum of the Annual Distributable Income (as defined in the EH-BT Trust Deed and calculated before accounting for the Base Fee and the Performance Fee).</p> <p>Performance Fee</p> <p>Pursuant to Clause 14.1.2 of the EH-BT Trust Deed, 25.0% per annum of the difference in DPS in a financial year with the DPS in the preceding financial year (calculated before accounting for the Performance Fee in each financial year) multiplied by the weighted average number of Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-BT Trust Deed).</p> <p>The Performance Fee is payable if the DPS in any financial year exceeds the DPS in the preceding financial year, notwithstanding that the DPS in the financial year where the Performance Fee is payable may be less than the DPS in the financial year prior to the preceding financial year².</p> <p>For the avoidance of doubt, where the DPS in a financial year is less than the DPS in any preceding financial year, the Trustee-Manager shall not be required to return any Performance Fee paid to it in any preceding financial year. For illustrative purposes only, the following sets out an example of the computation of the Performance Fee based on an assumed DPS of 5.0 cents for Year 1 and 6.0 cents for Year 2 and a weighted average number of Stapled Securities of 1,000,000,000:</p>

1 There should be no double-counting of fees. In the event that both the REIT Manager and the Trustee-Manager are entitled to the Base Fee, such fees payable to both the REIT Manager and the Trustee-Manager will be apportioned based on the respective proportionate contributions of EH-REIT and EH-BT in the Base Fee.

2 As an illustration, if the DPS is 5.0 cents in Year 1, 4.0 cents in Year 2 and 4.5 cents in Year 3, the Performance Fee is payable in relation to Year 3 as the DPS for Year 3 exceeds Year 2, notwithstanding that the DPS for Year 3 is less than the DPS for Year 1.

Payable by EH-BT	Amount payable	
	Year 1	Year 2
DPS (US\$ cents)⁽¹⁾	5.0	6.0
Weighted average number of Stapled Securities (million)	–	1,000
Performance Fee (US\$ million)	–	2.5 ⁽²⁾
<p>Notes:</p> <p>(1) Calculated before accounting for the Performance Fee in the financial year.</p> <p>(2) The Performance Fee is calculated based on the following computation: $(6.0 - 5.0) \times 1,000,000,000 \times 25.0\%$.</p> <p>For the purpose of the computation of the Performance Fee only, the DPS shall be calculated based on all income of EHT arising from the operations of EHT, such as, but not limited to, rentals, interest, dividends, and other similar payments or income arising from the Authorized Investments (as defined herein) of EHT.</p> <p>For each of Forecast Period 2019 and Projection Year 2020, the difference in DPS shall be the difference in actual DPS in such financial period or financial year with the projected DPS. (See “Profit Forecast and Profit Projection” for further details.)</p> <p>There should be no double-counting of fees. In the event that both the REIT Manager and the Trustee-Manager are entitled to the Performance Fee, such fees payable to both the REIT Manager and the Trustee-Manager will be apportioned based on the respective proportionate contributions of EH-REIT and EH-BT in the Performance Fee.</p>		

	Payable by EH-BT	Amount payable
		<p>Management Fees to be paid in cash or Stapled Securities</p> <p>The Management Fees are payable to the Trustee-Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-BT Units (as the Trustee-Manager may elect), in such proportions as may be determined by the Trustee-Manager. For Forecast Period 2019 and Projection Year 2020, the Trustee-Manager has elected to receive 100.0% of the Management Fees in the form of Stapled Securities.</p>
(b)	The Trustee-Manager's trustee fee	<p>0.1% per annum of the value of the Trust Property (as defined in the BTA) of EH-BT (the "EH-BT Trust Property"), subject to a minimum fee of US\$10,000 per month, provided that the value of the EH-BT Trust Property is at least US\$50.0 million.</p> <p>For the purpose of calculating the trustee fee, if EH-BT holds only a partial interest in any of the EH-BT Trust Property, such EH-BT Trust Property shall be pro-rated in proportion to the partial interest held.</p> <p>The trustee fee shall be made to the Trustee-Manager out of the EH-BT Trust Property within 30 days of the last day of every calendar quarter (or such other period as may be determined by the Trustee-Manager at its discretion) in arrear, in the form of cash only.</p>
(c)	Any other substantial fee or charge (i.e. 0.1% or more of the value of EH-BT Trust Property)	

	Payable by EH-BT	Amount payable
	(i) Acquisition fee (payable to the Trustee-Manager)	<p>0.75% for acquisitions from Related Parties and 1.0% for all other cases (or such lower percentage as may be determined by the Trustee-Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double counting):</p> <p>(i) in the case of an acquisition of real estate, the acquisition price of any real estate purchased by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments¹ in addition to the acquisition price made by EH-BT or its SPVs to the vendor in connection with the purchase of the real estate (pro-rated if applicable to the proportion of EH-BT's interest);</p> <p>(ii) in the case of an acquisition of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of such real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate, purchased by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments³ made by EH-BT or its SPVs to the vendor in connection with the purchase of such equity interests (pro-rated if applicable to the proportion of EH-BT's interest); or</p> <p>(iii) the acquisition price of any investment purchased by EH-BT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.</p>

1 "other payments" refer to additional payments to the vendor of the real estate, for example, where the vendor has already made certain payments for enhancements to the real estate, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-BT acquires a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity paid by EH-BT as purchase price and any debt of the special purpose company.

3 "other payments" refer to additional payments to the vendor of the real estate, for example, where the vendor has already made certain payments for enhancements to the real estate, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

	Payable by EH-BT	Amount payable
		The acquisition fee is payable to the Trustee-Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-BT Units (as the Trustee-Manager may elect), and in such proportion as may be determined by the Trustee-Manager.
	(ii) Divestment fee (payable to the Trustee-Manager)	<p>0.5% (or such lower percentage as may be determined by the Trustee-Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none"> (i) in the case of a sale of real estate, the sale price of any real estate sold or divested by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments¹ in connection with the sale or divestment of the real estate (pro-rated if applicable to the proportion of EH-BT's interest); (ii) in the case of a sale of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments¹ received by the EH-BT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests (pro-rated if applicable to the proportion of EH-BT's interest); or (iii) the sale price of the investment purchased by EH-BT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

1 "other payments" refer to additional payments to EH-BT or its SPVs for the sale of the real estate, for example, where EH-BT or its SPVs have already made certain payments for enhancements to the real estate, and the value of the asset enhancements are not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-BT sells or divests a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity received by EH-BT as sale price and any debt of the special purpose company.

	Payable by EH-BT	Amount payable
		<p>The divestment fee is payable to the Trustee-Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-BT Units (as the Trustee-Manager may elect), and in such proportion as may be determined by the Trustee-Manager.</p>
	<p>(iii) Development management fee (payable to the Trustee-Manager)</p>	<p>The Trustee-Manager is entitled to receive development management fees equivalent to 3.0% of the Total Project Costs incurred in a Development Project (as defined herein) undertaken by the Trustee-Manager on behalf of EH-BT.</p> <p>For the avoidance of doubt, the Trustee-Manager may at its sole discretion appoint one or more service providers to perform all or some of the development management services provided that the Trustee-Manager remains at all times responsible for the development management services provided by the service provider(s) and the Trustee-Manager shall be entitled to the full development management fee notwithstanding the appointment of such service provider(s) provided that there shall be no double-counting of any fees payable to such third party service providers for services which the Trustee-Manager is required to provide in respect of the development management fee.</p> <p>“Development Project”, in relation to EH-BT, means a project involving the development of land, or buildings, or part(s) thereof on land which is acquired, held or leased by EH-BT, but does not include refurbishment, retrofitting, addition and alteration and renovations works.</p> <p>“Total Project Costs” means the sum of the following:</p> <ul style="list-style-type: none"> (i) construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor; (ii) principal consultants fees, including payments to the project’s architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor and project manager; (iii) the cost of obtaining all approvals for the project;

	Payable by EH-BT	Amount payable
		<p>(iv) site staff costs;</p> <p>(v) interest costs on borrowings used to finance project cashflows that are capitalised to the project in line with International Financial Reporting Standards; and</p> <p>(vi) any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with International Financial Reporting Standards but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land).</p> <p>When the estimated Total Project Costs are greater than US\$100.0 million, the Trustee-Manager will be entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs up to US\$100.0 million. For the remaining Total Project Costs in excess of US\$100.0 million, the Trustee-Manager's independent directors will first review and approve the quantum of the development management fee, whereupon the Trustee-Manager may be directed to reduce the development management fee. Further, in cases where the market pricing for comparable services is, in the Trustee-Manager's view, materially lower than the development management fee, the Trustee-Manager shall have the discretion to accept a development management fee which is less than 3.0% of the Total Project Costs incurred in a Development Project undertaken by the Trustee-Manager on behalf of EH-BT.</p> <p>The development management fee is payable in equal monthly instalments over the construction period of each Development Project based on the Trustee-Manager's best estimate of the Total Project Costs and construction period and, if necessary, a final payment of the balance amount when the Total Project Costs is finalised.</p>

	Payable by EH-BT	Amount payable
		No acquisition fee shall be paid when the Trustee-Manager receives the development management fee for a Development Project. For the avoidance of doubt, land costs (including but not limited to the acquisition price or underlying value of such land) will not be included in the computation of Total Project Costs and the Trustee-Manager shall be entitled to receive an acquisition fee on the land costs.

The rationale for each of the fees payable by EH-REIT, EH-BT or their subsidiaries to the REIT Manager and the Trustee-Manager, respectively, in connection with the establishment and on-going management and operation of EH-REIT, EH-BT and their subsidiaries are as follows:

- **Management Fees (payable to the Managers)** – The Management Fees to the REIT Manager comprise the Base Fee and the Performance Fee which make up a substantial portion of the REIT Manager’s total remuneration for the provision of on-going management services. These services cover functions such as investment management, asset management, capital management, accounting, legal, compliance and investor relations, rendered by a professional licensed REIT manager on a full time and dedicated basis. The Management Fees to the Trustee-Manager comprises the Base Fee and the Performance Fee and is payable in the event that EH-BT becomes active and is based on the value of Annual Distributable Income, is recurring and enables the Trustee-Manager to cover operational and administrative overhead incurred in the management of the portfolio.
 - o **Base Fee** – The Base Fee, which is based on the value of Annual Distributable Income, is recurring and enables the Managers to cover operational and administrative overhead incurred in the management of the portfolio. By pegging the Base Fee to Annual Distributable Income, the Managers are incentivised to continually grow Annual Distributable Income which aligns their interests with the Stapled Securityholders.
 - o **Performance Fee** – The Performance Fee, which is based on and linked to DPS growth, aligns the interests of the Managers with Stapled Securityholders as the Managers are motivated and incentivised to grow DPS holistically on a long-term and sustainable basis through proactive asset management strategies, asset enhancement initiatives and prudent capital management. If there is no growth in DPS from the immediately preceding financial year, no Performance Fee is payable to the Managers. As such, in order to achieve sustainability in the level of DPS growth and continuing payment of the Performance Fee from year to year, the Managers will not take on excessive short-term risks, and will strive to manage EH-REIT and EH-BT in a balanced manner.
- **Acquisition Fee and Divestment Fee (payable to the Managers)** – The acquisition fee and divestment fee payable to the Managers seek to motivate and compensate the Managers for the time, effort and cost spent by the management team of the Managers (in the case of the acquisition fee) in sourcing, evaluating and executing new investments to grow EH-REIT and EH-BT (as applicable) or, (in the case of the divestment fee) in rebalancing and unlocking the underlying value of existing properties where they have reached a stage which offers limited scope for further growth. The Managers provide these services over and above the provision of on-going management services with the aim of enhancing long-term returns and achieving the investment objectives of EH-REIT and EH-BT (as applicable).

The divestment fee is lower than the acquisition fee because there is generally less work required to be undertaken in terms of sourcing, evaluating and conducting due diligence for a disposal. As the divestment fee for all disposals is the same, the Managers will also be incentivised to sell a Property at the best price.

- **Development Management Fee (payable to the Managers)** – The development management fee allows the Managers to recover the cost of providing resources to manage the development projects, which is outside the scope of the usual operations of the Managers. This serves to incentivise the Managers to undertake development projects that will enhance returns for Stapled Securityholders, thereby aligning the Managers' interests with the interests of Stapled Securityholders.

THE OFFERING

EHT	Eagle Hospitality Trust, a hospitality stapled group comprising EH-REIT and EH-BT.
EH-REIT	Eagle Hospitality Real Estate Investment Trust, a real estate investment trust constituted by the EH-REIT Trust Deed.
EH-BT	Eagle Hospitality Business Trust, a business trust constituted by the EH-BT Trust Deed.
The REIT Manager	Eagle Hospitality REIT Management Pte. Ltd.
The REIT Trustee	DBS Trustee Limited, in its capacity as trustee of EH-REIT.
The Trustee-Manager	Eagle Hospitality Business Trust Management Pte. Ltd.
The Sponsor	Urban Commons, LLC
The Offering	580,558,000 Stapled Securities offered under the Placement Tranche and the Public Offer, subject to the Over-Allotment Option.
The Placement Tranche	<p>535,687,000 Stapled Securities offered by way of an international placement to investors, including institutional and other investors in Singapore other than the Cornerstone Investors, pursuant to the Offering.</p> <p>The Stapled Securities have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States (as defined in Regulation S). The Stapled Securities are being offered and sold outside the United States in reliance on Regulation S.</p>
The Public Offer	44,871,000 Stapled Securities offered by way of a public offer in Singapore.
Stapled Securities	Stapled Securities in EHT, each Stapled Security consisting of one unit in EH-REIT and one unit in EH-BT. The units are stapled together such that the units cannot be issued, transferred, traded, or otherwise dealt with separately.
Clawback and Re-allocation	The Stapled Securities may be re-allocated between the Placement Tranche and the Public Offer at the discretion of the Joint Bookrunners (in consultation with the Managers), in the event of an excess of applications in one and a deficit in the other.
Subscription by the Cornerstone Investors	Concurrently with, but separate from the Offering, each of DBS Bank Ltd., DBS Bank Ltd. (on behalf of certain wealth management clients), Gold Pot Developments Limited and Ji Qi (the " Cornerstone Investors ") has entered into a subscription agreement to subscribe for an aggregate of 144,870,000 Stapled Securities at the Offering Price conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

(See “Ownership of the Stapled Securities – Subscription by the Cornerstone Investors – Information on the Cornerstone Investors” for further details.)

Offering Price

US\$0.78 per Stapled Security

Subscription for Stapled Securities in the Public Offer

Investors applying for the Stapled Securities by way of Application Forms or Electronic Applications (both as referred to in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Stapled Securities in Singapore”) will pay the Offering Price (such amount being S\$1.071 based on the exchange rate of US\$1.00 to approximately S\$1.3731, as determined by the Managers in consultation with DBS Bank Ltd.) on application, subject to a refund of the full amount or, as the case may be, the balance of the application monies (in each case, without interest or any share of revenue or other benefit arising therefrom) where:

- an application is rejected or accepted in part only; or
- the Offering does not proceed for any reason.

For illustrative purposes, an investor who applies for 1,000 Stapled Securities by way of an Application Form or, as the case may be, an Electronic Application under the Public Offer will have to pay S\$1,071.00 (such amount being US\$780.00 based on the exchange rate of US\$1.00 to approximately S\$1.3731, as determined by the Managers in consultation with DBS Bank Ltd.), which is subject to a refund of the full amount or the balance thereof (without interest or any share of revenue or other benefit arising therefrom), upon the occurrence of any of the foregoing events.

The minimum initial subscription is for 1,000 Stapled Securities. An applicant may subscribe for a larger number of the Stapled Securities in integral multiples of 100.

Investors in Singapore must follow the application procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Stapled Securities in Singapore”. Subscriptions under the Public Offer must be paid for in Singapore dollars (based on the exchange rate of US\$1.00 to approximately S\$1.3731). No fee is payable by applicants for the Stapled Securities, save for an administration fee for each application made through automated teller machines (“ATMs”) and the internet banking websites of the Participating Banks and the mobile banking interface of DBS Bank Ltd..

The Stapled Security Lender

SPV1

Over-Allotment Option

In connection with the Offering, the Joint Bookrunners have been granted the Over-Allotment Option by the Stapled Security Lender, exercisable by the Stabilising Manager (or any of its affiliates or other persons acting on its behalf), in consultation with the other Joint Bookrunners, in full or in part, on one or more occasions, to acquire from the Stapled Security Lender up to an aggregate of 37,500,000 Stapled Securities at the Offering Price, representing not more than 6.5% of the total number of Stapled Securities in the Offering solely to cover the over-allotment of Stapled Securities (if any) made in connection with the Offering. The Over-Allotment Option is exercisable from the Listing Date but no later than the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on its behalf) has bought, on the SGX-ST, an aggregate of 37,500,000 Stapled Securities, representing not more than 6.5% of the total number of Stapled Securities in the Offering, to undertake stabilising actions to purchase up to an aggregate of 37,500,000 Stapled Securities (representing not more than 6.5% of the total number of Stapled Securities in the Offering), at the Offering Price. Unless indicated otherwise, all information in this document assumes that the Over-Allotment Option is not exercised. (See “Plan of Distribution – Over-Allotment and Stabilisation” for further details.)

The total number of Stapled Securities in issue immediately after the close of the Offering will be 867,888,000 Stapled Securities. The exercise of the Over-Allotment Option will not increase this total number of Stapled Securities in issue. The total number of Stapled Securities subject to the Over-Allotment Option will not exceed 6.5% (based on the Offering Price) of the total number of Stapled Securities under the Offering.

Lock-ups

Each of the Founders, Salvatore G. Takoushian, SPV1, SPV2, SPV3, SPV4 and SPV5 has agreed to (i) a lock-up arrangement during the First Lock-up Period (as defined herein) in respect of their respective effective interest in the Lock-up Stapled Securities (as defined herein) and (ii) a lock-up arrangement during the Second Lock-up Period (as defined herein) in respect of their respective effective interest in 50.0% of the relevant Lock-up Stapled Securities, subject to certain exceptions.

The Cornerstone Investors are not subject to any lock-up restrictions in respect of their holdings of Stapled Securities.

The Managers have also undertaken not to offer, issue or contract to issue any Stapled Securities, and the making of any announcements in connection with any of the foregoing transactions, during the First Lock-up Period, subject to certain exceptions.

(See “Plan of Distribution – Lock-up Arrangements” for further details.)

Capitalisation

US\$1,184.5 million (See “Capitalisation and Indebtedness” for further details).

Use of Proceeds

See “Use of Proceeds” and “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties” for further details.

Listing and Trading

Prior to the Offering, there has been no market for the Stapled Securities. Application has been made to the SGX-ST for permission to list on the Main Board of the SGX-ST:

- all the Stapled Securities comprised in the Offering;
- all the Sponsor Stapled Securities;
- all the Cornerstone Stapled Securities; and
- all the Stapled Securities which may be issued to the Managers from time to time in full or part payment of fees payable to the Managers. (See “Management and Corporate Governance – EH-REIT – Fees Payable to the REIT Manager” and “Management and Corporate Governance – EH-BT – Fees Payable to the Trustee-Manager” for further details.)

Such permission will be granted when EHT is admitted to the Official List of the SGX-ST.

The Stapled Securities will, upon their issue, listing and quotation on the SGX-ST, be traded in US dollars under the book-entry (scripless) settlement system of the Central Depository (Pte) Limited (“**CDP**”). The Stapled Securities will be traded in board lot sizes of 100 Stapled Securities.

Stabilisation

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on its behalf) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Stapled Securities at levels which might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on its behalf) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations (including the SFA and any regulations thereunder).

Such transactions may commence on or after the date of commencement of trading in the Stapled Securities on the SGX-ST and, if commenced, may be discontinued at any time and shall not be effected later than the earlier of (i) the date falling 30 days from the Listing Date or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on its behalf) has bought on the SGX-ST an aggregate of 37,500,000 Stapled Securities representing not more than 6.5% of the total number of Stapled Securities in the Offering, to undertake stabilising actions to purchase up to an aggregate of 37,500,000 Stapled Securities (representing not more than 6.5% of the total number of Stapled Securities in the Offering), at the Offering Price. (See “Plan of Distribution – Over-Allotment and Stabilisation” for further details.)

No Redemption

Stapled Securityholders have no right to request the REIT Manager or the Trustee-Manager to redeem their Stapled Securities while the Stapled Securities are listed on the SGX-ST. Stapled Securityholders may only deal in their listed Stapled Securities through trading on the SGX-ST. Listing of the Stapled Securities on the SGX-ST does not guarantee a liquid market for the Stapled Securities.

**Distribution Policy and
Distribution Currency**

Distributions from EHT comprise distributions from EH-REIT and EH-BT.

Distributions from EHT to Stapled Securityholders will be computed based on 100.0% of EHT’s Annual Distributable Income for the period from the Listing Date to the end of Projection Year 2020. Thereafter, EHT will distribute at least 90.0% of its Annual Distributable Income on a semi-annual basis. EHT’s first distribution, which will be in respect of the period from the Listing Date to 31 December 2019, will be paid by the Managers on or before 30 March 2020.

Distributions will be declared in US dollars. Each Stapled Securityholder will receive his distribution in Singapore dollars equivalent of the US dollar distribution declared, unless he elects to receive the relevant distribution in US dollars by submitting a "Distribution Election Notice" by the relevant cut-off date. For the portion of the distributions to be paid in Singapore dollars, the Managers will make the necessary arrangements to convert the distributions in US dollars into Singapore dollars, at such exchange rate as the Managers may determine, taking into consideration any premium or discount that may be relevant to the cost of exchange. CDP, the Managers, the REIT Trustee or EHT shall not be liable for any loss arising from the conversion of distributions payable to Stapled Securityholders from US dollars into Singapore dollars. Save for approved depository agents (acting as nominees of their customers), each Stapled Securityholder may elect to receive his entire distribution in Singapore dollars or US dollars and shall not be able to elect to receive distributions in a combination of Singapore dollars and US dollars.

EH-BT will be dormant as at the Listing Date and no distributions will be made during the period that EH-BT remains dormant. It is assumed that EH-BT will have no revenue for the Forecast Period 2019 and Projection Year 2020. In the event that EH-BT becomes active and profitable, EH-BT's distribution policy will be to distribute as much of its income as practicable, and the declaration and payment of distributions by EH-BT will be at the sole discretion of the Trustee-Manager. There is no assurance that EH-BT would make any distributions to Stapled Securityholders.

Singapore Tax Considerations

For Singapore income tax purposes, the components making up a Stapled Security are recognised separately, *i.e.* as one EH-REIT Unit and one EH-BT Unit. Accordingly, distributions from EHT are recognised separately as distributions from EH-REIT and distributions from EH-BT for the purpose of determining the applicable Singapore tax treatment.

Distributions by EH-REIT

EH-REIT has obtained the Tax Ruling (as defined herein) in relation to certain Singapore income tax treatment of the distributions received by SG Corp, SG Lending Sub, EH-REIT and Stapled Securityholders. The Tax Ruling is subject to certain terms and conditions.

Stapled Securityholders will not be subject to Singapore income tax on distributions made by EH-REIT out of its tax-exempt income, taxable income that has been taxed on the REIT Trustee, and its capital receipts. Capital distributions are treated as returns of capital for Singapore income tax purposes.

Distributions by EH-BT

Any distribution made by EH-BT to Stapled Securityholders will be exempt from Singapore income tax in the hands of Stapled Securityholders, regardless of whether they are individuals or non-individuals. (See “Taxation” and Appendix F, “Independent Taxation Report” for further information on the Singapore income tax consequences of the purchase, ownership and disposition of the Stapled Securities.)

Unstapling

EHT can be terminated when stapling becomes unlawful or prohibited by the listing manual of the SGX-ST (the “**Listing Manual**”), or when either EH-REIT or EH-BT is terminated or wound up respectively. Termination can also occur if Extraordinary Resolutions (as defined herein) from the holders of EH-REIT Units and the holders of EH-BT Units are obtained and with prior approval from the SGX-ST for such unstapling.

Termination

EH-REIT may, under certain circumstances specified in the EH-REIT Trust Deed, be terminated by either the REIT Manager or the REIT Trustee. (See “The Formation and Structure of EHT, EH-REIT and EH-BT – EH-REIT – Termination of EH-REIT” for further details.)

EH-BT may, under certain circumstances specified in the EH-BT Trust Deed, be wound up by the Trustee-Manager. (See “The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EH-BT – Winding-up” for further details.)

Governing Law

The Stapling Deed, the EH-REIT Trust Deed and the EH-BT Trust Deed, pursuant to which EHT, EH-REIT and EH-BT are respectively constituted, are governed by Singapore law.

Underwriting, Selling and Management Commission Payable by EHT to the Joint Bookrunners

The REIT Manager, on behalf of EH-REIT, and the Trustee-Manager, on behalf of EH-BT, have agreed to pay the Joint Bookrunners a maximum of 3.0% of the total proceeds of the Offering and the issuance of the Cornerstone Stapled Securities.

(See “Plan of Distribution – Issue Expenses” for further details.)

Risk Factors

Prospective investors should carefully consider certain risks connected with an investment in the Stapled Securities, as discussed under “Risk Factors”.

INDICATIVE TIMETABLE

An indicative timetable for the Offering and trading in the Stapled Securities is set out below for the reference of applicants for the Stapled Securities:

Date and time	Event
16 May 2019, 9.00 p.m.	: Opening date and time for the Public Offer.
22 May 2019, 12.00 noon	: Closing date and time for the Public Offer.
23 May 2019	: Balloting of applications under the Public Offer, if necessary. Commence returning or refunding of application monies to unsuccessful or partially successful applicants and commence returning or refunding of application monies to successful applicants for the amount paid in excess of the Offering Price, if necessary.
24 May 2019, at or before 2.00 p.m.	: Completion of the acquisition of the Initial Portfolio.
24 May 2019, 2.00 p.m.	: Commence trading on a “ready” basis.
28 May 2019	: Settlement Date for all trades done on a “ready” basis on 24 May 2019.

The above timetable is only indicative and is subject to change. It assumes:

- that the closing of the application list for the Public Offer (the “**Application List**”) is 22 May 2019;
- that the Listing Date is 24 May 2019,
- compliance with the SGX-ST’s Stapled Securities holding spread requirement; and
- that the Stapled Securities will be issued and fully paid up prior to 2.00 p.m. on 24 May 2019.

All dates and times referred to above are Singapore dates and times.

Trading in the Stapled Securities on a “ready” basis is expected to commence at 2.00 p.m. on 24 May 2019 (subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Stapled Securities on a “ready” basis have been fulfilled), as the completion of the acquisition of the Properties is expected to take place at or before 2.00 p.m. on 24 May 2019. (See “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties” for further details.)

If EH-REIT is terminated, or EH-BT is wound up, or the Stapled Securities are unstapled under the circumstances specified in the EH-REIT Trust Deed, EH-BT Trust Deed and the Stapling Deed respectively prior to, or if the acquisition of the Properties is not completed by, 2.00 p.m. on 24 May 2019 (being the time and date of commencement of trading in the Stapled Securities), the Offering will not proceed and the application monies will be refunded (without interest or any share of revenue or other benefit arising therefrom and at each applicant’s own risk and without any right or claim against EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners). (See “The Formation and Structure of EHT, EH-REIT and

EH-BT – The Formation and Structure of EH-REIT – Termination of EH-REIT” and “The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EH-BT – Winding-up of EH-BT” for further details.)

In the event of an early or extended closure of the Application List or the shortening or extension of the time period during which the Offering is open, the Managers will publicly announce the same:

- via SGXNET, with the announcement to be posted on the internet at the SGX-ST website: <http://www.sgxnet.sgx.com>; and
- in one or more major Singapore newspapers, such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*.

Investors should consult the SGX-ST announcement on the “ready” trading date on the internet (at the SGX-ST website <http://www.sgx.com>), or the newspapers, or check with their brokers on the date on which trading on a “ready” basis will commence.

The Managers will provide details and results of the Public Offer through SGXNET and in one or more major Singapore newspapers, such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*.

The Managers reserve the right to reject or accept, in whole or in part, or to scale down or ballot any application for the Stapled Securities, without assigning any reason for it, and no enquiry and/or correspondence on the decision of the Managers will be entertained. In deciding the basis of allotment, due consideration will be given to the desirability of allotting the Stapled Securities to a reasonable number of applicants with a view to establishing an adequate market for the Stapled Securities.

Where an application is rejected or accepted in part only or if the Offering does not proceed for any reason, the full amount or, as the case may be, the balance of the application monies will be refunded (without interest or any share of revenue or other benefit arising therefrom) to the applicant, at his own risk, and without any right or claim against EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners.

Where an application is not successful, the refund of the full amount of the application monies (without interest or any share of revenue or other benefit arising therefrom) to the applicant, is expected to be completed, at his own risk within 24 hours after balloting (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Stapled Securities in Singapore”).

Where an application is accepted in full or in part only, any balance of the application monies will be refunded (without interest or any share of revenue or other benefit arising therefrom) to the applicant, at his own risk, within 14 Market Days¹ after the close of the Offering (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Stapled Securities in Singapore”).

1 “Market Day” means any day on which the SGX-ST is open for trading in securities.

Where the Offering does not proceed for any reason, the full amount of application monies (without interest or any share of revenue or other benefit arising therefrom) will, within three Market Days after the Offering is discontinued, be returned to the applicants at their own risk (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, "Terms, Conditions and Procedures for Application for and Acceptance of the Stapled Securities in Singapore").

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The following tables are only an extract from, and should be read together with, “Unaudited Pro Forma Consolidated Financial Information” in Appendix C and the report set out in Appendix B, “Reporting Auditors’ Report on the Unaudited Pro Forma Consolidated Financial Information”.

The unaudited pro forma consolidated financial information for EH-REIT, based on the Offering Price is as follows:

UNAUDITED PRO FORMA CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME⁽¹⁾ OF THE PRO FORMA GROUP

USHI Portfolio Only (comprising 12 Properties)⁽²⁾

	FY2016 US\$'000	FY2017 US\$'000	FY2018 US\$'000
Revenue	51,201	54,899	59,505
Property expenses	(7,003)	(9,871)	(12,149)
Net property income	44,198	45,028	47,356
Other income	–	–	2,423
REIT Manager’s management fees	(2,650)	(2,756)	(4,165)
REIT Trustee’s fee	(199)	(202)	(204)
Other trust expenses	(1,670)	(1,703)	(1,971)
Finance income	265	282	282
Finance costs	(15,680)	(15,711)	(15,723)
Net finance costs	(15,415)	(15,429)	(15,441)
	24,264	24,938	27,998
Fair value change in investment properties	113,193	–	–
Profit before tax	137,457	24,938	27,998
Tax expense	(23,874)	(98)	(103)
Profit after tax	113,583	24,840	27,895
Distribution adjustments ⁽³⁾	(87,077)	2,090	3,726
Amount available for distribution	26,506	26,930	31,621

Notes:

- (1) Based on the Offering Price per Stapled Security and assuming the Over-Allotment Option is exercised in full.
- (2) The Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites – Waterpark and (xii) Crowne Plaza Danbury.
- (3) Distribution adjustments include expenses relating to the amortisation of deferred income, straight-lining of rental income, REIT Manager’s management fees paid/payable in Stapled Securities, REIT Trustee’s fees, amortisation of upfront debt-related transaction costs, finance expense arising from remeasuring non-current rental deposits at amortised cost, fair value changes on investment properties and deferred tax expense.

UNAUDITED PRO FORMA CONSOLIDATED STATEMENTS OF CASH FLOWS⁽¹⁾ OF THE PRO FORMA GROUP**USHI Portfolio Only (comprising 12 Properties)⁽²⁾**

	Year ended 31 December 2018 US\$'000
Cash flows from operating activities	
Net income before tax	141,693
Adjustments for:	
Rental income arising from amortisation of deferred income and rental straight-lining adjustments	(2,698)
Finance income	(282)
Finance costs	15,699
REIT Manager's management fees	3,120
Fair value gain on revaluation of investment properties	(112,682)
Operating income before working capital changes	44,850
Changes in working capital:	
Trade and other receivables	(4,418)
Trade and other payables	2,491
Income tax paid	(103)
Net cash generated from operating activities	42,820
Cash flows from investing activities	
Acquisition of subsidiaries	(256,562)
Net cash used in investing activities	(256,562)
Cash flows from financing activities	
Proceeds from issue of Stapled Securities	412,897
Payment of transaction costs related to the issuance of Stapled Securities	(34,177)
Proceeds from borrowings	310,000
Payment of transaction costs related to borrowings	(5,077)
Repayment of borrowings	(420,006)
Finance costs paid	(13,744)
Distribution to holders of Stapled Securities	(15,599)
Movement in restricted cash	(2,474)
Net cash from financing activities	231,820
Net increase in cash and cash equivalents	18,078
Cash and cash equivalents at beginning of the year/period	–
Cash and cash equivalents at end of the year/period⁽³⁾	18,078

Notes:

- (1) Based on the Offering Price per Stapled Security and assuming the Over-Allotment Option is exercised in full.
- (2) The Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites – Waterpark and (xii) Crowne Plaza Danbury.
- (3) Cash and cash equivalents exclude pledged cash amounting to US\$17,595,000 and restricted cash amounting to US\$2,474,000.

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION⁽¹⁾ OF THE PRO FORMA GROUP**Initial Portfolio of EH-REIT**

	As at the Listing Date US\$'000
Non-current assets	
Investment properties	1,274,575
Current assets	
Trade and other receivables	2,367
Cash and cash equivalents	60,794
	63,161
Total assets	1,337,736
Unitholders' funds	
Units in issue	676,953
Unit issue costs	(41,363)
Retained earnings	129,557
Total unitholders' funds	765,147
Non-current liabilities	
Trade and other payables	27,434
Loans and borrowings	500,434
Lease liabilities	6,357
Deferred tax liabilities	34,439
	568,664
Current liabilities	
Trade and other payables	3,907
Lease liabilities	18
	3,925
Total liabilities	572,589
Total unitholders' funds and liabilities	1,337,736
Units in issue ('000)	867,888
Net asset value per Stapled Security (US\$)	0.88

Note:

(1) Based on the Offering Price per Stapled Security and assuming the Over-Allotment Option is exercised in full.

PROFIT FORECAST AND PROFIT PROJECTION

EH-BT will not make distributions for the period in which it is dormant. Therefore distributions by EHT, when EH-BT is dormant, will comprise distributions by EH-REIT solely.

Statements contained in the “Profit Forecast and Profit Projection” section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set out in this section of this Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by any of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Joint Global Coordinators, the Joint Bookrunners or any other person, or that these results will be achieved or are likely to be achieved (see “Forward-looking Statements” and “Risk Factors”). Prospective investors in the Stapled Securities are cautioned not to place any undue reliance on these forward-looking statements that are valid only as at the date of this Prospectus.

None of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Joint Global Coordinators or the Joint Bookrunners guarantees the performance of EHT, EH-REIT and EH-BT, the repayment of capital or the payment of any distributions, or any particular return on the Stapled Securities.

The following tables show the forecast and projected statements of comprehensive income for Forecast Period 2019 (from 1 May 2019 to 31 December 2019) and Projection Year 2020 (from 1 January 2020 to 31 December 2020) of EH-REIT. The forecast and projected yields stated in the following tables are calculated based on:

- ***the Offering Price;***
- ***the assumption that the Listing Date is 1 May 2019; and***
- ***the forecast and projected statements of comprehensive income for the Forecast Period 2019 and Projection Year 2020 of EH-REIT.***

Such yields will vary accordingly to the extent that the Listing Date is later than 1 May 2019, or for investors who purchase the Stapled Securities in the secondary market at a market price that differs from the Offering Price.

The financial year-end of EH-REIT is 31 December. The Profit Forecast and Profit Projection may be different to the extent that the actual date of issuance of the Stapled Securities is later than 1 May 2019. The Profit Forecast and Profit Projection are based on the assumptions set out in “Profit Forecast and Profit Projection” and have been examined by the Reporting Auditors and should be read together with the report set out in Appendix A, “Reporting Auditors’ Report on the Profit Forecast and Profit Projection”, as well as the assumptions and the sensitivity analysis set out in the “Profit Forecast and Profit Projection” section of the Prospectus.

While a profit forecast has been prepared for Forecast Period 2019, being the period commencing from 1 May 2019 and ending 31 December 2019, it should be noted that due to the seasonal nature of the hospitality business, the financial performance of the Properties may not be comparable and consistent quarter-to-quarter. Hence, comparisons between the annualised financial performance of the Properties for Forecast Period 2019 and Projection Year 2020 are unlikely to provide accurate reflections of the expected changes in EH-REIT’s financial performance from 2019 to 2020.

Forecast and Projected Statements of Comprehensive Income of EH-REIT

	Forecast Period 2019 (1 May 2019 to 31 December 2019) (US\$'000)	Projection Year 2020 (1 January 2020 to 31 December 2020) (US\$'000)
Revenue	63,113	95,430
Property expenses	(12,063)	(14,090)
Net property income	51,050	81,340
REIT Manager's management fees	(3,723)	(5,758)
REIT Trustee's fee	(182)	(274)
Other trust expenses	(1,890)	(1,928)
Finance income	418	627
Finance costs	(15,407)	(23,067)
Net finance costs	(14,989)	(22,440)
Fair value change on investment properties	163,996	–
Profit before tax	194,262	50,940
Tax expense	(34,718)	(360)
Profit after tax	159,544	50,580
Distribution adjustments ⁽¹⁾	(122,315)	6,997
Income available for distribution to holders of Stapled Securities	37,229	57,577
	Forecast Period 2019 (1 May 2019 to 31 December 2019) (US\$'000)	Projection Year 2020 (1 January 2020 to 31 December 2020) (US\$'000)
Total number of issued and issuable Stapled Securities at end of period/year ('000)	872,661	880,043
Distribution per Stapled Security (cents)	4.27	6.54
Offering Price (US\$)	0.78	0.78
Distribution yield (%)	8.2% ⁽²⁾	8.4%

Notes:

- (1) "Distribution adjustments" include amortisation of deferred income, straight-lining of rental income, REIT Manager's management fees paid/payable in Stapled Securities, REIT Trustee's fees, amortisation of upfront debt-related transaction costs, finance expense arising from remeasuring non-current rental deposits at amortised cost, adjustments arising from the Master Lease Agreement in respect of the Queen Mary Long Beach, fair value changes on investment properties, deferred tax expense, timing differences relating to property tax and distributions from the drawdown of Interest Reserve Account.
- (2) Annualised by extrapolating the Forecast Period 2019 figures for a full financial year.

Revenue and Net Property Income Contribution of Individual Property

Revenue comprises rental income derived from the Initial Portfolio as set out below.

	Forecast Period 2019 (US\$'000)	Projection Year 2020 (US\$'000)
Rental income ⁽¹⁾	60,211	91,171
Recovery of expenses	2,902	4,259
Revenue	63,113	95,430

Note:

(1) Includes amortisation of deferred income and straight-lining of rental income.

The forecast and projected contribution of the Properties to Revenue (excluding the amortisation of deferred income and effect of straight-lining of rental income) is as follows:

	Forecast Period 2019		Projection Year 2020	
	(US\$'000)	%	(US\$'000)	%
Sheraton Pasadena	4,534	7.8%	6,904	7.8%
Holiday Inn Hotel & Suites Anaheim	3,272	5.6%	5,040	5.7%
Embassy Suites by Hilton Anaheim North	2,157	3.7%	3,310	3.7%
Holiday Inn Hotel & Suites San Mateo	3,582	6.1%	5,524	6.2%
Four Points by Sheraton San Jose Airport	3,013	5.2%	4,631	5.2%
The Westin Sacramento	1,656	2.8%	2,485	2.8%
Embassy Suites by Hilton Palm Desert	933	1.6%	2,017	2.3%
The Queen Mary Long Beach	8,475	14.5%	12,449	14.1%
Renaissance Denver Stapleton	4,314	7.4%	6,090	6.9%
Holiday Inn Denver East – Stapleton	2,572	4.4%	3,531	4.0%
Sheraton Denver Tech Center	1,805	3.1%	2,551	2.9%
Holiday Inn Resort Orlando Suites – Waterpark	8,384	14.4%	12,521	14.2%
Crowne Plaza Dallas Near Galleria-Addison	2,291	3.9%	3,935	4.4%
Hilton Houston Galleria Area	2,108	3.6%	3,414	3.9%
Renaissance Woodbridge	3,367	5.8%	5,128	5.8%
Crowne Plaza Danbury	633	1.1%	989	1.1%
Doubletree by Hilton Salt Lake City Airport	2,786	4.8%	4,220	4.8%
Hilton Atlanta Northeast	2,433	4.2%	3,727	4.2%
Total	58,315	100.0%	88,466	100.0%

The forecast and projected contribution of the Properties to Net Property Income (excluding the amortisation of deferred income, the effect of straight-lining of rental income and timing differences relating to property tax) is as follows:

	Forecast Period 2019		Projection Year 2020	
	(US\$'000)	%	(US\$'000)	%
Sheraton Pasadena	4,017	7.8%	6,105	7.8%
Holiday Inn Hotel & Suites Anaheim	2,898	5.6%	4,462	5.7%
Embassy Suites by Hilton Anaheim North	1,838	3.6%	2,817	3.6%
Holiday Inn Hotel & Suites San Mateo	3,088	6.0%	4,761	6.1%
Four Points by Sheraton San Jose Airport	2,708	5.2%	4,160	5.3%
The Westin Sacramento	1,489	2.9%	2,227	2.8%
Embassy Suites by Hilton Palm Desert	743	1.4%	1,723	2.2%
The Queen Mary Long Beach	8,475	16.4%	12,449	15.9%
Renaissance Denver Stapleton	3,768	7.3%	5,246	6.7%
Holiday Inn Denver East – Stapleton	2,299	4.4%	3,110	4.0%
Sheraton Denver Tech Center	1,420	2.7%	1,961	2.5%
Holiday Inn Resort Orlando Suites – Waterpark	7,228	14.0%	10,734	13.7%
Crowne Plaza Dallas Near Galleria-Addison	1,815	3.5%	3,226	4.1%
Hilton Houston Galleria Area	1,770	3.4%	2,889	3.7%
Renaissance Woodbridge	2,966	5.7%	4,514	5.8%
Crowne Plaza Danbury	419	0.8%	660	0.8%
Doubletree by Hilton Salt Lake City Airport	2,530	4.9%	3,826	4.9%
Hilton Atlanta Northeast	2,266	4.4%	3,465	4.4%
Total	51,736	100.0%	78,335	100.0%

Disclaimer: The HWHI Parties, IHG and Marriott have not reviewed or endorsed any financial information or projections that are made in this Prospectus.

RISK FACTORS

Prospective investors should consider carefully, together with all other information contained in this Prospectus, the factors described below before deciding to invest in the Stapled Securities. The risks described below are by no means exhaustive or comprehensive, and there may be other risks in addition to those shown below which are not known to the REIT Manager and/or the Trustee-Manager or which may not be material now but could turn out to be material in the future. Additional risks, whether known or unknown, may in the future have a material adverse effect on EHT or impair the business operations of EHT. The market price of the Stapled Securities could decline due to any of these risks and Stapled Securityholders may lose all or part of their investment. In addition, this Prospectus does not constitute advice to you relating to investing in the Stapled Securities and investors should make their own judgment or consult their own investment advisers before making any investment in the Stapled Securities.

This Prospectus also contains forward-looking statements (including profit forecasts and profit projections) that involve risks, uncertainties and assumptions. The actual results of EHT, EH-REIT and/or EH-BT could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by EHT as described below and elsewhere in this Prospectus.

EHT comprises EH-REIT and EH-BT, and risk factors for EHT include considerations relevant to the Stapled Securities, collective investment schemes and business trusts.

As an investment in the Stapled Securities is meant to produce returns over the long-term, investors should not expect to obtain short-term gains.

Investors should be aware that the price of the Stapled Securities, and the income from them, might fall or rise. Investors should note that they might not get back their original investment.

Before deciding to invest in the Stapled Securities, prospective investors should seek professional advice from their own investment or other advisers about their particular circumstances.

RISKS RELATING TO THE HOSPITALITY INDUSTRY

The financial performance of EHT is dependent on the condition and outlook of the hospitality industry and hospitality-related businesses, which are in turn susceptible to cyclicity and other factors outside the control of EHT and the Managers.

Both the hospitality industry and hospitality-related businesses are cyclical and sensitive to external and economic changes. There are a number of factors which are common to the US and global hospitality industry and hospitality-related businesses and beyond the control of EHT and the Managers.

These factors could affect the financial performance of EHT, including the following but not limited to:

- the condition of, and changes in, the domestic, regional and global economies, including, but not limited to, factors such as the political landscape, environmental conditions and epidemics that result from the spread of infectious diseases that may result in reduced occupancy rates, room rates, visitors and demand for the hospitality or hospitality-related assets of EHT;
- increase in new supply of hotels in the markets in which EHT operates, which could adversely impact the occupancy levels and revenue of the Properties or future hospitality or hospitality-related assets of EHT;

- increased competition in hospitality and hospitality-related businesses in the markets in which EHT's assets are located or the loss of regular customers to newer or alternative hotels for convenience, better services or lower room rates;
- changes in EHT's relationships with, and the performance and reputation of the master lessees, hotel managers, hotel franchisors, service providers and other companies with whom EHT may contract;
- changes in government laws and regulations, fiscal policies and zoning ordinances, government executive orders restricting travel, labour laws and the related costs of compliance with laws and regulations, fiscal policies, ordinances and executive orders affecting EHT;
- slowdown in tourism, business and conferences in the markets in which the investments of EHT are located;
- seasonality patterns in tourism arrival numbers throughout the year;
- frequency of events or conferences in the surrounding vicinity of each Property or future hospitality or hospitality-related assets of EHT;
- the nature and length of a typical hotel guest's stay as hotel guests typically stay on a short-term basis and there is no assurance of long-term occupancy for hotel rooms;
- unexpected increases in transportation or fuel costs, strikes among workers in the transportation industry and adverse weather conditions that could affect travel demand;
- labour strikes by employees at the Properties which may disrupt business operations;
- increases in operating costs due to inflation, labour costs (including the impact of unionisation), workers' compensation and healthcare-related costs, maintenance costs, utility costs, insurance and unanticipated costs such as those resulting from acts of nature;
- changes in interest rates and in the availability, cost and terms of debt financing and other changes that may adversely affect EHT's ability to source capital to fund capital expenditures, acquisitions and other general corporate purposes or to comply with debt financing covenants;
- the financial condition and liquidity of EHT;
- relations between EHT and its lenders;
- difficulties in identifying hospitality and hospitality-related assets to acquire and difficulties in completing and integrating acquisitions;
- the time that it may take to construct, develop or complete the refurbishments of properties and receive registrable title to such properties;
- any restrictions in the ability to renovate the Properties and future assets of EHT in order to preserve or expand demand for the Properties and such assets;
- unfavourable publicity in relation to the Properties; and
- other matters not yet known to the Managers or not currently considered material by the Managers.

These factors could lead to deterioration in the amount of the rental payments from the Master Lessees and the ability of the Hotel Managers to generate income. This may have adverse effects on the business, financial condition, results of operations and prospects of EHT and reduce its ability to make distributions to the Stapled Securityholders.

Property operation costs and expenses of the Properties may not decrease even if occupancy rate declines.

Operating a hotel involves a significant amount of fixed costs which may not vary significantly with high or low occupancy rates over a week, month or season. Significant fixed costs may limit the ability of the operators of the Properties to respond to adverse market conditions by minimising costs. Such limitations may have an impact on profitability when the hospitality industry is weak. This may adversely affect the ability of the Master Lessees to make rental payments to EH-REIT and consequently, the ability of EHT to make distributions to the Stapled Securityholders.

Acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases (such as the human avian flu and severe acute respiratory syndrome (“SARS”)) and other events beyond the control of EHT may adversely affect the business, financial condition, results of operations and prospects of EHT.

The hospitality industry and hospitality-related businesses and EHT may be adversely affected by acts of God, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases (such as the human avian flu and SARS) and other events beyond the control of EHT. The Managers cannot predict the occurrence of these events and the extent to which they will, directly or indirectly, impact distributions to the Stapled Securityholders, the hospitality and hospitality-related industries or the business, financial condition, results of operations and prospects of EHT in the future.

The outbreak of an infectious disease such as Influenza A (H1N1-2009) or Swine Flu in the US and elsewhere, together with any resulting restrictions on travel and/or imposition of quarantines, could have a negative impact on the economy and business activities in the US and elsewhere and could thereby adversely impact the revenues and results of EHT. There can be no assurance that any precautionary measures taken against infectious diseases would be effective. Upon the outbreak of an infectious disease, the World Health Organisation and certain governments may issue travel advisories against nonessential travel to affected regions, or even impose travel restrictions. Travel advisories or restrictions on the United States are likely to have a material adverse effect on the number of international visitor arrivals to the states which EHT has assets and therefore the corresponding demand for hotel rooms under EHT’s portfolio of assets. Accordingly, the spread of any contagious or virulent disease, and any consequential travel advisories or restrictions may adversely affect the business, financial condition, results of operations and prospects of EHT. An increased threat of terrorism, terrorist events, airline strikes, hostilities between countries or natural disasters may affect travel patterns and reduce the number of business and commercial travellers and tourists in the states which the hospitality and hospitality-related assets of EHT are located and/or may be located in the future.

EHT may have investments in markets that have been or may be in the future the targets of actual or threatened terrorist attacks. The possibility or occurrence of future attacks, terrorism alerts or outbreaks of hostilities may raise safety concerns and give rise to an increased negative effect on business and leisure travel patterns. This could result in an overall decrease in the demand for hotel rooms in these markets generally or in the Properties. Future terrorist attacks in these markets could directly or indirectly damage the Properties, both physically and financially, or cause losses that materially exceed insurance coverage. As a result of the foregoing, EHT’s ability to generate revenues and the value of its Properties could decline materially.

Hospitality and hospitality-related businesses are capital intensive and the growth of EHT may be affected if it is unable to obtain financing on favourable terms or at all.

The Properties will require periodic capital expenditures, refurbishments, renovation and improvements to remain competitive. The acquisition or development of additional hospitality and hospitality-related assets will also require significant capital expenditures. There is no assurance that EHT will be able to fund capital improvements, acquisitions or development solely from cash generated by its operating activities. Additional equity or debt financing is subject to prevailing conditions in the equity and debt markets, and may not be available on favourable terms or be available at all. Further, the reserves for capital improvements and FF&E set aside by EHT may not be sufficient.

(See also the risk factor “EHT faces risks associated with debt financing” and “Business and Properties – Other General Information about the Initial Portfolio – Further Asset Enhancements Post-Listing” for further details.)

The hospitality industry is highly competitive and the performance of EHT may be affected by increasing supply of hospitality assets in its key markets.

The hospitality industry is highly competitive and on-going completion of new hotels or renovations of competing hotel properties can reduce the competitiveness of older or existing properties. The Properties and future assets of EHT will experience competition primarily from similar grade hotels in their immediate vicinity, and also with other hotels in their geographical market. The level of competition is affected by various factors, including (i) changes in local, regional and global economic conditions, (ii) changes in local, regional and global populations, (iii) the supply and demand for hospitality properties and (iv) changes in patterns and preferences. The success of a hotel will largely depend on its ability to compete in areas such as quality of accommodation, room rates, level of service, brand recognition, convenience of location and the quality of lobby areas, F&B facilities and other amenities. Competing hotels may offer more facilities at their premises at similar or more competitive prices compared to the facilities offered at the Properties. Competitors may also significantly lower their rates or offer greater convenience, services or amenities to attract more customers. If these efforts are successful, the results of operations at the Properties may be adversely affected. (See “Business and Properties – Outlook for the Hospitality Sector” for details of the competition.)

A general inability of the Properties to compete effectively could adversely affect the business, financial condition, results of operations and prospects of EHT.

The hospitality industry is service-oriented and EHT may be adversely affected if the Master Lessee is unable to compete effectively for skilled hospitality employees.

The hospitality industry is a service-oriented industry and is very labour-intensive. Competitors may compete aggressively for skilled hospitality employees, which would increase the operating cost of the Properties. In addition, the hospitality staff of the Master Lessees or the Hotel Managers may be poached by existing or new competitors in the market, which may have an adverse effect on the operations of the affected Property. A shortage of manpower may translate to lower service quality, which may in turn affect guests’ lodging experience and drive existing customers away from the properties of EHT and could adversely affect the business, financial condition, results of operations and prospects of EHT.

The operations of the Properties require certain Hotel Licences and Liquor Licences and any failure to obtain, renew or obtain the transfer of, such Hotel Licences and Liquor Licences may adversely affect the operations of EHT.

The operation of hotels is generally subject to various state and local laws and regulations. Such laws may require EH-REIT, EH-BT, their subsidiaries, the Master Lessees and/or the Hotel Managers (as the case may be) to be licensed and to obtain approvals, licences and/or permits to operate the Properties including but not limited to (i) operational permits (e.g. pool licences, fire safety, elevator permits, and restaurant permits) and (ii) licences relating to the operation and use of the Property or the operation of the Hotel in a particular state (the “**Hotel Licences**”). In addition, the states of the United States have licensing requirements in relation to the sale of alcohol on hotel premises. Such laws and regulations may require EH-REIT, EH-BT, their subsidiaries, the Master Lessees and/or the Hotel Managers (as the case may be) to be licensed and to obtain approvals to sell alcohol on the premises (the “**Liquor Licences**”). While the Managers do not foresee any material difficulties in the renewal of the material Hotel Licences and Liquor Licences, and there are no conditions which they would have difficulties satisfying with respect to the renewal, there is no assurance that such material Hotel Licences and Liquor Licences may be renewed in the future. The withdrawal, suspension or non-renewal of Hotel Licences and Liquor Licences, or the imposition of any penalties, as a result of any infringement or non-compliance with any laws, rules or regulations applicable to the Properties, may have an adverse impact on the businesses at the Properties and their results of operations. Further, any changes in such laws, rules and regulations may also impact the businesses at the Properties and may result in higher costs of compliance. Any failure to comply with new or revised laws, rules and regulations could result in the imposition of fines or other penalties by the relevant authorities or result in the loss of the right to conduct the particular activity. This could have an adverse impact on the revenue and profits of the Properties or otherwise adversely affect their operations.

RISKS RELATING TO THE PROPERTIES

Renovation work, repair and maintenance to the Properties may disrupt EH-REIT’s operations.

The Properties may need to undergo renovation works from time to time to retain their attractiveness to guests and may also require *ad hoc* or regular maintenance or repairs in respect of faults or problems that may develop or because of new planning laws, regulations or physical damage. See “Business and Properties – Other General Information about the Initial Portfolio – Further Asset Enhancements Post-Listing” for further details. In addition, the Queen Mary Long Beach is located aboard a historic British Ocean liner and is subject to damage associated with ships such as the ordinary wear and tear of the ship. The costs of maintaining the Properties and the risk of unforeseen maintenance or repair requirements tend to increase over time as the Properties age. The business and operations of the Properties may be disrupted as a result of renovation work, repair and maintenance, and it may not be possible to collect the full rate of, or, as the case may be, any rental income on the space affected by such renovation works, repair and maintenance. This may adversely affect the performance of the Master Lessees of the affected Properties and their ability to make timely rental payments to EH-REIT under the relevant Master Lease Agreements, and consequently, the ability of EHT to make distributions to the Staped Securityholders.

The due diligence on the Properties, leases, buildings and equipment and on the existing holding structure of the USHI Portfolio and the ASAP6 Portfolio may not have identified all material defects, breaches of laws and regulations inherent or historical tax liabilities and other deficiencies.

While the Managers believe that reasonable due diligence investigations with respect to the Properties have been conducted, there is no assurance that the due diligence investigations will uncover all defects or deficiencies relating to the Properties including defects which require repair or maintenance (such as design, construction or other latent property or equipment defects in the Properties which may require additional capital expenditure, special repair or maintenance expenses) or will uncover all non-compliance with the laws and regulations in relation to the Properties or their holding entities. The experts' reports that the Managers rely on as part of their due diligence investigations of the Properties are subject to uncertainties or limitations as to their scopes. Such undisclosed defects or deficiencies may require significant capital expenditures to rectify defects or deficiencies or may involve additional obligations to third parties which may have a material adverse effect on EH-REIT's results of operations, earnings and cash flows. Should any of the Properties or their holding entities not be in compliance with certain laws and regulations, EH-REIT may also incur financial or other obligations in relation to such breaches or non-compliance or lose the right to conduct the particular activity. To the extent the breach or non-compliance is a breach of a representation or warranty under the Securities Purchase Agreement, EH-REIT would have a claim against the Vendors pursuant to the indemnification provisions of the Securities Purchase Agreement, which is subject to limitations such as the quantum of a claim and the time period.

In addition, EH-REIT will be acquiring the USHI Portfolio and the ASAP6 Portfolio through their existing holding structures. Accordingly, EH-REIT will be exposed to the historical and future liabilities and obligations of these entities under the existing holding structures following the completion of the acquisition, as EH-REIT will be ultimately responsible for satisfying these liabilities and obligations. These liabilities could include ordinary course-type liabilities and obligations relating to the operations of the entities in the past or the future, as well as liabilities or obligations arising from such entities being operated other than in compliance with real estate, tax, financial services and other laws and regulations and/or obligations to third parties (including unidentified historic liabilities or obligations). While the Managers have not identified from their due diligence specific material liabilities relating to the historical operations of the entities which appear significant and outside the ordinary course of business and which are not otherwise factored into the disclosures in this Prospectus, there can be no assurance that there are no undisclosed liabilities other than those disclosed in this Prospectus. Such undisclosed defects or deficiencies may include obligations to third parties and involve significant and unpredictable patterns and levels of expenditure which may have a material adverse effect on EH-REIT's net assets, earnings and cash flows. In addition, while the Securities Purchase Agreement provides for the apportionment of all disclosed liabilities of the entities being acquired, including (i) liabilities arising under any contract or agreement to which any of those entities is a party; (ii) liabilities owed to a vendor or service provider; (iii) liabilities arising from any third party claim against any of those entities (other than tax liabilities); and (iv) tax liabilities, there can be no assurance that EH-REIT will not have significant unidentified liabilities which should have been disclosed and apportioned. Moreover, while the Securities and Purchase Agreement contains representations and warranties as to various factual matters related to the entities under the existing holding structure and EH-REIT will be able to assert claims for breach of warranties, such claims are subject to limitations such as the quantum of a claim (in this case, the aggregate liability of the Vendors shall not exceed US\$11.0 million) and the time period.

EH-REIT has obtained tax indemnities from USHI Portfolio Vendor and the ASAP6 Portfolio Vendors. Under the Securities Purchase Agreement, the USHI Portfolio Vendor and the ASAP6 Portfolio Vendors provide certain tax-related representations which cover, as a general matter, the absence of deficiencies, liens, audits and related matters that could lead to a tax-related indemnity

claim. However, such indemnities are subject to limitations such as the quantum of a claim, an aggregate materiality qualifier and the time period for making a claim (See “Certain Agreements relating to EHT, EH-REIT, EH-BT and the Properties – Securities Purchase Agreement”). In the event that the entities in the existing holding structures taken over by EH-REIT are subject to tax liabilities which were previously not identified or the tax indemnity is insufficient to cover the liabilities incurred, this may have a material adverse effect on the business, financial condition, results of operations and prospects of EH-REIT.

Some of the Properties may be classified as legally nonconforming under local zoning regulations in the US and/or be exposed to potential liability arising from encroachment over easement rights.

It is customary for institutional buyers of commercial real estate in the US to procure a third-party company to prepare a zoning report to determine whether a property is in compliance with local zoning standards. In connection therewith, the Managers have engaged a third-party consultant that specialises in zoning due diligence to prepare the zoning reports. Based on the zoning reports received for the Properties, four of the Properties presently do not conform with the relevant current local zoning regulations with regards to matters including, among others, building set-back lines, building height limitations, maximum floor area ratio, maximum guest room allowances and parking. While these Properties may have been built in compliance with then-applicable zoning requirements, due to changes in local zoning requirements, they do not comply with the current relevant local zoning regulations. These properties are the Sheraton Pasadena, Holiday Inn Denver East Stapleton, Holiday Inn Hotel & Suites San Mateo, and Embassy Suites by Hilton Anaheim North. However, if significant damage occurs to such properties or the property owner desires to rebuild a building beyond the applicable threshold set forth in the then-current applicable zoning laws and regulations, the property owner may have to rebuild the applicable building in accordance with the then-current zoning regulations, which may mean that the property owner may not be able to build the building in the same manner as it existed before the damage occurred. (See “Overview of Relevant Laws and Regulations in the US – Relevant Laws and Regulations in the United States”.)

In addition, The Westin Sacramento, which is adjacent to the Sacramento River, encroaches upon certain easements held by various governmental authorities for, among other things, the construction and maintenance of levees along the Sacramento River, as well as for bicycle access. The zoning report and title search for the Property did not reference any modern citations for non-compliance relating to these easements. In addition, the easements have been in place since the 1940s and 1960s in relation to the easements for construction of levees and since the 1980s in relation to the easement for bicycle access.

Notwithstanding that the zoning reports do not recommend EHT to take any remedial action to rectify the non-compliance and/or encroachment over easement rights, there is no assurance that the relevant authorities will not require EHT to remedy the situation. In the event that EHT is required to ensure that its Properties comply with the relevant local zoning regulations or to remedy any encroachments, additional expenses might be incurred and this may have an adverse effect on the business, financial condition, results of operations and/or prospects of EHT and its ability to make distributions to the Staped Securityholders.

Consistent with commercial real estate practices in the United States, EHT will obtain a title insurance policy for each Property in the Initial Portfolio which will insure EHT against certain risks related to title of the Properties (and, to the extent possible, against violations of certain zoning requirements applicable to the Properties, for example by having the title company issue an endorsement to the applicable title policy providing coverage regarding (i) the zoning classification of the Property and (ii) the types of uses allowed under such classification) for 100% of the relevant Property's purchase price. (See “Overview of Relevant Laws and Regulations in the United States – Relevant Laws and Regulations in the United States”.) However, EHT may not

have recourse under the title insurance policies for all losses or liabilities which it might suffer or incur in connection with the Properties, for example certain standard exclusions such as taxes that are not yet due and payable but appearing as a lien on title, certain laws pertaining to zoning, environmental protection, subdivision and others, governmental rights of eminent domain, liens and other title items known to the applicable property owner but not reported to the title company, bankruptcy rights or in relation to coverage over easements encroachments (such as the easement encroachment at The Westin Sacramento).

As of the date of this Prospectus, the Managers believe that the above-listed Properties being classified as legally non-conforming or having encroached upon certain easement rights would not have a significant adverse impact on EHT. The designation of a Property as legal nonconforming is typically not a material issue because it is generally regarded as a legally valid status. In the case of The Westin Sacramento, it is unlikely that the applicable governmental authority would look to enforce such easements by means of altering or destroying an existing physical structure (especially in the absence of flooding), although no assurances can be made.

In addition, there remains a risk related to easement encroachment in that the easement holder (which may or may not be a governmental authority) would seek to enforce the easement itself. There are customarily no material penalties imposed by governmental authorities for a Property being classified as legally non-conforming or having encroached upon certain easement rights, and such status does not affect the current use and operations of the properties. The contribution of the Properties which are classified as legally non-conforming or have encroached upon certain easement rights to EH-REIT's revenue (excluding the amortisation of deferred income, effect of straight-lining of rental income and income to be recovered) for Forecast Period 2019 and Projection Year 2020 are 24.9% and 24.6% respectively and net property income (excluding the amortisation of deferred income, the effect of straight-lining of rental income and timing differences relating to property tax) for Forecast Period 2019 and Projection Year 2020 are 24.6% and 24.3% respectively.

Certain of the Properties are subject to rights of first refusal under the relevant franchise and license agreements.

Renaissance Denver Stapleton, Renaissance Woodbridge and Crowne Plaza Danbury are operated, and will continue to be operated after the closing of the Offering, under Franchise Agreements which contain rights of first refusal or pre-emptive rights exercisable by the applicable franchisor or licensor (as the case may be) in the event of any transfer (such as an asset sale) of part and/or all of the relevant Property. Under the Franchise Agreements entered into with Marriott effective upon the closing of the Offering, with respect to Westin Sacramento, Four Points by Sheraton San Jose Airport, the Sheraton Pasadena and Sheraton Denver Tech Center, the applicable Master Lessees have granted similar rights of first refusal to Marriott that were not applicable under the previously effective Franchise Agreements. With respect to all these properties except for the Crowne Plaza Danbury, this right only applies to a transfer to a competitor of the franchisor or licensor (as the case may be) and also covers the direct or indirect ownership interests in the Property. Where this right exists, EH-REIT must first offer the relevant franchisor or licensor (as the case may be) an opportunity to purchase the relevant Property (or part thereof or ownership interests). The existence of these rights may limit third-party offers for the Property and otherwise inhibit EH-REIT's ability to obtain the highest price possible in the event that the Property is marketed and sold. The existence or operation of these rights may also delay the timing of any sale of the Property. For the avoidance of doubt, any acquisition or disposal of the Properties by EH-REIT will be subject to Chapter 10 of the Listing Manual.

To the extent any sale of these Properties is delayed or the sales price is reduced due to the operation of these rights of first refusal, the amount of cash available for distribution to Stapled Securityholders of EHT may be adversely affected.

EHT and/or the Master Lessee could incur significant costs or liability related to environmental matters.

The ownership and operation of the Properties are subject to various federal, state and local environmental laws and regulations, including those relating to air emissions, water and effluent discharges, noise pollution, the use, storage, handling, management, release, discharge, treatment and disposal of hazardous substances, including petroleum products, toxic materials, pollutants, contaminants, and solid or hazardous waste, and worker health and safety. Under certain of these laws and regulations, the liability imposed is strict, joint and several, and a current or former owner or operator of real property may be subject to liability for the investigation, remediation or monitoring of hazardous or toxic substances or wastes on, in, at, under or from such real property, regardless of whether they directly caused the contamination or violated any law or regulation at the time of such discharge or disposal. EHT, as the owner of the Properties, and the Master Lessee as the operator of the Properties, may be required to investigate, remediate or monitor contaminant releases at its Properties.

As the owner and operator of real property, EHT and/or the Master Lessee (as the case may be) could be held responsible to a governmental entity or third parties for property damage, natural resource damage, personal injury claims and investigation and clean-up costs in connection with the presence or release of any hazardous or toxic substance or waste on, in, at, under or from such real property, without regard to whether EHT and/or the Master Lessee (as the case may be) knew of, or was responsible for such hazardous or toxic substance or waste. EHT and/or the Master Lessee may also be liable for the costs of remediating contamination at off-site disposal or treatment facilities when EHT and/or the Master Lessee (as the case may be) arranges for disposal or treatment of hazardous substances or waste at such facilities, without regard to whether EHT and/or the Master Lessee was in compliance with applicable environmental laws and regulations. The presence of contamination from such substances or wastes could interfere with ongoing operations or materially adversely affect EHT's ability to sell or lease the Properties or to borrow using the Properties as collateral.

EHT and/or the Master Lessee is also required to obtain and comply with the terms and conditions of certain permits required pursuant to applicable environmental laws and regulations in connection with its operations and real properties, which impose limits on EHT's and/or the Master Lessee's ability to emit and discharge hazardous substances into the environment. Failure to comply with these laws, regulations and permits may trigger administrative, civil and criminal enforcement measures, including the assessment of civil and criminal fines and penalties, the imposition of corrective action obligations, or the issuance of injunctions limiting some of EHT's and/or the Master Lessee's operations. EHT may be required to incur costs and expend funds in the future, to comply with environmental legal requirements, including in connection with the management, abatement, removal and disposal of asbestos-containing materials, lead-based paint, and mold at its real properties. The presence of asbestos-containing materials or lead-based paint at any of the Properties could increase any future renovation or development costs, and subject EHT to fines and penalties and other liabilities and costs in the event compliance is not maintained. EHT may also be exposed to third party liability, such as liability for personal injury associated with exposure to asbestos. The Managers believe EHT's properties and operations are in compliance, in all material respects, with all applicable federal, state and local environmental laws and regulations. However, additional or increased operating costs and capital expenditures could be incurred if additional or more stringent requirements are promulgated and take effect in the future. The Managers cannot predict with any certainty the magnitude of EHT's and/or the Master Lessee's future expenditures relating to environmental compliance or the long-range effect, if any, of environmental laws and regulations on its operations. Environmental liability gives rise to a number of risks, including:

- the risk of prosecution by environmental authorities;

- the requirement for unbudgeted additional expenditure to investigate, remedy or otherwise address such issues;
- the adverse impact on the operations at the affected Property which may in turn adversely affect the revenue of EHT; and
- the adverse impact on the value of the affected Property.

EHT and/or the Master Lessee may not have adequate insurance coverage for losses that it may incur as a result of known or unknown environmental conditions. While the Managers do not believe that there are environmental conditions at or in connection with any of the Properties that will materially and adversely affect EHT and/or the Master Lessee, there can be no assurance that environmental conditions present at the Properties, now or in the future, will not materially and adversely affect them.

The representations, warranties and indemnities granted in favour of EH-REIT by the vendors of the Properties are subject to limitations as to their scope and the amount and timing of claims which can be made thereunder.

Consistent with commercial real estate practices in the United States, the representations, warranties and indemnities granted in favour of EH-REIT by the vendors of the Properties are subject to limitations as to their scope and amount and timing of claims which can be made thereunder. (See “Certain Agreements Relating to EH-REIT and the Properties – Securities Purchase Agreement” for further details of such limitations.) There can be no assurance that EH-REIT will be reimbursed under such representations, warranties and indemnities for all losses or liabilities suffered or incurred by it as a result of its acquisition of the Properties. Also consistent with commercial real estate practices in the United States, EH-REIT will obtain a title insurance policy for each Property in the Initial Portfolio which will insure each property holding LLC against certain risks related to title to the Properties owned by each property holding LLC (and against violations of certain zoning requirements applicable to the Properties) for 100.0% of the relevant Property’s purchase price. (See “Overview of Relevant Laws and Regulations in the United States – Deed Recordation and Title Insurance”.)

EH-REIT may not have recourse under the Securities Purchase Agreement or the title insurance policies for all losses or liabilities which it might suffer or incur in connection with the Properties and it will need to rely on its own due diligence in addition to the indemnities provided by the vendors and the title insurance provided by the title insurance companies to help mitigate against the risk of such losses and liabilities. While the Managers believe that reasonable due diligence has been, and will be, performed with respect to the Properties and that the due diligence conducted has not raised any material adverse findings in relation to the Properties, there can be no assurance that there will not be any losses or liabilities suffered by EH-REIT in connection with the Properties beyond the limits of the recourse under the indemnities and title insurance. In the event that EH-REIT suffers losses or liabilities in connection with the Properties which it has no recourse or only limited recourse to under the Securities Purchase Agreement or the title insurance policies, its financial condition, business, results of operations and/or prospects may be materially adversely affected. (See “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Securities Purchase Agreement”.)

The appraisals of the Properties are based on various assumptions and the price at which EH-REIT is able to sell a Property in future may be different from the initial acquisition value of the Property.

The valuation of each of the Properties prepared by the Independent Valuers is contained in Appendix D, "Independent Property Valuation Summary Reports". The appraisals of the Properties are based on different methodologies. Primarily, the discounted cash flow method was employed and there can be no assurance that the assumptions relied on are reasonable measures of the market. The appraisals of the Properties arrived at by the Independent Valuers may have included a subjective determination of certain factors relating to the Properties, such as their relative market positions, financial and competitive strengths and physical condition. The appraised value of any of the Properties or any future acquisitions is not an indication of, and does not guarantee, a sale price at that value at present or in future. The price at which EH-REIT may be able to sell a Property in future may be lower than its appraised value or the initial acquisition price of the Property.

EH-REIT may invest in properties through investments in property-owning vehicles, and may in the future utilise a variety of investment structures for the purpose of investing in a property. Where a property or an interest in a property is acquired through a company or investment structure, the value of the company or investment structure may not be the same as the value of the underlying property due to, for example, environmental, contingent, and contractual or other liabilities, or structural considerations. As a result, there can be no assurance that the value of investments made through those structures will fully reflect the value of the underlying property.

EH-REIT may suffer material losses in excess of insurance proceeds or in respect of losses which are uninsured.

The Properties face the risk of physical damage caused by fire, acts of God such as natural disasters or other causes, as well as potential public liability claims, including claims arising from the operations of the Properties.

In addition, certain types of risks (such as terrorism, war risk, losses caused by the withholding of supply of utilities by a supply authority and contamination or other environmental conditions or breaches) may be or become uninsurable in certain jurisdictions or the cost of insurance may be prohibitive when compared to the risk.

With effect from the Listing Date, except for the Queen Mary Long Beach which is on a triple-net lease, the REIT Trustee will take out and maintain, among others, at EH-REIT's cost, property insurance policy insuring the relevant Hotel, the infrastructure, plant and equipment and the contents of the relevant Hotel. In addition, the Master Lessee must, at their own cost, take up and maintain umbrella insurance policy, pollution liability coverage, general liability policy, insurance related to workers' compensation, employment practices liability insurance, cyber liability policies, public liability insurance, insurance related to workers' compensation and business interruption insurance for the respective rights and interests of the Master Lessor and the Master Lessee. EH-REIT and the Master Lessee may mutually agree to an insurance buying plan which may be undertaken by the hotel manager to effectuate the insurance requirements set forth herein.

EH-REIT and/or the Master Lessees may not have adequate insurance coverage for losses they may incur. Should an uninsured loss or a loss in excess of insured limits occur, EH-REIT and/or the Master Lessees could be required to pay compensation and/or lose capital invested in the affected Property as well as anticipated future revenue from that Property. There can be no assurance that material losses in excess of insurance proceeds or in respect of losses which are uninsured will not occur in the future.

Planned amenities and transportation infrastructure near the Properties may not be implemented as planned, or may be closed, relocated, terminated, delayed or not completed.

There is no assurance that amenities, transportation infrastructure and public transport services near the Properties will be implemented as planned or will not be closed, relocated, terminated, delayed or completed. If such an event were to occur, it may adversely impact the accessibility of the relevant Property and the attractiveness and marketability of the relevant Property to guests and tenants. This may have an adverse effect on the demand and the room and occupancy rates for the relevant Property and adversely affect the business, financial condition and results of operations of EHT.

RISKS RELATING TO EHT'S OPERATIONS

The loss of a Master Lessee, a down-turn in the business of the Sponsor and/or a Master Lessee or any breach by a Master Lessee of obligations under the respective Master Lease Agreement could have an adverse effect on the financial condition, results of operations and prospects of EHT.

On the Listing Date, each Property will be leased to a Master Lessee. EH-REIT is dependent upon rental payments from the Master Lessees, which are wholly-owned by the Sponsor. The operations of the Properties through the Master Lessees will constitute a substantial portion of the Sponsor's business, and the ability of the Sponsor to continue its business is dependent on the profitability of such operations of the Properties. The business, financial condition, results of operations and prospects of EHT will depend substantially upon the Sponsor's continuation of its business and the Master Lessees' ability to make timely rental payments.

The Master Lessees have appointed the Hotel Managers to manage the Properties. The performance of the Master Lessees and their ability to pay rent may be affected by factors beyond their control, such as the performance of the Hotel Managers, as well as changes in general economic conditions and the hospitality industry, the operational or financial performance of demand for the Properties, competition in the hospitality industry and hospitality-related businesses and other factors relating to the operations of the Properties.

If the Sponsor's and/or each Master Lessee's business of operating the Properties is not profitable, the Master Lessees may terminate or decide not to renew the Master Lease Agreements on expiry. This will in turn adversely affect the financial performance, and consequently the distributions which EHT may be able to make to Stapled Securityholders. The amount of rental and the terms on which each Master Lease Agreement is renewed may be less favourable than the current Master Lease Agreement. The replacement of a Master Lessee on satisfactory terms may not be carried out in a timely manner or at all. Notwithstanding that as a last resort, EH-BT will step in as the Master Lessee, there can be no assurance that EH-BT will be able to provide a similar amount of income from such Property.

The Master Lessees may not maintain the Properties properly.

The Master Lessees may not maintain the Properties properly, resulting in substantial deferred capital expenditure. Lack of capital or insufficient cash flow may adversely impact future operations and profitability of the Properties, thereby adversely affecting the ability of the Master Lessees to fund costs of repairs, maintenance, contribution to the CIF Reserve (as defined herein), operating equipment¹ and inventories and/or to make rental payments to EHT.

¹ Items customarily referred to as "operating equipment" in the hotel industry include, but are not limited to, glassware, silverware, cutlery, chinaware, crockery, linen and uniforms as well as all those items generally required for the day-to-day operation of a hotel.

In addition, should the Master Lessees fail to provide adequate management and maintenance, the value of the Properties may be adversely affected. Inadequate management and maintenance of the Properties may also result in a loss of hotel guests, tenants and rental income from the Properties, which may in turn adversely affect distributions to Stapled Securityholders.

The loss of a brand licence for any reason, including due to failure to make required capital expenditures, could adversely affect the financial condition and results of operations of the EHT.

All but one of the Properties operate under licensed brands pursuant to franchise or license agreements with Hotel Franchisors (as franchisor or licensor). The maintenance of the brand licence for a Property is subject to the hotel brand's operating standards and other terms and conditions, including the ability to require the owner of the Property to make capital expenditures pursuant to PIPs in the ordinary course of business. A PIP is a schedule of specific improvements and renovations imposed by the Hotel Franchisor on a Master Lessee (as franchisee) under the applicable Franchise Agreement to undertake (and fund) over a period of time, and is typically required every seven to ten years. Compliance and progress with the PIP is monitored by the Hotel Franchisors and failure to perform a PIP on the timetable agreed to with the Brand may constitute a breach by the franchisee under the applicable Franchise Agreement.

(See "Business and Properties – Other General Information about the Initial Portfolio – Further Asset Enhancements Post-Listing" for further details.)

In the event of any revision to the Franchise Agreement or Hotel Management Agreement in relation to a change in control or interest of such Property, any refinancing of indebtedness or under other circumstances, the Hotel Franchisor may require the Master Lessee (as franchisee) to enter into an additional PIP to bring the physical condition of the Properties into compliance with the applicable brand specifications and standards. In connection with the IPO and change in control or interest in the Initial Portfolio resulting in an assignment of the existing Franchise Agreement to, or the entry into a new Franchise Agreement by, the applicable Master Lessee, the Hotel Franchisors of certain Properties may require additional PIPs (which the Managers believe take into account the current condition of the Property and the proximity in time to the most recent PIP that was undertaken at such Property). Such additional PIPs should be covered by the CIF Reserve¹.

If the Master Lessee defaults on a Franchise Agreement as a result of a failure to comply with the PIP requirements, the Hotel Franchisor may have the right to terminate the applicable agreement, the Master Lessee may be required to pay the Hotel Franchisor liquidated damages, and the Master Lessee may also be in default under the applicable hotel indebtedness. In addition, if the Master Lessee does not have enough reserves for or access to capital to supply needed funds for capital improvements throughout the life of the investment in a property and there is insufficient cash available from operations, the Master Lessee may be required to defer necessary improvements to a property, which may cause that property to suffer from a greater risk of obsolescence, a decline in value, or decreased cash flow, which may in turn adversely affect EHT's results of operations and its ability to make regular distributions to Stapled Securityholders. Moreover, under the Master Lease Agreements, a Master Lessor is obligated to fund, directly or indirectly, and cause to be completed, directly or indirectly, any Major Capital Improvement²

1 For the avoidance of doubt, Crowne Plaza Dallas Near Galleria-Addison, Sheraton Denver Tech Center, Hilton Houston Galleria Area, Doubletree by Hilton Salt Lake City Airport, Holiday Inn Resort Orlando Suites – Waterpark and Holiday Inn Hotel & Suites San Mateo have outstanding asset enhancement works or PIPs. Please refer to "Business and Properties – Further Asset Enhancements Post-Listing" for further details of these asset enhancement works.

2 Under the Master Lease Agreements, a Major Capital Improvement means any material capital improvement that (i) involves a material physical expansion or alteration of the premises (including adding or removing guest rooms or meeting space or changing the configuration or layout of the hotel) or (ii) involves the essential fabric of the hotel being the foundations, load bearing walls, structural columns, structural floors or structural ceilings including the façade of the hotel.

required under the Franchise Agreement or Hotel Management Agreement. Accordingly, while the PIP itself is an obligation of the Master Lessee to the Hotel Franchisor, the Master Lessor has a direct and active obligation to fund and otherwise cause the completion of any work required to complete a PIP that is also a Major Capital Improvement).

If any of the Properties were to lose a brand licence for any reason, including failure to meet the requirements of the PIPs, the affected hotel(s) would need to be re-branded. As a result, the underlying value of a particular Property could decline significantly from the loss of associated name recognition, marketing support, participation in guest loyalty programs and the centralised system provided by the Hotel Franchisor, which, among other things, could reduce income from the impacted Property. Furthermore, the loss of a franchise licence at a particular Property could harm the relationship of the REIT Manager and EHT with the applicable Hotel Franchisor, which could impede the ability to operate other hotels under the Hotel Franchisor's brands, limit the ability to obtain new franchise licences from the Hotel Franchisor in the future on favourable terms, or at all, and result in incurrence of significant costs to obtain a new franchise licence for the particular Property (including a likely requirement of a PIP for the new brand, a portion of the costs of which would be related solely to the change in brand rather than substantively improving the Property). The loss of a franchise licence could also be an event of default under the indebtedness that secures the Property if a suitable replacement cannot be found, which may in turn adversely affect EHT's financial condition and results of operations and its ability to make regular distributions to Stapled Securityholders.

EH-REIT has no direct control over the Hotel Managers and the Hotel Franchisors.

The financial performance of EH-REIT, including the distributions which may be made to Stapled Securityholders, is dependent upon the Gross Operating Revenue and Gross Operating Profit of each of the Properties. EH-REIT has entered into long-term master lease agreements with each of the Master Lessees which generally have, subject to certain limitations, full discretion in the operation of the Properties. The Master Lessees have in turn each entered into a hotel management agreement with the Hotel Managers and franchise agreement and/or license agreements (as the case may be) with the Hotel Franchisors. Although EH-REIT has the right, under certain limited circumstances, to approve the replacement of the Hotel Managers or the Hotel Franchisors, there is no direct contractual relationship between EH-REIT and the Hotel Managers or the Hotel Franchisors. In addition, although the Master Lessee is not entitled to waive (or fail to enforce) any material breach or default by the Hotel Manager under the Hotel Management Agreement without the consent of the Master Lessor, there is no direct contractual relationship between EH-REIT and the Hotel Managers. Accordingly, the financial performance of EH-REIT is dependent on the performance of the Master Lessees, the Hotel Managers and the Hotel Franchisors and EH-REIT has no direct control over the operations, management, branding or marketing of the Properties. There is therefore no assurance that the Properties will continue to be operated, managed, maintained, branded or marketed well in the future and this may consequently affect the business, financial condition, results of operations and prospects of EHT.

EHT may be affected by adverse developments or negative publicity affecting Hotel Managers, the Hotel brands, the Sponsor and/or Master Lessees.

The Hotels in the Initial Portfolio will be managed by different Hotel Managers and the Hotels (other than The Queen Mary Long Beach) are marketed and operated under various brand names of the Hotel Franchisors. Any degradation or adverse market developments relating to the reputation of these Hotel Managers, brand names of the Hotel Franchisors whose name the Hotels are branded under and their respective affiliates could adversely affect the business, financial condition, results of operations and prospects of EHT as such degradation or adverse market developments may adversely affect the reputation of the Properties and their attractiveness to guests and customers, thereby affecting the occupancy rates of the Properties.

In addition, any adverse developments, negative publicity and future financial challenges experienced by the Sponsor and/or Master Lessees may directly result in negative perceptions of EHT due to EHT's close association with the Sponsor and/or Master Lessees, which could have a material adverse effect on the financial condition and results of operations of EHT and, in turn, its ability to make distributions to Stapled Securityholders.

EHT is exposed to the risk of litigation from its hotel guests, customers, actual and potential partners, suppliers, employees, regulatory authorities, Master Lessees, Hotel Franchisors and/or the Hotel Managers.

EHT has been, currently is and may in the future be involved in legal and regulatory proceedings and otherwise subject to legal claims arising out of the ordinary course of its business for companies which own and operate hotels, including claims by the hotel guests, customers, actual and potential partners, suppliers, employees, regulatory authorities, Master Lessees, Hotel Franchisors and/or the Hotel Managers operating the hotels for, *inter alia*, breach of legal, contractual or other duties. For example, EHT is currently involved in legal and regulatory proceedings relating to personal injury claims arising from "slip and fall" cases commenced by hotel guests. However, no assurance can be given that disputes which could have a material adverse effect on the REIT, individually or in the aggregate, would not arise in the future. Sometimes the outcome of these proceedings cannot be predicted until late in the proceeding, if at all. While potential liability from these existing legal and regulatory proceedings is not expected to have a material adverse impact on EHT as they are generally covered by existing insurance, there can be no assurance that insurance coverage that EHT maintains in the future may cover its losses fully or at all and any inadequacy of coverage could have a material adverse effect on EHT. Regardless of the outcome, litigation may require expenditure of significant funds as well as management time. In addition, exposure to litigation or fines imposed by regulatory authorities may affect EHT's reputation even if the monetary consequences may not be significant.

EH-REIT may be adversely affected by a delay in the completion of asset enhancement works currently in progress or contemplated.

Asset enhancement works, which are currently in progress or may in the future be carried out by EH-REIT, including capital expenditures, could be imposed as part of PIPs required by the Hotel Franchisors in connection with the updating of hotels to the brand standards of the Hotel Franchisors, or in connection with the Hotel Franchisors consenting to the transactions relating to the purchase of indirect interest in the Initial Portfolio by EH-REIT and the entry into the Master Lease Agreements. Please see "Risk Factors – Risks Relating to EHT's Operations – The loss of a brand licence for any reason, including due to failure to make required capital expenditures, could adversely affect the financial conditions and results of operations of the EHT" for further details.

Any delay in the completion of the asset enhancement works may result in a potential loss in revenue, thereby adversely affecting the financial condition and results of operations of the relevant Properties and the rental payments made to EH-REIT. All this may in turn affect EHT's financial condition, results of operations and ability to make distributions to Stapled Securityholders.

The operations of EHT may be adversely affected by economic and real estate market conditions, as well as changes in regulatory, fiscal and other governmental policies in the United States.

The Initial Portfolio is, and future Properties will be, principally located in the United States. As a result, EHT's revenue and results of operations depend upon the performance of the U.S. economy. The U.S. economy is affected by global economic conditions which could adversely affect EH-REIT's results of operations and future growth. The global credit markets have in the past experienced, and may continue to experience, volatility and liquidity disruptions. These events could adversely affect EHT insofar as they result in:

- a decrease in business activity and an increase in the unemployment rate in the United States;
- a negative impact on the ability of the Master Lessees to pay their rents in a timely manner or continuing their leases, thus reducing EHT's cash flow;
- a decline in the market values of the Properties;
- an increase in counterparty risk (being the risk of monetary loss which EHT may be exposed to if any of its counterparties encounters difficulty in meeting its obligations under the terms of its respective transaction);
- access to capital markets becoming more difficult, expensive or impossible resulting in a material adverse effect on EHT's ability to obtain debt or equity capital to fund its operations, meet its obligations, purchase additional properties or otherwise conduct its business; and/or
- an increased likelihood that one or more of (i) EHT's banking syndicates (if any), banks or insurers, as the case may be, providing bankers' guarantees or performance bonds for the rental deposits or other types of deposits relating to or in connection with the Properties or EHT's operations or (ii) EHT's insurers, may be unable to honour their commitments to EHT.

EHT's revenue is currently derived from properties located in various markets across eight states in the U.S., being Connecticut, California, Colorado, Orlando, New Jersey, Atlanta, Utah and Texas. A downturn in the economies of any of these markets or the impact that a downturn in the overall national economy may have upon these economies could result in reduced demand for hotel rooms. Further, EHT and the Properties will be subject to US real estate laws, regulations and policies. In addition, the US real estate market may be adversely affected due to interest rate hikes by the Federal Reserve, which would cause the cost of borrowing to rise. This may in turn lead to a fall in property prices. While there are no current exchange control restrictions or limitations on foreign investment in hospitality properties in the United States, there can be no assurance that regulatory, fiscal, monetary or governmental policies in the United States will not change.

In addition, the income and gains derived from investment in hospitality and hospitality-related assets will be subject to various types of taxes in the states where the assets are located, including income tax, state and local taxes, withholding tax, capital gains tax and any other taxes that may be imposed specifically for ownership of real estate. All of these taxes, which are subject to changes in laws and regulations that may lead to an increase in tax rates or the introduction of new taxes, could adversely affect and erode the returns from these hospitality and hospitality-related assets and hence affect the distribution yield to Stapled Securityholders. There is also no assurance that EHT will be able to repatriate to Singapore the income and gains derived from investment in hospitality and hospitality-related assets outside Singapore on a timely and regular basis. Any inability to repatriate the income and gains to Singapore will adversely affect EHT's ability to make distributions to Stapled Securityholders out of such income and gains.

EHT is exposed to certain risks in relation to information technology and systems.

EHT is reliant on certain technologies and systems for the operation of its business, whether belonging to EHT, the Master Lessees, the Hotel Managers or the Hotel Franchisors. Any system failures, data viruses, computer “hackers” or other causes may result in operational problems with such information systems. Bookings and reservations for hotel rooms are done through the platforms of the service providers including that of the Hotel Managers and Hotel Franchisors.

EHT may not have control over potential failures, outages or downtime over such information systems which could affect, among others, the delivery of reservations to its hotels. Any material disruption or slowdown of the information systems, especially any failures relating to its reservation system, could cause valuable information to be lost or operations to be delayed, which in turn could have a material adverse effect on the EHT’s business, financial condition and results of operations and have a material adverse impact on the EHT’s reputation.

There is no assurance that EHT will be able to leverage on the Sponsor’s experience in the US hospitality sector.

Upon completion of the Offering, the Founders (through their wholly owned entities which hold the Stapled Securities) will hold an effective interest in 15.2% of the Stapled Securities (assuming the Over-Allotment Option is not exercised) or 10.9% of the Stapled Securities (assuming the Over-Allotment Option is exercised in full). (See “Ownership of the Stapled Securities” for further details.) Each of the Founders and their wholly owned entities which hold the Stapled Securities have agreed to the lock-up arrangements in respect of its or his effective interest in the Lock-up Stapled Securities. There is no assurance that each of the Founders and their wholly owned entities which hold the Stapled Securities will not dispose of its or his effective interest in the Stapled Securities following the expiry of the Lock-up Period. In the event that either of the Founders decides to transfer or dispose of his effective interest in the Stapled Securities, EHT may no longer be able to leverage on the Sponsor’s experience in the ownership and operation of hospitality properties, market research and network of contacts in the US hospitality and hospitality-related industries to further its growth. This may have a material and adverse impact on EHT’s results of operations and financial condition which may, as a consequence, affect EHT’s ability to make distributions to Stapled Securityholders.

The Founders (through their wholly owned entities which hold the Stapled Securities) will be able to exercise influence over certain activities of EHT.

The Founders and/or any corporations which they directly or indirectly own are engaged in, among other things, real estate development. Immediately following the Offering and based on the Offering Price, it is intended that the Founders will collectively indirectly hold 132,204,000 Stapled Securities (assuming the Over-Allotment Option is not exercised), which is equivalent to 15.2% of the total number of Stapled Securities expected to be in issue at the Listing Date. The Founders will therefore be in a position to exercise influence in matters which require the approval of the Stapled Securityholders, which may be in conflict with the interest of Stapled Securityholders.

Any of the Founder ROFRs will be terminated if the conditions to the Founder ROFRs remaining in full force and effect are not satisfied.

Howard Wu and Taylor Woods have each granted the rights of first refusal (collectively, the “**Founder ROFRs**”) respectively to EHT over any future sales by a HW Relevant Entity or TW Relevant Entity (both as defined herein) respectively of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, principally located in the US, as well as real estate-related assets in connection with the foregoing.

The rights under the right of first refusal granted by Howard Wu to EHT (“**HW ROFR**”) will be effective from the Listing Date and will cease immediately upon the occurrence of any of the following events: (i) EHT ceasing to be listed on and quoted for on the Main Board of the SGX-ST; (ii) the REIT Manager or any of its related corporations (as defined in the Companies Act) ceasing to be the manager of EH-REIT; (iii) the Trustee-Manager or any of its related corporations ceasing to be the trustee-manager of EH-BT; or (iv) Howard Wu ceasing to be a controlling shareholder of the REIT Manager and/or controlling shareholder of the Trustee-Manager.

The rights under the right of first refusal granted by Taylor Woods to EHT (“**TW ROFR**”) will be effective from the Listing Date and will cease immediately upon the occurrence of any of the following events: (i) EHT ceasing to be listed on and quoted for on the Main Board of the SGX-ST; (ii) the REIT Manager or any of its related corporations (as defined in the Companies Act) ceasing to be the manager of EH-REIT; (iii) the Trustee-Manager or any of its related corporations ceasing to be the trustee-manager of EH-BT; (iv) Taylor Woods ceasing to be a controlling shareholder of the REIT Manager and/or controlling shareholder of the Trustee-Manager.

If any of the conditions to the Founder ROFRs ceases to be enforced, the Founder ROFRs will terminate and EHT will not be able to benefit from the Founder ROFRs. This may adversely affect EHT’s ability to implement its acquisition growth strategy.

(See “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Right of First Refusal Agreements” for further details.)

EH-REIT and EH-BT may not have the same board of directors in the future, and this may lead to differences or deadlock in the future operations of EHT.

As at the Listing Date, the board of directors of the REIT Manager (the “**REIT Manager Board**”) will be the same as the board of directors of the Trustee-Manager (the “**Trustee-Manager Board**” and collectively, the “**Board of the Managers**”), so as to avoid any differences or deadlock in the operations of EHT. However, there is no assurance that the composition of the two boards will remain the same in the future.

The circumstances in which each of the Managers may be removed differ. For example:

- Under the EH-REIT Trust Deed, the REIT Manager may be removed by the REIT Trustee upon the occurrence of certain events, including the passing of an Ordinary Resolution (as defined herein) (with no participants being disenfranchised) at a meeting of the EH-REIT Unitholders duly convened and held (see “Management and Corporate Governance – EH-REIT – Retirement or Removal of the REIT Manager”).
- The EH-BT Trust Deed provides that the Trustee-Manager may be removed only if EH-BT Unitholders, by an Extraordinary Resolution duly passed (with no participants being disenfranchised) at a meeting of the EH-BT Unitholders duly convened and held (see “Management and Corporate Governance – EH-BT – Retirement or Removal of the Trustee-Manager”).

The lower threshold of approval of EH-REIT Unitholders by way of an Ordinary Resolution (instead of an Extraordinary Resolution) for the removal of the REIT Manager, as well as the existence of other grounds for removal, gives rise to a higher possibility of the REIT Manager being removed and replaced as compared to the Trustee-Manager. In the event that only the REIT Manager is removed and replaced, the Trustee-Manager will be required to cooperate with the new manager of EH-REIT (which will have a different board of directors and management team from the Trustee-Manager) in the management of EHT.

As a result, EHT will lose the advantage of being managed efficiently by the same, or substantially the same, board of directors. Further, there can be no assurance that having different boards of directors for the management of EH-REIT and EH-BT will not lead to differences or deadlock in the operation of EHT, which may have adverse effects on the business, financial condition, results of operations and prospects of EHT and its ability to make distributions to the Stapled Securityholders.

The approval thresholds for the removal of the REIT Manager and the Trustee-Manager are different.

The circumstances in which the REIT Manager and the Trustee-Manager may be removed differ:

- Under the EH-REIT Trust Deed, the REIT Manager may be removed by the REIT Trustee upon the occurrence of a number of events, including the passing of a resolution by a majority consisting of 50.0% or more of the total number of votes present and voting (with no participants being disenfranchised) at a meeting of holders of EH-REIT Units duly convened and held. (See “Management and Corporate Governance – EH-REIT – Retirement or Removal of the REIT Manager” for further details.)
- The EH-BT Trust Deed however provides that the Trustee-Manager may be removed only by a resolution duly passed by a majority of holders of EH-BT Units consisting of 75.0% or more of the total number of votes present and voting (with no participants being disenfranchised) at a meeting of holders of EH-BT Units duly convened and held. (See “Management and Corporate Governance – EH-BT – Retirement or Removal of the Trustee-Manager” for further details.)

The lower threshold of Stapled Securityholders’ approval for the removal of the REIT Manager, as well as the existence of other grounds, gives rise to a higher possibility of the REIT Manager being removed and replaced as compared to the Trustee-Manager. In the event that the REIT Manager is removed and replaced, the Trustee-Manager will be required to cooperate with the new manager of EH-REIT (which will have a different board of directors from the Trustee-Manager) in the management of EHT.

If the CMS Licence of the REIT Manager is cancelled or not renewed by the MAS or the authorisation of EH-REIT as a collective investment scheme under Section 286 of the SFA is suspended, revoked or withdrawn, the operations of EH-REIT will be adversely affected.

The CMS Licence issued to the REIT Manager is subject to conditions and is valid unless otherwise cancelled or renewed. If the CMS Licence of the REIT Manager is cancelled by the MAS, it will not be able to continue to be the manager of EH-REIT and the operations of EH-REIT will be adversely affected if no suitable manager is found or can be found in a timely manner.

EH-REIT has been authorised as a collective investment scheme and upon authorisation, it must comply with the requirements under the SFA and the Property Funds Appendix. In the event that the authorisation of EH-REIT is suspended, revoked or withdrawn, its operations will also be adversely affected.

The amount EH-REIT may borrow is subject to the aggregate leverage limit set out in the Property Funds Appendix, which may affect the operations of EHT.

Under the Property Funds Appendix, EH-REIT is permitted to borrow up to 45.0% of the value of the EH-REIT Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash, in EH-REIT Units or, as the case may be, Stapled Securities). As at the Listing Date, EH-REIT is expected to have approximately US\$508 million of debt facilities, with total borrowings and deferred payments (if any) as a percentage of the EH-REIT Deposited Property (the “**Aggregate Leverage**”) of approximately 38.0%. (See “Capitalisation and Indebtedness – Indebtedness” for further details.)

EHT may, from time to time, require further debt financing to achieve its investment strategies. In the event that EHT decides to incur additional borrowings in the future, EHT may face adverse business consequences of this limitation on future borrowings, and these may include:

- an inability to fund capital expenditure requirements in relation to EH-REIT's existing portfolio or in relation to EH-REIT's future acquisitions of additional hospitality and/or hospitality-related assets to expand its portfolio;
- a decline in the value of the EH-REIT Deposited Property may cause the borrowing limit to be exceeded, thus affecting EH-REIT's ability to incur further borrowings; and
- cash flow shortages (including with respect to distributions) which EH-REIT might otherwise be able to resolve by borrowings.

EHT faces risks associated with debt financing.

Both EH-REIT and EH-BT will be subject to risks associated with debt financing, including the risk that their cash flow will be insufficient to meet required payments of principal and interest under such financing and to make distributions to Stapled Securityholders.

EH-REIT's distribution policy is to distribute 100.0% of EH-REIT's Annual Distributable Income for the Forecast Period 2019 and Projection Year 2020 and at least 90.0% of its Annual Distributable Income thereafter. As a result of its distribution policy, if the cash flow from its operations is insufficient, EH-REIT may have to obtain additional debt or equity financing or both to meet its distribution obligations. There can be no assurance that such financing will be available on favourable terms or at all.

If EH-REIT or EH-BT defaults under the New Term Loan Facilities, the ASAP Mortgage Loans or the Unsecured Loan (each as defined herein), the respective lenders may be able to declare a default and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided.

If principal amounts due for repayment at maturity cannot be refinanced, extended or paid with proceeds of other capital transactions, such as new equity capital, EH-REIT or, if applicable, EH-BT, will not be able to pay distributions at expected levels to Stapled Securityholders or to repay all maturing debt.

Both EH-REIT and EH-BT will also be subject to the risk that the terms of any refinancing of borrowings may not be as favourable and this may include an increase in interest expense. This may adversely affect both EH-REIT's and EH-BT's cash flow and the amount of distributions they could make to Stapled Securityholders. The terms of any refinancing undertaking in the future may also contain covenants which may limit or otherwise adversely affect its operations and its ability to make distributions to Stapled Securityholders or which may restrict EH-REIT's or EH-BT's ability to acquire properties or to undertake other capital expenditure and may require it to set aside funds for maintenance or require it to maintain certain financial ratios. The triggering of any of such covenants may have an adverse impact on EH-REIT's or EH-BT's financial condition.

The New Term Loan Facilities and the ASAP Mortgage Loans also contain certain change of control events (see "Capitalisation and Indebtedness" for details of the change of control events under the terms of the New Term Loan Facilities and the ASAP Mortgage Loans), which if triggered, may constitute events of default and/or mandatory prepayment events under the New Term Loan Facilities and the relevant lenders may be able to initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided.

(See "Risk Factors – EHT's distribution policy may cause EHT to face liquidity constraints" and "Capitalisation and Indebtedness" for further details.)

EHT does not have an established operating history.

EH-REIT and EH-BT were both constituted on 11 April 2019. The REIT Manager and the Trustee-Manager were incorporated on 30 August 2018. As such, EH-REIT, EH-BT and the Managers do not have operating histories by which their respective past performances may be judged. This will make it more difficult for prospective investors to assess their likely future performance. There can be no assurance that (i) EH-REIT and EH-BT will be able to generate sufficient revenue from operations to make distributions, (ii) such distributions will be in line with those set out in "Profit Forecast and Profit Projection", or (iii) EH-BT will generate sufficient cash flow to meet its rental payment obligations to EH-REIT if it becomes a master lessee of any of the Properties.

EHT may depend on certain key personnel, and the loss of any key personnel may adversely affect its operations.

The performance of EHT may depend, in part, upon the continued service and performance of members of the senior management team and certain key senior personnel of the REIT Manager. These key personnel may leave the REIT Manager in the future or compete with the REIT Manager and EHT. The loss of any of these individuals or of one or more of the REIT Manager's other key employees and the inability to find suitable replacements on a timely basis could have a material adverse effect on the financial condition and results of operations of EHT.

A change of investment strategies may affect the Stapled Securityholders' investments in EHT.

The Managers may from time to time amend the investment strategies of EHT if they determine that such change is in the best interest of EHT and its Stapled Securityholders subject to the approval of the Stapled Securityholders if such change occurs within the first three years following the Listing Date. Following the expiry of three years from the Listing Date, the Managers may, subject to the requirements under the relevant laws, regulations and rules (including the Listing Manual) and within the limits of the Deeds, alter such investment strategies (subject to the requirements under the relevant laws, regulations and rules (including the Listing Manual) and within the limits of the Deeds) without the approval of the Stapled Securityholders by giving not less than 30 days' prior notice of the change to the REIT Trustee and the Stapled Securityholders by way of an announcement on SGXNET. The methods of implementing EHT's investment strategies may vary as new investment and financing techniques are developed or otherwise used. Such changes may adversely affect the Stapled Securityholders' investment in EHT.

Future acquisition may not yield the returns expected, may result in disruptions to EHT's business, may strain management resources and may result in dilution of holdings.

EHT's growth strategy and its market selection process may not be successful and may not provide positive returns to Stapled Securityholders. Acquisitions may disrupt the regular operations of EHT and divert the management's attention away from day-to-day operations. New Stapled Securities issued in connection with any new acquisition could also be dilutive to existing Stapled Securityholders.

EHT may be subject to liability in connection with any future disposal of investments.

EHT may dispose of investments in certain circumstances and may be required to give representations and warranties or be subject to defect liabilities in connection with a disposal of such investments. In the event that any such representations or warranties are inaccurate or any defects are found, EHT may be exposed to damages and other claims. Any liability in respect of any such representations or warranties or defect liabilities may adversely affect the business, financial condition, results of operations and prospects of EHT.

The Managers may not be able to successfully implement their investment strategy for EHT.

There is no assurance that the Managers will be able to implement their investment strategy for EHT successfully or that they will be able to expand the portfolio of EHT at any specified rate or to any specified size. The Managers may not be able to make acquisitions or investments on favourable terms or within a desired time frame.

EHT's ability to make new property acquisitions under its acquisition growth strategy may be adversely affected. Even if EHT is able to successfully acquire property or investments, there is no assurance that EHT will achieve its intended return on such acquisitions or investments.

There may also be significant competition for attractive investment opportunities from other property investors, including other REITs, commercial property companies and private investment funds. Potential sellers of real estate assets may view the necessity of raising equity capital to fund an acquisition negatively and may prefer other purchasers. There is no assurance that EHT will be able to compete effectively against other property investors.

Further, the Managers may from time to time initiate asset enhancement plans for some of the Properties. There is no assurance that such plans for asset enhancement will materialise, or in the event that they do materialise, they may not achieve their desired results or may incur significant costs to EHT.

EHT may engage in hedging transactions, which can limit gains and increase exposure to losses, and not offer full protection against interest rate and exchange rate fluctuations.

EHT may enter into hedging transactions to protect itself from the effects of interest rate fluctuations on floating rate debt and exchange rate fluctuations. Hedging transactions may include entering into interest rate hedging instruments, purchasing or selling futures contracts, purchasing put and call options or entering into forward agreements. However, hedging activities may not always have the desired beneficial effect on the results of operations or financial condition of EH-REIT and/or EH-BT (as the case may be). No hedging activity can completely insulate EH-REIT or EH-BT from risks associated with changes in interest rates and exchange rates. Moreover, interest rate hedging could fail to protect EHT or adversely affect EHT because, among other things:

- the available hedging may not correspond directly with the risk for which protection is sought;
- the duration or nominal amount of the hedge may not match the duration of the related liability;
- the party owing money in the hedging transaction may default on its obligation to pay;
- the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs the ability of EH-REIT and/or EH-BT (as the case may be) to sell or assign its side of the hedging transaction; and
- the value of the derivatives used for hedging may be adjusted from time to time in accordance with accounting rules to reflect changes in fair value. Downward adjustments and the significant loss in value of hedging instruments due to a write down to fair value would reduce the NAV of EHT.

Hedging involves risks and typically involves costs, including transaction costs, which may reduce overall returns. These costs increase as the period covered by the hedging increases and during periods of rising and volatile interest rates. These costs will also limit the amount of cash available for distributions to the Stapled Securityholders. The Managers will regularly monitor the feasibility of engaging in such hedging transactions taking into account the cost of such hedging transactions.

(See “Capitalisation and Indebtedness” and “Strategy” for further details.)

RISKS RELATING TO INVESTING IN REAL ESTATE

Real estate investments may be illiquid.

Real estate investments, particularly investments in high value properties such as the Properties and those in which EHT intends to invest, are relatively illiquid. Such illiquidity may affect EHT’s ability to optimise its investment portfolio or liquidate its assets in response to changes in economic, real estate market or other conditions. For instance, EHT may be unable to sell its assets on short notice or may be forced to give a substantial reduction in price in order to achieve a quick sale. EHT may face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate due to the illiquid nature of real estate assets. These factors could have an adverse effect on EHT’s financial condition and results of operation, with a consequential adverse effect on EHT’s ability to deliver expected distributions to Stapled Securityholders.

The properties owned by EHT or a part of them may be acquired via eminent domain in whole or part or frozen by a governmental entity or other (quasi) public entity.

In the United States, federal, state, local governments and other public bodies, as well as certain quasi-public entities (such as railroads and public utility corporations), may acquire real estate in connection with the exercise of the power of eminent domain. The exercise of eminent domain may involve a formal condemnation proceeding, subject to and in accordance with legal requirements. In certain circumstances, the federal government has broad powers, which permit the seizure or freezing of foreign-owned assets. Such circumstances may include, without limitation, war, national emergencies, or other circumstances permitted under applicable law.

In the event that the compensation, if any, paid for the taking of the Property is less than the market value of the Property, such taking would have an adverse effect on the revenue of EHT and the value of its asset portfolio. There may also be a delay between the taking and the payment of compensation and/or prolonged litigation may result from the taking or an attempted taking via eminent domain, and this may also have an adverse effect on EHT cash flow position.

EHT’s ability to make distributions to Stapled Securityholders may be adversely affected by increases in property expenses and other operating expenses.

EHT’s ability to make distributions to Stapled Securityholders could be adversely affected if property expenses and other operating expenses increase (save for such expenses which EHT is not responsible for pursuant to the Master Lease Agreements) without a corresponding increase in revenue.

Factors that could increase property expenses and other operating expenses include:

- increase in property tax assessments and other statutory charges;
- change in statutory laws, regulations or government policies that increase the cost of compliance with such laws, regulations or policies;

- change in direct or indirect tax policies;
- increase in insurance premiums;
- increase in the rate of inflation; and
- defects affecting, or environmental conditions in connection with, EHT's properties that need to be rectified, leading to unforeseen capital expenditure.

The revenue earned from the Properties and the value of the Properties may be adversely affected by a number of factors.

The revenue earned from the Properties and the value of the Properties may be adversely affected by a number of factors, including, but not limited to:

- EHT's ability to collect rent from the Master Lessees on a timely basis or at all;
- the amount and extent to which EHT is required to grant rental rebates to the Master Lessees, although there are currently no rental rebates required to be granted under the Master Lease Agreements;
- defects affecting the Properties which could affect the operations of the Hotel Managers resulting in the inability of the Master Lessees to make timely payment of rent or at all;
- the Master Lessees seeking the protection of bankruptcy or insolvency laws which could result in delays in the receipt of rent payments, inability to collect rental income, or delays in the termination of the lease, or which could hinder or delay the re-letting of the space in question or the sale of the relevant property;
- terms agreed under new master leases being less favourable than those under current master leases;
- the Managers' ability to provide adequate management and maintenance or to purchase or put in place adequate insurance; and
- competition from other hotels for customers.

RISKS RELATING TO AN INVESTMENT IN THE STAPLED SECURITIES

The actual performance of EHT and the Properties could differ materially from the forward-looking statements in this Prospectus.

This Prospectus contains forward-looking statements including, among other things, the forecast and projected distribution levels for the period from the Forecast Period 2019 to the Projection Year 2020. These forward-looking statements are based on a number of assumptions which are subject to significant uncertainties and contingencies, many of which are outside EHT's control (see "Profit Forecast and Profit Projection – Assumptions" for further details).

Some or all of the events and circumstances contained in these forward-looking statements may not occur as expected, or events and circumstances which are not currently anticipated may arise. Additionally, annualised information in these forward-looking statements extrapolates financial information for a specific period across other periods in the relevant year, without taking into account the actual circumstances or facts (including seasonality) for the period covered by the extrapolation. Actual results and performances of EHT and the Properties may differ materially from that forecast or extrapolated in these forward-looking statements.

Further, while profit forecasts are prepared for Forecast Period 2019, it should be noted that the hospitality business is seasonal in nature and hence the financial performance of hospitality properties may fluctuate across different periods of the year.

EH-REIT's strategy of investing mainly in hospitality and hospitality-related assets may entail a higher level of risk compared to trusts with a more diverse range of investments.

EH-REIT is established with the principal investment strategy of investing on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality related purposes, as well as real estate-related assets in connection with the foregoing, with an initial focus on the US. A concentration of investments in a portfolio of such specific real estate assets may cause EH-REIT to be susceptible to a downturn in the real estate market as well as the global hospitality industry. In addition, given that EH-REIT is established with an initial focus on the US, a concentration of investments in a particular jurisdiction may cause EH-REIT to be susceptible to a downturn in the US hospitality or real estate market and/or the US economy.

This may lead to a decline in occupancy and room rates for the Properties and/or a decline in the capital value of EH-REIT's portfolio, which will have an adverse impact on EHT's distributions to the Stapled Securityholders and/or on the business, financial condition, results of operations and prospects of EHT.

EHT may not be able to make distributions to Stapled Securityholders or the level of distributions may fall.

The income which EH-REIT earns from its real estate investments depends upon, among other factors,

- the amount of rental income received; and
- the level of property and other operating expenses incurred.

If the investments held by EH-REIT do not generate sufficient income, EHT's cash flow and ability to make distributions to the Stapled Securityholders will be adversely affected. As such, EH-REIT is highly reliant on the continued good performance of its investments to maintain distributions, and the receipt of dividends/distributions/interest/shareholder's loan repayment (or other forms of repatriation), from the entities held by EH-REIT.

There can be no assurance that the initial distribution will be as forecast and there can be no assurance that EHT will have sufficient distributable or realised profits or surplus in any future period to make dividends distributions, pay interest, or make loan repayments. The ability of the entities held by EHT to pay dividends/distributions, make interest payments and repay shareholder's loans may be affected by a number of factors including, among other things:

- their respective businesses and financial positions;
- insufficient cash flows received from the assets;
- applicable laws and regulations, which may restrict the payment of dividends/distributions by the entities held by EHT;
- operating losses incurred by the entities held by EHT in any financial year;

- changes in accounting standards, taxation laws and regulations, laws and regulations in respect of foreign exchange repatriation of funds, corporation laws and regulations relating thereto in Singapore, Cayman Islands and the United States;
- trapped cash in the entities held by EHT (as a result of depreciation being a mandatory accounting expense under the applicable accounting standards), which cannot be effectively utilised; and
- the terms of agreements to which they are, or may become, a party.

Further changes in the applicable laws in Singapore, Cayman Islands and the United States may limit EHT's ability to pay or maintain distributions to the Stapled Securityholders. There is no assurance that the level of distributions to the Stapled Securityholders will not be adversely affected in the future. No assurance can be given as to EHT's ability to pay or maintain distributions. Neither is there any assurance that the level of distributions will increase over time, that there will be contractual increases in rent under the Master Lease Agreements or increases in the operating revenue of the Properties or that the receipt of rental or (as the case may be) operating revenue in connection with any expansion of the Properties or further acquisitions of assets will increase EHT's income available for distribution to Stapled Securityholders.

(See "Distributions" for further details.)

Sale or possible sale of a substantial number of Stapled Securities by any of the Founders and/or the Chief Executive Officer and President (following the lapse of any applicable lock-up arrangements), or the Cornerstone Investors in the public market could adversely affect the price of the Stapled Securities.

Following the Offering, EHT will have 867,888,000 issued Stapled Securities of which 16.4% of the total number of Stapled Securities in issue immediately after the Listing will be held by the wholly owned entities of the Founders and the Chief Executive Officer and President, and 16.7% of the total number of Stapled Securities in issue immediately after the Listing will be held by the Cornerstone Investors. If any of the Founders, the Chief Executive Officer and President and/or their transferees of the Stapled Securities (following the lapse of the relevant respective lock-up arrangement, or pursuant to any applicable waivers) or any of the Cornerstone Investors sells or is perceived as intending to sell a substantial amount of its Stapled Securities, the market price for the Stapled Securities could be adversely affected. (See "Plan of Distribution – Lock-up Arrangements" and "Ownership of the Stapled Securities" for further details.)

EHT may be affected by the introduction of new or revised legislation, regulations, guidelines or directives affecting Registered Business Trusts and/or REITs.

EHT may be affected by the introduction of new or revised legislation, regulations, guidelines or directives affecting business trusts registered with the MAS ("**Registered Business Trusts**") and/or REITs. There is no assurance that new or revised legislation, regulations, guidelines or directives will not adversely affect Registered Business Trusts in general, REITs in general or EHT specifically.

EH-REIT may not be able to comply with the terms of the tax exemption and Tax Ruling, or the tax exemption or the Tax Ruling may be revoked or amended.

EH-REIT has obtained the Tax Ruling from the IRAS under which the IRAS has confirmed certain Singapore income tax treatment of the distributions received by SG Corp, SG Lending Sub, EH-REIT and Stapled Securityholders.

The Tax Ruling was made based on facts presented to the IRAS and IRAS' current interpretation and application of the existing tax law and the Tax Ruling will cease to apply if:

- (a) the arrangement is materially different from the arrangement identified in the Tax Ruling application;
- (b) there was a material omission or misrepresentation in, or in connection with, the application for the Tax Ruling;
- (c) an assumption about a future event or another matter that is material to the Tax Ruling, stated either in the Tax Ruling or in the application for the Tax Ruling subsequently proves to be incorrect; or
- (d) the IRAS stipulates a condition in the Tax Ruling that is not satisfied.

The Tax Ruling does not shelter EH-REIT from any future changes in the tax laws that may have a direct impact on the Tax Ruling. Where a provision of the Income Tax Act is repealed or amended, the Tax Ruling shall automatically not apply from the date of the repeal or amendment to the extent that the repeal or the amendment changes the way the provision applies in the Tax Ruling. Further, the IRAS may at any time withdraw the Tax Ruling from such date specified, by notifying EH-REIT in writing of the withdrawal and the reasons therefor.

If the Tax Ruling is withdrawn or amended, or if the Tax Ruling ceases to apply for any reason, for example, because the facts on which the Tax Ruling was issued are no longer applicable or if EH-REIT is unable to comply with the stipulated conditions, EH-REIT may suffer increased Singapore tax liability, which in turn could affect the amount of distributions made to Stapled Securityholders.

(See "Taxation – Singapore Taxation" and Appendix F, "Independent Taxation Report" for further details.)

EHT may suffer higher taxes if any of its directly or indirectly wholly-owned entities are treated as having a taxable presence or permanent establishment outside their place of formation or incorporation.

Currently, EHT and its directly or indirectly wholly-owned entities are not regarded as having any taxable presence or permanent establishment outside their place of formation or incorporation. If any of EHT's directly or indirectly wholly-owned entities is considered as having a taxable presence or permanent establishment outside its place of formation or incorporation, income or gains may be subject to additional taxes which may have an adverse impact on EHT's financial condition.

Foreign Stapled Securityholders may not be permitted to participate in future rights issues and preferential offerings by EHT.

The EH-REIT Trust Deed and the EH-BT Trust Deed provide that in relation to any rights issue, the Managers may, in their absolute discretion, elect not to extend an offer of the Stapled Securities under a rights issue or preferential offering to those Stapled Securityholders whose addresses, as registered with CDP, are outside of Singapore. The rights or entitlements to the Stapled Securities to which such Stapled Securityholders would have been entitled will be offered for sale and sold in such manner, at such price and on such other terms and conditions as the Managers may determine, subject to such other terms and conditions as the REIT Trustee and the Trustee-Manager may impose. The proceeds of any such sale, if successful, will be paid to the Stapled Securityholders whose rights or entitlements have been so sold, provided that where such proceeds payable to the relevant Stapled Securityholders are less than S\$10.00, the Managers

are entitled to retain such proceeds as part of the EH-REIT Deposited Property and the EH-BT Trust Property respectively. The holding of the relevant Stapled Securityholder may be diluted as a result of such non-participation or not being able to participate in any rights issue or preferential offering.

The NAV per Stapled Security may be diluted if further issues are priced below the current NAV per Stapled Security.

New Stapled Securities may be issued at a subscription price at or below the current NAV per Stapled Security. Where new Stapled Securities, including Stapled Securities which may be issued to the REIT Manager and/or the Trustee-Manager's management fees, are issued at less than the current NAV per Stapled Security, the NAV of each existing Stapled Security will be diluted.

Market and economic conditions may affect the market price and demand for the Stapled Securities.

Movements in domestic and international securities markets, economic conditions, foreign exchange rates and interest rates may affect the market price of and demand for the Stapled Securities.

An increase in market interest rates may have an adverse impact on the market price of the Stapled Securities to the extent that it reduces the distributions paid to Stapled Securityholders and results in lower return for investors compared to other investments.

The price of the Stapled Securities may decline after the Offering.

The Offering Price of the Stapled Securities has been determined by agreement between the Managers and the Joint Bookrunners. The Offering Price may not be indicative of the market price for the Stapled Securities upon the completion of the Offering. The Stapled Securities may trade at prices significantly below the Offering Price after the Offering. The trading price of the Stapled Securities will depend on many factors, including:

- the perceived prospects of the business and investments of EH-REIT and EH-BT (if any) and the hospitality industry and hospitality-related real estate markets in the US;
- differences between the actual financial and operating results of EHT and those expected by investors and analysts;
- changes in analysts' recommendations or projection;
- changes in general economic or market conditions;
- broad market fluctuations, including weakness of the equity market and increases in interest rates;
- the market value of the assets of EHT;
- the perceived attractiveness of the Stapled Securities against those of other equity or debt securities, including those not in the real estate sector;
- the balance of buyers and sellers of the Stapled Securities;
- the future size and liquidity of the Singapore REIT and business trust market;

- any changes from time to time to the regulatory system, including the tax system, both generally and specifically in relation to Singapore REITs and business trusts; and
- the ability on the part of EH-REIT to implement successfully its investment and growth strategies.

For these reasons, among others, the Stapled Securities may trade at prices that are higher or lower than the NAV per Stapled Security. To the extent that EH-REIT retains operating cash flow for investment purposes, working capital requirements or other purposes, these retained funds, while increasing the value of its underlying assets, may not correspondingly increase the market price of the Stapled Securities. Any failure on the part of EHT to meet market expectations with regard to future earnings and cash distributions may adversely affect the market price for the Stapled Securities.

In addition, the Stapled Securities are not capital-safe products. There is no guarantee that Stapled Securityholders can realise a higher amount or even the principal amount of their investment. If EHT, EH-REIT or EH-BT is terminated or liquidated, it is possible that investors may lose all or a part of their investment in the Stapled Securities.

The Stapled Securities have never been publicly traded and the listing of the Stapled Securities on the Main Board of the SGX-ST may not result in an active or liquid market for the Stapled Securities.

There is no public market for the Stapled Securities prior to the Offering and an active public market for the Stapled Securities may not develop or be sustained after the Offering. While a letter of eligibility from the SGX-ST for the listing and quotation of the Stapled Securities on the Main Board of the SGX-ST has been received, listing and quotation does not guarantee that a trading market for the Stapled Securities will develop or, if a market does develop, the liquidity of that market for the Stapled Securities. Prospective Stapled Securityholders should view the Stapled Securities as illiquid and must be prepared to hold their Stapled Securities for an indefinite length of time.

Although it is currently intended that the Stapled Securities will remain listed on the SGX-ST, there is no guarantee of the continued listing of the Stapled Securities. Among other factors, EHT may not continue to satisfy the listing requirements of the SGX-ST.

Certain provisions of the Singapore Code on Take-overs and Mergers (the “Take-over Code”) could have the effect of discouraging, delaying or preventing a merger or acquisition which could adversely affect the market price of the Stapled Securities.

Under the Take-over Code, an entity is required to make a mandatory offer for all the Stapled Securities not already held by it and/or parties acting in concert with it (as defined in the Take-over Code) in the event that an increase in the aggregate holdings of Stapled Securities of it and/or parties acting in concert with it results in the aggregate holdings of Stapled Securities crossing certain specified thresholds.

While the Take-over Code seeks to ensure an equality of treatment among the Stapled Securityholders, its provisions could substantially impede the ability of Stapled Securityholders to benefit from a change in control and, as a result, may adversely affect the market price of the Stapled Securities and the ability to realise any potential change of control premium.

Neither the REIT Manager nor the Trustee-Manager is obliged to redeem the Stapled Securities.

Stapled Securityholders have no right to request either the REIT Manager or the Trustee-Manager to redeem their Stapled Securities (while the Stapled Securities are listed on the SGX-ST. It is intended that Stapled Securityholders may only deal in their listed Stapled Securities through trading on the SGX-ST.

Third parties may be unable to recover claims brought against the Managers as the Managers are not entities with significant assets.

Third parties, in particular, Stapled Securityholders, may in future have claims against the Managers in connection with the carrying on of their respective duties as manager of EH-REIT and trustee-manager of EH-BT (including in relation to the Offering and this Prospectus).

Under the terms of the EH-REIT Trust Deed, the REIT Manager is indemnified from the EH-REIT Deposited Property against any actions, costs, claims, damages, expenses or demands to which it may be put as the manager of EH-REIT unless occasioned by the fraud, gross negligence, wilful default or breach of the EH-REIT Trust Deed or the failure to show the degree of diligence and care required of it having regard to the provisions of the EH-REIT Trust Deed by the REIT Manager. In the event of any such fraud, gross negligence, wilful default or breach or failure to show the degree of diligence and care required having regard to the provisions of the EH-REIT Trust Deed, only the assets of the REIT Manager itself and not the EH-REIT Deposited Property would be available to satisfy a claim.

Under the terms of the EH-BT Trust Deed, the Trustee-Manager is indemnified from the EH-BT Trust Property against any actions, costs, claims, damages, expenses or demands to which it may be put as the trustee-manager of EH-BT unless occasioned by the fraud, gross negligence, wilful default, breach of trust or where the Trustee-Manager fails to exercise the degree of care and diligence required of a trustee-manager of a registered business trust under the BTA (“**Due Care**”). In the event of any such fraud, gross negligence, wilful default, breach of trust or failure to exercise Due Care, only the assets of the Trustee-Manager itself and not the EH-BT Trust Property would be available to satisfy a claim.

Activities carried out by EH-BT may affect the returns of EHT.

As at the Listing Date, EH-BT will be dormant. It will, however, become active if EH-REIT is unable to appoint a Master Lessee for any of the Properties in its Initial Portfolio at the expiry of the relevant Master Lease Agreement or for a hospitality property newly acquired by EH-REIT. In such circumstances, EH-BT will be appointed by EH-REIT as a Master Lessee for that Property, and EH-BT will in turn appoint a Hotel Manager to manage the day-to-day operations and marketing of the hospitality property. EH-BT exists primarily as a “master lessee of last resort”.

EH-BT may also become active if it undertakes certain hospitality and hospitality-related development projects, acquisitions and investments which may be unsuitable for EH-REIT. In this regard, EH-BT will generally be considered to be active in the event that it carries out on any business activity other than:

- activities which EH-BT is required to carry out under any applicable law, regulation, rule or directive of any agency, regulatory or supervisory body;
- the lending or use of the initial working capital raised from the Offering; and
- equity fund-raising activities and issue of new EH-BT Units carried out in conjunction with EH-REIT which are solely for the purposes of funding EH-REIT’s business activities.

When EH-BT becomes active, it will face additional risks including, but not limited to, material losses suffered as a result of business or commercial risks, downturns in the relevant economies or markets, a lack of demand for its products and services and an inability to compete effectively against other competitors. Should EH-BT suffer losses, or should its relative returns based on criteria such as capital or equity employed be lower than that of EH-REIT, the returns of EHT may be adversely affected since such returns comprise an aggregate of returns from both EH-REIT and EH-BT. Such risks will be different from the risk profile of EHT as at the Listing Date, which is essentially that of a property owner deriving mainly rental income from the Master Lessees.

EHT's distribution policy may cause EHT to face liquidity constraints.

If EH-REIT's Annual Distributable Income is greater than its cash flow from operations, there may be liquidity constraints and it may have to borrow to meet on-going cash flow requirements in order to distribute at least 90.0% of its Annual Distributable Income since it may not have any reserves to draw on. EH-REIT's ability to borrow is, however, limited by the Property Funds Appendix. Should EH-BT be active and profitable, the declaration and payment of distributions by EH-BT will be at the sole discretion of the Trustee-Manager Board. EH-BT is not compulsorily required to make any distributions to Stapled Securityholders. If any such distributions are made to Stapled Securityholders, EH-BT may have to borrow in order to meet outgoing cash flow requirements.

The Stapled Securities may be subsequently unstapled and the structure of EHT may be undermined.

The Stapled Securities may be unstapled for various reasons as set out in the Stapling Deed. In particular, the Stapled Securityholders may, for various reasons, after the Listing Date, decide that the Stapled Securities should be unstapled, subject to the Stapling Deed, the EH-REIT Trust Deed, the EH-BT Trust Deed and any relevant legislation. In the event that the unstapling of a EH-REIT Unit to a EH-BT Unit (the "**Unstapling**") should occur, the structure of EHT may be undermined and there may be ramifications and adverse effects to Stapled Securityholders. As the letter of eligibility issued by the SGX-ST to EHT for the listing and quotation on the Main Board of the SGX-ST is in relation to the Stapled Securities and does not extend to the listing and quotation of the individual components of the Stapled Securities, being EH-REIT Units and EH-BT Units, upon Unstapling, the Stapled Securities will be de-listed from the SGX-ST. As a result, investors' ability to liquidate their investments in EH-REIT Units and/or EH-BT Units in response to changes in economic, real estate market or other conditions may be adversely affected and the realisable value of EH-REIT Units and EH-BT Units may be less than their fair values.

(See "The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EHT – Unstapling" for further details.)

RISKS RELATING TO THE STRUCTURE OF EHT

There are limitations on the ownership of Stapled Securities as well as certain documentation for non-U.S. persons to enjoy the Portfolio Interest Exemption.

Non-U.S. Stapled Securityholders should comply with the Portfolio Interest Exemption Limit, that is, they should not directly or indirectly own 10% or more of the outstanding Stapled Securities, in order for them to be able to claim the Portfolio Interest Exemption. This is necessary to ensure that the interest paid to Cayman Corp 1 by US Corp pursuant to intercompany loans from Cayman Corp 1 to US Corp qualifies for favourable tax treatment under the Portfolio Interest Exemption.

Any non-U.S. person who wishes to hold an interest in EHT greater than the Portfolio Interest Exemption Limit may do so but will be subject to 30% US withholding tax on their distributive share of the interest payments from US Corp to Cayman Corp 1. This tax will be remitted by EH-REIT on their behalf and will accordingly reduce the distributions from EHT to which such persons would otherwise be entitled.

Non-U.S. Stapled Securityholders who, directly or indirectly own less than 10% of the outstanding Stapled Securities, are also required to comply with certain documentation requirements in order to be exempted from withholding tax under the IRC, including under FATCA. Specifically, non-U.S. Stapled Securityholders must establish their status for FATCA purposes and their eligibility for the Portfolio Interest Exemption by providing an applicable IRS Form W-8 and such other certification or other information related to FATCA that is requested from time to time. If any non-U.S. Stapled Securityholder exceeds the Portfolio Interest Exemption Limit and/or fails to provide or to update relevant information necessary for compliance with U.S. tax withholding requirements, including FATCA, or provide inaccurate, incomplete or false information, distributions payable by the Stapled Trust to such non-U.S. Stapled Securityholders will be subject to 30% US withholding tax on their distributive share of the interest payments from the US Corp to the Cayman Corp 1.

Any amounts withheld whether due to exceeding the Portfolio Interest Exemption Limit and/or failure to submit the relevant documentation, will be remitted by the EH-REIT on behalf of such Stapled Securityholders to the IRS and will accordingly reduce the distributions from the Stapled Trust to which such persons would otherwise be entitled.

Investors should note that the Portfolio Interest Exemption Limit is computed pursuant to the rules of the United States Internal Revenue Code of 1986, as amended (the "IRC") which includes rules relating to Constructive Ownership (through the application of Section 318(a) of the IRC, as modified by Section 871(h)(3)(C) of the IRC) which could be different from interests in Stapled Securities as determined pursuant to the SFA. Stapled Securityholders should consult their own legal and tax advisers regarding the application of the rules of the IRC in relation to their ability to claim the Portfolio Interest Exemption.

Interest payments from US Corp to Cayman Corp 1 may be subject to U.S. withholding.

Interest payments from US Corp to Cayman Corp 1 attributable to the loans from Cayman Corp 1 are expected to qualify as "portfolio interest" and thus not be subject to U.S. federal income tax or withholding tax. However, in order for a Stapled Securityholder's proportional share of interest payments to qualify as "portfolio interest" for U.S. federal income tax purposes, that Stapled Securityholder must meet specified requirements, including providing a properly completed and validly executed applicable IRS Form W-8 and the certificates set forth in Appendix I. Further, the IRS has broad authority to recharacterise or adjust interest payments between related persons. If interest does not qualify as portfolio interest, is recharacterised by the IRS, or is adjusted by the IRS, additional U.S. withholding taxes may apply, which would adversely impact cash available for distribution to Stapled Securityholders. (See "Important Notice Regarding the Ownership of Stapled Securities – Distributions will be reduced if a Stapled Securityholder does not submit required U.S. tax forms and documentation" for further details.)

EHT may be treated as engaging in a U.S. trade or business and Stapled Securityholders may become subject to U.S. taxation.

EHT is organised under the laws of Singapore and intends to operate in a manner that will not cause it to be treated as engaging in a United States trade or business or cause Stapled Securityholders to be subject to United States federal income taxation on its net income. However, because there are no definitive standards provided by the IRC, United States Treasury regulations or court decisions as to the specific activities that constitute being engaged in the conduct of a trade or business within the United States, and as any such determination is essentially factual in nature, there can be no assurance that the IRS will not successfully assert that EHT is engaged

in a trade or business in the United States. Further, the IRS will not issue private rulings on whether an entity is engaged in the conduct of a trade or business within the United States. If EHT is treated as engaging in a U.S. trade or business, each Stapled Securityholder will be treated under the IRC as being engaged in that trade or business. In such case, Stapled Securityholders may have an obligation to file a U.S. federal income tax return and may be subject to U.S. taxation on distributions attributable to interest payments from US Corp to Cayman Corp 1 as well as their distributive shares of any other income of EHT (whether or not distributed) that is effectively connected with the U.S. trade or business. If Stapled Securityholders are subject to U.S. taxation, it may lead to a reduction in distributions received.

Changes in taxation legislation, administrative guidance, practice, regulations, any disagreement as to the interpretation thereof, and/or any tax ruling ceasing to apply, may adversely affect EHT, its subsidiaries, Stapled Securityholders and/or the Managers (and its owners).

Any change in the taxation legislation, administrative guidance, practice, regulations, any disagreement as to the interpretation thereof, that applies to EHT and/or any of its direct and indirect subsidiaries (the “**Group**”), and/or any tax ruling applicable to the Group ceasing to apply, could result in additional tax liability for EHT, its subsidiaries, Stapled Securityholders and/or the Managers (and its owners).

Any change in the tax status of the Group, or change in taxation legislation, administrative guidance, or regulation (or any disagreement as to the interpretation thereof) that applies to the Group, could adversely affect the distributions paid by the Group.

In addition, any such tax changes could adversely affect the value of the Group’s investments, and/or increase the U.S. and non-U.S. tax liabilities of the Group and/or affect the Group’s ability to achieve its investment objectives. Such changes could have a significant negative impact on EHT, its Stapled Securityholders and/or the Managers (and its owners).

For example, on 20 December 2018, the IRS released new proposed regulations under Section 267A (the “**267A Proposed Regulations**”) denying a US payor interest deductions for certain interest payments to related parties pursuant to a hybrid transaction. The Cayman structure is intended to meet the requirements for deductibility under the 267A Proposed Regulations. The 267A Proposed Regulations have not been finalised and, although not expected, it is possible that subsequent interpretations of these regulations or the finalised regulations will result in the Cayman Structure no longer meeting the requirements for deductibility. (See Appendix F, “Independent Taxation Report – United States Taxation – Taxation of US Corp” and “United States Taxation Report – Taxation of US Corp”).

Further, the Treasury Department and the IRS issued proposed regulations on Section 163(j), as amended by the Tax Cuts and Jobs Act, on 26 November 2018. The proposed regulations provide guidance on certain definitional and structural matters but reserve on a number of issues. such as the definition of what constitutes a “real property rental” business for this purpose. As such, although US Corp is currently not expected to be precluded from making a real property trade or business election for section 163(j) purposes, this is however subject to any clarification issued in the future by the Treasury Department and the IRS.

If the finalised regulations results in the non-deductibility of any interest payments by EHT’s subsidiaries, the Group may face material U.S. and/or non-U.S. tax payments and other costs, and may be required to engage in further restructuring at significant additional costs (including costs incurred on an on-going basis). Such finalised regulations may also potentially render restructuring to preserve the deductibility of interest payments by EHT’s subsidiaries impossible, resulting in significant economic impairment to the structure. All such additional tax and/or costs would potentially have a material adverse effect on the Group’s financial condition, cash flows and results of operations.

Future guidance in relation to the new Section 163(j) of the US Internal Revenue Code may limit US Corp's interest deductions.

Section 163(j) of the IRC, which came into effect on 1 January 2018, limits business interest deductions to 30% of adjusted taxable income. There is an exception to this limitation for an "electing real property trade or business". Eligible businesses include real property development, redevelopment, construction, reconstruction, acquisition, conversion, rental, operation, management, leasing, or brokerage trades or businesses. US Corp intends to be an electing real property trade or business. Future guidance may affect US Corp's ability to make this election and may limit US Corp's ability to take interest deductions. Such a limitation may increase the taxable income and tax liability of US Corp and hence reduce distributions to be made by EH-REIT.

Entities operating in Singapore, the United States and Cayman Islands are subject to a variety of taxes and changes in legislation or the rules relating to such tax regimes could materially and adversely affect EHT's business, prospects and results of operations.

The income and gains derived by EHT, directly or indirectly, from its Properties may be exposed to various types of taxes in Singapore, the US and Cayman Islands. These include but are not limited to income tax, withholding tax, capital gains tax, property taxes and other taxes specifically imposed for the ownership of such assets (see "Taxation" and Appendix F, "Independent Taxation Report").

The governments of each of Singapore, the United States or Cayman Islands may in the future amend the tax legislation or rules, regulations, guidelines and practice relating to taxation with either prospective or retroactive effect and this may affect the overall tax liabilities of the Singapore, U.S. or Cayman Islands entities, respectively, in the EHT Group and result in significant additional taxes becoming payable by such entities. Such additional tax exposure could have a material adverse effect on EHT Group's business, financial condition, cash flows and results of operations and consequentially may have a material adverse impact on distributions to be made by EHT. While the Managers intend to manage the taxation in Singapore, the US and Cayman Islands efficiently, there can be no assurance that the desired tax outcome will necessarily be achieved. In addition, the level of taxation in Singapore, the US and Cayman Islands is subject to changes in laws and regulations and such changes, if any, may lead to an increase in tax rates or the introduction of new taxes. All these factors may adversely affect the level of distributions paid to Stapled Securityholders.

RISKS RELATING TO SINGAPORE AND THE UNITED STATES

EHT may be exposed to risks associated with exchange rate fluctuations and changes in foreign exchange regulations.

The revenue received from the Properties is in U.S. dollars. A portion of these U.S. dollars will have to be converted into Singapore dollars to settle expenses in Singapore dollars at EHT's level and for the distribution payments from EHT to Stapled Securityholders, except those Stapled Securityholders who elect to receive their distributions in U.S. dollars. Accordingly, EHT is exposed to risks associated with exchange rate fluctuations which may adversely affect EHT's results of operations.

The value of U.S. dollar against other currencies fluctuates and is affected by changes in the United States and international political and economic conditions and by many other factors.

The value of the distributions received by a Stapled Securityholder may be adversely affected by fluctuations in the exchange rates between U.S. dollars, the Singapore dollar and any other currencies which may be adopted from time to time. Significant fluctuations in the exchange rates between such currencies will also, among other things, affect the NAV of the Stapled Securities

and the foreign currency value of the proceeds which a Stapled Securityholder would receive upon sale of the Stapled Securities in Singapore. In addition, the forecast and projected yields and yield growth of EHT are calculated based on assumed exchange rates as set out in this Prospectus. As such, there can be no guarantee that EHT will achieve such forecast and projected yields and yield growth should there be differences between the actual and assumed exchange rates. (See “Distributions” and “Exchange Rate Information and Exchange Controls” for further details.)

EHT may be exposed to risks associated with changes to laws and policies in Singapore and the United States.

EHT will initially be investing, directly or indirectly, in properties located in the US. It will therefore be subject to foreign real estate laws, securities laws, tax laws, any applicable laws and related policies including policies relating to foreign exchange, and any unexpected changes to the same. There can be no assurance that EHT’s investments will not be negatively impacted as a result of measures and policies adopted by the relevant foreign governments and authorities at the state, local, federal and national levels, including the imposition of foreign exchange restrictions. There can also be no assurance that EHT will be able to repatriate the income and gains derived from its investments and other assets in the US to Singapore. It may also be difficult to obtain legal protection and recourse in the US.

The laws and regulations in Singapore and/or the United States and the International Financial Reporting Standards (“IFRS”) may change.

EHT is a stapled trust constituted in Singapore and the Properties are located in the United States. The laws, regulations (including tax laws and regulations in Singapore and/or the United States) and the IFRS are subject to change. New laws and regulations may also be introduced in these jurisdictions.

As a result, the financial statements of EHT may be affected by the introduction of such revised accounting standards. The extent and timing of these changes in accounting standards are unknown and subject to confirmation by the relevant authorities.

There is no assurance that these changes will not:

- have a significant impact on the presentation of EHT’s financial statements;
- have a significant impact on EHT’s results of operations;
- have an adverse effect on the ability of EHT to make distributions to Stapled Securityholders;
- have an adverse effect on the ability of the Managers to carry out EHT’s investment mandate; and/or
- have an adverse effect on the business, financial condition, results of operations and prospects of EHT.

USE OF PROCEEDS

ISSUE PROCEEDS

The Managers intend to raise gross proceeds of US\$565.8 million (based on the Offering Price) from the Offering and the issuance of the Cornerstone Stapled Securities, and taking into account the amount attributable to the Sponsor Stapled Securities.

The total cash proceeds raised from the Offering, the issuance of the Cornerstone Stapled Securities, as well as the amount drawn down and/or assumed under the New Term Loan Facilities, the Unsecured Loan and the ASAP Mortgage Loans (collectively, the "**EH-REIT Debt Facilities**") will be used towards the following:

- payment to the Vendors for the purchase price of the Initial Portfolio;
- payment of the related acquisition costs of the Initial Portfolio;
- payment of issue and debt-related costs; and
- working capital.

The following table, included for the purpose of illustration, sets out the intended sources and applications of the total proceeds from the Offering, the Cornerstone Stapled Securities as well as the amount to be drawn and/or assumed under the EH-REIT Debt Facilities and the issuance of the Consideration Stapled Securities (the "**Total Issue Proceeds**") based on the Offering Price.

As at the Listing Date, EH-BT will be dormant and will only require minimal working capital.

Based on the Offering Price, assuming that the Over-Allotment Option is fully exercised:

Source	Amount (US\$'000)	Application	Amount (US\$'000)	As a dollar amount for each US\$ of the Total Issue Proceeds
Offering	482,084	Aggregate Purchase Consideration ⁽¹⁾	1,111,649	0.94
Consideration Stapled Securities	81,869	Transaction costs ⁽²⁾	49,234	0.04
Cornerstone Stapled Securities	112,999	Working capital ⁽³⁾	23,600	0.02
EH-REIT Debt Facilities	507,530			
TOTAL	1,184,483	TOTAL	1,184,483	1.0

Notes:

- (1) The proceeds from the Offering and the issuance of the Cornerstone Stapled Securities allocated to Purchase Consideration for the acquisition of the Initial Portfolio will be used to repay the Joint Bookrunners who had pre-funded the acquisition of the Initial Portfolio (including certain transaction costs and working capital). Due to the mechanisms for the settlement of the acquisition, the Purchase Consideration for such acquisition would need to be released a few days prior to the settlement for the Vendors to be able to receive the Purchase Consideration on the date of completion of the acquisition.

- (2) Transaction costs include expenses incurred in relation to the acquisition of the Properties, the Offering, the issue of the Cornerstone Stapled Securities, putting in place and/or assumption of the EH-REIT Debt Facilities, where appropriate. Transaction costs for the acquisition of the Properties include the real estate transfer tax. (See "Overview of Relevant Laws and Regulations in the United States – Relevant Laws and Regulations in the United States – Transfer Taxes" for further details.)
- (3) Includes US\$16.6 million under CPDG Reserve.

LIQUIDITY

As at the Listing Date, EHT will have a working capital of approximately US\$7.0 million, of which US\$1.0 million will be utilised to pay for the existing working capital assumed as part of the Initial Portfolio. The Managers believe that this working capital, in addition to the expected cash flow from operations will be sufficient for EHT's working capital requirements over the next 12 months following the Listing Date.

OWNERSHIP OF THE STAPLED SECURITIES

EXISTING STAPLED SECURITIES

On 11 April 2019, one EH-REIT Unit and one EH-BT Unit were issued to SPV1 and one EH-REIT Unit and one EH-BT Unit were issued to SPV4. The issue price of each EH-REIT Unit and each EH-BT Unit was US\$1.00. No other EH-REIT Units or EH-BT Units have been issued. On 11 April 2019, the REIT Manager, the REIT Trustee and the Trustee-Manager entered into the Stapling Deed. Each EH-REIT Unit and each EH-BT Unit is stapled to each other and constitutes a Sponsor Initial Stapled Security.

STAPLED SECURITIES TO BE ISSUED TO THE FOUNDERS

On the Listing Date, separate from the Offering, the Vendors, will receive 142,459,998 Consideration Stapled Securities, in satisfaction of the purchase consideration for the USHI Portfolio and the ASAP6 Portfolio and will direct the Consideration Stapled Securities to be issued as follows: (i) 37,500,000 Consideration Stapled Securities to be issued to SPV1, 1,886,000 Consideration Stapled Securities to be issued to SPV2 and 26,715,999 Consideration Stapled Securities to be issued to SPV3, each of which is wholly owned by Howard Wu, and (ii) 66,101,999 Consideration Stapled Securities to be issued to SPV4, which is wholly owned by Taylor Woods.

STAPLED SECURITIES TO BE ISSUED TO THE CHIEF EXECUTIVE OFFICER AND PRESIDENT

In addition, the Founders have agreed with the Chief Executive Officer and President, Salvatore G. Takoushian that on the Listing Date, 10,256,000 Stapled Securities of the Consideration Stapled Securities will be issued to SPV5, which is wholly owned by the Executive Director and Chief Executive Officer and President of the Managers, Salvatore G. Takoushian, as part of his remuneration package. See "Management and Corporate Governance – Remuneration of the Chief Executive Officer and President" for more details.

PRINCIPAL STAPLED SECURITYHOLDERS AND THEIR HOLDINGS

The total number of Stapled Securities in issue immediately after the completion of the Offering will be 867,888,000 Stapled Securities.

The following table sets out the principal Stapled Securityholders and their holdings after the Offering and the issuance of the Cornerstone Stapled Securities:

	Stapled Securities in issue as at the date of this Prospectus (%)	Stapled Securities in issue after the Offering (assuming that the Over-Allotment Option is not exercised)		Stapled Securities in issue after the Offering (assuming that the Over-Allotment Option is fully exercised)	
		('000)	(%)	('000)	(%)
Howard Wu	1	66,102	7.6%	28,602	3.3%
Taylor Woods	1	66,102	7.6%	66,102	7.6%
Salvatore G. Takoushian	-	10,256	1.2%	10,256	1.2%
Cornerstone Investors - DBS Bank Ltd. - DBS Bank Ltd. (on behalf of certain wealth management clients) - Gold Pot Developments Limited - Ji Qi	-	144,870	16.7%	144,870	16.7%
Public and Institutional Investors	-	580,558	66.9%	618,058	71.2%
TOTAL	2	867,888	100.0%	867,888	100.0%

LOCK-UPS

Each of the Founders, Salvatore G. Takoushian, SPV1, SPV2, SPV3, SPV4 and SPV5 have each agreed to (i) a lock-up arrangement during the First Lock-up Period in respect of their respective effective interest in the Lock-up Stapled Securities and (ii) a lock-up arrangement during the Second Lock-up Period in respect of their respective effective interest in 50.0% of the relevant Lock-up Stapled Securities, subject to certain exceptions.

The Managers have also undertaken not to offer, issue or contract to issue any Stapled Securities, and the making of any announcements in connection with any of the foregoing transactions, during the Lock-up Period, subject to certain exceptions.

(See “Plan of Distribution – Lock-up Arrangements” for further details.)

SUBSCRIPTION BY THE CORNERSTONE INVESTORS

In addition, concurrently with, but separate from the Offering, each of the Cornerstone Investors has entered into a subscription agreement to subscribe for an aggregate of 144,870,000 Stapled Securities at the Offering Price conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

Information on the Cornerstone Investors

DBS Bank Ltd.

DBS is a leading financial services group in Asia, with over 280 branches across 18 markets. Headquartered and listed in Singapore, DBS has a growing presence in the three key Asian axes of growth: Greater China, Southeast Asia and South Asia. The bank’s “AA-” and “Aa1” credit ratings are among the highest in the world.

Recognised for its global leadership, DBS has been named “Global Bank of the Year” by The Banker and “Best Bank in the World” by Global Finance. The bank is at the forefront of leveraging digital technology to shape the future of banking, having been named “World’s Best Digital Bank” by Euromoney. In addition, DBS has been accorded the “Safest Bank in Asia” award by Global Finance for ten consecutive years from 2009 to 2018.

DBS provides a full range of services in consumer, SME and corporate banking. As a bank born and bred in Asia, DBS understands the intricacies of doing business in the region’s most dynamic markets. DBS is committed to building lasting relationships with customers, and positively impacting communities through supporting social enterprises, as it banks the Asian way. It has also established a SGD 50 million foundation to strengthen its corporate social responsibility efforts in Singapore and across Asia.

With its extensive network of operations in Asia and emphasis on engaging and empowering its staff, DBS presents exciting career opportunities. The bank acknowledges the passion, commitment and can-do spirit in all of its 26,000 staff, representing over 40 nationalities.

DBS Bank Ltd. (on behalf of certain wealth management clients)

DBS is a leading financial services group in Asia with a presence in 18 markets. Headquartered and listed in Singapore, DBS is in the three key Asian axes of growth: Greater China, Southeast Asia and South Asia. The bank’s “AA-” and “Aa1” credit ratings are among the highest in the world.

Recognised for its global leadership, DBS has been named “Global Bank of the Year” by The Banker and “Best Bank in the World” by Global Finance. The bank is at the forefront of leveraging digital technology to shape the future of banking, having been named “World’s Best Digital Bank”

by Euromoney. In addition, DBS has been accorded the “Safest Bank in Asia” award by Global Finance for ten consecutive years from 2009 to 2018.

In 2018, DBS Private Bank was also awarded “Best Private Bank in Asia Pacific” by Global Finance and “Best Private Bank for Innovation” by PWM/The Banker, cementing its position as a leading wealth manager in Asia. DBS has SGD 220 billion in wealth assets under management as of FY2018.

The bank has entered into the cornerstone subscription agreement, on behalf of certain of its wealth management clients, to subscribe for the Stapled Securities. The Stapled Securities will be held in custody by DBS Nominees (Pte) Ltd, on behalf of such clients. DBS Nominees (Pte) Ltd acts as a custodian for these Stapled Securities and neither DBS Nominees (Pte) Ltd nor DBS Bank Ltd. has any beneficial interest in the Stapled Securities allotted under the cornerstone subscription agreement.

Gold Pot Developments Limited

Gold Pot Developments Limited is a multi-asset family fund that focuses on global investments and other stable assets.

Ji Qi

Mr Ji Qi is the founder and executive chairman of hotel chain Huazhu Group which he owns 37%. Huazhu Group listed on Nasdaq is one of China’s biggest multi-brand hotel chain management groups which was known as China Lodging Group until June 2018. Huazhou Group operates some 3,800 hotels in China under a variety of brands, with a focus on the budget and midscale segments. Mr Ji Qi also co-founded Ctrip.com International, Ltd., or Ctrip.com, one of the largest online travel services provider in China, and currently serves on Ctrip.com’s board as an independent director.

SUBSCRIPTION BY THE REIT MANAGER DIRECTORS AND THE TRUSTEE-MANAGER DIRECTORS

The directors of the REIT Manager (the “**REIT Manager Directors**”) and the directors of the Trustee-Manager (the “**Trustee-Manager Directors**”) may subscribe for the Stapled Securities under the Public Offer and/or the Placement Tranche. Save for the REIT Manager’s and the Trustee-Manager’s respective internal policies, which prohibit the REIT Manager Directors and the Trustee-Manager Directors from dealing in the Stapled Securities at certain times, there are no restrictions on the REIT Manager’s Directors or the Trustee-Manager’s Directors disposing of or transferring all or any part of their holdings.

To the Manager’s knowledge, as at the Latest Practicable Date, save as disclosed herein, none of the REIT Manager Directors, Trustee-Manager Directors and key executive officers of the Managers intends to subscribe for the Stapled Securities.

(See “Management and Corporate Governance – EH-REIT – Dealings in Stapled Securities or, as the case may be, EH-REIT Units” and “Management and Corporate Governance – EH-BT – Dealings in Stapled Securities or, as the case may be, EH-BT Units” for further details.)

SUBSCRIPTION FOR MORE THAN 5.0% OF THE STAPLED SECURITIES

To the Managers' knowledge, as at the Latest Practicable Date, save as disclosed below, no person intends to subscribe for more than 5.0% of the Stapled Securities in the Offering. However, through a book-building process to assess market demand for the Stapled Securities, there may be person(s) who may indicate his or her interest to subscribe for and/or purchase more than 5.0% of the Stapled Securities in the Offering. No Stapled Securities shall be allotted on the basis of this Prospectus later than six months after the date of registration of this Prospectus by the Authority.

To the Managers' knowledge, each of Claydon Hill Investments Ltd and Compass Cove Assets Limited intend to subscribe for more than 5.0% of the Stapled Securities in the Offering, and subject to allocations under the Placement Tranche, each of Claydon Hill Investments Ltd, Compass Cove Assets Limited and Mr Qian Jianrong¹ may become a Substantial Stapled Securityholder of EHT, in which case they would be subject to the relevant reporting requirements within the prescribed time limits pursuant to the SFA.

OPTIONS ON STAPLED SECURITIES

No option to subscribe for the Stapled Securities has been granted to any of the Directors or to the Chief Executive Officer and President or any other key executive officers of the Managers.

¹ To the Managers' knowledge, Mr Qian Jianrong will not be subscribing for more than 5.0% of the Stapled Securities in the Offering. However, he will also be subscribing for certain Cornerstone Stapled Securities through DBS Bank Ltd. (on behalf of certain wealth management clients) and may therefore become a Substantial Stapled Securityholder.

DISTRIBUTIONS

It should be noted that the total distributions available to Stapled Securityholders is an aggregate of the distributions from EH-REIT and EH-BT, and is thus dependent on the financial performance of EH-REIT and EH-BT respectively, instead of the consolidated financial performance of EH-REIT and EH-BT.

DISTRIBUTION POLICY OF EH-REIT

EH-REIT's distribution policy is to distribute 100.0% of EH-REIT's Annual Distributable Income for the period from the Listing Date to the end of Projection Year 2020. Thereafter, EH-REIT will distribute at least 90.0% of its Annual Distributable Income for each financial year. The actual level of distribution will be determined at the REIT Manager's discretion.

The actual proportion of Annual Distributable Income distributed to Stapled Securityholders beyond the end of Projection Year 2020 may be greater than 90.0% to the extent that the REIT Manager believes it to be appropriate, having regard to EH-REIT's funding requirements, other capital management considerations and the overall stability of distributions.

For these purposes, and under the terms of the EH-REIT Trust Deed, the "**Annual Distributable Income**" for a financial year is the amount calculated by the REIT Manager (based on the audited financial statements of EH-REIT for that financial year) as representing the consolidated audited net profit after tax of EH-REIT (which includes the net profits of the SPVs held by EH-REIT for the Financial Year, to be pro-rated where applicable to the portion of EH-REIT's interest in the relevant SPV) for the financial year, as adjusted to eliminate the effects of Adjustments (as defined below). After eliminating the effects of these Adjustments, the Annual Distributable Income may be different from the net profit recorded for the relevant Financial Year.

"**Adjustments**" means adjustments which are charged or credited to the consolidated profit and loss account of EH-REIT, including the audited net profits of the SPVs held by the EH-REIT for the Financial Year to be pro-rated where applicable to the portion of the EH-REIT interest in the relevant SPV) for the relevant financial year or the relevant distribution period (as the case may be), including but not limited to (i) differences between cash and accounting gross revenue, (ii) unrealised income or loss, including property revaluation gains or losses, and provision or reversals of impairment provisions; (iii) deferred tax charges/credits; (iv) negative goodwill; (v) differences between cash and accounting finance and other costs; (vi) realised gains or losses, including gains or losses on the disposal of properties and disposal/settlement of financial instruments/assets/liabilities; (vii) the portion of the Management Fee, acquisition fee, divestment fee and development management fee that are paid or payable in the form of Stapled Securities; (viii) costs of any public or other offering of Stapled Securities or convertible instruments that are expensed but are funded by proceeds from the issuance of such Stapled Securities or convertible instruments; (ix) depreciation and amortisation in respect of the properties and their ancillary machines, equipment and other fixed assets; (x) adjustment for amortisation of rental incentives; (xi) other non-cash or timing differences related to income or expenses; (xii) differences between the audited and unaudited financial statements for the previous Financial Year; (xiii) other charges or credits (in each case from (i) to (xiii) as deemed appropriate by the REIT Manager); and (xiv) any other such adjustments as deemed appropriate by the REIT Manager.

The REIT Manager will also have the discretion to distribute any additional amounts (including capital). In determining whether to distribute additional amounts (including capital), the REIT Manager will consider a range of factors including but not limited to EH-REIT's funding requirements, its financial position, its growth strategy, compliance with relevant laws, regulations and covenants, other capital management considerations, the overall suitability of distributions and prevailing industry practice.

DISTRIBUTION POLICY OF EH-BT

As at the Listing Date, EH-BT will be dormant.

In the event that EH-BT becomes active and profitable, EH-BT's distribution policy will be to distribute as much of its income as practicable, and the determination to distribute and the quantum of distributions to be made by EH-BT will be determined by the Trustee-Manager Board at its sole discretion.

FREQUENCY OF DISTRIBUTIONS

After EHT is admitted to the Main Board of the SGX-ST, it will make distributions to Stapled Securityholders on a semi-annual basis, with the amount calculated as at 30 June and 31 December each year for the six-month period ending on each of the said dates. EHT's first distribution will be for the period from the Listing Date to 31 December 2019 and will be paid by the Managers on or before 30 March 2020. Subsequent distributions will take place on a semi-annual basis. The Managers will endeavour to pay distributions no later than 90 days after the end of each distribution period.

EHT's primary sources of liquidity for the funding of distributions, servicing of debt, payment of non-property expenses and other recurring capital expenditures will be the receipts of rental income and borrowings.

Each of the USHI LLCs will distribute cash up to USHIL Holdco which will in turn distribute cash up to US Corp. The ASAP6 Holdcos will distribute cash up to their direct holding entities, which will in turn distribute cash to the Cayman LLCs. The Cayman LLCs will in turn distribute cash to Cayman Corp 2, which will distribute cash to US Corp. US Corp will distribute cash to Cayman Corp 1 through interest payments and/or repayment of the principal in relation to the loan from Cayman Corp 1 and Cayman Corp 1 will in turn distribute cash to SG Lending Sub. US Corp will also distribute dividends and/or return capital to SG Corp. Both SG Corp and SG Lending Sub will distribute dividends up to EH-REIT. To the extent EH-REIT holds any properties acquired by EH-REIT post-Listing by the same holding structure, the abovementioned flow of funds and distributions are expected to apply. With respect to EH-BT which is currently dormant, in the event that EH-BT becomes operational in the future, any flow of funds and distributions will ultimately depend on the commercial, legal and tax considerations at that point in time.

Under the Property Funds Appendix, if the REIT Manager declares a distribution that is in excess of profits, the REIT Manager should certify, in consultation with the REIT Trustee, that it is satisfied on reasonable grounds that, immediately after making the distribution, EH-REIT will be able to fulfil, from the EH-REIT Deposited Property, the liabilities of EH-REIT as they fall due. The certification by the REIT Manager should include a description of the distribution policy and the measures and assumptions for deriving the amount available to be distributed from the EH-REIT Deposited Property. The certification should be made at the time the distribution is declared. Under the BTA, if the Trustee-Manager declares a distribution of profits, income or other payments or returns to the BT Unitholders out of the trust property, such distribution shall only be made if the Trustee-Manager Board is satisfied on reasonable grounds that, immediately after making the distribution, the Trustee-Manager will be able to fulfil, from the EH-BT Trust Property, the liabilities of EH-BT as these liabilities fall due.

DISTRIBUTION CURRENCY

Distributions will be declared in U.S. dollars. Each Stapled Securityholder will receive his distribution in Singapore dollars equivalent of the U.S. dollar distribution declared, unless he elects to receive the relevant distribution in U.S. dollars by submitting a "Distribution Election Notice" by the relevant cut-off date. For the portion of the distributions to be paid in Singapore dollars, the Managers will make the necessary arrangements to convert the distributions in

U.S. dollars into Singapore dollars, at such exchange rate as the Managers may determine, taking into consideration any premium or discount that may be relevant to the cost of exchange. CDP, the Managers or EHT shall not be liable for any loss arising from the conversion of distributions payable to Stapled Securityholders from U.S. dollars into Singapore dollars. Save for approved depository agents (acting as nominees of their customers), each Stapled Securityholder may elect to receive his entire distribution in Singapore dollars or U.S. dollars and shall not be able to elect to receive distributions in a combination of Singapore dollars and U.S. dollars.

DISTRIBUTIONS WILL BE REDUCED IF A STAPLED SECURITYHOLDER DOES NOT SUBMIT REQUIRED U.S. TAX FORMS AND DOCUMENTATION

The Foreign Account Tax Compliance Act (FATCA), was enacted by the U.S. as part of the 2010 Hiring Incentives to Restore Employment Act. FATCA requires financial institutions outside the U.S. ("**foreign financial institutions**" or "**FFIs**") to enter into an agreement with the U.S. Internal Revenue Service (the "**IRS**") ("**FFI Agreement**"), to, among other things, pass information about financial accounts held, directly or, in certain cases, indirectly, by certain U.S. persons to the IRS on an annual basis. Certain countries have entered into intergovernmental agreements ("**IGAs**") with the U.S. which allow for simplified implementation of FATCA in those jurisdictions.

Unless exemptions apply, any FFI that fails to comply with FATCA obligations under an IGA, IGA-related legislation, IGA-related guidance or the FFI Agreement, might be treated as a nonparticipating FFI, and hence, subject to a 30% withholding tax on U.S. source fixed or determinable annual or periodical income, including but not limited to interest and dividends ("**withholdable payment**"). The 30% withholding tax also applies to persons who fail to provide required information to FFIs when requested ("**recalcitrant account holders**").

The FATCA obligations imposed under an IGA, IGA-related legislation, IGA-related guidance and FFI Agreement, typically include collection of information concerning an FFI's account holders, reporting of required information on account holders that are treated as reportable to the IRS or the applicable IGA country's authority (which then exchanges the information with the IRS), and, in certain cases, withholding upon certain payments to recalcitrant account holders and nonparticipating FFIs, and/or closing of their accounts. Depending on the actual status of an FFI, there is also a requirement to register with the IRS and obtain a global intermediary identification number, or "GIIN".

On 9 December 2014, Singapore signed a Model 1 IGA with the United States (the "**U.S. – Singapore IGA**"). Subsequently, on 18 March 2015, Income Tax (International Tax Compliance Agreements) (United States of America) Regulations 2015 came into effect and provided for the implementation of FATCA obligations arising under the U.S. – Singapore IGA.

Each investor should note that they might be required to comply with certain documentation requirements under FATCA as a result of their subscription for the Stapled Securities. Specifically, each investor must establish their status for FATCA purposes by providing a properly completed and duly exercised applicable IRS Form W-9, Form W-8 (such as Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8EXP, and Form W-8IMY (or applicable successor forms)), or such other certification or other information related to FATCA.

For the avoidance of doubt, the request for submission of the aforementioned forms will be initiated by CDP, security custodians, the Managers, EH-REIT, EH-BT or EHT depending on whether subscription for the Stapled Securities by an investor is under a private placement or public offering. For example, when subscription is under a public offering and an investor opens a direct security account with CDP to acquire the Stapled Securities, information or documentation pertaining to FATCA will be requested by CDP at the account opening. A Stapled Securityholder must also provide a new properly completed and duly executed form for FATCA purposes to CDP, security custodians, the Managers, EH-REIT, EH-BT or EHT (as applicable), should there be any changes to their status, including, but not limited to, information relating to name, address,

citizenship, personal identification number or tax identification number, tax residencies, and FATCA classification, which cause the originally submitted form to be invalid, inaccurate or unreliable. If a Stapled Securityholder fails to provide or to update relevant information necessary for compliance with FATCA, or provide inaccurate, incomplete or false information, amounts payable by EHT to the Stapled Securityholder may be subject to deduction or withholding in accordance with FATCA withholding tax rules.

Additionally, CDP, security custodians, the Managers, EH-REIT, E-BT or EHT might disclose certain information relating to a Stapled Securityholder to IRAS, IRS, or other applicable tax or regulatory authorities for the purpose of compliance with FATCA. Such information may include, without limitation, confidential information such as financial information concerning the investor's ownership of the Stapled Securities, and information relating to the investor's shareholders, principals, partners, beneficial owners (direct or indirect) or controlling persons (direct or indirect).

Further, each Stapled Securityholder is deemed to acknowledge and agree that the Managers, EH-REIT, EH-BT or EHT may take such actions as it considers necessary in relation to such investor's Stapled Security holding or dividends/distribution payments to ensure that any withholding tax payable, and any related costs, interest, penalties and other losses and liabilities suffered by the Managers, EH-REIT, EH-BT or EHT or any agent, delegate, employee, director, officer, manager, member or affiliate of the foregoing persons pursuant to FATCA, arising out of or in connection with such Stapled Securityholder's FATCA status or failure to provide the requested documentation or information for FATCA compliance, is economically borne by such Stapled Securityholder.

Subject to specified limitations, Stapled Securityholders (or, in the case of a Stapled Securityholder that is not a beneficial owner of an investment in the Stapled Security, its ultimate beneficial owner(s)) will be able to credit the amount of FATCA withholding taxes withheld with respect to such Stapled Securityholders against their actual U.S. tax liability (if any) and claim a refund of any amount of such withholding tax in excess of their actual U.S. tax liability from the IRS. The preceding sentence shall not, however, apply to a Stapled Securityholder that is itself a nonparticipating FFI unless the person is entitled to a reduced rate of tax pursuant to an applicable treaty obligation of the US. In either case, such withheld amounts will not be refunded by IRAS or other applicable non-U.S. tax or regulatory authorities. The Managers, EH-REIT, EH-BT or EHT will not be obliged to assist a Stapled Securityholder in obtaining a refund for the amounts deducted or withheld under FATCA.

The FATCA withholding and documentation rules are to be applied without regard to any exemptions afforded under existing documentation and withholding requirements. The requirements of and exceptions from FATCA are complex and remain potentially subject to material changes resulting from additional regulations and other guidance from the U.S. and other jurisdictions that may pass their own laws similar to FATCA. Each investor is urged to consult their tax advisor regarding the applicability of these provisions and any other reporting requirements with respect to their own circumstances.

Likewise, this documentation is also required in order to establish your eligibility for the portfolio interest exemption which would eliminate required U.S. tax on your distribution. If a non-U.S. Stapled Securityholder does not exceed the Portfolio Interest Exemption Limit and provides all duly completed necessary documents for compliance with U.S. tax withholding requirements to the Managers which establishes their status for FATCA purposes and eligibility for the Portfolio Interest Exemption, EHT shall pay the full amount of distributions attributable to the interest payments from the US Corp to Cayman Corp 1 to such Stapled Securityholder free from withholding. In the event that the information provided to the Managers is inaccurate, incomplete or false and the distributions paid to such Stapled Securityholder should have been subject to withholding, such Stapled Securityholder shall be liable to EHT for the full amount of such withholding and EHT shall be entitled to take all available measures to recover such amount from such Stapled Securityholder.

For the avoidance of doubt, if a non-U.S. Stapled Securityholder exceeds the Portfolio Interest Exemption Limit and/or fails to provide all necessary documents as described above, only the distributions of such Stapled Securityholder shall be subject to withholding and there is no impact on the distributions of other Stapled Securityholders and EHT.

As an illustration, if EHT were to declare a distribution of 4.27 U.S. cents per Stapled Security for Forecast Period 2019 and a distribution of 6.54 U.S. cents per Stapled Security for Projection Year 2020, and assuming that such hypothetical distributions were attributed solely to interest paid by US Corp to Cayman Corp 1, the amount you would receive from such hypothetical distributions would vary depending on whether the required documentation or information is duly completed and received by EHT as follows:

No.	Documentation/Other Information	Distribution Paid
1	Duly completed, demonstrates eligibility for the Portfolio Interest Exemption, establishes FATCA status, and received by the Managers	4.27 US cents per Stapled Security (or its equivalent amount in Singapore dollars) for Forecast Period 2019, and 6.54 US cents per Stapled Security (or its equivalent in Singapore dollars) for Projection Year 2020 ⁽¹⁾
2	Failure to provide documentation or other information to the Managers or information provided to the Managers are inaccurate, incomplete or false	2.99 US cents per Stapled Security (or its equivalent amount in Singapore dollars) for Forecast Period 2019, and 4.58 US cents per Stapled Security (or its equivalent in Singapore dollars) for Projection Year 2020 ⁽¹⁾

Note:

(1) In each case, (i) based on the assumption that the distribution is attributable solely to interest paid by US Corp to Cayman Corp 1 and (ii) based on 30% withholding tax.

For the avoidance of doubt, this illustration is not based on actual projected distributions or on the actual amount of interest expected to be paid by US Corp to Cayman Corp 1.

Subject to specified limitations, the amount of any tax withheld generally will be creditable against the U.S. federal income tax liability of the beneficial owner of the Stapled Securities, and such person may file for a refund from the IRS of any amount of withheld tax in excess of that tax liability, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS. However, such withheld amounts may not be refunded by the IRAS or other applicable non-US tax or regulatory authorities. (See “Taxation – United States Taxation – FATCA” and Appendix F for further details.)

CONSIDERATIONS RELATING TO AUTOMATIC EXCHANGE OF INFORMATION/COMMON REPORTING STANDARD

Endorsed by Organisation for Economic Cooperation and Development (“**OECD**”) Council and the Global Forum for Transparency and Exchange of Information for Tax Purposes, the Common Reporting Standard (“**CRS**”) has been developed to call on regular exchange of financial account information between jurisdictions, with the objective of detecting and deterring tax evasion by taxpayers through the use of offshore accounts. It sets out the different types of in-scope accounts and taxpayers, the financial institutions (“**FIs**”) that are required to comply and report, the financial account information required to be exchanged, as well as the customer due diligence procedures to be followed by these FIs. While CRS does deviate in certain aspects from the intergovernmental

approach to FATCA reporting, it draws extensively on the FATCA reporting regime to maximise efficiency and reduce costs for implementing jurisdictions and their FIs.

More than 100 jurisdictions, including major financial centres such as United Kingdom, Hong Kong, Luxembourg and Switzerland, have endorsed the CRS. On 8 December 2016, Singapore enacted the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 ("**Singapore CRS Regulations**"), which incorporate the requirements of CRS into Singapore's domestic legislative framework and empower all Singapore FIs to put in place the necessary processes and systems to obtain financial account information starting from 1 January 2017. Under the Singapore CRS Regulations, the annual CRS reporting deadline applicable to reporting FIs in Singapore is 31 May of each calendar year. Exchange of information takes place by September annually, starting from 2018.

CDP, security custodians, the Managers, EH-REIT, EH-BT or EHT might be treated as a Financial Institution, and reporting FI ("**RFI**") as per the Singapore CRS Regulations if no exemption applies. As a result, CDP, security custodians, the Managers, EH-REIT, EH-BT or EHT might be obliged to request information and/or documentation in relation to the identity, tax residency as well as tax identification number of a Stapled Securityholder, including a self-certification form, and/or any other valid evidence of the Stapled Securityholder's CRS declaration as part of their CRS compliance. A Stapled Securityholder must agree to provide a new properly completed and duly executed form for CRS purposes to CDP, security custodians, the Managers, EH-REIT, EH-BT or EHT (as applicable), should there be any changes to their status, including, but not limited to, information relating to name, address, citizenship, personal identification number or tax identification number, tax residencies, and CRS classification, which cause the originally submitted form to be invalid, inaccurate or unreliable.

If a Stapled Securityholder's CRS status is that of a reportable person as per Singapore CRS Regulations, disclosure of information to IRAS or any equivalent authority by CDP, security custodians, the Managers, EH-REIT, EH-BT or EHT could be triggered. Information subject to reporting may include, without limitation, confidential information such as financial information concerning the Stapled Securityholder's investment, and any information relating to shareholders, principals, partners, beneficial owners (direct or indirect) or controlling persons (direct or indirect) of the Stapled Securityholder. In the event that the requested information or documentation is not provided or updated, or such information or documentation provided does not satisfy the requirements under the Singapore CRS Regulations, each investor should also note and agree that they might be treated as reportable.

There are currently no withholding tax requirements set out under CRS regime. However, there can be no assurance that IRAS or relevant authorities will not make significant changes or amendments in CRS laws or regulations that might in turn result in additional taxes to be imposed on a Stapled Securityholder's investment and/or distributions from EHT to a Stapled Securityholder. Accordingly, should there be any withholding taxes arising from future changes to the CRS laws or regulations, each Stapled Securityholder shall be deemed to agree that any withholding tax payable, and any related costs, interest, penalties and other losses and liabilities suffered by the Managers, EH-REIT, EH-BT or EHT or any agent, delegate, employee, director, officer, manager, member or affiliate of the foregoing persons pursuant to the changes, arising out of or in connection with such Stapled Securityholder's CRS status or failure to provide the requested documentation or information for CRS compliance, will ultimately be borne by the Stapled Securityholder.

EXCHANGE RATE INFORMATION AND EXCHANGE CONTROLS

EXCHANGE RATE INFORMATION

The following tables set forth, for the period from 2014 to the Latest Practicable Date, information concerning the exchange rates between Singapore dollars and U.S. dollars (in Singapore dollar per U.S. dollar). The exchange rates were based on the average between the bid and offer rates of the currency as obtained from Bloomberg L.P.. No representation is made that the U.S. dollar amounts actually represent such Singapore dollar amounts or could have been or could be converted into Singapore dollars at the rates indicated, at any other rate, or at all. The exchange rates set out below are historical rates for illustrative purposes only and no representation is made regarding any trends in exchange rates.

Period ended	Singapore dollar per U.S. dollar ⁽¹⁾		
	Average	High	Low
2014	1.27	1.33	1.24
2015	1.37	1.43	1.32
2016	1.38	1.45	1.34
2017	1.38	1.45	1.34
2018	1.35	1.39	1.31
October 2018	1.38	1.39	1.37
November 2018	1.38	1.38	1.37
December 2018	1.37	1.38	1.36
January 2019	1.36	1.37	1.35
February 2019	1.35	1.36	1.35
March 2019	1.35	1.36	1.35
April 2019 ⁽²⁾	1.36	1.35	1.35

Notes:

(1) **Source:** Bloomberg L.P. Bloomberg L.P. has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA) to the inclusion of the information extracted from the relevant report published by it and therefore is not liable for such information under Sections 253 and 254 of the SFA (both read with Section 302(1) of the SFA). While the Managers have taken reasonable actions to ensure that the information from the relevant report published by Bloomberg L.P. is reproduced in its proper form and context, and that the information is extracted accurately and fairly from such report, none of the Managers, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(2) Until the Latest Practicable Date.

EXCHANGE CONTROLS

United States

Currently, no exchange control restrictions exist in the United States. The US dollar has been, and in general is, freely convertible.

CAPITALISATION AND INDEBTEDNESS

The following tables set forth the pro forma capitalisation of EHT and EH-REIT as at the Listing Date and after application of the total proceeds from the Offering and the issuance of the Cornerstone Stapled Securities, based on the Offering Price, and the expected drawdowns and/or assumption under the EH-REIT Debt Facilities. The information in the table below should be read in conjunction with "Use of Proceeds".

CAPITALISATION⁽¹⁾

EHT

	As at the Listing Date
	Based on Offering Price (US\$'000)
EH-REIT Debt Facilities	507,530
Stapled Securityholders' funds	676,953
Total Capitalisation	1,184,483

EH-REIT

	As at the Listing Date
	Based on Offering Price (US\$'000)
EH-REIT Debt Facilities	507,530
EH-REIT Units in issue	676,953
Total Capitalisation	1,184,483

Note:

(1) No capitalisation is presented for EH-BT as it is dormant as at the Listing Date.

INDEBTEDNESS

EH-REIT

As at the Listing Date, EH-REIT and its subsidiaries are expected to have access to indebtedness financing of up to approximately US\$508 million comprising:

- (a) New Term Loan Facilities (as defined below) of US\$341 million which are secured against, among others, equity interests of all direct and indirect subsidiaries of US Corp and the three ASAP Property Borrowers¹ that own a Borrowing Base Property;

¹ The three ASAP Property Borrowers are Atlanta Hotel Holdings, LLC, ASAP Salt Lake City Hotel, LLC and Sky Harbor Denver Holdco, LLC, which are the direct parent of the property owners of Hilton Atlanta Northeast, Doubletree Salt Lake City and the Sheraton Denver Tech Center respectively.

- (b) approximately US\$78 million of mortgage loans which are secured against, among others, (i) Renaissance Woodbridge; (ii) Hilton Houston Galleria Area; and (iii) Crowne Plaza Dallas Near Galleria-Addison (“**ASAP Mortgage Loans**”); and
- (c) a US\$89 million unsecured loan from Lodging USA Lendco, LLC (the “**Unsecured Loan**”) whose rights to receive payments thereunder (including interest) is subordinated to the payment obligations under the Facilities (as defined below).

The gross amount of outstanding indebtedness relating to borrowed money on or about the Listing Date is anticipated to be approximately US\$508 million comprising the New Term Loan Facilities, the ASAP Mortgage Loans and the Unsecured Loan. As at the Listing Date, EH-REIT is expected to have an Aggregate Leverage of approximately 38.0% and the debt service coverage ratio is expected to be more than 3.0 times.

New Term Loan Facilities

EH-REIT, through the USHIL Holdco and the three ASAP Property Borrowers, will be entering into a syndicated loan facilities agreement and related agreements (the “**New Facilities Agreements**”) with a syndicate of lenders (the “**Facilities Lenders**”) under which USHIL and the three ASAP Property Borrowers will obtain term loan facilities and/or revolving credit facilities. It is anticipated that an initial US\$341 million will be borrowed by USHIL Holdco and the three ASAP Property Borrowers from Facilities Lenders which will include Bank of America N.A. (or its affiliate), which is an affiliate of Merrill Lynch (Singapore) Pte. Ltd., Bank of the West, a California banking corporation which is wholly owned by BNP Paribas, Deutsche Bank AG New York Branch, which is an affiliate of Deutsche Bank AG, Singapore Branch, DBS Bank Ltd. and UBS AG, Stamford Branch, which is an affiliate of UBS AG, Singapore Branch pursuant to three term loan facilities comprising:

- (a) a term loan facility of approximately US\$134 million with loan maturity of three years obtained from the Facilities Lenders (“**3 Year Term Loan Facility**”);
- (b) a term loan facility of approximately US\$104 million with loan maturity of four years obtained from the Facilities Lenders (“**4 Year Term Loan Facility**”); and
- (c) a term loan facility of approximately US\$104 million with loan maturity of five years obtained from the Facilities Lenders (“**5 Year Term Loan Facility**”, and together with the 3 Year Term Loan Facility and 4 Year Term Loan Facility, the “**New Term Loan Facilities**”).

The terms of the New Facilities Agreements include an accordion feature, pursuant to which up to an additional US\$250 million of loan facilities may be obtained by USHIL Holdco and/or the three ASAP Property Borrowers (the “**Accordion Facilities**”), subject to the agreement by the relevant lenders at the relevant time, which may be any of the Facilities Lenders or other lenders who agree to provide such loan facilities in accordance with the terms of the New Facilities Agreements.

The maximum amount of loan facilities that may be obtained under the terms of the New Facilities Agreements is anticipated to be limited to the borrowing base amount, which as of any date is determined by the lesser of:

- (a) the lesser of either (i) 45% of the aggregate appraised values of Properties comprising the Initial Portfolio, excluding the three Properties encumbered by the ASAP Mortgage Loans (the “**Borrowing Base Properties**”) or (ii) such percentage, in relation to the aggregate appraised value of the Borrowing Base Properties, that corresponds to the maximum amount of leverage as may be permitted under the Property Funds Appendix; and

- (b) the amount of principal of the Facilities that would result in a pro-forma debt service coverage ratio of (i) 1.30 to 1.00 (for the first fiscal quarter of 2019), (ii) 1.35 to 1.0 (for the second fiscal quarter of 2019), and (iii) 1.5 to 1.0 (for the third fiscal quarter of 2019 and thereafter).

The amount drawn down under the New Facilities Agreements on or about the Listing Date is anticipated to be approximately US\$341 million, comprising the New Term Loan Facilities. The proceeds from the New Term Loan Facilities will be used to repay a portion of the indebtedness and other liabilities encumbering or relating to the 15 Properties that will comprise the Borrowing Base Properties at closing, representing all the Properties in the Initial Portfolio except for the three Properties encumbered by the ASAP Mortgage Loans. The New Term Loan Facilities will bear interest at a floating rate equal to prevailing US\$ London Inter-bank Offered Rate (“LIBOR”) plus the Applicable Margin, where the “Applicable Margin” means:

Facility	Applicable Margin
3 year Term Loan Facility	1.20%
4 year Term Loan Facility	1.30%
5 year Term Loan Facility	1.40%

The REIT Manager intends to enter into interest rate hedging contracts to fix the interest rate on at least 75% of the amounts outstanding under the New Term Loan Facilities.

The New Facilities Agreements are anticipated to contain financial covenants that are typical for financing of such nature. The material financial covenants would require that, *inter alia*:

- total indebtedness of EHT, EH-REIT, EH-BT and their subsidiaries (the “**Stapled Group**”) shall not be more than the lesser of (i) 45% or (ii) such other percentage limit that corresponds to the maximum percentage of leverage in relation to the value of the EH-REIT Deposited Property as may be permitted under the Property Funds Appendix;
- all secured indebtedness of the Stapled Group (other than those incurred under the terms of the New Facilities Agreements) shall not exceed 30% of the value of the EH-REIT Deposited Property;
- all secured recourse indebtedness of the Stapled Group shall not exceed 5% of the value of the EH-REIT Deposited Property;
- tangible net worth of the Stapled Group shall be not less than 75% of the tangible net worth at closing and 75% of net cash proceeds of post-closing equity issuances; and
- ratio of adjusted EBITDA to fixed charges shall not be less than 1.5 to 1.0.

Each of the loan facilities under the New Facilities Agreements will be secured by, *inter alia*:

- pledges over 100% of the issued and outstanding equity interests of all direct and indirect subsidiaries of US Corp and the three ASAP Property Borrowers that own a Borrowing Base Property, together with all present and future intercompany debt of such subsidiary owing to US Corp, and the Cayman Islands incorporated holding companies which own the three ASAP Property Borrowers; and
- pledges over the security deposit and rents received from the Master Lessees in respect of the Borrowing Base Properties.

The loan facilities under the New Facilities Agreements are full recourse to USHIL Holdco and the three ASAP Property Borrowers, as borrowers, and EH-REIT, EH-BT, US Corp and various subsidiaries of US Corp as guarantors.

Pursuant to the terms of the New Facilities Agreements, each entity that owns and leases a Borrowing Base Property as subsidiary guarantor (each, a “**BBP Lessor**”) will pledge the security deposit received from the applicable Master Lessee under the applicable Master Lease to the Administrative Agent under the New Facilities Agreements, and, pursuant to a related separate agreement with the Master Lessees, the Master Lessees will consent to such pledges. The Administrative Agent may not, however, foreclose on the security deposit unless (i) the BBP Lessor has the right to utilise the security deposit under the applicable Master Lease (i.e. there is an event of default under the Master Lease), and (ii) the Administrative Agent also has the right to foreclose on the pledge of the equity interests in the BBP Lessor (i.e., there is an Event of Default under the terms of the New Facilities Agreements). If both these conditions are met and the Administrative Agent applies the security deposit to the debt under the Facilities, the amount applied would also be deemed to satisfy, to the extent applied, the Master Lessee’s outstanding lease obligations.

The following are anticipated to constitute mandatory prepayment penalty events in favour of the Facilities Lenders and any other lenders under the terms of the New Facilities Agreements:

- EH-REIT ceases to be a collective investment scheme as authorised under the SFA; and
- the Stapled Securities cease to be listed on the official list of the SGX-ST or are suspended from such listing for a period of more than 12 business days.

In addition, the New Facilities Agreements are anticipated to contain “change of control” events, where if such events are triggered, the lenders under the New Facilities Agreements (a) shall not be obliged to fund any utilisation of the relevant loan facilities and (b) may cancel the relevant loan facilities and require mandatory repayment of all outstanding loans under the relevant loan facilities. Such “change of control” events include the following:

- the REIT Manager ceases to be the manager of EH-REIT or the Trustee-Manager ceases to be the trustee-manager of the EH-BT, or the REIT Manager or the Trustee-Manager ceases to be majority-owned and controlled, directly or indirectly, by Howard Wu and Taylor Woods, unless a replacement manager or trustee-manager (as the case may be) reasonably acceptable to Bank of America, N.A. (as administrative agent for the Facilities Lenders) (the “**Administrative Agent**”) and the Facilities Lenders holding more than 50% of the commitments and loans under the Facilities (the “**Required Lenders**”) is appointed;
- any of the Master Lessees ceases to be majority-owned and/or controlled, directly or indirectly, by Howard Wu and Taylor Woods or by a replacement key principal reasonably acceptable to the Administrative Agent and the Required Lenders, unless EH-BT becomes the master lessee of the Properties;
- if any two of the three key principals, Howard Wu, Taylor Woods or Salvatore Takoushian dies or becomes disabled or otherwise ceases to be active on a daily basis in the management of EH-REIT or EH-BT (each, a “**Key Principal Cessation Event**”) provided that such Key Principal Cessation Event shall not be a “Change of Control” so long as a replacement executive of comparable experience and reasonably satisfactory to the Administrative Agent and the Facilities Lenders and the Required Lenders, shall have been retained within three months of such Key Principal Cessation Event;
- EH-REIT ceasing to own and control, directly or indirectly, 100% of US Corp or US Corp ceasing to own and control, directly or indirectly, 100% of each of its subsidiaries providing a guarantee of the Facilities (except for certain permitted dispositions of such subsidiaries);

- any person or group of persons, other than the Sponsor and its affiliates (including for the avoidance of doubt any investment vehicle owned and controlled by Howard Wu and Taylor Woods), shall acquire directly or indirectly, more than 35.0% of EHT;
- a change of trustee for EH-REIT or EH-BT occurs, unless a replacement trustee is appointed in accordance with the EH-BT Trust Deed and the EH-REIT Trust Deed (as applicable); and
- the Founders and their affiliates and the Sponsor’s wholly-owned and controlled subsidiaries failing to own an effective shareholding of at least US\$35.0 million of Stapled Securities for as long as the debt yield¹ relating to the Facilities is less than 11.50%.

ASAP Mortgage Loans

On the Listing Date, EH-REIT will:

- assume the existing mortgage loans secured by Hilton Houston Galleria Area and Crowne Plaza Dallas Near Galleria-Addison as they cannot be prepaid when the aforementioned Properties are acquired by EH-REIT on the Listing Date; and
- put in place a mortgage loan secured by Renaissance Woodbridge (together with existing mortgage loans secured by Hilton Houston Galleria Area and Crowne Plaza Dallas Near Galleria-Addison as the “**ASAP Mortgage Loans**”), which will be used to prepay the existing mortgage loan secured by the Renaissance Woodbridge (“**RW Mortgage Loan**”) as the lender of the RW Mortgage Loan did not consent to the assumption of the RW Mortgage Loan by EH-REIT.

The key details of the ASAP Mortgage Loans are summarised in the table below:

Property	Hilton Houston Galleria Area	Crowne Plaza Dallas Near Galleria-Addison	Renaissance Woodbridge
ASAP Mortgage Loan Lender(s)	Wilmington Trust, National Association, as Trustee for the benefit of the registered holders of Wells Fargo Commercial Mortgage Trust 2017-C41, Commercial Mortgage Pass-Through Certificates, Series 2017-C41	Wilmington Trust, National Association, as Trustee, for the Benefit of Holders of Benchmark 2018-B4 Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2018-B4	Wells Fargo Bank
ASAP Mortgage Borrowers	6780 Southwest FWY, Houston, LLC	14315 Midway Road Addison LLC	44 Inn America Woodbridge Associates, L.L.C.
Original Principal Amount	Approximately US\$15.6 million	Approximately US\$27.6 million	–

¹ The debt yield is calculated based on the net property income of the Borrowing Base Properties divided by the aggregate amount drawn under the Facilities.

Property	Hilton Houston Galleria Area	Crowne Plaza Dallas Near Galleria-Addison	Renaissance Woodbridge
Outstanding Amount on Listing Date	Approximately US\$15.3 million	Approximately US\$27.2 million	US\$35.0 million
Start Date	24 October 2017	20 December 2017	Listing Date
Maturity Date	11 November 2022	6 January 2028	Two years from the Listing Date (with a one-year extension option, subject to conditions)
Term	Approximately six years	Approximately 11 years	Two years (with a one-year extension option, subject to conditions)
Interest Rate	5.24%	4.92%	3.0% plus the prevailing one-month LIBOR (with a minimum LIBOR of 1.0%)
Principal amortisation (per month)	Principal amortises on a 25 year schedule	Principal amortises on a 30 year schedule	Principal amortises on a 30 year schedule

The ASAP Mortgage Loans include representations, warranties and covenants by the ASAP Mortgage Borrowers which are customary for U.S. mortgage loans. In particular, there are a number of financial covenants and negative pledges to be observed by the ASAP Mortgage Borrowers. Certain of the financing agreements relating to the ASAP Mortgage Loans require that the relevant ASAP Mortgage Borrower maintain certain financial ratios (such as debt service coverage ratio, net operating income to outstanding principal amount of debt ratio, loan to value ratio etc.) within specified thresholds. With respect to the Crowne Plaza Dallas Near Galleria-Addison, the ASAP Mortgage Borrower has agreed with the relevant ASAP Mortgage Loan Lender that it will set aside a cash reserve of US\$16.6 million (the “**CPDG Reserve**”) which would not be utilised unless an event of default occurs. If an event of default occurs, the relevant ASAP Mortgage Loan Lender may accelerate the repayment of the outstanding loan amount under the relevant ASAP Mortgage Loan, and the CPDG Reserve may in such event be utilised by the relevant ASAP Mortgage Loan Lender to partially repay such amounts (with accrued interest), subject to customary penalties, fees and other customary remedies. Otherwise if the relevant ASAP Mortgage Borrower is able to achieve a debt coverage ratio of 1.55x for two consecutive quarters, the CPDG Reserve is no longer required. The existence of a mandatory, springing cash reserve of this type is customary in U.S. mortgage loan financings and where the lender is interested in incentivising borrower to maintain a certain debt service coverage ratio. The ASAP Mortgage Borrower will fund the CPDG Reserve from borrowings under the Unsecured Loan, and not from excess revenues generated by Crowne Plaza Dallas Near Galleria-Addison which remain available for use by EH-REIT, after taking into account mandatory payments (e.g. certain operating expenses, debt service, etc.) under the applicable ASAP Mortgage Loan.

In addition, the ASAP Mortgage Loans contain customary anti-transfer provisions (including “change of control” events) where if such transfers are effectuated, the ASAP Mortgage Loan Lender(s) may declare an event of default and require immediate mandatory repayment of the ASAP Mortgage Loans (with accrued interest), subject to certain customary penalties, fees and other customary remedies. Such “change of control” events include, but are not limited to, (i) the Founders no longer controlling the REIT Manager and (ii) any of the Master Lessees ceasing to be majority-owned and/or controlled, directly or indirectly, by Howard Wu and Taylor Woods.

Further, the ASAP Mortgage Loans are subject to certain prohibitions and restrictions (including payment of prepayment fees and premiums) against prepayment prior to specified time-frames:

- in relation to Hilton Houston Galleria Area, the ASAP Mortgage Loan may only be prepaid without penalty on or after 11 August 2022, or defeased on or after 30 November 2019; and
- in relation to Crowne Plaza Dallas Near Galleria-Addison, the ASAP Mortgage Loan may only be prepaid without penalty on or after 6 October 2027, or defeased on or after 13 July 2020; and
- in relation to Renaissance Woodbridge, the ASAP Mortgage Loan may only be prepaid pursuant to a prepayment fee equal to 2.0% of the outstanding principal balance (if the ASAP Mortgage Loan is prepaid within six months from the Listing Date) and 1.0% of the outstanding principal balance (if the ASAP Mortgage Loan is prepaid on any date from the seventh month to the twelfth month of the Listing Date).

In connection with the ASAP Mortgage Loans, Howard Wu and Taylor Woods (the “**Founder Guarantors**”) and EH-REIT and/or US Corp (the “**Corporate Guarantors**”, and collectively with the Founder Guarantors, the “**Guarantors**”) have agreed to provide the applicable ASAP Mortgage Loan Lender with (i) a customary non-recourse carve-out guarantee and environmental indemnity (collectively, the “**Guarantees**”), (ii) solely with respect to the mortgage loan secured by Renaissance Woodbridge, a partial recourse guarantee of the original principal amount (the “**Partial Recourse Guarantee**”, together with the Guarantees, the “**Indemnified Guarantee**”), and (iii) solely with respect to the mortgage loan secured by Hilton Houston Galleria Area, a customary PIP completion guarantee. Guarantees by individuals are not unusual in commercial mortgage financings in the U.S. and it is often the key individual principals of the ultimate owners of the business that are asked to provide such Guarantees. The non-recourse carve-outs are triggered upon the occurrence of certain events involving, among other things, (i) bankruptcy filings of any of the ASAP Mortgage Borrowers or the Guarantors, (ii) sale of the Property without the applicable ASAP Mortgage Loan Lender’s consent, (iii) additional encumbrances placed on the Property without the applicable ASAP Mortgage Loan Lender’s consent, (iv) violation of the special purpose entity covenants, (v) fraud or intentional misrepresentation of the ASAP Mortgage Borrowers or the Founder Guarantors, (vi) misappropriation or misapplication of insurance proceeds, rents or security deposits, and (vii) waste at the Property.

The non-recourse carve-outs relating to the abovementioned events can either result in either full recourse against the Guarantors, or the Guarantors being liable for the damages suffered by the ASAP Mortgage Loan Lender in respect of such actions, depending on the applicable guarantee agreement. Under each environmental indemnity, the Guarantors have agreed to indemnify the applicable ASAP Mortgage Loan Lender against liabilities the ASAP Mortgage Loan Lender would incur as a result of violations of environmental laws at the applicable Property. US Corp has agreed to indemnify the Founder Guarantors against liabilities arising under the Indemnified Guarantee to the extent not caused, directly or indirectly, by such persons.

As the ASAP Mortgage Loans are subject to higher interest rates as compared to the market interest rate achieved under the New Term Loan Facilities, the Vendors have agreed to issue a promissory note to subsidiaries of EH-REIT (the "**Interest Differential Note**") pursuant to the Securities Purchase Agreement with respect to the interest differential amount of US\$4.8 million (the "**Interest Differential Amount**"). The Interest Differential Amount represents the interest expense to be incurred under the ASAP Mortgage Loans (until the maturity date of the ASAP Mortgage Loans), minus each of the interest expense to be incurred had the ASAP Mortgage Loans obtained the lower market interest rates under the New Term Loan Facilities.

The Interest Differential Amount shall be set aside in an interest reserve account and the monies will be used on a monthly basis to defray the higher cost of borrowings attributed to the ASAP Mortgage Loans. For Forecast Period 2019 and Projection Year 2020, EH-REIT is expected to draw down approximately US\$0.1 million per month from the interest reserve account, with the remaining Interest Differential Amount to be utilised up to 2028 when the mortgage loan secured by Crowne Plaza Dallas Near Galleria-Addison matures.

If any of the ASAP Mortgage Loans is to be refinanced and/or repaid, the Managers' current intention would be to do so using the proceeds from the Accordion Facilities, and the Managers may include the relevant Property that is released from such repayment of any ASAP Mortgage Loans as part of the Borrowing Base Properties under the security for the Facilities. For the avoidance of doubt, except for a refinancing using proceeds from the Accordion Facilities and subject to availability of the Accordion Facilities, the Managers do not intend to enter into any other debt encumbering the Properties currently secured under the ASAP Mortgage Loans.

Unsecured Loan

EH-REIT, through US Corp, borrowed US\$89 million under the Unsecured Loan from Lodging USA Lendco, LLC, a privately held Delaware limited liability company unaffiliated with the Sponsor (the "**Unsecured Lender**"), which is beneficially owned by one of the beneficial owners of the Third Party ASAP6 Portfolio Vendors. The Unsecured Loan has a maturity of approximately 63 months (which is approximately three months after the final maturity of the New Term Loan Facilities) and is divided into three tranches with an interest rate of 3.7% per annum. The first tranche of the Unsecured Loan, in the principal amount of US\$38.4 million, is subject to mandatory prepayment from, and to the extent of any, sale or refinancing proceeds generated directly or indirectly by the Hilton Houston Galleria Area, Crowne Plaza Dallas Near Galleria-Addison and Renaissance Woodbridge hotels in excess of amounts payable under the applicable ASAP Mortgage Loan (or any refinancings thereof). The second tranche of the Unsecured Loan, in the principal amount of US\$16.6 million, is subject to mandatory prepayment at such time as the CPDG Reserve is released when the relevant debt coverage ratio under the ASAP Mortgage Loan for the Crowne Plaza Dallas Near Galleria-Addison is achieved. The third tranche of the Unsecured Loan, in the principal amount of US\$34.0 million, is subject to mandatory prepayment from, and to the extent of any, net proceeds from any additional advances made under the Accordion Facilities.

The Unsecured Lender's right to receive payments under the Unsecured Loan (including interest) is subordinate to the payment obligations under the Facilities. The Unsecured Loan is interest-only and may be prepaid in whole or in part at any time (including in connection with the mandatory prepayments described above) without any prepayment penalty or charge.

The Unsecured Loan includes customary representations, warranties and covenants. The Unsecured Loan also contains customary events of default under the Unsecured Loan are customary and including non-payment, fraud or misrepresentation and/or bankruptcy of the US Corp. For the avoidance of doubt, the Unsecured Loan does not contain any option of becoming secured for any reason.

Rule 728 Undertaking

For the purposes of Rule 728 of the Listing Manual, each Founder has provided an undertaking to the REIT Manager and the REIT Trustee and the Trustee-Manager that, for so long as each respective Founder is a controlling shareholder of the REIT Manager and/or the Trustee-Manager (as the case may be), it will notify the REIT Manager and the REIT Trustee and/or the Trustee-Manager (as the case may be) as soon as it becomes aware of the details of:

- (i) any share pledging arrangement (or other arrangements having similar legal or economic effect) relating to all or any of the shareholding interests in the REIT Manager and/or the Trustee-Manager held directly or indirectly by each Founder; and
- (ii) any event which may result in a breach of the terms of EH-REIT's and/or any of its subsidiaries' loans.

EH-BT

As at the Listing Date, EH-BT will be dormant and will not have any debt facilities in place.

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The following tables present Unaudited Pro Forma Consolidated Financial Information based on the Offering Price, assuming that the Over-Allotment Option is fully exercised.

The Reporting Auditors, KPMG LLP, have reported on the Unaudited Pro Forma Consolidated Financial Information and their report is included in Appendix B, "Reporting Auditors' Report on the Unaudited Pro Forma Consolidated Financial Information". The Unaudited Pro Forma Consolidated Financial Information has been prepared on the basis of the assumptions and accounting policies set out in Appendix C, "Unaudited Pro Forma Consolidated Financial Information", and should be read together with these assumptions and accounting policies.

The unaudited pro forma consolidated statements of comprehensive income for the years ended 31 December 2016, 2017 and 2018 and the unaudited pro forma consolidated statement of cash flows for the year ended 31 December 2018 of EH-REIT and its subsidiaries (the "**Pro Forma Group**") only relate to the USHI Portfolio and do not include the pro forma financial results and cash flows arising from the ASAP6 Portfolio as the Managers do not have the historical financial information of the ASAP6 Portfolio for the aforementioned three years. The Third Party ASAP6 Portfolio Vendors are unrelated to the Sponsor and the Founders have only acquired the ASAP6 Portfolio from the Third Party ASAP6 Portfolio Vendors prior to the Listing Date (before EH-REIT acquires the ASAP6 Portfolio from the ASAP6 Portfolio Vendors).

For the reasons stated above, the SGX-ST has confirmed that it has no further comments on EHT's compliance with the requirement to prepare the historical pro forma statements of total return for the latest three financial years of EH-REIT, subject to the inclusion of the following in this Prospectus:

- (a) the unaudited pro forma statement of comprehensive income for the financial years ended 31 December 2016, 31 December 2017 and 31 December 2018 and the unaudited pro forma statement of cash flows for the financial year ended 31 December 2018, in each case excluding the ASAP6 Portfolio;
- (b) an unaudited pro forma balance sheet as at the Listing Date;
- (c) a profit forecast for the Forecast Period 2019 and a profit projection for the Projection Year 2020; and
- (d) disclosure in the Prospectus of the reasons for not providing the three years of historical pro forma financial information in relation to the ASAP6 Portfolio.

The unaudited pro forma consolidated statements of comprehensive income of the Pro Forma Group for FY2016, FY2017 and FY2018 reflect the profit after tax of the Pro Forma Group assuming the adjusted offering¹, the acquisition of the USHI Portfolio, except for The Queen Mary Long Beach, and the entry into the relevant Master Lease Agreements and the fee arrangements of the REIT Manager and the REIT Trustee as set out in "Overview – Certain Fees and Charges" (the "**Fee Arrangements**") had occurred or were effective on 1 January 2016 under the same terms as set out in the Prospectus. The acquisition of The Queen Mary Long Beach and the entry into its Master Lease Agreement are assumed to have occurred on or were effective on 16 April 2016 as the USHI Portfolio Vendor only acquired The Queen Mary Long Beach on 16 April 2016. Arising from the assumption that only the USHI Portfolio was acquired, the assumed level of indebtedness is correspondingly reduced.

¹ The adjusted offering refers to an assumed smaller amount of equity proceeds raised with respect to acquiring the USHI Portfolio, as the Unaudited Pro Forma Consolidated Statements of Comprehensive Income and Unaudited Pro Forma Consolidated Statement of Cash Flow assumes the acquisition of only the USHI Portfolio and not the ASAP6 Portfolio.

The unaudited pro forma consolidated statement of cash flows of the Pro Forma Group for FY2018 shows the cash flows of the Pro Forma Group assuming the adjusted offering¹, the acquisition of the USHI Portfolio, the Master Lease Agreements and the Fee Arrangements had occurred or were effective on 1 January 2018 under the same terms set out in the Prospectus. Arising from the assumption that only the USHI Portfolio was acquired, the assumed level of indebtedness is correspondingly reduced.

The unaudited pro forma consolidated statement of financial position of the Pro Forma Group as at the Listing Date presents the financial position of the Pro Forma Group assuming the Offering, the acquisition of the Initial Portfolio, the entry into the Master Lease Agreements and the Fee Arrangements had occurred or were effective on the Listing Date under the same terms set out in the Prospectus.

The objective of the Unaudited Pro Forma Consolidated Financial Information is to show what the profit after tax, cash flows and financial position might have been had the Pro Forma Group existed at an earlier date. However, the Unaudited Pro Forma Consolidated Financial Information of the Pro Forma Group is not necessarily indicative of the profit after tax and cash flows of the operations or financial position that would have been attained had the Pro Forma Group actually existed earlier. The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only and, because of its nature, may not give a true picture of the actual profit after tax, cash flows or financial position of the Pro Forma Group.

EH-BT and EHT

No pro forma financial information of EH-BT has been presented as it is newly established and will be dormant as at the Listing Date. Accordingly, no pro forma consolidated financial information of EHT has been presented.

The unaudited pro forma consolidated financial information for the Pro Forma Group, based on the Offering Price, assuming that the Over-Allotment Option is fully exercised, is as follows.

1 The adjusted offering refers to an assumed smaller amount of equity proceeds raised with respect to acquiring the USHI Portfolio, as the Unaudited Pro Forma Consolidated Statements of Comprehensive Income and Unaudited Pro Forma Consolidated Statement of Cash Flow assumes the acquisition of only the USHI Portfolio and not the ASAP6 Portfolio.

UNAUDITED PRO FORMA STATEMENTS OF COMPREHENSIVE INCOME⁽¹⁾ OF THE PRO FORMA GROUP**USHI Portfolio Only (comprising 12 Properties)⁽²⁾**

	FY2016	FY2017	FY2018
	US\$'000	US\$'000	US\$'000
Revenue	51,201	54,899	59,505
Property expenses	(7,003)	(9,871)	(12,149)
Net property income	44,198	45,028	47,356
Other income	–	–	2,423
REIT Manager's management fees	(2,650)	(2,756)	(4,165)
REIT Trustee's fee	(199)	(202)	(204)
Other trust expenses	(1,670)	(1,703)	(1,971)
Finance income	265	282	282
Finance costs	(15,680)	(15,711)	(15,723)
Net finance costs	(15,415)	(15,429)	(15,441)
	24,264	24,938	27,998
Fair value change in investment properties	113,193	–	–
Profit before tax	137,457	24,938	27,998
Tax expense	(23,874)	(98)	(103)
Profit after tax	113,583	24,840	27,895
Distribution adjustments ⁽³⁾	(87,077)	2,090	3,726
Amount available for distribution	26,506	26,930	31,621

Notes:

- (1) Based on the Offering Price per Stapled Security and assuming the Over-Allotment Option is exercised in full.
- (2) The Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites – Waterpark and (xii) Crowne Plaza Danbury.
- (3) Distribution adjustments include mainly expenses relating to the amortisation of deferred income, straight-lining of rental income, REIT Manager's management fees paid/payable in Stapled Securities, REIT Trustee's fees, amortisation of upfront debt-related transaction costs, finance expense arising from remeasuring non-current rental deposits at amortised cost, fair value changes on investment properties and deferred tax expense.

UNAUDITED PRO FORMA STATEMENTS OF CASH FLOWS⁽¹⁾ OF THE PRO FORMA GROUP**USHI Portfolio Only (comprising 12 Properties)⁽²⁾**

	Year ended 31 December 2018 US\$'000
Cash flows from operating activities	
Net income before tax	141,693
Adjustments for:	
Rental income arising from amortisation of deferred income and rental straight-lining adjustments	(2,698)
Finance income	(282)
Finance costs	15,699
REIT Manager's management fees	3,120
Fair value gain on revaluation of investment properties	(112,682)
Operating income before working capital changes	44,850
Changes in working capital:	
Trade and other receivables	(4,418)
Trade and other payables	2,491
Income tax paid	(103)
Net cash generated from operating activities	42,820
Cash flows from investing activities	
Acquisition of subsidiaries	(256,562)
Net cash used in investing activities	(256,562)
Cash flows from financing activities	
Proceeds from issue of Stapled Securities	412,897
Payment of transaction costs related to the issuance of Stapled Securities	(34,177)
Proceeds from borrowings	310,000
Payment of transaction costs related to borrowings	(5,077)
Repayment of borrowings	(420,006)
Finance costs paid	(13,744)
Distribution to holders of Stapled Securities	(15,599)
Movement in restricted cash	(2,474)
Net cash from financing activities	231,820
Net increase in cash and cash equivalents	18,078
Cash and cash equivalents at beginning of the year/period	–
Cash and cash equivalents at end of the year/period⁽³⁾	18,078

Notes:

- (1) Based on the Offering Price per Stapled Security and assuming the Over-Allotment Option is exercised in full.
- (2) The Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites – Waterpark and (xii) Crowne Plaza Danbury.
- (3) Cash and cash equivalents exclude pledged cash amounting to US\$17,595,000 and restricted cash amounting to US\$2,474,000.

UNAUDITED PRO FORMA STATEMENT OF FINANCIAL POSITION⁽¹⁾ OF THE PRO FORMA GROUP**Initial Portfolio of EH-REIT**

	As at the Listing Date US\$'000
Non-current assets	
Investment properties	1,274,575
Current assets	
Trade and other receivables	2,367
Cash and cash equivalents	60,794
	63,161
Total assets	<u>1,337,736</u>
Unitholders' funds	
Units in issue	676,953
Unit issue costs	(41,363)
Retained earnings	129,557
Total unitholders' funds	<u>765,147</u>
Non-current liabilities	
Trade and other payables	27,434
Loans and borrowings	500,434
Lease liabilities	6,357
Deferred tax liabilities	34,439
	568,664
Current liabilities	
Trade and other payables	3,907
Lease liabilities	18
	3,925
Total liabilities	<u>572,589</u>
Total unitholders' funds and liabilities	<u>1,337,736</u>
Units in issue ('000)	867,888
Net asset value per Stapled Security (US\$)	<u>0.88</u>

Note:

(1) Based on the Offering Price per Stapled Security and assuming the Over-Allotment Option is exercised in full.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read together with the information in the Unaudited Pro Forma Consolidated Financial Information, included elsewhere in this document. Statements contained in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" that are not historical facts may be forward-looking statements. Such statements are subject to certain risks, uncertainties and assumptions that could cause actual results to differ materially from those forecasts. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or any other persons, or that these results will be achieved or are likely to be achieved (see "Forward-Looking Statements" and "Risk Factors" for further details). Recipients of this Prospectus and all prospective investors in the Stapled Securities are cautioned not to place undue reliance on these forward-looking statements.

The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only, and is based on certain assumptions after making certain adjustments to:

- (i) reflect the Unaudited Pro Forma Consolidated Statements of Comprehensive Income for FY2016, FY2017 and FY2018 assuming the adjusted offering¹, the acquisition of the USHI Portfolio, except for The Queen Mary Long Beach, and the entry into the relevant Master Lease Agreements had occurred on or were effective on 1 January 2016. The acquisition of The Queen Mary Long Beach and the entry into its Master Lease Agreement are assumed to have occurred on or were effective on 16 April 2016 as the USHI Portfolio Vendor only acquired The Queen Mary Long Beach on 16 April 2016. Arising from the acquisition of only the USHI Portfolio, the assumed level of indebtedness is correspondingly reduced;*
- (ii) show the Unaudited Pro Forma Consolidated Statement of Cash Flows for the year ended 31 December 2018 assuming the adjusted offering, the acquisition of the USHI Portfolio and the entry into the relevant Master Lease Agreements had occurred or were effective on 1 January 2018. Arising from the acquisition of only the USHI Portfolio, the assumed level of indebtedness is corresponding reduced; and*
- (iii) present the Unaudited Pro Forma Consolidated Statement of Financial Position as at the Listing Date assuming the Offering, the acquisition of the Properties and the entry into the Master Lease Agreements had occurred on or were effective on the Listing Date.*

The Unaudited Pro Forma Consolidated Financial Information is not necessarily indicative of the results of the operations or the financial position that would have been attained had the acquisition of the USHI Portfolio or the Properties actually occurred in the relevant periods. The Unaudited Pro Forma Consolidated Financial Information, because of its nature, may not give a true or accurate picture of EH-REIT's actual financial performance or financial position.

The following discussion and analysis of the financial condition and results of operations is based on and should be read in conjunction with the Unaudited Pro Forma Consolidated Financial Information, and related notes thereto, which are included elsewhere in this Prospectus.

(See Appendix B, "Reporting Auditors' Report on the Unaudited Pro Forma Consolidated Financial Information" for further details.)

¹ The adjusted offering refers to an assumed smaller amount of equity proceeds raised with respect to acquiring the USHI Portfolio, as the Unaudited Pro Forma Consolidated Statements of Comprehensive Income and Unaudited Pro Forma Consolidated Statement of Cash Flow assumes the acquisition of only the USHI Portfolio and not the ASAP6 Portfolio.

GENERAL BACKGROUND

EH-REIT is a Singapore-based REIT established pursuant to the EH-REIT Trust Deed. As EH-REIT was only established on 11 April 2019, EH-REIT has no historical operating results and financial information based on which recipients of this Prospectus may evaluate EH-REIT. EH-REIT's first accounting period will be from 11 April 2019, the date of its establishment, to 31 December 2019.

EH-REIT is established with the principal investment strategy of investing on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, as well as real estate-related assets in connection with the foregoing, with an initial focus on the US.

EH-REIT

As at the Listing Date, the Initial Portfolio will comprise a 100.0% interest in 18 Properties in the United States. As at the Listing Date, the Master Lessee of the Properties will be the wholly-owned subsidiaries of the Sponsor.

Each of the Master Lease Agreements has an initial term of 20 years from the Listing Date with an option exercisable by the relevant Master Lessee to obtain an additional lease for a further 14 years for all Properties located in California and 20 years for all other Properties located elsewhere on the same terms and conditions (save for amendments required due to any change in law). (See "Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Master Lease Agreements" for further details on the Master Lease Agreements.)

EH-REIT may be unable to appoint a master lessee for any of the Properties in its portfolio at the expiry of the relevant Master Lease Agreement, for example because of a failure to reach commercially favourable terms with the relevant Master Lessee or potential new master lessees. In the event that this happens, in order to ensure the Property's continued operation and revenue generation, EH-REIT will appoint EH-BT as a master lessee for that Property on substantially the same terms as the relevant Master Lease Agreement.

In relation to each Property, the relevant Master Lessee will appoint hotel managers to manage the day-to-day operations and marketing of that Property.

EH-BT

No pro forma financial information of EH-BT has been presented as it was newly established on 11 April 2019 and will be dormant as at the Listing Date.

Accordingly, the Unaudited Pro Forma Consolidated Financial Information comprises financial information of EH-REIT and its subsidiaries solely.

Acquisition of the Properties

Based on the Unaudited Pro Forma Consolidated Statement of Financial Position as at the Listing Date, EH-REIT would purchase the freehold and leasehold interests (as the case may be) in the Properties at an aggregate purchase price of approximately US\$1,112 million (based on the Offering Price) based on an independent valuation assuming EH-REIT (through the REIT Trustee and/or its wholly-owned subsidiaries or entities) has entered into the Securities Purchase Agreement on a willing buyer and willing seller basis with the Vendors for the acquisition of the USHI Portfolio and ASAP6 Portfolio, via the purchase of USHIL Holdco and Cayman Corp 2 respectively.

The interests in each of the Properties will not be acquired at more than the higher of the two independent valuations. The purchase price under the Securities Purchase Agreement will be satisfied partly in cash and partly by way of Stapled Securities. EH-REIT will fund the purchase price partly by the issue of approximately US\$677 million in Stapled Securities and the balance by borrowings of approximately US\$508 million, including the assumption of the existing borrowings under two of the ASAP Mortgage Loans.

The Unaudited Pro Forma Consolidated Statements of Comprehensive Income for FY2016, FY2017 and FY2018 are prepared based on the assumption that EH-REIT acquired only the USHI Portfolio, excluding The Queen Mary Long Beach, at an aggregate purchase price of approximately US\$682 million on 1 January 2016. The Queen Mary Long Beach is assumed to have been acquired at a purchase price of approximately US\$140 million on 16 April 2016.

(See “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Securities Purchase Agreement” and “Use of Proceeds” for further details.)

Revenue and Net Property Income Contribution by Property

Revenue comprises rental income derived from the Properties as set out below.

	FY2016 (US\$'000)	FY2017 (US\$'000)	FY2018 (US\$'000)
Rental income ⁽¹⁾	50,174	50,796	55,774
Recovery of expenses	1,027	4,103	3,731
Revenue	51,201	54,899	59,505

Note:

(1) Includes amortisation of deferred income and straight-lining of rental income.

Based on the Unaudited Pro Forma Consolidated Statements of Comprehensive Income for FY2016, FY2017 and FY2018, the contribution of the Properties to Revenue (excluding the amortisation of deferred income, effect of straight-lining of rental income and recovery of certain property expenses from a master lessee) is as set out below:

	FY2016		FY2017		FY2018	
	(US\$'000)	%	(US\$'000)	%	(US\$'000)	%
Sheraton Pasadena	5,868	12.2%	4,200	8.7%	5,283	9.9%
Holiday Inn Hotel & Suites Anaheim	4,174	8.7%	4,319	9.0%	4,471	8.4%
Embassy Suites by Hilton Anaheim North	3,053	6.4%	2,867	5.9%	3,037	5.7%
Holiday Inn Hotel & Suites San Mateo	3,455	7.2%	3,628	7.5%	3,966	7.4%
Four Points by Sheraton San Jose Airport	3,634	7.6%	3,832	7.9%	4,280	8.0%
The Westin Sacramento	2,026	4.2%	2,185	4.5%	2,256	4.2%
Embassy Suites by Hilton Palm Desert	1,751	3.6%	1,584	3.3%	1,603	3.0%

	FY2016		FY2017		FY2018	
	(US\$'000)	%	(US\$'000)	%	(US\$'000)	%
The Queen Mary Long Beach	8,373	17.5%	11,128	23.1%	11,718	22.0%
Renaissance Denver Stapleton	4,821	10.0%	3,900	8.1%	5,042	9.4%
Holiday Inn Denver East – Stapleton	2,538	5.3%	2,300	4.8%	2,300	4.3%
Holiday Inn Resort Orlando Suites – Waterpark	7,500	15.6%	7,500	15.5%	8,677	16.2%
Crowne Plaza Danbury	823	1.7%	800	1.7%	800	1.5%
Total	48,016	100.0%	48,243	100.0%	53,433	100.0%

Based on the Unaudited Pro Forma Consolidated Statements of Comprehensive Income for FY2016, FY2017 and FY2018, the contribution of the Properties to Net Property Income (excluding the amortisation of deferred income and effect of straight-lining of rental income) is as below:

	FY2016		FY2017		FY2018	
	January 2016 to December 2016		January 2017 to December 2017		January 2018 to December 2018	
	(US\$'000)	%	(US\$'000)	%	(US\$'000)	%
Sheraton Pasadena	5,213	12.4%	3,858	9.1%	3,436	7.5%
Holiday Inn Hotel & Suites Anaheim	3,726	8.9%	3,824	9.0%	3,869	8.6%
Embassy Suites by Hilton Anaheim North	2,530	6.0%	2,365	5.6%	2,549	5.7%
Holiday Inn Hotel & Suites San Mateo	2,958	7.0%	3,031	7.1%	3,225	7.2%
Four Points by Sheraton San Jose Airport	3,294	7.8%	3,424	8.1%	3,844	8.5%
The Westin Sacramento	1,786	4.2%	1,951	4.5%	2,006	4.5%
Embassy Suites by Hilton Palm Desert	1,537	3.7%	1,359	3.2%	1,335	3.0%
The Queen Mary Long Beach	8,373	19.9%	11,128	26.2%	11,718	26.0%
Renaissance Denver Stapleton	4,280	10.2%	3,414	8.0%	4,270	9.5%
Holiday Inn Denver East – Stapleton	2,178	5.2%	1,944	4.6%	1,871	4.2%
Holiday Inn Resort Orlando Suites – Waterpark	5,677	13.5%	5,813	13.7%	6,408	14.2%
Crowne Plaza Danbury	488	1.2%	363	0.9%	483	1.1%
Total	42,040	100.0%	42,474	100.0%	45,014	100.0%

The HWHI Parties, IHG and Marriott have not reviewed or endorsed any financial information or projections that are made in this Prospectus.

FACTORS AFFECTING EH-REIT'S RESULTS OF OPERATIONS**Revenue of EH-REIT**

EH-REIT's revenue comprises rental income under the terms of the Master Lease Agreements, derived from the Fixed Rent and the Variable Rent. The computation of the Fixed Rent and/or Variable Rent will not be subject to any adjustments. The Fixed Rent and Variable Rent of the Properties are set out in the table below:

Name of Hotel	Annual Fixed Rent (US\$)	Variable Rent
Sheraton Pasadena	US\$4.2 million	22.0% of GOR plus 24.0% of GOP minus Fixed Rent
Holiday Inn & Suites Anaheim	US\$3.0 million	26.0% of GOR plus 25.0% of GOP minus Fixed Rent
Embassy Suites by Hilton Anaheim North	US\$2.1 million	20.0% of GOR plus 17.0% of GOP minus Fixed Rent
Holiday Inn Hotel & Suites San Mateo	US\$3.3 million	28.0% of GOR plus 29.0% of GOP minus Fixed Rent
Four Points by Sheraton San Jose Airport	US\$2.8 million	24.0% of GOR plus 24.0% of GOP minus Fixed Rent
The Westin Sacramento	US\$1.6 million	23.0% of GOR plus 22.0% of GOP minus Fixed Rent
Embassy Suites by Hilton Palm Desert	US\$1.4 million	18.0% of GOR plus 17.0% of GOP minus Fixed Rent
The Queen Mary Long Beach ⁽¹⁾	US\$10.4 million/ US\$10.608 million	8.0% of GOP
Renaissance Denver Stapleton	US\$3.9 million	17.0% of GOR plus 24.0% of GOP minus Fixed Rent
Holiday Inn Denver East – Stapleton	US\$2.3 million	20.0% of GOR plus 22.0% of GOP minus Fixed Rent
Sheraton Denver Tech Center Hotel	US\$1.8 million	16.0% of GOR plus 18.0% of GOP minus Fixed Rent
Holiday Inn Resort Orlando Suites – Waterpark	US\$7.5 million	19.0% of GOR plus 22.0% of GOP minus fixed rent
Crowne Plaza Dallas Near Galleria-Addison	US\$2.5 million	18.0% of GOR plus 20.0% of GOP minus Fixed Rent
Hilton Houston Galleria Area	US\$2.2 million	22.0% of GOR plus 20.0% of GOP minus Fixed Rent
Renaissance Woodbridge	US\$3.4 million	19.0% of GOR plus 19.0% of GOP minus Fixed Rent
Crowne Plaza Danbury	US\$0.8 million	10.0% of GOR plus 10.0% of GOP minus Fixed Rent
Doubletree by Hilton Salt Lake City Airport	US\$2.6 million	21.0% of GOR plus 22.0% of GOP minus Fixed Rent
Hilton Atlanta Northeast	US\$2.4 million	19.0% of GOR plus 20.0% of GOP minus Fixed Rent
Total	US\$58.2 million/ US\$58.408 million	

Note:

- (1) For the purpose of the Unaudited Pro Forma Consolidated Statements of Comprehensive Income, Fixed Rent for The Queen Mary Long Beach is assumed to be US\$10.4 million per annum in FY2016 with a rental escalation of 2.0% per annum from FY2017 and onwards. The Fixed Rent received from The Queen Mary Long Beach has been pro-rated accordingly for FY2016 assuming the acquisition took place on 16 April 2016.

The Variable Rent formula for all the Properties except The Queen Mary Long Beach, is computed based on the sum of the stated percentage of Gross Operating Revenue and stated percentage of Gross Operating Profit less Fixed Rent, or deemed to be zero if it is a negative figure. The Gross Operating Revenue and Gross Operating Profit for different Hotels vary depending on the individual Hotels' performance and operating margins. For The Queen Mary Long Beach, the Variable Rent formula is 8.0% of Gross Operating Profit, over and above the Fixed Rent, and will not be computed based on Gross Operating Revenue. The Managers will monitor the calculation of the Variable Rent.

(See "Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Master Lease Agreements" for further details.)

Property Expenses

Property expenses for EH-REIT includes mainly property tax and property insurance for the Properties and ground rent relating only to The Queen Mary Long Beach. For The Queen Mary Long Beach, property tax, property insurance and ground rent are recoverable from the Master Lessee under the Master Lease Agreement in respect of The Queen Mary Long Beach.

Property Taxes

Property taxes for the Properties are assessed on an annual basis and are payable on a semi-annual or annual basis based on the local taxing authority in which the property is located. In most jurisdictions, properties are periodically re-assessed to determine value and the taxes due are generally computed as the product of the assessed value and the current property tax rate. It has been assumed that the basis of assessment for property tax by the tax authorities in each of the jurisdictions, other than California, will remain the same as per the latest year of assessment. In California, when there is a change in ownership of real property, the property must be reassessed at its full cash value as of the date of the change in ownership. Reassessment establishes a new base year value for the property. If the change in ownership occurs between January 1 and June 30, the new base year value is adjusted on the following January 1 by an inflation factor.

Property Insurance

EH-REIT incurs expenses for certain insurance coverage for the hotel building and relevant plant, machinery, equipment and infrastructure including fire, physical damage and malicious intent.

REIT Manager's Management Fee

Pursuant to the EH-REIT Trust Deed, the REIT Manager is entitled to a Management Fee comprising a Base Fee of 10.0% per annum of EH-REIT's distributable income (calculated before accounting for the Base Fee and the Performance Fee) and a Performance Fee of 25.0% per annum of the difference in EHT's DPS in a financial year with EHT's DPS in the preceding financial year (calculated before accounting for the REIT Manager's Performance Fee and the Trustee-Manager's Performance Fee but after accounting for the REIT Manager's Base Fee and the Trustee-Manager's Base Fee in each financial year) multiplied by the weighted average number of Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-REIT Trust Deed).

There should be no double-counting of fees. In the event that both the REIT Manager and the Trustee-Manager are entitled to the Performance Fee, such fees payable to both the REIT Manager and the Trustee-Manager will be apportioned based on the respective proportionate contributions of EH-REIT and EH-BT in the Performance Fee. For the avoidance of doubt, the maximum Performance Fee payable to both the REIT Manager and the Trustee-Manager collectively is 25.0% per annum of the difference in EHT's DPS in a financial year with EHT's DPS in the preceding financial year (calculated before accounting for the REIT Manager's Performance Fee and the Trustee-Manager's Performance Fee but after accounting for the REIT Manager's Base Fee and the Trustee-Manager's Base Fee in each financial year) multiplied by the weighted average number of Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-REIT Trust Deed and the EH-BT Trust Deed).

The Unaudited Pro Forma Consolidated Statements of Comprehensive Income for FY2016, FY2017 and FY2018 are prepared assuming the REIT Manager has received 100.0% of the Base Fee and 100.0% of the Performance Fee in the form of Stapled Securities for FY2016, FY2017 and FY2018. The portion of the Base Fees paid in the form of Stapled Securities is paid quarterly in arrears and the portion of the REIT Performance Fee paid in the form of Stapled Securities is paid annually in arrears. Where management fees are payable in Stapled Securities, the Stapled Securities are assumed to be issued at the Offering Price.

(See "Management and Corporate Governance – Fees Payable to the REIT Manager" for further details.)

REIT Trustee's Fee

Pursuant to the EH-REIT Trust Deed, the REIT Trustee's fee shall not exceed a maximum of 0.1% per annum of the EH-REIT Deposited Property, subject to a minimum fee of S\$15,000 per month, excluding out-of-pocket expenses and GST. The REIT Trustee's fee is accrued daily and will be paid monthly in arrears in accordance with the EH-REIT Trust Deed. The REIT Trustee is also paid a one-time inception fee, as may be agreed between the REIT Trustee and the REIT Manager, of up to S\$60,000. (See "Management and Corporate Governance – Trustee fee" for further details.)

Trustee-Manager's Fee

For the purposes of the Unaudited Pro forma Consolidated Financial Information, it is assumed that EH-BT is dormant.

Other Trust Expenses

Other trust expenses of EHT include recurring trust expenses such as compliance expenses, annual listing fees, registry and secretarial fees, audit and tax advisory fees, valuation fees, costs associated with the preparation and distribution of reports to the holders of the Stapled Securities, investor communication costs and other miscellaneous expenses.

Finance Income

Finance income consists of interest income earned from security deposits received from the Master Lessees in the form of cash amounting to approximately five months of the Fixed Rent, general working capital and restricted cash placed in financial institutions at a rate of 1.6% per annum.

Finance Costs

Finance costs consist of interest expense on loans and borrowings, amortisation of upfront fees and debt-related transaction costs.

For the purposes of the Unaudited Pro Forma Consolidated Statements of Comprehensive Income, it is assumed that approximately US\$310 million and US\$60 million will be drawn down from the New Term Loan Facilities and the Unsecured Loan respectively in FY2016, FY2017 and FY2018 to part-finance the acquisition of the USHI Portfolio.

The REIT Manager has assumed the average effective interest rate for FY2016, FY2017 and FY2018 on the New Term Loan Facilities to be approximately 4.2% per annum, including cost of interest rate hedging contracts to fix the interest rate on at least 75% of the amounts outstanding under the New Term Loan Facilities, amortisation of debt-related transaction costs, and upfront interest expenses.

Any upfront fees and debt-related transaction costs incurred in relation to the New Term Loan Facilities are assumed to be amortised over the term of the New Term Loan Facilities and have been included as part of finance costs.

Capital Expenditure

The below-mentioned capital expenditure and repair, maintenance and renewal of FF&E, were incurred on the Properties during the relevant financial year for FY2016, FY2017 and FY2018.

The amounts spent are assumed to have no impact on the Unaudited Pro Forma Consolidated Statements of Comprehensive Income for FY2016, FY2017 and FY2018 and the Unaudited Pro Forma Consolidated Statement of Cash Flows for the year ended 31 December 2018 as they are borne by the Sponsor.

Capital Expenditure and FF&E

	FY2016	FY2017	FY2018
Sheraton Pasadena	–	14,082	1,530
Holiday Inn Hotel & Suites Anaheim	108	298	–
Embassy Suites by Hilton Anaheim North	727	2,942	58
Holiday Inn Hotel & Suites San Mateo	2,461	1,457	–
Four Points by Sheraton San Jose Airport	331	–	–
The Westin Sacramento	–	–	–
Embassy Suites by Hilton Palm Desert	1,600	892	22
The Queen Mary Long Beach	–	15,657	7,828
Renaissance Denver Stapleton	–	15,256	1,503
Holiday Inn Denver East – Stapleton	–	9,338	1,539
Holiday Inn Resort Orlando Suites – Waterpark	17,133	2,442	–
Crowne Plaza Danbury	–	117	219
Total	22,360	62,481	12,699

Taxes

Tax expense consists of current tax, withholding tax and deferred tax expenses.

Current tax expense comprises state and local taxes, as well as federal income tax. Corporations, limited liability companies and partnerships may be subject to state and local income taxation in the jurisdictions where the properties are located. The state corporate income tax rates for those jurisdictions currently range between 4.63% and 11.5% of taxable income. Certain states impose minimum taxes and/or franchise taxes regardless of the amount of taxable income in the state. The current federal income tax rate is 21.0%, subject to applicable deductions allowed.

Withholding tax expense relates to withholding taxes on intra-group distributions estimated based on a rate of 30%.

The Managers have assumed no withholding tax to be payable by holders of Stapled Securities on interest paid by US Corp to Cayman Corp 1 under the portfolio interest exemption. This assumes holders of Stapled Securities will comply with certain documentation requirements in order to be exempted from US withholding tax, and that EH-REIT which intends to enter into an agreement with the IRS as a withholding foreign partnership for US federal income tax purposes, will comply with the requirement to withhold tax from distributions to those who fail to provide or to update relevant information as necessary.

On 20 December 2018, the IRS released the 267A Proposed Regulations denying a US payer interest deductions for certain interest payments to related parties pursuant to a hybrid transaction and the Managers do not expect the 267A Proposed Regulations to disallow a deduction for the interest payments made to Cayman Corp 1. It is noted that the 267A Proposed Regulations have not been finalised and although not expected, it is possible that subsequent official interpretations of these regulations or the finalised regulations will alter the above conclusion. (See Appendix F, "Independent Taxation Report – United States Taxation – Taxation of US Corp" and "United States Taxation Report – Taxation of US Corp")

The Managers have also assumed that the interest rate on the loan from Cayman Corp 1 is on an arm's length basis under applicable US transfer pricing regulations, that the deductibility of interest is not otherwise limited, and that the loan will be respected as *bona fide* debt. As such, the interest payments are expected to be fully deductible for US tax purpose.

Cayman Corp 1 will not be subject to an entity level tax in the Cayman Islands since the Cayman Islands does not impose any direct taxes (including income or withholding tax) under existing legislation on its corporate entities.

(See "Taxation" and "Risk Factors" for further details regarding taxes.)

Deferred tax expense in respect of FY2016 arises from deferred tax recognised on the estimated fair value gains on the USHI Portfolio (which is based on the difference between the carrying amount of the USHI Portfolio and the assumed fair values of the properties at the end of FY2016 (taking into consideration the independent valuation obtained from HVS). The fair values of the USHI Portfolio as at the end of FY2016 are assumed to remain unchanged as at the end of FY2017 and FY2018, except to the extent of capital expenditure incurred.

Amount Available for Distribution

The amount available for distribution to Stapled Securityholders is derived by adding back the following main items to the profit after tax of EH-REIT:

- (a) Amortisation of deferred income and straight-lining of rental income;
- (b) Finance expense arising from remeasuring non-current rental deposits at amortised cost;
- (c) 100.0% of the REIT Manager's management fees, which are paid or payable to the REIT Manager in the form of Stapled Securities at the prevailing market price;
- (d) REIT Trustee's fees;
- (e) Amortisation of debt-related transaction costs;

(f) Fair value changes to the USHI Portfolio; and

(g) Deferred tax expenses.

Comparison of EH-REIT's Performance

FY2017 over FY2016

Revenue

Revenue from all the properties increased by 7.2% or US\$3.7 million from US\$51.2 million in FY2016 to US\$54.9 million in FY2017.

(See “– Analysis of the Performance of the Properties from FY2016 to FY2017 for further details on the factors contributing to the improvement in performance of the Properties.)

Property Expenses

Property expenses increased by 41.0% or US\$2.9 million from US\$7.0 million in FY2016 to US\$9.9 million in FY2017.

Net Property Income

Net Property Income increased by 1.9% or US\$0.8 million from US\$44.2 million in FY2016 to US\$45.0 million in FY2017.

REIT Manager's Management Fees

The REIT Manager's Base Fee amounted to US\$2.7 million in FY2017 and was substantially unchanged from FY2016 to FY2017. Arising from an improvement in EH-REIT's DPS in FY2017, a REIT Manager's Performance Fee of US\$0.1 million has been assumed in FY2017.

REIT Trustee's Fees

The REIT Trustee's fees amounted to US\$0.2 million in FY2017 and remained substantially unchanged from FY2016 to FY2017 as the underlying value of the EH-REIT Deposited Property remained substantially unchanged.

Other Trust Expenses

Other trust expenses amounted to US\$1.7 million in FY2017 and remained substantially unchanged from FY2016 to FY2017.

Finance Costs

Finance costs amounted to US\$15.7 million in FY2017 and remained substantially unchanged from FY2016 to FY2017.

Profit after Tax

Profit after tax decreased by US\$88.7 million to US\$24.8 million in FY2017 primarily due to a fair value gain recognised in FY2016.

FY2018 over FY2017

Revenue

Revenue from all the properties increased by 8.4% or US\$4.6 million from US\$54.9 million in FY2017 to US\$59.5 million in FY2018.

(See “Analysis of the Performance of the Properties – Key Drivers for Hotel Room Revenue” for further details on the factors contributing to the improvement in performance of the Properties.)

Property Expenses

Property expenses increased by 23.1% or US\$2.3 million from US\$9.9 million in FY2017 to US\$12.1 million in FY2018. The increase in property expenses was mainly due to the higher property tax assessments in FY2018 for a number of Properties.

Net Property Income

Net Property Income increased by 5.2% or US\$2.3 million from US\$45.0 million in FY2017 to US\$47.3 million in FY2018.

Other Income

Other Income amounted to US\$2.4 million in FY2018 due to insurance proceeds of US\$0.8 million relating to a fire in Embassy Suites by Hilton Palm Desert and US\$1.6 million relating to a hurricane in Holiday Inn Orlando Suites – Waterpark.

REIT Manager’s Management Fees

The REIT Manager’s Base Fee increased by 17.4% or US\$0.5 million from US\$2.7 million to US\$3.2 million in FY2018. Arising from an improvement in EH-REIT’s DPS in FY2018, a REIT Manager’s Performance Fee of US\$1.0 million has been assumed in FY2018.

REIT Trustees’ Fees

The REIT Trustee’s fees amounted to US\$0.2 million in FY2018 and remained substantially unchanged from FY2017 to FY2018 as the underlying value of the EH-REIT Deposited Property remained substantially unchanged.

Other Trust Expenses

Other trust expenses increased by 15.7% or US\$0.3 million from US\$1.7 million in FY2017 to US\$2.0 million in FY2018.

Finance Costs

Finance costs amounted to US\$15.7 million in FY2018 and remained substantially unchanged from FY2017 to FY2018.

Profit after Tax

Profit after tax increased by US\$3.1 million to US\$27.9 million in FY2018 primarily due to higher net property income in FY2018.

Analysis of the Performance of the Properties

EH-REIT's performance is a function of the performance and operations of the underlying Hotels, which in turn is affected by various factors, including changes in revenue mix and occupancy levels. The performance of the Hotels for FY2016, FY2017 and FY2018 is discussed in detail below.

Gross Operating Revenue and Gross Operating Profit Trends of the Hotels

The Gross Operating Revenue and Gross Operating Profit of the Hotels for FY2016, FY2017 and FY2018 are set out below:

	FY2016		FY2017		FY2018	
	GOR (US\$'000)	GOP (US\$'000)	GOR (US\$'000)	GOP (US\$'000)	GOR (US\$'000)	GOP (US\$'000)
Sheraton Pasadena	18,960	7,070	12,378	2,481	17,712	5,774
Holiday Inn Hotel & Suites Anaheim	11,523	4,711	12,073	4,719	12,398	4,988
Embassy Suites by Hilton Anaheim North	11,936	3,914	11,469	3,375	12,342	3,344
Holiday Inn Hotel & Suites San Mateo	8,868	3,353	9,390	3,442	10,050	3,971
Four Points by Sheraton San Jose Airport	11,099	4,041	11,646	4,321	13,006	4,829
The Westin Sacramento	6,638	2,271	7,065	2,547	7,192	2,735
Embassy Suites by Hilton Palm Desert	7,529	2,330	7,144	1,757	7,368	1,634
The Queen Mary Long Beach	44,066	7,158	57,755	6,503	60,648	11,228
Renaissance Denver Stapleton	21,172	5,093	17,984	3,495	21,518	5,765
Holiday Inn Denver East – Stapleton	9,949	2,492	7,075	575	8,546	1,380
Holiday Inn Resort Orlando Suites – Waterpark	23,834	3,637	28,831	5,435	36,189	8,188
Crowne Plaza Danbury	7,004	1,224	6,180	418	7,236	764
Total	182,578	47,294	188,990	39,068	214,205	54,600

A breakdown of the Gross Operating Revenue and Gross Operating Profit of each Property in FY2016 is set out below:

Hotel	Room Revenue	F&B Revenue	Other and Miscellaneous Revenue	Gross Operating Revenue	Operating Expenses	Gross Operating Profit	Gross Operating Profit Margin
	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(%)
Sheraton Pasadena	15,888	2,278	794	18,960	11,890	7,070	37.3%
Holiday Inn Hotel & Suites Anaheim	9,736	1,124	663	11,523	6,812	4,711	40.9%
Embassy Suites by Hilton Anaheim North	10,007	1,453	476	11,936	8,022	3,914	32.8%
Holiday Inn Hotel & Suites San Mateo	8,215	517	136	8,868	5,515	3,353	37.8%
Four Points by Sheraton San Jose Airport	9,592	1,326	181	11,099	7,058	4,041	36.4%
The Westin Sacramento	5,595	0	1,043	6,638	4,367	2,271	34.2%
Embassy Suites by Hilton Palm Desert	6,974	469	86	7,529	5,199	2,330	30.9%
The Queen Mary Long Beach ⁽¹⁾	8,820	14,013	21,233	44,066	36,908	7,158	16.2%
Renaissance Denver Stapleton	13,785	6,860	527	21,172	16,079	5,093	24.1%
Holiday Inn Denver East – Stapleton	8,372	1,511	66	9,949	7,457	2,492	25.0%
Holiday Inn Resort Orlando Suites – Waterpark	13,627	4,494	5,713	23,834	20,197	3,637	15.3%
Crowne Plaza Danbury	5,324	1,640	40	7,004	5,780	1,224	17.5%
Total	115,935	35,685	30,958	182,578	135,284	47,294	25.9%

Note:

(1) Figures for The Queen Mary Long Beach are for the period from 16 April 2016 to 31 December 2016.

A breakdown of the Gross Operating Revenue and Gross Operating Profit of each Property in FY2017 is set out below:

Property	Room Revenue	F&B Revenue	Other and Miscellaneous Revenue	Gross Operating Revenue	Operating Expenses	Gross Operating Profit	Gross Operating Profit Margin
	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(%)
Sheraton Pasadena	10,247	1,624	507	12,378	9,897	2,481	20.0%
Holiday Inn Hotel & Suites Anaheim	10,005	1,096	972	12,073	7,354	4,719	39.1%
Embassy Suites by Hilton Anaheim North	9,646	1,290	533	11,469	8,094	3,375	29.4%
Holiday Inn Hotel & Suites San Mateo	8,791	519	80	9,390	5,948	3,442	36.7%
Four Points by Sheraton San Jose Airport	9,852	1,546	248	11,646	7,325	4,321	37.1%
The Westin Sacramento	6,036	182	847	7,065	4,518	2,547	36.1%
Embassy Suites by Hilton Palm Desert	6,669	397	78	7,144	5,387	1,757	24.6%
The Queen Mary Long Beach	12,477	17,463	27,815	57,755	51,252	6,503	11.3%
Renaissance Denver Stapleton	10,902	6,646	436	17,984	14,489	3,495	19.4%
Holiday Inn Denver East – Stapleton	5,961	1,092	22	7,075	6,500	575	8.1%
Holiday Inn Resort Orlando Suites – Waterpark	17,604	4,672	6,555	28,831	23,396	5,435	18.9%
Crowne Plaza Danbury	4,775	1,350	55	6,180	5,762	418	6.8%
Total	112,965	37,877	38,148	188,990	149,922	39,068	20.7%

A breakdown of the Gross Operating Revenue and Gross Operating Profit of each Property for FY2018 is set out below:

Property	Room Revenue	F&B Revenue	Other and Miscellaneous Revenue	Gross Operating Revenue	Operating Expenses	Gross Operating Profit	Gross Operating Profit Margin
	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(US\$'000)	(%)
Sheraton Pasadena	14,739	1,866	1,107	17,712	11,938	5,774	32.6%
Holiday Inn Hotel & Suites Anaheim	10,493	1,125	780	12,398	7,410	4,988	40.2%
Embassy Suites by Hilton Anaheim North	9,881	1,445	1,016	12,342	8,998	3,344	27.1%
Holiday Inn Hotel & Suites San Mateo	9,352	491	207	10,050	6,079	3,971	39.5%
Four Points by Sheraton San Jose Airport	11,010	1,384	612	13,006	8,177	4,829	37.1%
The Westin Sacramento	6,177	167	848	7,192	4,457	2,735	38.0%
Embassy Suites by Hilton Palm Desert	6,738	451	179	7,368	5,734	1,634	22.2%
The Queen Mary Long Beach	12,739	18,687	29,222	60,648	49,420	11,228	18.5%
Renaissance Denver Stapleton	14,041	7,076	401	21,518	15,753	5,765	26.8%
Holiday Inn Denver East – Stapleton	7,471	1,024	51	8,546	7,166	1,380	16.1%
Holiday Inn Resort Orlando Suites – Waterpark	21,319	5,576	9,294	36,189	28,001	8,188	22.6%
Crowne Plaza Danbury	5,486	1,684	66	7,236	6,472	764	10.6%
Total	129,446	40,976	43,783	214,205	159,605	54,600	25.5%

Revenue Mix of the Hotels

The following table sets out the composition of the Gross Operating Revenue of the Properties during FY2016, FY2017 and FY2018:

	FY2016 ⁽¹⁾		FY2017		FY2018	
	(US\$'000)	%	(US\$'000)	%	(US\$'000)	%
Room Revenue	115,935	63.5%	112,965	59.8%	129,446	60.5%
F&B Revenue	35,685	19.5%	37,877	20.0%	40,976	19.1%
Other and miscellaneous income	30,958	17.0%	38,148	20.2%	43,783	20.4%
Total	182,578	100.0%	188,990	100.0%	214,205	100.0%

Note:

(1) Figures for The Queen Mary Long Beach are for the period from 16 April 2016 to 31 December 2016.

The major contributor to the Gross Operating Revenue of the Hotels is room revenue, which is based on each Hotel's total available rooms and RevPAR, which is in turn driven by the ADR and the Occupancy Rate.

F&B revenue comprises revenue from the restaurants, lounges and bars, including revenue from banqueting sale, event catering services, room service and room mini-bar sales.

Other and miscellaneous income includes items such as provision of telecommunication services, internet broadband services, laundry services, operation of carparks, spa and health clubs and the usage of business centres as well as rental income received from retail spaces in certain Hotels, commissions from third parties (such as automobile rentals or vending machines) and resort fees.

In relation to The Queen Mary Long Beach, other and miscellaneous income also includes revenue from the various tours, attractions and events held through the year and fee paid by Carnival Cruise Line for each passenger who embarks/disembarks from the ferry terminal.

Key Drivers of Hotel Room Revenue

The ADR of the individual Hotels for FY2016, FY2017 and FY2018 are set out below:

Hotel	ADR (US\$)		
	FY2016	FY2017	FY2018
Sheraton Pasadena	162.4	178.5	169.0
Holiday Inn Hotel & Suites Anaheim	118.9	122.6	130.5
Embassy Suites by Hilton Anaheim North	140.7	144.9	149.7
Holiday Inn Hotel & Suites San Mateo	142.8	156.0	153.8
Four Points by Sheraton San Jose Airport	162.0	171.5	184.7
The Westin Sacramento	186.3	199.6	202.9
Embassy Suites by Hilton Palm Desert	136.2	136.5	145.4
The Queen Mary Long Beach	144.1 ⁽¹⁾	144.6	144.4
Renaissance Denver Stapleton	121.3	125.2	128.0
Holiday Inn Denver East – Stapleton	103.6	102.7	102.1
Holiday Inn Resort Orlando Suites – Waterpark	117.5	101.6	106.7
Crowne Plaza Danbury	93.2	93.3	95.3
Average	132.4	132.2	134.9

Note:

(1) ADR shown for The Queen Mary Long Beach is for the entire year from 1 January 2016 to 31 December 2016.

The Occupancy Rate of the individual Hotels for FY2016, FY2017 and FY2018 are set out below:

Hotel	Occupancy Rate		
	FY2016	FY2017	FY2018
Sheraton Pasadena	85.9%	50.6%	76.8%
Holiday Inn Hotel & Suites Anaheim	87.7%	87.7%	86.4%
Embassy Suites by Hilton Anaheim North	87.2%	81.8%	81.1%
Holiday Inn Hotel & Suites San Mateo	71.5%	70.5%	76.1%
Four Points by Sheraton San Jose Airport	83.0%	80.7%	83.8%
The Westin Sacramento	81.2%	82.0%	82.6%
Embassy Suites by Hilton Palm Desert	70.7%	67.6%	64.1%
The Queen Mary Long Beach	65.2% ⁽¹⁾	68.3%	69.8%
Renaissance Denver Stapleton	77.6%	59.6%	75.1%
Holiday Inn Denver East – Stapleton	74.1%	53.4%	67.3%
Holiday Inn Resort Orlando Suites – Waterpark	40.8%	61.1%	70.5%
Crowne Plaza Danbury	64.5%	58.0%	65.2%
Average	68.9%	65.6%	73.7%

Note:

(1) Occupancy rate shown for The Queen Mary Long Beach is for the entire year from 1 January 2016 to 31 December 2016.

The RevPAR of the individual Hotels for FY2016, FY2017 and FY2018 are set out below:

Hotel	RevPAR (US\$)		
	FY2016	FY2017	FY2018
Sheraton Pasadena	139.6	90.3	129.8
Holiday Inn Hotel & Suites Anaheim	104.3	107.5	112.7
Embassy Suites by Hilton Anaheim North	122.6	118.5	121.4
Holiday Inn Hotel & Suites San Mateo	102.0	109.9	117.0
Four Points by Sheraton San Jose Airport	134.4	138.4	154.7
The Westin Sacramento	151.4	163.7	167.6
Embassy Suites by Hilton Palm Desert	96.2	92.3	93.2
The Queen Mary Long Beach	93.9 ⁽¹⁾	98.8	100.7
Renaissance Denver Stapleton	94.2	74.7	96.2
Holiday Inn Denver East – Stapleton	76.8	54.8	68.7
Holiday Inn Resort Orlando Suites – Waterpark	47.9	62.1	75.2
Crowne Plaza Danbury	60.1	54.1	62.1
Average	91.2	86.8	99.5

Note:

(1) RevPAR shown for The Queen Mary Long Beach is for the entire year from 1 January 2016 to 31 December 2016.

General Commentary on the Aggregate Performance of the Hotels

FY2017 over FY2016

The aggregate Gross Operating Revenue of the Hotels increased US\$6.4 million or 3.5% from US\$182.6 million in FY2016 to US\$189.0 million in FY2017, while the aggregate Gross Operating Profit of the Hotels declined US\$8.2 million or 17.4% from US\$47.3 million in FY2016 to US\$39.1 million in FY2017.

Between FY2016 and FY2017, portfolio occupancy rate declined from 68.9% to 65.6% and portfolio ADR was relatively constant at US\$132.4 in FY2016 and US\$132.2 in FY2017. As a result, RevPAR declined 4.8% from US\$91.2 to US\$86.8.

FY2018 over FY2017

The aggregate Gross Operating Revenue of the Hotels increased US\$25.2 million or 13.3% from US\$189.0 million in FY2017 to US\$214.2 million in FY2018. The aggregate Gross Operating Profit of the Hotels grew by US\$15.5 million or 39.8% from US\$39.1 million in FY2017 to US\$54.6 million in FY2018.

Between FY2017 and FY2018, portfolio occupancy rate improved markedly from 65.6% to 73.7% and portfolio ADR increased marginally from US\$132.2 in FY2017 and US\$134.9 in FY2018. As a result, RevPAR grew by 14.6% from US\$86.8 to US\$99.5.

General Commentary on the Performance of Individual Hotels

Sheraton Pasadena

Sheraton Pasadena underwent a full-scale renovation of guestrooms, lobby, meeting space, and restaurant, commencing in early FY2017 which resulted in a low occupancy rate of 50.6% for FY2017 compared to 85.9% for FY2016. ADR increased to US\$178.5, representing an increase of 9.9% between FY2016 and FY2017 as a result of the compression created by the renovation resulting in fewer available rooms. Gross Operating Revenue decreased by US\$6.6 million or 34.7% from FY2016 to FY2017, and Gross Operating Profit decreased by US\$4.6 million or 64.9%.

With the most disruptive aspects of the full-scale renovation having ended in early FY2018, RevPAR for FY2018 increased to US\$129.8. Gross Operating Revenue increased by US\$5.3 million or 43.1% in FY2018. Gross Operating Profit improved by US\$3.3 million or 132.7% in FY2018 as a result of higher revenue and improved cost efficiencies.

Holiday Inn Hotel & Suites Anaheim

Gross Operating Revenue grew steadily between FY2016 and FY2018 due to strong leisure demand from the hotel's proximity to Disneyland and a growing economy. However, Gross Operating Profit was flat between FY2016 and FY2017 due to the growing minimum wage in Orange County. In FY2018, the hotel experienced strong group bookings, which contributed to ADR growth of 6.4% over FY2017 and RevPAR growth of 4.8% over FY2017. In addition, the property's adjacent location to Disneyland insulated it from new competitive supply in the area. Overall, Gross Operating Revenue increased by US\$0.9 million or 7.6% between FY2016 and FY2018 and Gross Operating Profit increased by US\$0.3 million or 5.9% over the same period.

Embassy Suites by Hilton Anaheim North

RevPAR declined 3.3% in FY2017 led by a decline in occupancy rate from 87.2% in FY2016 to 81.8% in FY2017. The decline in occupancy rate was due to new hotel openings near Disneyland, many of which directly compete in the same market class as the Embassy Suites by Hilton Anaheim North and are better located relative to the Disneyland resort. As a result, Gross Operating Revenue declined US\$0.5 million or 3.9% in FY2017 compared to FY2016. In addition to these openings, rising costs of labour in Orange County directly resulted in higher costs of business and a decline of US\$0.5 million or 13.8% in Gross Operating Profit.

In FY2018, the hotel shifted focus towards the higher paying transient segment which grew ADR to US\$149.7, exceeding FY2016's ADR of US\$140.7. Gross Operating Revenue for FY2018 exceeded that of FY2016 by US\$0.4 million or 3.4%. However, the rising minimum wage in Orange County resulted in a reduction in Gross Operating Profit by US\$0.6 million or 14.6% for FY2018 compared to FY2016.

Holiday Inn Hotel & Suites San Mateo

Holiday Inn Hotel & Suites San Mateo had a renovation underway throughout FY2016 and FY2017 impacting guestrooms, lobby, and meeting space. As a result of the renovation-driven compression and rebranding exercise of one building to Holiday Inn, ADR grew by 9.2% from FY2016 to FY2017 enabling Gross Operating Revenue and Gross Operating Profit to increase despite ongoing work at the property. In FY2018, the hotel secured a large group airlines contract that contributed to a significant increase in RevPAR of 6.5% over FY2017. Gross Operating Revenue increased by US\$0.7 million or 7.0% from FY2017 to FY2018 and Gross Operating Profit increased by US\$0.5 million or 15.4% over the same period.

Four Points by Sheraton San Jose Airport

Four Points by Sheraton San Jose Airport experienced strong growth in both Gross Operating Revenue and Gross Operating Profit between FY2016 and FY2018. The hotel continued to benefit from the rebranding from an independent hotel to Four Points by Sheraton, which was completed by early FY2016, along with strong economic fundamentals in the nearby San Francisco Bay Area. In FY2018, the hotel secured a second airline contract. Between FY2016 and FY2018, RevPAR grew 15.1%, Gross Operating Revenue grew US\$1.9 million or 17.2% and Gross Operating Profit grew US\$0.8 million or 19.5%.

The Westin Sacramento

The performance of Westin Sacramento has been stable which is reflected in the steady growth in both Gross Operating Revenue and Gross Operating Profit since FY2016. While the new Kimpton Sawyer Hotel in downtown Sacramento, which is a competing property, opened towards the end of FY2017, the property was able to maintain its competitiveness with a 2.4% growth in RevPAR for FY2018. In FY2018 compared to FY2016, Gross Operating Revenue grew US\$0.6 million or 8.3% while Gross Operating Profit grew at a higher rate of 20.4% or US\$0.5 million, in part due to improved cost efficiencies.

Embassy Suites by Hilton Palm Desert

The hotel benefited from a series of highly successful concerts held in the vicinity in FY2016 that supported the entire market, but many of these concerts did not repeat in FY2017. As a result, ADR, occupancy rate and RevPAR was lower in FY2017 which led to a decline in Gross Operating Revenue of US\$0.4 million or 5.1% and Gross Operating Profit by US\$0.6 million or 24.6%. Two fires occurred in the month of January 2018 which resulted in closure of the hotel in the midst of the peak season which had a material adverse impact in the Gross Operating Revenue in January. The fires were caused by a short circuit in the electrical panel which has since been replaced and

repaired. However, the completion of a renovation programme in early 2018 involving all rooms, public and outdoor spaces and strong group demand in the second half of FY2018 helped offset the revenue loss from the January fires, which enabled a slight growth in Gross Operating Revenue of US\$0.2 million or 3.1% and a minimal decrease in Gross Operating Profits of US\$0.1 million or 7.0% between FY2017 and FY2018.

The Queen Mary Long Beach

The Queen Mary Long Beach was acquired in April 2016 and the 2016 figures reflect only a partial year. In November 2016 and in conjunction with the City of Long Beach, the property started a large-scale capital improvement plan addressing both structural items at the property as well as repositioning and reopening unused public and revenue-generating spaces, including meeting space, restaurants, and attraction venues. That disruption continued into FY2018, and the performance of the property has gradually improved as the work has completed progressively.

From FY2017 to FY2018 as the property continues to stabilise, Gross Operating Revenue increased by 5.0% from US\$57.8 million to US\$60.6 million, and Gross Operating Profit increased by 72.7% from US\$6.5 million to US\$11.2 million. The key drivers of the gains in Gross Operating Revenue between FY2017 and FY2018 are due to (i) increase in F&B revenue by US\$1.2 million or 7.0% from the reopening of restaurants post renovations in FY2017 and stronger patronage from increased activities in and around the property, (ii) increase in parking revenues from Carnival Cruise Line of US\$1.3 million, which started in mid-FY2018 and (iii) increase in concert revenues of US\$0.3 million due to a multi-year contract with Goldenvoice, worth US\$1.25 million in FY2018, which was absent in FY2017.

Renaissance Denver Stapleton

Renaissance Denver Stapleton underwent a comprehensive renovation encompassing the entire hotel, which included the 400 guestrooms, meeting space, lobby, public space, and restaurant in May FY2017 and lasted till September FY2018. As a result, the hotel's occupancy rate in FY2017 dropped from 77.6% to 59.6% which led to a 20.7% decline in RevPAR to US\$74.7. In FY2017 compared to FY2016, Gross Operating Revenue decreased by US\$3.2 million or 15.1% and Gross Operating Profit decreased by US\$1.6 million or 31.4%. Following the comprehensive renovation, RevPAR for FY2018 was US\$96.2 which was an improvement of 2.1% over that of FY2016. Correspondingly, the property recorded a higher Gross Operating Revenue and Gross Operating Profit in FY2018 of US\$21.5 million and US\$5.8 million respectively, representing an increase of 19.7% and 64.9% respectively over that of FY2017. Following the completion of the renovation, the hotel received a multi-year airline contract that will start in January 2019 and will continue into FY2020.

Holiday Inn Denver East – Stapleton

Holiday Inn Denver East – Stapleton underwent a comprehensive renovation of all guestrooms, meeting space, lobby, public space, and restaurant in May FY2017 till September FY2018. The peak of the comprehensive renovation took place in FY2017, which saw occupancy rate declining to 53.4% and RevPAR declining by 28.6% to US\$54.8. As a result, Gross Operating Revenue correspondingly declined by 28.9% or US\$2.9 million and Gross Operating Profit declined by 76.9% or US\$1.9 million. In FY2018, the hotel benefitted from the progressive completion of the comprehensive renovation in the second half of the year when the newly completed guestrooms returned. The hotel achieved a RevPAR of US\$68.7, registering a 25.4% growth between FY2017 and FY2018. Gross Operating Revenue improved by 20.8% or US\$1.5 million and Gross Operating Profit increased by 140.0% or US\$0.8 million between FY2017 and FY2018. Following the completion of the renovation, the hotel received a multi-year airline contract that started in September 2018 and will continue into FY2019 and FY2020.

Holiday Inn Resort Orlando Suites – Waterpark

The property underwent a conversion from a Nickelodeon brand to the Holiday Inn Resort Orlando Suites – Waterpark which was completed in mid FY2018, and its Gross Operating Revenue and Gross Operating Profit has increased substantially as the property continues to stabilise. RevPAR increased from US\$47.9 in FY2016 to US\$75.2 in FY2018, reflecting an increase of 57.0% over 2 years. The property's strong performance was also a function of the growth in other & miscellaneous income, which contributed 25.7% of the hotel's Gross Operating Revenue in FY2018. Other & miscellaneous income increased primarily through the implementation of resort fees, parking fees, rental of retail spaces and reclassification of insurance proceeds. Between FY2016 and FY2018, Gross Operating Revenue grew US\$12.4 million or 51.8% and Gross Operating Profit grew US\$4.6 million or 125.1% with improved margins, benefitting both from flow through of increased revenue as well as reduced operating costs versus the Nickelodeon brand.

Crowne Plaza Danbury

In FY2016, the hotel benefited from a seven-months, one-off utility company project in the vicinity which contributed to a sizeable amount of room and food revenue for the hotel. In the absence of the project in FY2017, occupancy rate declined from 64.5% to 58.0%, Gross Operating Revenue declined by US\$0.8 million or 11.8% and Gross Operating Profit declined by US\$0.8 million or 65.8%. In FY2018, the hotel successfully brought in strong group contracts which resulted in a higher RevPAR of US\$62.1 million, representing an increase of 14.8% compared to FY2017. Correspondingly, Gross Operating Revenue increased by US\$1.1 million or 17.1%, while Gross Operating Profit grew US\$0.3 million or 82.8%.

INDEBTEDNESS**EH-REIT**

For the purpose of the Unaudited Pro Forma Consolidated Statement of Financial Position as at the Listing Date, EH-REIT and its subsidiaries are expected to have access to indebtedness financing of up to approximately US\$508 million comprising: (a) US\$341 million of New Term Loan Facilities; (b) approximately US\$78 million of ASAP Mortgage Loans; and (c) US\$89 million of Unsecured Loan. The gross amount of outstanding indebtedness relating to borrowed money on or about the Listing Date is anticipated to be approximately US\$508 million, and EH-REIT will have an Aggregate Leverage of approximately 38.0%.

(See "Capitalisation and Indebtedness" for further details.)

Liquidity and Capital Resources

The REIT Manager will endeavour to maintain a strong balance sheet, employ an appropriate mix of debt and equity in financing acquisitions of properties, secure diversified funding sources to access both financial institutions and capital markets, optimise its cost of debt financing and utilise interest rate and foreign exchange hedging strategies, where appropriate, in order to minimise exposure to market volatility. In the event that EH-REIT incurs any future borrowings, the REIT Manager will periodically review EH-REIT's capital management policy with respect to its Aggregate Leverage and modify its strategy in the light of prevailing market conditions.

Accounting Policies

For a discussion of the principal accounting policies of EH-REIT, EH-BT and EHT, see Appendix C, "Unaudited Pro Forma Consolidated Financial Information" for further details.

PROFIT FORECAST AND PROFIT PROJECTION

EH-BT will not make distributions for the period in which it is dormant. Therefore distributions by EHT, when EH-BT is dormant, will comprise distributions by EH-REIT solely.

Statements contained in the “Profit Forecast and Profit Projection” section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set out in this section of this Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by any of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Joint Global Coordinators, the Joint Bookrunners or any other person, or that these results will be achieved or are likely to be achieved (see “Forward-looking Statements” and “Risk Factors”). Prospective investors in the Stapled Securities are cautioned not to place any undue reliance on these forward-looking statements that are valid only as at the date of this Prospectus.

None of EHT, EH-REIT, EH-BT, the REIT Manager, the REIT Trustee, the Trustee-Manager, the Sponsor, the Joint Global Coordinators or the Joint Bookrunners guarantees the performance of EHT, EH-REIT and EH-BT, the repayment of capital or the payment of any distributions, or any particular return on the Stapled Securities.

The following tables show the forecast and projected statements of comprehensive income for Forecast Period 2019 (from 1 May 2019 to 31 December 2019) and Projection Year 2020 (from 1 January 2020 to 31 December 2020) of EH-REIT. The forecast and projected yields stated in the following tables are calculated based on:

- ***the Offering Price;***
- ***the assumption that the Listing Date is 1 May 2019; and***
- ***the forecast and projected statements of comprehensive income for the Forecast Period 2019 and Projection Year 2020 of EH-REIT.***

Such yields will vary accordingly to the extent that the Listing Date is later than 1 May 2019, or for investors who purchase the Stapled Securities in the secondary market at a market price that differs from the Offering Price.

The financial year-end of EH-REIT is 31 December. The Profit Forecast and Profit Projection may be different to the extent that the actual date of issuance of the Stapled Securities is later than 1 May 2019. The Profit Forecast and Profit Projection are based on the assumptions set out in “Profit Forecast and Profit Projection” and have been examined by the Reporting Auditors and should be read together with the report set out in Appendix A, “Reporting Auditors’ Report on the Profit Forecast and Profit Projection”, as well as the assumptions and the sensitivity analysis set out in this section of the Prospectus.

While a profit forecast has been prepared for Forecast Period 2019, being the period commencing from 1 May 2019 and ending 31 December 2019, it should be noted that due to the seasonal nature of the hospitality business, the financial performance of the Properties may not be comparable and consistent quarter-to-quarter. Hence, comparisons between annualised financial performance of the Properties for Forecast Period 2019 and Projection Year 2020 are unlikely to provide accurate reflections of the expected changes in EH-REIT’s financial performance from 2019 to 2020.

Forecast and Projected Statements of Comprehensive Income of EH-REIT

	Forecast Period 2019 (1 May 2019 to 31 December 2019) (US\$'000)	Projection Year 2020 (1 January 2020 to 31 December 2020) (US\$'000)
Revenue	63,113	95,430
Property expenses	(12,063)	(14,090)
Net property income	51,050	81,340
REIT Manager's management fees	(3,723)	(5,758)
REIT Trustee's fee	(182)	(274)
Other trust expenses	(1,890)	(1,928)
Finance income	418	627
Finance costs	(15,407)	(23,067)
Net finance costs	(14,989)	(22,440)
Fair value change on investment properties	163,996	–
Profit before tax	194,262	50,940
Tax expense	(34,718)	(360)
Profit after tax	159,544	50,580
Distribution adjustments ⁽¹⁾	(122,315)	6,997
Income available for distribution to holders of Stapled Securities	37,229	57,577
	Forecast Period 2019 (1 May 2019 to 31 December 2019) (US\$'000)	Projection Year 2020 (1 January 2020 to 31 December 2020) (US\$'000)
Total number of issued and issuable Stapled Securities at end of period/year ('000)	872,661	880,043
Distribution per Stapled Security (cents)	4.27	6.54
Offering Price (US\$)	0.78	0.78
Distribution yield (%)	8.2% ⁽²⁾	8.4%

Notes:

- (1) "Distribution adjustments" include amortisation of deferred income, straight-lining of rental income, REIT Manager's management fees paid/payable in Stapled Securities, REIT Trustee's fees, amortisation of upfront debt-related transaction costs, finance expense arising from remeasuring non-current rental deposits at amortised cost, adjustments arising from The Queen Mary Long Beach lease, fair value changes on investment properties, deferred tax expense, timing differences relating to property tax and distributions from the drawdown of Interest Reserve Account.
- (2) Annualised by extrapolating the Forecast Period 2019 figures for a full financial year.

Revenue and Net Property Income Contribution of Individual Property

Revenue comprises rental income derived from the Initial Portfolio as set out below.

	Forecast Period 2019 (US\$'000)	Projection Year 2020 (US\$'000)
Rental income ⁽¹⁾	60,211	91,171
Recovery of expenses	2,902	4,259
Revenue	63,113	95,430

Note:

(1) Includes amortisation of deferred income and straight-lining of rental income

The forecast and projected contribution of the Properties to Revenue (excluding the amortisation of deferred income, effect of straight-lining of rental income and recovery of expenses) is as follows:

	Forecast Period 2019		Projection Year 2020	
	(US\$'000)	%	(US\$'000)	%
Sheraton Pasadena	4,534	7.8%	6,904	7.8%
Holiday Inn Hotel & Suites Anaheim	3,272	5.6%	5,040	5.7%
Embassy Suites by Hilton Anaheim North	2,157	3.7%	3,310	3.7%
Holiday Inn Hotel & Suites San Mateo	3,582	6.1%	5,524	6.2%
Four Points by Sheraton San Jose Airport	3,013	5.2%	4,631	5.2%
The Westin Sacramento	1,656	2.8%	2,485	2.8%
Embassy Suites by Hilton Palm Desert	933	1.6%	2,017	2.3%
The Queen Mary Long Beach	8,475	14.5%	12,449	14.1%
Renaissance Denver Stapleton	4,314	7.4%	6,090	6.9%
Holiday Inn Denver East – Stapleton	2,572	4.4%	3,531	4.0%
Sheraton Denver Tech Center	1,805	3.1%	2,551	2.9%
Holiday Inn Resort Orlando Suites – Waterpark	8,384	14.4%	12,521	14.2%
Crowne Plaza Dallas Near Galleria-Addison	2,291	3.9%	3,935	4.4%
Hilton Houston Galleria Area	2,108	3.6%	3,414	3.9%
Renaissance Woodbridge	3,367	5.8%	5,128	5.8%
Crowne Plaza Danbury	633	1.1%	989	1.1%
Doubletree by Hilton Salt Lake City Airport	2,786	4.8%	4,220	4.8%
Hilton Atlanta Northeast	2,433	4.2%	3,727	4.2%
Total	58,315	100.0%	88,466	100.0%

The forecast and projected contribution of the Properties to Net Property Income (excluding the amortisation of deferred income, the effect of straight-lining of rental income and timing differences relating to property tax) is as follows:

	Forecast Period 2019		Projection Year 2020	
	(US\$'000)	%	(US\$'000)	%
Sheraton Pasadena	4,017	7.8%	6,105	7.8%
Holiday Inn Hotel & Suites Anaheim	2,898	5.6%	4,462	5.7%
Embassy Suites by Hilton Anaheim North	1,838	3.6%	2,817	3.6%
Holiday Inn Hotel & Suites San Mateo	3,088	6.0%	4,761	6.1%
Four Points by Sheraton San Jose Airport	2,708	5.2%	4,160	5.3%
The Westin Sacramento	1,489	2.9%	2,227	2.8%
Embassy Suites by Hilton Palm Desert	743	1.4%	1,723	2.2%
The Queen Mary Long Beach	8,475	16.4%	12,449	15.9%
Renaissance Denver Stapleton	3,768	7.3%	5,246	6.7%
Holiday Inn Denver East – Stapleton	2,299	4.4%	3,110	4.0%
Sheraton Denver Tech Center	1,420	2.7%	1,961	2.5%
Holiday Inn Resort Orlando Suites – Waterpark	7,228	14.0%	10,734	13.7%
Crowne Plaza Dallas Near Galleria-Addison	1,815	3.5%	3,226	4.1%
Hilton Houston Galleria Area	1,770	3.4%	2,889	3.7%
Renaissance Woodbridge	2,966	5.7%	4,514	5.8%
Crowne Plaza Danbury	419	0.8%	660	0.8%
Doubletree by Hilton Salt Lake City Airport	2,530	4.9%	3,826	4.9%
Hilton Atlanta Northeast	2,266	4.4%	3,465	4.4%
Total	51,736	100.0%	78,335	100.0%

Disclaimer: The HWHI Parties, IHG and Marriott have not reviewed or endorsed any financial information or projections that are made in this Prospectus.

ASSUMPTIONS

The REIT Manager has prepared the profit forecast of EH-REIT for Forecast Period 2019 and the profit projection for Projection Year 2020 based on the Offering Price and the assumptions listed below. The REIT Manager considers these assumptions to be appropriate and reasonable as at the date of this Prospectus. However, investors should consider these assumptions as well as the profit forecast and profit projection and make their own assessment of the future performance of EH-REIT.

Revenue

Revenue under the terms of the Master Lease Agreements comprises an annual Fixed Rent, which represents the minimum Revenue to be received by EH-REIT, and a Variable Rent computed for the relevant financial period or financial year, as set out in the table below. The computation of the Fixed Rent and/or Variable Rent will not be subject to any adjustments.

The Variable Rent formula for all the Properties except The Queen Mary Long Beach, is computed based on the sum of the stated percentage of Gross Operating Revenue and stated percentage of Gross Operating Profit less Fixed Rent, or deemed to be zero if it is a negative figure. The Gross Operating Revenue and Gross Operating Profit for different Hotels vary depending on the individual Hotels' performance and operating margins.

For The Queen Mary Long Beach, Fixed Rent is US\$10.4 million per annum in Forecast Period 2019 with a rental escalation of 2.0% per annum from Projection Year 2020 and onwards. The Variable Rent formula is 8.0% of Gross Operating Profit, over and above the Fixed Rent component.

Name of Hotel	Annual Fixed Rent (US\$)	Variable Rent
Sheraton Pasadena	US\$4.2 million	22.0% of GOR plus 24.0% of GOP minus Fixed Rent
Holiday Inn & Suites Anaheim	US\$3.0 million	26.0% of GOR plus 25.0% of GOP minus Fixed Rent
Embassy Suites by Hilton Anaheim North	US\$2.1 million	20.0% of GOR plus 17.0% of GOP minus Fixed Rent
Holiday Inn Hotel & Suites San Mateo	US\$3.3 million	28.0% of GOR plus 29.0% of GOP minus Fixed Rent
Four Points by Sheraton San Jose Airport	US\$2.8 million	24.0% of GOR plus 24.0% of GOP minus Fixed Rent
The Westin Sacramento	US\$1.6 million	23.0% of GOR plus 22.0% of GOP minus Fixed Rent
Embassy Suites by Hilton Palm Desert	US\$1.4 million	18.0% of GOR plus 17.0% of GOP minus Fixed Rent
The Queen Mary Long Beach ⁽¹⁾	US\$10.4 million/ US\$10.608 million	8.0% of GOP
Renaissance Denver Stapleton	US\$3.9 million	17.0% of GOR plus 24.0% of GOP minus Fixed Rent
Holiday Inn Denver East – Stapleton	US\$2.3 million	20.0% of GOR plus 22.0% of GOP minus Fixed Rent
Sheraton Denver Tech Center Hotel	US\$1.8 million	16.0% of GOR plus 18.0% of GOP minus Fixed Rent
Holiday Inn Resort Orlando Suites – Waterpark	US\$7.5 million	19.0% of GOR plus 22.0% of GOP minus fixed rent
Crowne Plaza Dallas Near Galleria-Addison	US\$2.5 million	18.0% of GOR plus 20.0% of GOP minus Fixed Rent
Hilton Houston Galleria Area	US\$2.2 million	22.0% of GOR plus 20.0% of GOP minus Fixed Rent
Renaissance Woodbridge	US\$3.4 million	19.0% of GOR plus 19.0% of GOP minus Fixed Rent
Crowne Plaza Danbury	US\$0.8 million	10.0% of GOR plus 10.0% of GOP minus Fixed Rent
Doubletree by Hilton Salt Lake City Airport	US\$2.6 million	21.0% of GOR plus 22.0% of GOP minus Fixed Rent
Hilton Atlanta Northeast	US\$2.4 million	19.0% of GOR plus 20.0% of GOP minus Fixed Rent
Total	US\$58.2 million/ US\$58.408 million	

Note:

(1) Fixed Rent for The Queen Mary Long Beach is US\$10.4 million per annum in Forecast Period 2019 with a rental escalation of 2.0% per annum from Projection Year 2020 and onwards.

Gross Operating Revenue and Gross Operating Profit of the Hotels

The forecast and projected Gross Operating Revenue and Gross Operating Profit of each of the Hotels used in computing EH-REIT's rental income under the Master Lease Agreements for Forecast Period 2019 and Projection Year 2020 respectively are as follows:

Forecast Period 2019							
(US\$'000)	Room Revenue	F&B Revenue	Other and miscellaneous income	Gross Operating Revenue	Operating expenses	Gross Operating Profit	Gross Operating Profit Margin
Sheraton Pasadena	12,504	1,734	601	14,839	(9,551)	5,288	35.6%
Holiday Inn Hotel & Suites Anaheim	7,454	891	615	8,961	(5,190)	3,770	42.1%
Embassy Suites by Hilton Anaheim North	6,954	1,039	547	8,540	(5,899)	2,641	30.9%
Holiday Inn Hotel & Suites San Mateo	7,866	449	169	8,484	(4,325)	4,159	49.0%
Four Points by Sheraton San Jose Airport	7,730	949	404	9,082	(5,610)	3,472	38.2%
The Westin Sacramento	4,492	–	841	5,333	(3,379)	1,954	36.6%
Embassy Suites by Hilton Palm Desert	3,646	281	58	3,985	(3,110)	874	21.9%
The Queen Mary Long Beach	10,551	14,363	33,201	58,115	(38,848)	19,266	33.2%
Renaissance Denver Stapleton	11,638	5,174	553	17,365	(11,692)	5,674	32.7%
Holiday Inn Denver East – Stapleton	8,078	1,042	47	9,166	(5,809)	3,357	36.6%
Sheraton Denver Tech Center	6,307	1,929	137	8,374	(5,791)	2,583	30.8%
Holiday Inn Resort Orlando Suites – Waterpark	16,614	7,335	8,643	32,592	(22,629)	9,963	30.6%
Crowne Plaza Dallas Near Galleria-Addison	6,508	2,883	392	9,782	(7,132)	2,651	27.1%
Hilton Houston Galleria Area	5,722	1,329	216	7,267	(4,720)	2,546	35.0%
Renaissance Woodbridge	8,764	4,270	115	13,149	(8,579)	4,570	34.8%
Crowne Plaza Danbury	4,002	1,321	51	5,373	(4,421)	952	17.7%
Doubletree by Hilton Salt Lake City Airport	7,460	2,111	123	9,693	(6,279)	3,414	35.2%
Hilton Atlanta Northeast	6,765	2,677	170	9,613	(6,579)	3,034	31.6%
Total	143,052	49,778	46,883	239,713	(159,542)	80,170	33.4%

Projection Year 2020

(US\$'000)	Room Revenue	F&B Revenue	Other and miscellaneous income	Gross Operating Revenue	Operating expenses	Gross Operating Profit	Gross Operating Profit Margin
Sheraton Pasadena	18,576	2,723	956	22,255	(13,890)	8,366	37.6%
Holiday Inn Hotel & Suites Anaheim	11,450	1,342	949	13,741	(7,870)	5,871	42.7%
Embassy Suites by Hilton Anaheim North	10,629	1,563	790	12,982	(8,783)	4,199	32.3%
Holiday Inn Hotel & Suites San Mateo	12,136	695	248	13,078	(6,659)	6,420	49.1%
Four Points by Sheraton San Jose Airport	11,680	1,512	610	13,802	(8,307)	5,494	39.8%
The Westin Sacramento	6,685	–	1,222	7,907	(4,879)	3,028	38.3%
Embassy Suites by Hilton Palm Desert	7,716	516	100	8,332	(5,619)	2,713	32.6%
The Queen Mary Long Beach	15,564	21,096	41,611	78,271	(55,260)	23,011	29.4%
Renaissance Denver Stapleton	16,507	7,763	809	25,079	(17,467)	7,612	30.4%
Holiday Inn Denver East – Stapleton	11,252	1,452	62	12,765	(8,320)	4,445	34.8%
Sheraton Denver Tech Center	9,110	2,711	200	12,021	(8,536)	3,485	29.0%
Holiday Inn Resort Orlando Suites – Waterpark	26,161	10,303	12,124	48,589	(33,638)	14,951	30.8%
Crowne Plaza Dallas Near Galleria-Addison	10,936	4,993	526	16,455	(11,591)	4,864	29.6%
Hilton Houston Galleria Area	9,372	2,062	253	11,686	(7,472)	4,214	36.1%
Renaissance Woodbridge	13,316	6,728	178	20,222	(13,453)	6,768	33.5%
Crowne Plaza Danbury	6,309	1,940	83	8,332	(6,770)	1,562	18.7%
Doubletree by Hilton Salt Lake City Airport	11,234	3,370	180	14,784	(9,714)	5,070	34.3%
Hilton Atlanta Northeast	10,374	4,149	227	14,750	(10,131)	4,620	31.3%
Total	219,006	74,917	61,128	355,051	(238,359)	116,692	32.9%

Disclaimer: The HWHI Parties, IHG and Marriott have not reviewed or endorsed any financial information or projections that are made in this Prospectus.

The Gross Operating Revenue and Gross Operating Profit of the Hotels are forecasted and projected based on the following assumptions.

Gross Operating Revenue of the Hotels

The Gross Operating Revenue of the Hotels consists of (i) room revenue, (ii) F&B revenue and (iii) other and miscellaneous income.

(i) *Room Revenue*

The forecast and projected room revenue for Forecast Period 2019 and Projection Year 2020 are based on each Hotel's total available rooms and RevPAR, which is in turn driven by the ADR and the Occupancy Rate assumptions.

Forecast and projected ADR and Occupancy Rate are derived after taking into account the historical and current operating performance of each of the Hotels. Other factors considered include the prospects of the respective market's hospitality industry, the expected demand and supply of hotel rooms, the competitive position of competing hotels, major conventions and events that are scheduled to take place in the market, the historical and expected future renovations or refurbishments at the Hotels, the respective location of the Hotels and the materialisation of existing and potential hotel room contracts.

In Forecast Period 2019, certain hotels are expected to have improved occupancy rate post renovations and downtime in which they had experienced in FY2018. These are mainly Sheraton Pasadena, Holiday Inn Hotel & Suites San Mateo, Embassy Suites by Hilton Palm Desert, The Queen Mary Long Beach, Renaissance Denver Stapleton, Holiday Inn Denver East – Stapleton and Holiday Inn Resort Orlando Suites – Waterpark. The renovations of Sheraton Pasadena, Hilton Houston Galleria Area, Doubletree by Hilton Salt Lake City Airport and Renaissance Woodbridge are expected to be completed in mid-May 2019.

RevPAR growth is based on the growth forecasts in each of the markets by the Independent Market Consultant and expected stronger than market performance for some hotels, in part due to the expected ability to raise ADR for the newly renovated or refurbished hotels and rooms or improved revenue management, including Sheraton Pasadena, Holiday Inn Hotel & Suites Anaheim, The Westin Sacramento, The Queen Mary Long Beach, Holiday Inn Denver East – Stapleton, Crowne Plaza Danbury and Doubletree by Hilton Salt Lake City. In addition, certain hotels including Sheraton Pasadena, Holiday Inn Hotel & Suites San Mateo, Renaissance Denver Stapleton, Holiday Inn Denver East – Stapleton, Sheraton Denver Tech Center, Crowne Plaza Dallas Near Galleria-Addison, Hilton Houston Galleria Area and Doubletree by Hilton Salt Lake City Airport are expected to generate increased room revenue from contracts with corporates or government agencies. Room revenue at Holiday Inn Resort Orlando Suites – Waterpark is also expected to improve from potential partnerships with certain brands to improve occupancy rate in the off-peak season.

As a result, the portfolio average RevPAR is expected to grow from US\$93.9 in FY2018 to US\$107.7 in Forecast Period 2019, attributed to a combination of an expected growth in portfolio average occupancy rate from 73.6% in FY2018 to 78.5% in Forecast Period 2019 and an expected growth in portfolio average ADR from US\$127.7 in FY2018 to US\$137.3 in Forecast Period 2019.

ADR (in USD)

	Forecast Period	Projection Year
	2019	2020
Sheraton Pasadena	190.9	197.3
Holiday Inn Hotel & Suites Anaheim	138.8	141.4
Embassy Suites by Hilton Anaheim North	155.7	162.3
Holiday Inn Hotel & Suites San Mateo	174.9	180.9
Four Points by Sheraton San Jose Airport	188.4	192.8
The Westin Sacramento	212.5	214.9
Embassy Suites by Hilton Palm Desert	116.5	153.7
The Queen Mary Long Beach	160.6	162.4
Renaissance Denver Stapleton	144.5	144.8
Holiday Inn Denver East – Stapleton	127.6	132.2

ADR (in USD)

	Forecast Period 2019	Projection Year 2020
Sheraton Denver Tech Center	128.9	132.0
Holiday Inn Resort Orlando Suites – Waterpark	113.7	123.9
Crowne Plaza Dallas Near Galleria-Addison	97.5	112.5
Hilton Houston Galleria Area	103.7	111.0
Renaissance Woodbridge	138.3	144.7
Crowne Plaza Danbury	102.0	109.7
Doubletree by Hilton Salt Lake City Airport	127.3	127.0
Hilton Atlanta Northeast	131.1	136.0
Initial Portfolio	137.3	144.0

Occupancy Rate

	Forecast Period 2019	Projection Year 2020
Sheraton Pasadena	86.0%	82.9%
Holiday Inn Hotel & Suites Anaheim	85.9%	87.0%
Embassy Suites by Hilton Anaheim North	81.7%	80.5%
Holiday Inn Hotel & Suites San Mateo	83.8%	83.9%
Four Points by Sheraton San Jose Airport	85.9%	85.1%
The Westin Sacramento	85.4%	84.4%
Embassy Suites by Hilton Palm Desert	64.5%	69.5%
The Queen Mary Long Beach	77.5%	75.9%
Renaissance Denver Stapleton	82.2%	78.1%
Holiday Inn Denver East – Stapleton	86.7%	78.2%
Sheraton Denver Tech Center	76.0%	71.7%
Holiday Inn Resort Orlando Suites – Waterpark	76.7%	74.4%
Crowne Plaza Dallas Near Galleria-Addison	63.7%	62.0%
Hilton Houston Galleria Area	77.1%	79.0%
Renaissance Woodbridge	83.2%	80.8%
Crowne Plaza Danbury	65.9%	65.1%
Doubletree by Hilton Salt Lake City Airport	83.0%	83.9%
Hilton Atlanta Northeast	77.7%	76.9%
Initial Portfolio	78.5%	76.8%

RevPAR (in USD)

	Forecast Period 2019	Projection Year 2020
Sheraton Pasadena	164.1	163.6
Holiday Inn Hotel & Suites Anaheim	119.3	123.0
Embassy Suites by Hilton Anaheim North	127.3	130.6
Holiday Inn Hotel & Suites San Mateo	146.6	151.8
Four Points by Sheraton San Jose Airport	161.8	164.1
The Westin Sacramento	181.5	181.3
Embassy Suites by Hilton Palm Desert	75.1	106.8
The Queen Mary Long Beach	124.5	123.2
Renaissance Denver Stapleton	118.8	113.1
Holiday Inn Denver East – Stapleton	110.6	103.4
Sheraton Denver Tech Center	97.9	94.6
Holiday Inn Resort Orlando Suites – Waterpark	87.3	92.2
Crowne Plaza Dallas Near Galleria-Addison	62.1	69.8
Hilton Houston Galleria Area	80.0	87.7
Renaissance Woodbridge	115.0	117.0
Crowne Plaza Danbury	67.2	71.4
Doubletree by Hilton Salt Lake City Airport	105.7	106.6
Hilton Atlanta Northeast	101.9	104.6
Initial Portfolio	107.7	110.6

Disclaimer: The HWHI Parties, IHG and Marriott have not reviewed or endorsed any financial information or projections that are made in this Prospectus.

(ii) *F&B Revenue*

F&B revenue comprises revenue from the restaurants, lounges and bars, including revenue from banqueting sale, event catering services, room service and room mini-bar sales. For Forecast Period 2019 and Projection Year 2020, F&B revenue is expected to constitute approximately 20.8% and 21.1% of the aggregate Gross Operating Revenue of the Hotels respectively.

The forecast and projected F&B revenue are estimated based on the historical performance of the F&B sales of the Hotels and taking into account the expected occupancy rates of the Hotels, the competitive position and location of the Hotels, as well as expected bookings for banquets, wedding dinners, corporate meetings and other corporate events.

F&B revenue at The Queen Mary Long Beach is expected to increase following the completion of renovation of banquet and restaurant spaces, and benefitting from expected higher patronage due to the expected increase in number of scheduled events and activities hosted in and around the property. F&B revenue at Holiday Inn Resort Orlando Suites – Waterpark is expected to be higher due to (i) the full year contribution of three F&B venues that commenced operations during FY2018, (ii) the expected opening of a fast-food restaurant on-site in Forecast Period 2019 and (iii) patronage from the Halloween event expected to be launched in Forecast Period 2019.

(iii) *Other and Miscellaneous Income*

Other and miscellaneous income includes items such as provision of telecommunication services, internet broadband services, laundry services, operation of carparks, spa and health clubs and the usage of business centres as well as rental income received from retail spaces in certain Hotels, commissions from third parties (such as automobile rentals or vending machines) and resort fees.

In relation to The Queen Mary Long Beach, other and miscellaneous income also includes revenue from the various tours, attractions and events held through the year and fee paid by Carnival Cruise Line for each passenger who embarks/disembarks from the ferry terminal.

In Forecast Period 2019, The Queen Mary Long Beach is expected to generate higher other and miscellaneous income arising from (i) an expected increase in number of scheduled events and activities hosted in and around the property, (ii) additional parking fees collected from an expected higher number of visitors to the property and higher usage of the parking lots by passengers of Carnival Cruise Line, (iii) deeper collaboration with Goldenvoice to host more concerts and events and (iv) the installation of a Ferris Wheel on the property expected in Forecast Period 2019. A Halloween event is expected to be launched in Forecast Period 2019 at Holiday Inn Resort Orlando Suites – Waterpark, contributing to the hotel's other and miscellaneous income.

For Forecast Period 2019 and Projection Year 2020, other and miscellaneous income for all Hotels except The Queen Mary Long Beach is expected to respectively constitute approximately 5.7% and 5.5% of the aggregate Gross Operating Revenue of all the Hotels. For The Queen Mary Long Beach, the corresponding figures are 13.9% and 11.7%.

Operating expenses of the Hotels

The operating expenses of the Hotels include (i) room expenses, (ii) F&B expenses, (iii) other operating expenses and (iv) utilities.

(i) *Room Expenses*

Room expenses relate to the direct costs incurred in the provision of room services, include expenses for room related supplies and consumables commission, reservation and guest services related expenses, as well as labour applicable to the Room department.

For Forecast Period 2019 and the Projection Year 2020, room expenses are forecast and projected to be approximately 29.6% and 29.0% of the aggregate Room Revenue of the Hotels respectively.

(ii) *F&B Expenses*

F&B Expenses relate to the direct cost of F&B services, including cost of goods sold, supplies such as kitchenware, and decoration and entertainment expenses at F&B outlets, as well as labour applicable to the F&B department. F&B expenses are forecast and projected to vary in proportion to the F&B revenue for the respective year.

For Forecast Period 2019 and the Projection Year 2020, F&B expenses are forecast and projected to be approximately 73.5% and 74.0% of the aggregate F&B Revenue of the Hotels respectively.

(iii) *Other Operating Expenses*

Other operating expenses include other labour expenses as well as costs that are unallocated at the departmental level including administrative and general expenses, information and telecommunication systems expense, sales and marketing expenses, property operations and maintenance expenses.

Administrative and general expenses include labour costs not attributable to a specific department, licenses and permits, operating supplies, professional fees, credit card commissions, security services and other administrative and general expenses.

Information and telecommunication systems expense includes expenses such as the cost of providing services (cell phones, internet, guest phone calls, etc.) system expenses (software licenses, hosting storage fees, etc.), labour, and other costs incurred in the operation and maintenance of IT systems.

Sales and marketing expenses relate to costs incurred in marketing, advertising and promoting the Hotels as well as commission to third parties. Included within the sales and marketing expenses are franchisor-mandated fees, the core components of which typically range from 6% to 9% of Room Revenue, with reduced fees also applying to F&B revenues in certain contracts.

Property operations and maintenance expenses relate to costs incurred for the upkeep of the Hotels, including the cost of materials, supplies and contracts related to the general repair and maintenance of the Hotels.

It has been assumed that other operating expenses are based on historical amounts incurred and expected increases.

(iv) *Utilities*

Utilities include costs of electricity, gas, water/sewer, and other utilities purchased from outside vendors. For Forecast Period 2019 and the Projection Year 2020, it has been assumed that utilities costs are based on historical rates, expected rate increments and expected utilisation.

Property Expenses

Property expenses for EH-REIT includes mainly property tax and property insurance for the Initial Portfolio and ground rent relating only to The Queen Mary Long Beach. In respect of The Queen Mary Long Beach, property tax, property insurance and ground rent are recoverable from the Master Lessee under the Master Lease Agreement.

Property Tax

Property taxes for the Properties are assessed on an annual basis and are payable on a semi-annual or annual basis based on the local taxing authority in which the property is located. In most jurisdictions, properties are periodically re-assessed to determine value and the taxes due are generally computed as the product of the assessed value and the current property tax rate. It has been assumed that the basis of assessment for property tax by the tax authorities in each of the jurisdictions, other than California, will remain the same as per the latest year of assessment. In California, when there is a change in ownership of real property, the property must be reassessed at its full cash value as of the date of the change in ownership. Reassessment establishes a new base year value for the property. If the change in ownership occurs between 1 January and 30 June, the new base year value is adjusted on the following 1 January by an inflation factor.

Property Insurance

EH-REIT incurs expenses for certain insurance coverage for the hotel building and relevant plant, machinery, equipment and infrastructure, including fire, physical damage and malicious intent. Insurance expenses are estimated based on broker quotes received or historical amounts incurred, adjusted for expected increase.

REIT Manager's management fees

Pursuant to EH-REIT's Trust Deed, the REIT Manager is entitled to a Base Fee of 10.0% per annum of EH-REIT's distributable income (calculated before accounting for the Base Fee and the Performance Fee) and a Performance Fee of 25.0% per annum of the difference in EHT's DPS in a financial year with EHT's DPS in the preceding financial year (calculated before accounting for the REIT Manager's Performance Fee and the Trustee-Manager's Performance Fee but after accounting for the REIT Manager's Base Fee and the Trustee-Manager's Base Fee in each financial year) multiplied by the weighted average number of Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-REIT Trust Deed).

There should be no double-counting of fees. In the event that both the REIT Manager and the Trustee-Manager are entitled to the Performance Fee, such fees payable to both the REIT Manager and Trustee-Manager will be apportioned based on the respective proportionate contribution of EH-REIT and EH-BT in the Performance Fee. For the avoidance of doubt, the maximum Performance Fee payable to both the REIT Manager and Trustee-Manager collectively is 25.0% per annum of the difference in EHT's DPS in a financial year with EHT's DPS in the preceding financial year (calculated before accounting for the REIT Manager's Performance Fee and the Trustee-Manager's Performance Fee but after accounting for the REIT Manager's Base Fee and the Trustee-Manager's Base Fee in each financial year) multiplied by the weighted average number of Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-REIT Trust Deed and the EH-BT Trust Deed).

The Performance Fee is payable if DPS in any financial year exceeds the DPS in the preceding financial year, notwithstanding that the DPS in such financial year where the Performance Fee is payable may be less than the DPS in the financial year prior to the preceding financial year.

The Performance Fee for each of Forecast Period 2019 and Projection Year 2020 shall be the difference in actual DPS in such financial period or financial year with the projected DPS, as set out in the Profit Forecast and Profit Projection. As such, no Performance Fee has been presently assumed in the Profit Forecast and Profit Projection.

The REIT Manager has elected to receive 100.0% of the Base Fee and 100.0% of the Performance Fee in the form of Stapled Securities for the period from the Listing Date to the end of Projection Year 2020. The portion of Base Fee payable in the form of Stapled Securities shall be payable quarterly in arrears and the portion of the Performance Fee payable in the form of Stapled Securities shall be payable annually in arrears. Where the management fees are payable in Stapled Securities for the Forecast Period 2019 and Projection Year 2020, the REIT Manager has assumed that such Stapled Securities are issued at the Offering Price.

(See "Management and Corporate Governance – Fees Payable to the REIT Manager" for details of the fees payable to the REIT Manager, which include other fees such as the acquisition fee and divestment fee.)

REIT Trustee's fee

Pursuant to the EH-REIT Trust Deed, the REIT Trustee's fee shall not exceed a maximum of 0.1% per annum of the EH-REIT Deposited Property, subject to a minimum of S\$15,000 per month, excluding out-of-pocket expenses and GST. The REIT Trustee's fee is accrued daily and will be paid monthly in arrears in accordance with the EH-REIT Trust Deed. The REIT Trustee will also be paid a one-time inception fee, as may be agreed between the REIT Trustee and the REIT Manager, of up to S\$60,000.

The actual fee payable will be determined between the REIT Manager and the REIT Trustee from time to time.

(See "The Formation and Structure of EHT, EH-REIT and EH-BT – Formation and Structure of EH-REIT – Remuneration of the REIT Trustee" for further details.)

(See "Management and Corporate Governance – Fees Payable to the Trustee-Manager" for details of the fees payable to the Trustee-Manager, which include other fees such as the acquisition fee and divestment fee.)

Other Trust Expenses

Other expenses of EHT include recurring trust expenses such as compliance expenses, annual listing fees, registry and secretarial fees, audit and tax advisory fees, valuation fees, costs associated with the preparation and distribution of reports to the holders of the Stapled Securities, investor communication costs and other miscellaneous expenses.

Finance Income

Finance income consists of interest income earned from security deposits received from the Master Lessees in the form of cash amounting to approximately five months of the Fixed Rent, general working capital and restricted cash placed in financial institutions at a rate of 1.6% per annum.

Finance Costs

Finance costs consist of interest expense on loans and borrowings, upfront fees, and amortisation of debt-related transaction costs.

EH-REIT has put in place the New Term Loan Facilities.

The New Term Loan Facilities comprise term loan facilities with loan maturities of three, four and five years from the Facilities Lenders, amounting to an aggregate of US\$341 million. Together with the ASAP Mortgage Loans of approximately US\$78 million and the Unsecured Loan of US\$89 million, the total amount of borrowings at the Listing Date would be approximately US\$508 million. The REIT Manager has assumed the average all-in effective interest rate for Forecast Period 2019 and Projection Year 2020 on the New Term Loan Facilities, the ASAP Mortgage Loans and the Unsecured Loan to be approximately 4.4% per annum, including cost of interest rate hedging contracts to fix the interest rate on at least 75% of EH-REIT's total amounts outstanding under the New Term Loan Facilities and ASAP Mortgage Loans and amortisation of debt-related transaction costs and upfront fees.

Any upfront fees and debt-related transaction costs incurred in relation to the New Term Loan Facilities and ASAP Mortgage Loans are assumed to be amortised over the term of the New Term Loan Facilities and ASAP Mortgage Loans and have been included as part of finance costs.

For the Forecast Period 2019 and Projection Year 2020, the monthly principal amortisation of the ASAP Mortgage Loans of approximately US\$0.1 million is assumed to be repaid from general and working capital.

Capital Expenditure – Major Capital Improvements, Capital Improvements and FF&E

The REIT Manager has worked with the Master Lessees to determine certain periodic capital expenditure and repair, maintenance and renewal of FF&E to be incurred for the Forecast Period 2019 and Projection Year 2020. Such amounts are expected to be funded from the CIF Reserve contributed by the Master Lessees.

The following table sets out the forecast and projected capital expenditure and repair, maintenance and renewal of FF&E:

	Forecast Period 2019 (US\$ million)	Projection Year 2020 (US\$ million)
Capital expenditure and repair, maintenance and renewal of FF&E	5.0	11.5

In addition, the Hotels listed in the table below have been identified by the REIT Manager to undergo specific renovation or refurbishment programme which may comprise major capital improvements, capital improvements and/or repair, maintenance and renewal of FF&E. Such amounts will be funded by monies set aside from part of the purchase consideration for the respective Properties or the CIF Reserve. This will have no impact on profit or loss or interest expense of EH-REIT.

The following table sets out the forecast and projected specific renovation or refurbishment programme for Forecast Period 2019 and Projection Year 2020 respectively.

Specific Renovation or Refurbishment Programme		
	Forecast Period 2019 (US\$ million)	Projection Year 2020 (US\$ million)
Holiday Inn Hotel & Suites San Mateo	1.0	2.4
Sheraton Denver Tech Center ⁽¹⁾	0.1	0.9
Holiday Inn Resort Orlando Suites – Waterpark	0.2	–
Hilton Houston Galleria Area	1.5	–
Doubletree by Hilton Salt Lake City Airport	0.5	–
Total	3.3	3.3

Note:

(1) An additional amount of US\$1.5 million is expected to be incurred in 2021, which will be set aside from part of the purchase consideration.

Taxes

Tax expense consists of current tax, withholding tax and deferred tax expenses.

Current tax expense comprises of state and local taxes as well as federal income tax. Corporations, limited liability companies and partnerships may be subject to state and local income taxation in the jurisdictions where the properties are located. The state corporate income tax rates for those jurisdictions currently range between 4.63% and 11.5% of taxable income. Certain states impose minimum taxes and/or franchise taxes regardless of the amount of taxable income in the state. The current federal income tax rate is 21.0%, subject to applicable deductions allowed.

Withholding tax expense relates to withholding taxes on intra-group distributions estimated based on a rate of 30%.

The Managers have assumed no withholding tax to be payable by holders of stapled securities on interest paid by US Corp to Cayman Corp 1 under the portfolio interest exemption. This assumes holders of stapled securities will comply with certain documentation requirements in order to be exempted from US withholding tax, and that EH-REIT which intends to enter into an agreement with the IRS as a withholding foreign partnership for US federal income tax purposes, will comply with the requirement to withhold tax from distributions to those who fail to provide or to update relevant information as necessary.

On 20 December 2018, the IRS released the 267A Proposed Regulations denying a US payor interest deductions for certain interest payments to related parties pursuant to a hybrid transaction and the Managers do not expect the 267A Proposed Regulations to disallow a deduction for the interest payments made to Cayman Corp 1. It is noted that the 267A Proposed Regulations have not been finalised and although not expected, it is possible that subsequent interpretations of these regulations or the finalised regulations will alter the above conclusion. (See Appendix F, "Independent Taxation Report – United States Taxation – Taxation of US Corp" and "United States Taxation Report – Taxation of US Corp").

The Managers has assumed that the interest rate on the loan from Cayman Corp 1 is on an arm's length basis under applicable US transfer pricing regulations, that the deductibility of interest is not otherwise limited, and that the loan will be respected as *bona fide* debt. As such, the interest payments are expected to be fully deductible for US tax purpose.

Cayman Corp 1 will not be subject to an entity level tax in the Cayman Islands since the Cayman Islands does not impose any direct taxes (including income or withholding tax) under existing legislation on its corporate entities.

(See "Taxation" and "Risk Factors" for further details regarding taxes.)

Deferred tax expense in respect of Forecast Period 2019 arises from deferred tax recognised on the estimated fair value gains on the Initial Portfolio (which is based on the difference between the carrying amount of the Initial Portfolio and the adopted fair values of the Initial Portfolio as at the Listing Date of US\$1,268.2 million).

Initial Portfolio

The aggregate adopted valuation¹ of the Properties as at Listing Date was US\$1,268.2 million, based on the independent valuation by HVS.

Foreign exchange rate

The REIT Manager has assumed the following average exchange rates for Forecast Period 2019 and Projection Year 2020.

	As at 1 May 2019	Forecast Period 2019	Projection Year 2020
USD/SGD	1.36	1.36	1.36

Accounting standards

EHT has adopted International Financial Reporting Standards.

The REIT Manager has assumed that there will be no change in applicable accounting standards or other financial reporting requirements that may have a material effect on the Profit Forecast and Project Projection. Significant accounting policies adopted by the REIT Manager in the preparation of the Profit Forecast and Profit Projection are set out in “Appendix C – Unaudited Pro Forma Consolidated Financial Information”.

Other Assumptions

The REIT Manager has made the following additional assumptions in preparing the profit forecast for Forecast Period 2019 and the profit projection for Projection Year 2020:

- (i) the renovation planned for certain Hotels are completed as scheduled and there is no delay in the completion of such renovation;
- (ii) the Initial Portfolio remains unchanged throughout the periods;
- (iii) no further capital will be raised during the periods;
- (iv) there will be no change in the applicable tax legislation, other applicable legislation or regulatory or judicial interpretation of the same for Forecast Period 2019 and Projection Year 2020. (See “Risk Factors – Risks relating to an investment in the Stapled Securities – Changes in taxation legislation, administrative guidance, practice, regulations, any disagreement as to the interpretation thereof, and/or any tax ruling ceasing to apply, may adversely affect EHT, its subsidiaries, Stapled Securityholders and/or the Managers (and its owners) for further details.);
- (v) the New Term Loan Facilities, ASAP Mortgage Loans and Unsecured Loan are available during the periods at the assumed effective interest rate;
- (vi) all of the Master Lease Agreements are enforceable and will be performed in accordance with their terms;
- (vii) there will be no pre-termination of any Master Lease Agreement;
- (viii) 100.0% of the EH-REIT’s distributable income will be distributed;

¹ Based on the Adopted Value of the Properties, which is the independent valuation by HVS (as at 31 December 2018).

- (ix) there will be no change in the fair values of the Initial Portfolio during Forecast Period 2019 and Projection Year 2020; and
- (x) where derivative financial instruments are undertaken to hedge against interest rate movements, there is no change in the fair value of such instruments throughout the periods.

SENSITIVITY ANALYSIS

The forecast and projected distributions included in this Prospectus are based on a number of assumptions that have been outlined above. The forecast and projected distributions are also subject to a number of risks as outlined in "Risk Factors".

Investors should be aware that future events cannot be predicted with any certainty and deviations from the figures forecast or projected in this Prospectus are to be expected. To assist investors in assessing the impact of these assumptions on the profit forecasts and profit projections, a series of tables demonstrating the sensitivity of the distribution per Stapled Security to changes in the principal assumptions are set out below.

The sensitivity analysis is intended to provide a guide only and variations in actual performance could exceed the ranges shown. Movement in other variables may offset or compound the effect of a change in any variable beyond the extent shown.

Revenue

Changes in Revenue will impact the Net Property Income of EH-REIT and, consequently, the distribution yield. The assumptions for Revenue have been set out earlier in this section.

The effect of variations in the Revenue on the distribution yield is set out below:

Based on Offering Price	Forecast Period 2019 (%)	Projection Year 2020 (%)
5.0% above base case	8.8%	9.0%
Base Case	8.2%	8.4%
5.0% below base case	7.6%	7.8%

Property Expenses

Changes in Property Expenses will impact the Net Property Income of EH-REIT and, consequently, the distribution yield. The assumptions for Property Expenses have been set out earlier in this section.

The effect of variations in the Property Expenses on the distribution yield is set out below:

Based on Offering Price	Forecast Period 2019 (%)	Projection Year 2020 (%)
5.0% above base case	8.1%	8.3%
Base Case	8.2%	8.4%
5.0% below base case	8.3%	8.5%

Finance Costs

Changes in finance costs will impact the net income of EH-REIT and, consequently, distribution yield. The assumptions for finance costs have been set out earlier in this section.

The effect of variations in the finance costs on the distribution yield is set out below:

Based on Offering Price	Forecast Period 2019 (%)	Projection Year 2020 (%)
50 basis points above base case	7.9%	8.1%
Base Case	8.2%	8.4%
50 basis points below base case	8.5%	8.7%

REIT Manager's Management Fees Payable in Stapled Securities

Changes in the proportion REIT Manager's management fees payable in Stapled Securities will impact the distribution yield of EH-REIT. The assumptions for proportion of REIT Manager's management fees payable in Stapled Securities have been set out earlier in this section.

The effect of variations in the proportion of REIT Manager's management fees payable in Stapled Securities on the distribution yield is set out below:

Based on Offering Price	Forecast Period 2019 (%)	Projection Year 2020 (%)
Base Case (100% of REIT Manager's management fees payable in Stapled Securities)	8.2%	8.4%
50% of REIT Manager's management fees payable in Stapled Securities	7.8%	8.0%
0% of REIT Manager's management fees payable in Stapled Securities	7.4%	7.7%

Foreign Exchange Rate

EH-REIT receives all of its income from the Properties in US dollars. Distributions will be declared in US dollars. Each holder of Stapled Securities will receive his distribution in Singapore dollars equivalent of the US dollar distribution declared, unless he elects to receive the relevant distribution in US dollars by submitting a "Distribution Election Notice" by the relevant cut-off date.

The effect of variations in the foreign exchange rate on the distribution yield for holders of Stapled Securities who will receive their distribution in Singapore Dollars is set out below.

Based on Offering Price	Forecast Period 2019 (%)	Projection Year 2020 (%)
5.0% depreciation of SGD	8.6%	8.8%
Base Case	8.2%	8.4%
5.0% appreciation of SGD	7.8%	8.0%

STRATEGY

INVESTMENT POLICY

EH-REIT is a Singapore-based REIT and EH-BT is a Singapore-based business trust. EHT is regulated by the Deeds as well as any legislation and regulations governing EHT, EH-REIT and EH-BT.

EH-REIT is established with the principal investment strategy of investing on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, as well as real estate-related assets in connection with the foregoing, with an initial focus on the US. EH-REIT is principally regulated by the SFA, the CIS Code, including the Property Funds Appendix, other relevant regulations as well as the Stapling Deed and the EH-REIT Trust Deed.

In accordance with the requirements of the Listing Manual, this principal investment policy will be adhered to for at least three years following the Listing Date unless changed by Extraordinary Resolution passed by the holders of Stapled Securities. After the expiry of the three-year period, the REIT Manager may from time to time change the principal investment policy of EH-REIT so long as the REIT Manager has given not less than 30 days' prior notice of the change.

OBJECTIVES

The initial portfolio of EHT will, on the Listing Date, comprise freehold and leasehold interests in 18 hotels located in the U.S. held through EH-REIT. The Managers' principal objectives are to deliver stable and growing distributions to Stapled Securityholders and to achieve long-term growth in DPS and in the NAV per Stapled Security, while maintaining an appropriate capital structure.

KEY STRATEGIES

EH-REIT's Strategy

The REIT Manager plans to achieve its objectives through the following key strategies:

- **Proactive asset management and asset enhancement strategy** – The REIT Manager will work with the Master Lessees and Hotel Managers to implement pro-active measures to enhance the properties of EHT and to improve their operational performance, so as to optimise the cash flow and value of the Properties. Through such active management, the REIT Manager seeks to improve overall occupancy rates and average RevPAR, as well as to create a better lodging experience for its clientele.
- **Investments and acquisition growth strategy** – The REIT Manager will source suitable asset acquisition opportunities, which will provide attractive cash flows and yields, satisfying the REIT Manager's investment mandate for EHT to enhance the returns to Stapled Securityholders and to capture opportunities for future income and capital growth.
- **Capital management strategy** – The REIT Manager will endeavour to employ an appropriate combination of debt and equity to fund acquisitions and asset enhancements, and adopt a prudent approach to capital management to optimise risk-adjusted returns to Stapled Securityholders.

EH-BT's Strategy

As at the Listing Date, EH-BT will be dormant. It will, however, become active if any of the following occurs:

- it is appointed by EH-REIT, in the absence of any other master lessee(s) being appointed, as a Master Lessee of one of the Properties. EH-BT exists primarily as "a master lessee of last resort";
- EH-REIT acquires hotels in the future, and, if there are no other suitable master lessees, EH-REIT will lease these acquired hotels to EH-BT. EH-BT will then become a master lessee for that hotel and will appoint a Hotel Manager to manage that hotel, where such hotel management fees will be borne by the EH-BT (as master lessee); or
- it undertakes certain hospitality and hospitality-related development projects, acquisitions and investments which may not be suitable for EH-REIT.

EH-BT will generally be considered to be active in the event that it carries on any business activity other than:

- activities which EH-BT is required to carry out under any applicable law, regulation, rule or directive of any agency, regulatory or supervisory body;
- the lending or use of the initial working capital raised from the Offering; and
- equity fund-raising activities and issue of EH-BT Units carried out in conjunction with EH-REIT which are solely for the purposes of funding EH-REIT's business activities.

When EH-BT becomes active, the Trustee-Manager intends, where appropriate, to manage the exposure arising from adverse market movements in interest rates through appropriate hedging strategies. Upon EH-BT becoming active, appropriate internal controls would be put in place.

EH-REIT will not guarantee any debt of EH-BT, and *vice versa*. This will help to shield each entity from the other's financial obligations because each entity's creditors will not have recourse to the other.

Proactive asset management and asset enhancement strategy

The REIT Manager will work with the Master Lessees and Hotel Managers to implement pro-active measures to enhance the Properties and to improve their operational performance in order to optimise the cash flow and value of the Properties, as well as to leverage upon its strategic relationship with the Sponsor, which has extensive experience in the hospitality and real estate industries. Through such active management, the REIT Manager seeks to enhance the efficiency of the Properties to improve occupancy rates and average RevPAR, as well as to create a better lodging experience for its customers. The REIT Manager will conduct refurbishment programmes on selected Properties which will be aimed at maintaining and improving the image and attractiveness of the Properties to increase patronage, and potentially, the Properties' RevPAR.

Measures that the REIT Manager may implement to meet its objectives include, but are not limited to:

- ***Continuous portfolio optimisation***

The REIT Manager intends to hold assets on a long-term basis, but with a pro-active approach towards optimising the yield and value of EH-REIT's portfolio. This includes identifying assets for divestment within the portfolio which have reached their optimal maturity for sale and recycling capital from the sale proceeds towards higher yielding growth opportunities.

- ***Effective collaboration with the Master Lessees***

The hotel management agreements between the Master Lessees and the Hotel Managers enable the Master Lessees to closely monitor the performance of the Hotel Managers. The REIT Manager will work closely with the Master Lessees to ensure that each of the Hotel Managers uses its best efforts to optimise the performance of each Property. The Master Lessees, in consultation with the REIT Manager, will oversee the annual budgeting process for the Properties and will be responsible for devising strategies to improve the Properties' revenue and performance against competitors in similar market segments. This will include drawing upon the Sponsor's extensive industry experience to provide strategic direction in areas such as room yield management, optimising guest mix, developing marketing programmes, accessing global hospitality market intelligence, and leveraging upon the Sponsor's in-depth understanding of the latest hospitality industry trends to implement innovative hotel and F&B concepts.

In addition, the REIT Manager will work actively with the Master Lessees to create opportunities to enhance the Properties, such as by engaging the Master Lessees on discussions relating to renovation and refurbishment exercises designed to enhance guest experience and improve the overall market share, cash flow, and returns on invested capital of the Properties. It is intended that this close interaction and consultation between the REIT Manager and the Master Lessees, and in turn between the Master Lessees and the Hotel Managers, will ensure that the REIT Manager's asset management strategies are implemented.

- ***Refurbishments currently undertaken or being planned***

The REIT Manager and the Hotel Managers intend to conduct refurbishment programs on selected Properties in phases in order to ensure income stability. The refurbishments will be aimed at maintaining and improving the image and attractiveness of the Properties to increase patronage.

Investments and acquisition growth strategy

The REIT Manager intends to meet its objectives of enhancing the returns to Stapled Securityholders and capturing potential opportunities for future income and capital growth by carefully evaluating acquisition opportunities in accordance with the REIT Manager's strategy and investment mandate for EH-REIT.

In evaluating future acquisition opportunities, the REIT Manager will rely on the following investment criteria in relation to the property under consideration:

- ***Yield requirements***

The REIT Manager will seek to acquire only properties which are value-enhancing after taking into account regulatory, commercial, political and other relevant factors, with yields that are estimated to be at or above the cost of capital and which are expected to maintain or enhance returns to Stapled Securityholders while balancing the various risks associated with such an investment.

- ***Geographical location***

The REIT Manager will assess each property's location and the potential for business growth in its market, as well as its impact on the overall geographic diversification of its asset portfolio. The REIT Manager will also evaluate a range of location-related criteria, including, but not limited to, ease of access, connectivity to major business, tourist and transportation hubs, visibility of properties from the surrounding markets and the presence and concentration of competitors in the vicinity of the property.

- ***Strong fundamentals and organic growth potential***

The REIT Manager will seek to acquire properties with good potential for increasing RevPAR and occupancy rates going forward.

- ***Asset enhancement potential***

The REIT Manager may also seek to acquire properties which have the potential to add value through improved hotel management, market repositioning or other asset enhancements.

- ***Building and facilities specification***

With respect to potential properties to be acquired by EH-REIT, the REIT Manager will endeavour to conduct thorough property due diligence and adhere strictly to relevant legal and zoning regulations as well as quality specifications, with consideration given to the size and age of the buildings. The properties will be assessed by independent experts relating to repairs, maintenance and capital expenditure requirements in the short to medium term.

EHT's acquisition strategy is complemented by the Founder ROFRs. Collectively, the Founder ROFRs will provide EHT with access to future acquisition opportunities of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, principally located in the US.

EH-REIT may also leverage on the Sponsor's extensive industry experience, expertise in assessing potential acquisition opportunities and track record in the refurbishment, rebranding and repositioning of hospitality assets, and may also tap on the established network of relationships which the Sponsor has developed in the global hospitality sector to pursue its growth strategy. Leveraging on this strategy, the REIT Manager believes that it will be able to source value-enhancing acquisitions within the Sponsor's immediate network of relationships.

Ramada Hialeah is subject to the Founder ROFRs and is expected to be offered to EHT in accordance with the Founder ROFRs.

Ramada Hialeah is a 224-room hotel located in Miami, Florida, just seven miles from Miami International Airport (MIA), and approximately 25 minutes to the world-renowned South Beach

area of Miami Beach. The hotel is in a prime spot off Route 826, and in close proximity to popular shopping destinations. It is currently being redeveloped, with expected completion in November 2019. Amenities at the property include a restaurant, lounge, pool, business centre and fitness centre.

Other than Ramada Hialeah, the Sponsor has access to a robust pipeline of assets which could be potential acquisition opportunities for EHT. The Sponsor continues to have an interest in one other hotel property and other hotel developments which currently do not qualify as Founder ROFRs, including The Wagner at the Battery, and is responsible for asset management, including overseeing the operations, financing and investment exit strategies of such hotel properties.

The Wagner at the Battery is a 298-room hotel located in lower Manhattan in New York City, New York, close to famous attractions such as Wall Street and the One World Trade Center tower and memorial site. While operating as an independent brand, it was initially built as a Ritz-Carlton hotel to 5-star standards. This waterfront hotel offers stunning city and ocean views, and top-tier amenities including a restaurant, lounge, business centre, and fitness centre. There are plans to renovate and convert to an internationally-recognised hotel brand, as well as the leasing of food and beverage venues to a top-tier local hospitality group. Following the conversion, which is expected to complete in late 2019, this asset would be a flagship in their portfolio.

Both Ramada Hialeah and The Wagner at the Battery have not been included in the Initial Portfolio as Ramada Hialeah is being redeveloped, and the Wagner at the Battery was only recently acquired by the Sponsor. The other hotel developments are not included in the Initial Portfolio because they are under various stages of entitlement and development and hence are not yet income-producing to be included in the Initial Portfolio. Accordingly, these properties are intended to be offered to EHT only when they mature and stabilise, where Stapled Securityholders would be able to benefit from the growth upside and the stable rental income of these properties.

Capital management strategy

The REIT Manager will endeavour to maintain a strong balance sheet, employ an appropriate combination of debt and equity in funding acquisitions and asset enhancements, secure diversified funding sources to access both financial institutions and capital markets, optimise its cost of debt financing and utilise interest rate hedging strategies, where appropriate, in order to minimise exposure to market volatility.

The REIT Manager intends to achieve the above by pursuing the following strategies:

- ***Optimal capital structure strategy***

The REIT Manager endeavours to optimise the capital structure and cost of capital, within the borrowing limits set out in the Property Fund Appendix, by employing an optimal capital structure comprising an appropriate combination of debt and equity in funding acquisitions of properties and any asset enhancement activities. The REIT Manager's capital management strategy involves adopting and maintaining appropriate aggregate leverage levels to ensure optimal returns to Stapled Securityholders, while maintaining flexibility in respect of future capital expenditures or acquisitions.

In the event that EH-REIT incurs any future borrowings, the REIT Manager will periodically review EH-REIT's capital management policy with respect to its Aggregate Leverage and modify its strategy in the light of prevailing market conditions. The REIT Manager will endeavour to match the maturity of EH-REIT's indebtedness with the maturity of its investment assets, and to employ long-term, fixed-rate debt to the extent practicable in view of market conditions in existence from time to time. As and when appropriate, the REIT Manager will consider diversifying its sources of debt financing in the future, including by way of accessing the public debt capital markets. The public debt capital markets may also provide EH-REIT with the ability to secure longer-term funding options in a more cost efficient manner. Nevertheless, the REIT Manager intends to maintain a prudent level of borrowings while maximising returns for Stapled Securityholders.

(See "Capitalisation and Indebtedness" for further details.)

- ***Proactive interest rate and currency risk management strategy***

The REIT Manager endeavours to utilise interest rate hedging strategies, where appropriate, to optimise risk-adjusted returns to Stapled Securityholders. The REIT Manager will adopt a proactive interest rate management policy to manage the risk associated with changes in interest rates on EH-REIT's borrowings while also seeking to ensure that EH-REIT's on-going cost of debt capital remains competitive.

In addition, the REIT Manager's capital and risk management strategy includes managing risk of potential interest rate and foreign exchange volatility through the use of hedging instruments. The REIT Manager will regularly evaluate the feasibility of putting in place the appropriate level of interest rate and foreign exchange hedges, where applicable, after taking into account the prevailing market conditions.

- ***Other financing strategies***

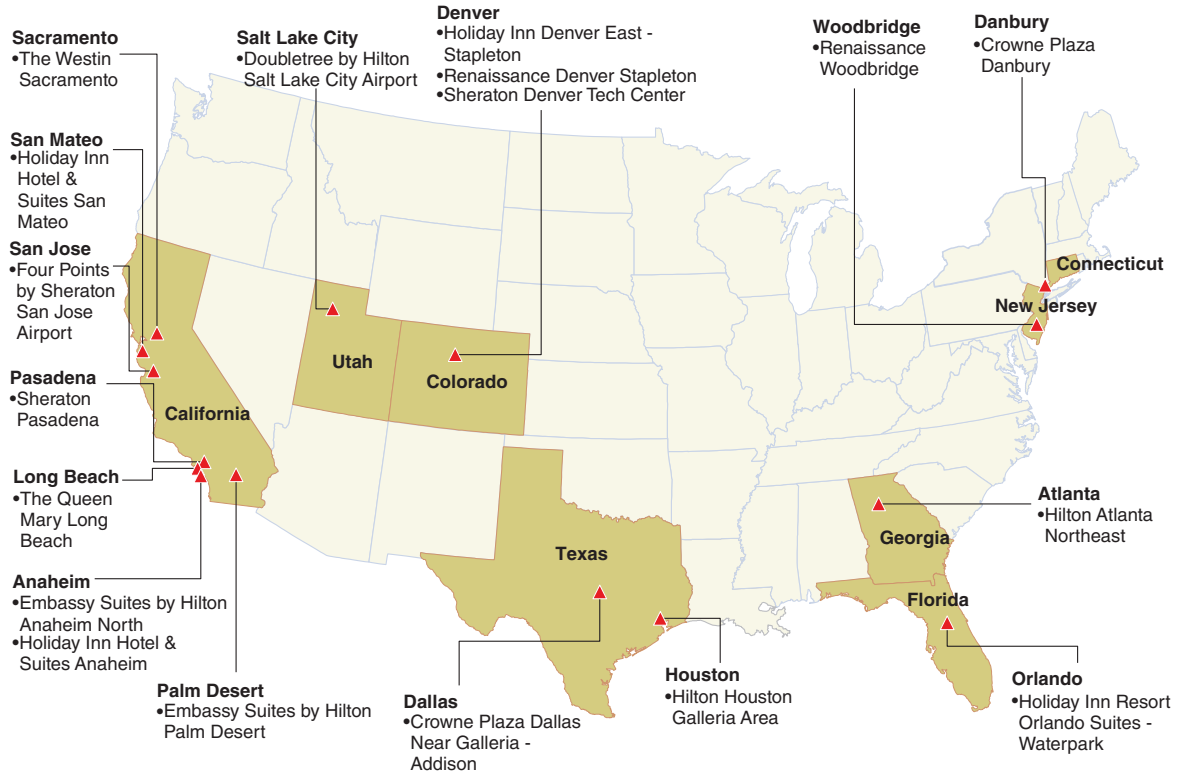
The REIT Manager may, in future, consider other opportunities to raise additional equity capital for EH-REIT through the issue of new Stapled Securities, for example to finance acquisitions of properties. The decision to raise additional equity will also take into account the stated strategy of maintaining an optimal capital structure.

BUSINESS AND PROPERTIES

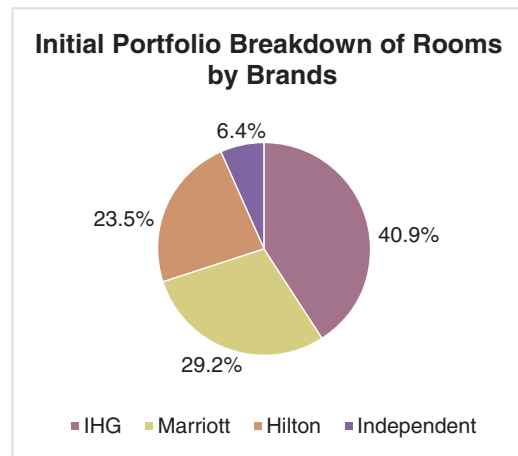
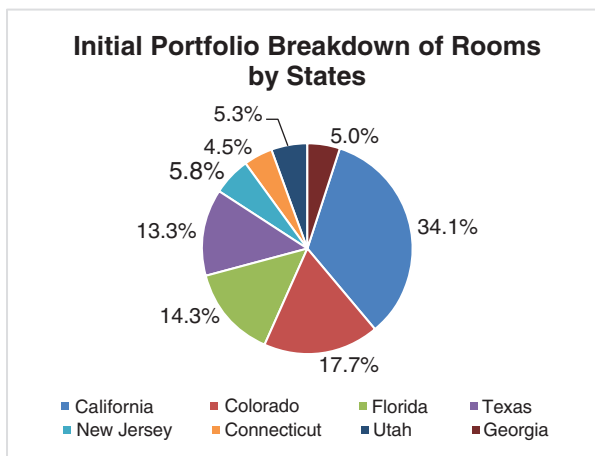
INITIAL PORTFOLIO OF EHT

On the Listing Date, the Initial Portfolio will comprise 18 full-service hotels consisting of nine Upper Upscale hotels, five Upscale hotels and four Upper Midscale hotels with a total of 5,420 rooms and an aggregate valuation of approximately US\$1.27 billion¹ located in the United States.

The location of the Initial Portfolio is set out below.



The following charts show a summary of key details of the Initial Portfolio:



¹ Based on the Adopted Value of the Properties, which is the independent valuation by HVS (as at 31 December 2018).

The Hotels

Sheraton Pasadena

Sheraton Pasadena is located in the heart of Pasadena, California, near Los Angeles. It is within a 40-minute drive (21 miles) from Los Angeles International Airport. Nearby attractions include Old Town Pasadena, Rose Bowl, Norton Simon Museum, Huntington Library, Botanical Gardens and Pasadena Convention Center, and is in close proximity to abundant shopping, dining and entertainment options. The five-storey Hotel offers three room types, with a total of 311 rooms with shared access to 300 parking spaces. Facilities include up to 14 meeting rooms, a fitness centre, an outdoor heated pool, a restaurant and a bar.

Holiday Inn Hotel & Suites Anaheim

Holiday Inn Hotel & Suites Anaheim is next to Disneyland Resort and within a 15-minute drive (10 miles) from John Wayne International Airport and one mile from the Anaheim Convention Center. The Hotel consists of five buildings, with the tallest building being six-stories. It offers 11 room types, including Disney-themed suites, with a total of 255 rooms and 257 parking spaces. The facilities include a “splash zone” water park, up to four meeting rooms, a fitness centre, an outdoor heated pool/jacuzzi, a restaurant and a bar.

Embassy Suites by Hilton Anaheim North

Embassy Suites by Hilton Anaheim North is conveniently located within a 20-minute drive (12 miles) from John Wayne International Airport, and within a 40-minute drive from Los Angeles International Airport. Additionally, the Hotel is a 12-minute drive from Disneyland resort park and provides direct shuttle services to the theme park. The seven-storey Hotel offers four suite room types, with a total of 223 rooms and 420 parking spaces. The facilities include up to 10 meeting rooms, a fitness centre, an indoor pool with an outdoor sunning deck and a restaurant.

Holiday Inn Hotel & Suites San Mateo

Holiday Inn Hotel & Suites San Mateo is located within a five-minute drive (five miles) from San Francisco Airport. The Hotel is in close proximity to large corporations and prominent San Francisco tourist attractions such as Fisherman’s Wharf, AT&T Park and Union Square. The Hotel comprises three buildings. The main building has four floors and the second building has three floors. The third building on the site currently has 47 rooms and is operating as an independent hotel, although planning is underway to rebrand it under the Holiday Inn or another IHG brand. It offers two room types, with a total of 219 rooms and 231 parking spaces. The facilities include three meeting rooms, a fitness centre, an indoor jacuzzi and a restaurant.

Four Points by Sheraton San Jose Airport

Four Points by Sheraton San Jose Airport is located in the heart of San Jose/Silicon Valley and in the immediate vicinity of the San Jose International Airport. It is within minutes from major Silicon Valley corporate campuses, convention centres, stadiums, universities and abundant shopping, dining and entertainment options. The five-storey Hotel offers seven room types, with a total of 195 rooms and 305 parking spaces. Facilities include up to six meeting rooms, a fitness centre, an outdoor heated pool, a restaurant and a bar.

The Westin Sacramento

The Westin Sacramento is located in the heart of California's capital city, on the Sacramento River and within a 15-minute drive (11 miles) from Sacramento International Airport. It is in close proximity to the convention centre and "Old Town" historic Sacramento. The three-storey hotel offers six room types, with a total of 101 rooms and 207 parking spaces. The facilities include six meeting rooms, a fitness centre, an outdoor heated pool, a spa, outdoor fire pits, bocce ball courts and a restaurant.

Embassy Suites by Hilton Palm Desert

Embassy Suites by Hilton Palm Desert is conveniently located within a 20-minute drive (11 miles) from Palm Springs International Airport. The hotel is within a 20-minute drive (12 miles) from Palm Springs, CA, a prominent Southern California resort city famed for its vibrant restaurants, nightlife and events. The three-storey hotel offers five room types, with a total of 198 rooms and 323 parking spaces. Facilities include seven meeting rooms, a fitness centre, an outdoor heated pool and a restaurant.

The Queen Mary Long Beach

The Queen Mary Long Beach is a landmark Southern California attraction and special event venue surrounding a 347-room hotel and banquet facility aboard the historic British ocean liner. It is conveniently located within a 15-minute drive (five miles) from Long Beach Airport and a 35-minute drive (18 miles) from Los Angeles International Airport. Nearby attractions within walking distance include the Aquarium of the Pacific, The Pike Outlets, The Parker's Lighthouse and Long Beach Convention Center. The Hotel comprises 12 decks with hotel rooms on the sixth to eighth decks. The ship offers 12 room types, with a total of 347 rooms and 1,600 parking spaces. Facilities include a total meeting space of approximately 80,000 sq ft, a fitness gym, three restaurants and three bars. The Hotel both puts on and hosts prominent events, such as annual winter event and a Halloween event that enjoy significant and consistent community support. More recently, following an agreement with Goldenvoice, a large-scale concert promoter, the Property has started to host numerous sizeable concerts per year since 2018. The contract with Goldenvoice is worth a minimum of US\$1.25 million per annum with additional fees payable per event held.

Renaissance Denver Stapleton

Renaissance Denver Stapleton is located within a 20-minute drive (13 miles) from Denver International Airport. The Hotel is in close proximity to local attractions such as the Denver Zoo, Denver Museum of Nature and Science and Dicks Sporting Goods Park. The 12-storey Hotel offers seven room types, with a total of 400 rooms and 500 parking spaces. The facilities include up to 26 meeting rooms, a fitness centre, an indoor and outdoor pool, a restaurant, a bar. It is one of six venues in Colorado that are IACC (International Association of Conference Centres) certified.

Holiday Inn Denver East – Stapleton

Holiday Inn Denver East – Stapleton is within a 20-minute drive (13 miles) from Denver International Airport and is in close proximity to local attractions such as the Denver Zoo, Denver Museum of Nature and Science and Dicks Sporting Goods Park. The 11-storey hotel offers two room types, with a total of 298 rooms and 150 parking spaces. Facilities include up to 18 meeting rooms, a fitness centre, an outdoor heated pool, a restaurant and a bar.

Sheraton Denver Tech Center

Sheraton Denver Tech Center is located within a 30-minute drive (22 miles) from Denver International Airport and is in close proximity to the Denver Technological Center, a technology-focused business and economic hub. Other regional attractions include Downtown Denver and outdoor activities at the Pikes Peak mountain area. The 10-storey Hotel offers three room types, with a total of 263 rooms and 292 parking spaces. The facilities include 13 meeting rooms, a fitness centre, an outdoor heated pool and a restaurant.

Holiday Inn Resort Orlando Suites – Waterpark

Holiday Inn Resort Orlando Suites – Waterpark is conveniently located within a 20-minute drive (14 miles) from Orlando International Airport and within a 10-minute drive from the entrance of the Walt Disney World Resort's Magic Kingdom and central to the other Disney theme parks. Additionally, it is within five to 10 miles from major Orlando attractions – Universal Orlando and SeaWorld Orlando – and is in close proximity to several of Disney Springs' shopping, dining and entertainment destinations. The resort consists of 14 buildings. Five are six-stories, five are five-stories and the remaining four are four-stories. It offers three room types, with a total of 777 rooms. Facilities include the Lagoon Waterpark, a meeting room, a celebration theatre, a fitness centre, multiple F&B outlets and 850 parking spaces.

Crowne Plaza Dallas Near Galleria-Addison

Crowne Plaza Dallas Near Galleria-Addison is within a five-minute drive (two miles) from Addison Airport, a 20-minute (12 miles) drive from Dallas Fort-Worth International Airport and a 20-minute (12 miles) drive from Downtown Dallas. The four-storey Hotel offers 16 room types, with a total of 428 rooms and 630 parking spaces. The facilities include 11 meeting rooms, a club lounge area for IHG Rewards Club members, two fitness centres, an outdoor pool, a restaurant, a bar.

Hilton Houston Galleria Area

Hilton Houston Galleria Area is located near the heart of Downtown Houston and within a 30-minute drive (22 miles) from George Bush Intercontinental Airport. The Hotel is in close proximity to business hubs such as Downtown Houston, Westchase, the Galleria area and Sugarland. Additionally, it is located in the immediate vicinity of the "New-Chinatown" in Houston, a cultural centre filled with restaurants and entertainment activities. The 13-storey Hotel offers 15 room types, with a total of 292 rooms and 413 parking spaces. The facilities include up to 13 meeting rooms, a fitness centre, an outdoor pool, a restaurant and bar and shuttle services.

Renaissance Woodbridge

Renaissance Woodbridge, is conveniently located within a 20-minute drive (12 miles) from Newark Liberty International Airport. Nearby popular attractions include the New Jersey Convention and Exposition Center, Menlo Park Mall and PNC Bank Arts Center. Additionally the Hotel is close to Rutgers University and two large-scale malls in the neighbourhood, Menlo Park and Woodbridge Center. The seven-storey Hotel offers four room types, with a total of 312 rooms and 793 parking spaces. The facilities include eight meeting rooms, a fitness centre, an indoor pool and an outdoor heated pool, a restaurant and a bar.

Crowne Plaza Danbury

Crowne Plaza Danbury is located in Western Connecticut on the border between New York and Connecticut and is within a 40-minute drive (25 miles) from Westchester County Airport, the nearest sizeable airport. The Hotel is in close proximity to abundant shopping, dining and entertainment options which include The Ives Concert Park, The Ridgefield Playhouse and several sports arenas. The 10-storey Hotel offers seven room types, with a total of 242 rooms and 420 parking spaces. The facilities include 17 meeting rooms, a fitness centre, an indoor saltwater pool and two restaurants.

Doubletree by Hilton Salt Lake City Airport

Doubletree by Hilton Salt Lake City Airport is located in the immediate vicinity of Salt Lake City International Airport and within a 10-minute drive from Downtown Salt Lake City. The Hotel is in close proximity to numerous corporate offices and in close proximity to nearby popular attractions including Salt Palace Convention Center, Vivant Smart Home Arena and Great Salt Lake. Additionally, there are 13 world-class ski resorts located within an hour's drive, including Snowbird and Park City Mountain Resort. The six-storey Hotel offers three room types, with a total of 288 rooms and 294 parking spaces. The facilities include 13 meeting rooms, a basketball/sports court, a fitness centre, an indoor heated pool, a whirlpool, a restaurant, a bar and airport shuttle services.

Hilton Atlanta Northeast

Hilton Atlanta Northeast, is located in the Peachtree Corners neighbourhood and within a 40-minute drive (22 miles) from the Hartsfield-Jackson Atlanta International Airport. In close proximity to numerous corporate offices, the Hotel is within a five-minute drive from The Forum on Peachtree Parkway and 30 minutes from downtown Atlanta. The 10-storey hotel offers three room types, with a total of 271 rooms and 391 parking spaces. The facilities include up to 16 meeting rooms, a fitness centre, an indoor pool and an outdoor heated pool, a whirlpool, a restaurant and a bar.

OUTLOOK FOR THE HOSPITALITY SECTOR

All information provided in this section is extracted from Appendix E, "Independent Hospitality Industry Report". See Appendix E for further details.

"U.S. Hospitality Sector Overview

Featuring approximately 5.3 million hotel rooms and accounting for 30% of global hotel rooms inventory, the United States lodging market is the largest in the world.

The U.S. lodging market also stands out from the rest of the world in that it has a significantly higher share of branded hotel rooms, suggesting that institutional quality assets with access to strong distribution channels comprise a much larger percentage of its lodging stock. Branded hotel rooms comprise 71% of U.S. rooms supply, compared to 53% of rooms in Asia Pacific and only 40% of rooms in Europe.

The Independent Market Research Consultant expects the U.S. lodging market to perform well in relation to other global lodging markets during the next few years. U.S. real GDP growth, which is highly correlated with lodging demand growth, is projected to outperform growth in Latin America, Europe, and the Middle East in 2018 and 2019 according to growth forecasts from Oxford Economics.

At the same time, lodging supply growth in the U.S. is expected to be materially lower than in Asia Pacific as well as the Middle East and Africa based upon the active new supply pipeline for each global region. On balance, the demand and supply dynamics for the U.S. lodging market are attractive relative to most other global regions.

Since 2010, the U.S. lodging market has benefited from substantial improvement in operating performance, registering 102 months of consecutive year-over-year RevPAR growth as of August 2018.

During the next few years, the Independent Market Research Consultant expects that the U.S. economic expansion will continue to support growth in lodging demand, while lodging supply growth is expected to abate beginning in 2019 as rising construction costs deter new construction. According to the Independent Market Research Consultant and consistent with their view of future growth potential, CBRE projects average annual RevPAR growth of 2.1% between 2017 and 2022.”

CERTAIN INFORMATION ON THE PROPERTIES

The table below sets out certain information with respect to each of the Hotels under the Initial Portfolio as at 31 December 2018:

S/N	Hotel	Location	Type of Hotel	Land Tenure	Number of Available Rooms	Occupancy Rate (FY2018)	RevPAR (FY2018) (US\$)	Adopted Valuation ⁽¹⁾ (US\$' m)	Purchase Consideration (US\$' m)	Capital Expenditure Spent Since 2013 (US\$' m)	Approx. GFA (sq m)	Fixed Rent (per annum) ⁽⁵⁾ (US\$' m)	Variable Rent (% of GOR) ⁽⁵⁾	Variable Rent (% of GOP) ⁽⁵⁾	Hotel Franchisor
1.	Sheraton Pasadena	Pasadena, California	Upper Upscale	Freehold	311	76.8%	129.8	114.2	100.1	16.8	14,710	4.2	22.0%	24.0%	Marriott
2.	Holiday Inn Hotel & Suites Anaheim	Anaheim, California	Upper Midscale	Freehold	255	86.4%	112.7	77.9	68.3	1.8	15,590	3.0	26.0%	25.0%	IHG
3.	Embassy Suites by Hilton Anaheim North	Anaheim, California	Upper Upscale	Freehold	223	81.1%	121.4	50.8	44.5	9.3	18,195	2.1	20.0%	17.0%	HWHI
4.	Holiday Inn Hotel & Suites San Mateo ⁽²⁾	San Mateo, California	Upper Midscale	Freehold	219	76.1%	117.0	76.5	67.1	5.6	5,730	3.3	28.0%	29.0%	IHG
5.	Four Points by Sheraton San Jose Airport	San Jose, California	Upscale	Freehold	195	83.8%	154.7	69.1	60.6	6.3	10,425	2.8	24.0%	24.0%	Marriott
6.	The Westin Sacramento	Sacramento, California	Upper Upscale	Freehold	101	82.6%	167.6	43.6	38.2	2.7	7,935	1.6	23.0%	22.0%	Marriott
7.	Embassy Suites by Hilton Palm Desert	Palm Desert, California	Upper Upscale	Freehold	198	64.1%	93.2	32.1	28.1	9.0	16,240	1.4	18.0%	17.0%	HWHI
8.	The Queen Mary Long Beach	Long Beach, California	Upscale	66 Years Leasehold from 1 Nov 2016	347	69.8%	100.7	159.4	139.7	23.5	92,900	10.4 ⁽³⁾	–	8.0% ⁽⁴⁾	Independently operated
9.	Renaissance Denver Stapleton	Denver, Colorado	Upper Upscale	Freehold	400	75.1%	96.2	88.2	77.3	16.8	35,685	3.9	17.0%	24.0%	Marriott
10.	Holiday Inn Denver East – Stapleton	Denver, Colorado	Upper Midscale	Freehold	298	67.3%	68.7	50.6	44.4	10.9	19,350	2.3	20.0%	22.0%	IHG

S/N	Hotel	Location	Type of Hotel	Land Tenure	Number of Available Rooms	Occupancy Rate (FY2018)	RevPAR (FY2018) (US\$)	Adopted Valuation ⁽¹⁾ (US\$' m)	Purchase Consideration (US\$' m)	Capital Expenditure Spent Since 2013 (US\$' m)	Approx. GFA (sq m)	Fixed Rent (per annum) ⁽⁵⁾ (US\$' m)	Variable Rent (% of GOR) ⁽⁵⁾	Variable Rent (% of GOP) ⁽⁵⁾	Hotel Franchisor
11.	Sheraton Denver Tech Center	Denver, Colorado	Upper Upscale	Freehold	263	69.1%	81.0	31.7	27.8	3.6	15,360	1.8	16.0%	18.0%	Marriott
12.	Holiday Inn Resort Orlando Suites – Waterpark	Orlando, Florida	Upper Midscale	Freehold	777	70.5%	75.2	162.8	142.7	27.5	55,730	7.5	19.0%	22.0%	IHG
13.	Crowne Plaza Dallas Near Galleria-Addison	Dallas, Texas	Upscale	Freehold	428	61.0%	58.1	57.8	50.7	3.5	31,080	2.5	18.0%	20.0%	IHG
14.	Hilton Houston Galleria Area	Houston, Texas	Upper Upscale	Freehold	292	72.6%	72.5	48.6	42.6	9.7	18,760	2.2	22.0%	20.0%	HWHI
15.	Renaissance Woodbridge	Woodbridge, New Jersey	Upper Upscale	Freehold	312	79.8%	109.4	76.6	67.1	6.3	22,575	3.4	19.0%	19.0%	Marriott
16.	Crowne Plaza Danbury	Danbury, Connecticut	Upscale	Freehold	242	65.2%	62.1	12.0	10.5	0.3	19,180	0.8	10.0%	10.0%	IHG
17.	Doubletree by Hilton Salt Lake City Airport	Salt Lake City, Utah	Upscale	Freehold	288	83.6%	92.4	60.9	53.4	7.6	17,390	2.6	21.0%	22.0%	HWHI
18.	Hilton Atlanta Northeast	Atlanta, Georgia	Upper Upscale	Freehold	271	78.8%	97.4	55.4	48.6	13.0	18,355	2.4	19.0%	20.0%	HWHI

Notes:

- (1) Adopted Valuation refers to the independent valuation by HVS (as at 31 December 2018).
- (2) Includes a 47-room hotel building located on the site of this Hotel which is currently operating as an independent hotel, though planning is underway to rebrand it under the Holiday Inn or another IHG brand.
- (3) Fixed Rent is US\$10.4 million per annum in Forecast Period 2019 with a rental escalation of 2.0% per annum from Projection Year 2020 and onwards.
- (4) Variable Rent is 8.0% of Gross Operating Profit, over and above the Fixed Rent component.
- (5) Please refer to "Certain Agreements relating to EHT, EH-REIT, EH-BT and the Properties – Master Lease Agreements" for further details of the computation of the rental for each Property.

OPERATIONAL DATA OF THE INITIAL PORTFOLIO

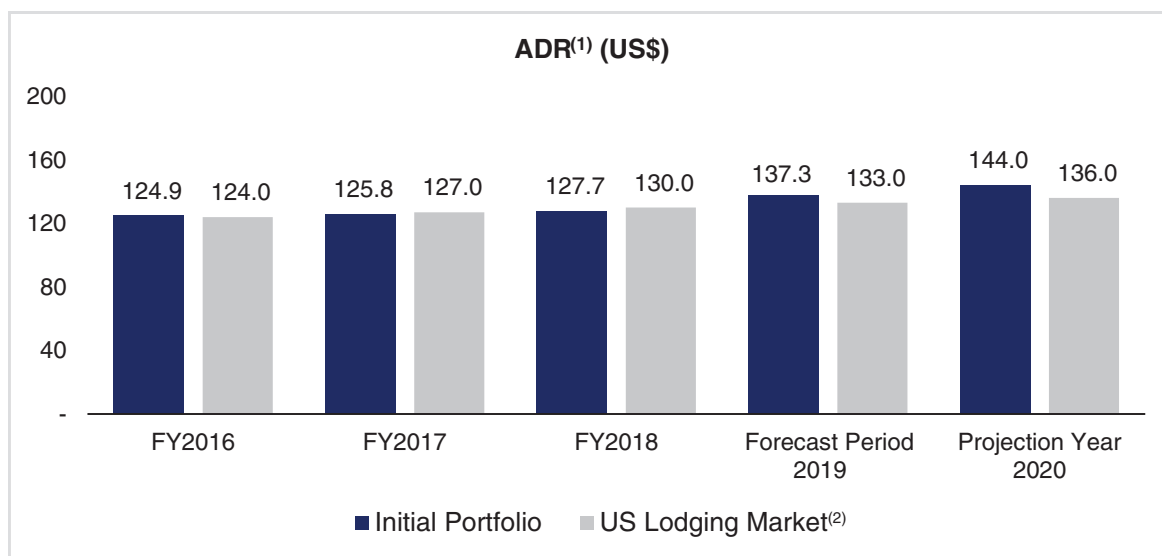
The ADR, Occupancy Rate and RevPAR of the Hotels for FY2016, FY2017, FY2018, Forecast Period 2019, and Projection Year 2020 are set out in the table below.

Initial Portfolio	FY2016	FY2017	FY2018	Forecast Period 2019 (1 May 2019 to 31 December 2019)	Projection Year 2020
ADR⁽¹⁾ (US\$)	124.9	125.8	127.7	137.3	144.0
Occupancy Rate⁽²⁾	69.8%	69.0%	73.6%	78.5%	76.8%
RevPAR⁽³⁾ (US\$)	87.2	86.8	93.9	107.7	110.6

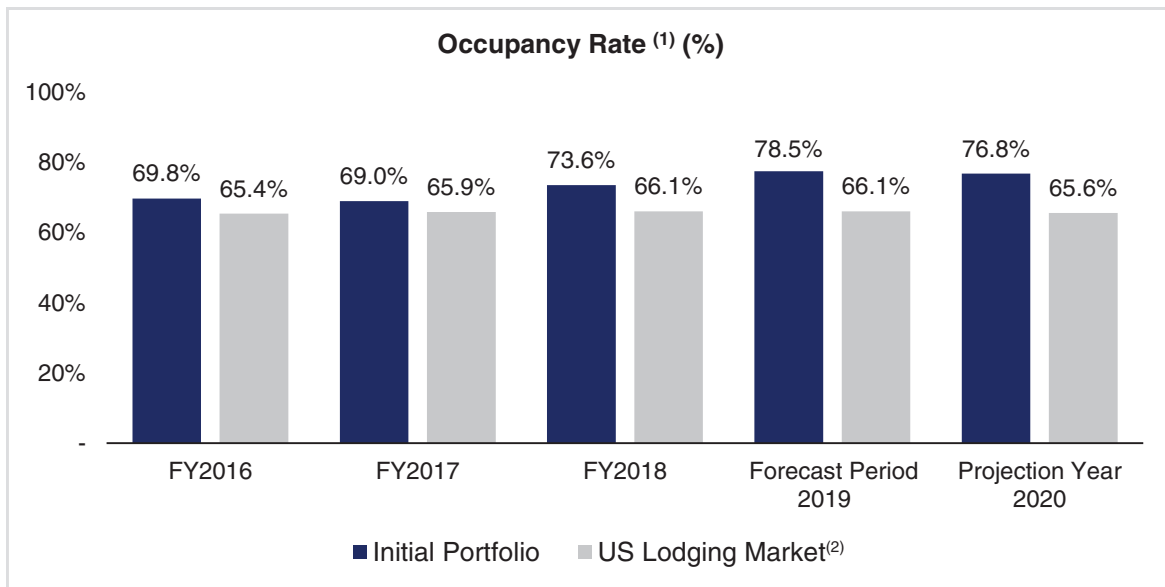
Notes:

- (1) Computed based on the total room revenue of the Hotels divided by the total number of rooms sold at the Hotels for the relevant period.
- (2) Computed based on the total number of rooms sold at the Hotels divided by the total number of available rooms at the Hotels for the relevant period.
- (3) Computed based on the total room revenue of the Hotels divided by the total number of available rooms at the Hotels for the relevant period.

The following charts show the ADR, Occupancy Rate and RevPAR of the Hotels for FY2016, FY2017, FY2018, Forecast Period 2019, and Projection Year 2020.

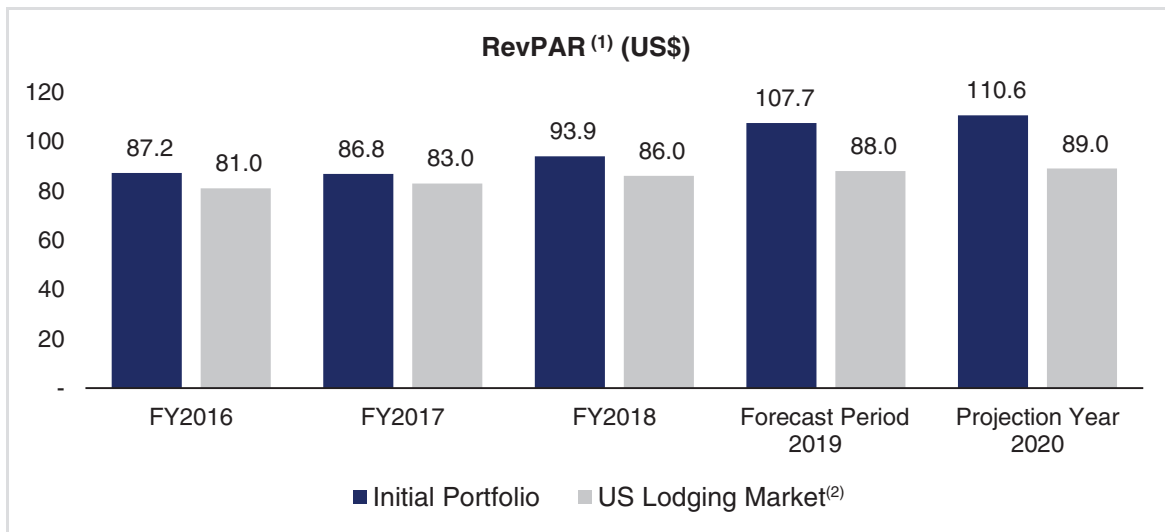
**Notes:**

- (1) Computed based on the total room revenue of the Hotels divided by the total number of rooms sold at the Hotels for the relevant period.
- (2) US Lodging Market figures are based on the Independent Hospitality Industry Report prepared by the Independent Market Research Consultant.



Notes:

- (1) Computed based on the total number of rooms sold at the Hotels divided by the total number of available rooms at the Hotels for the relevant period.
- (2) US Lodging Market figures are based on the Independent Hospitality Industry Report prepared by the Independent Market Research Consultant.

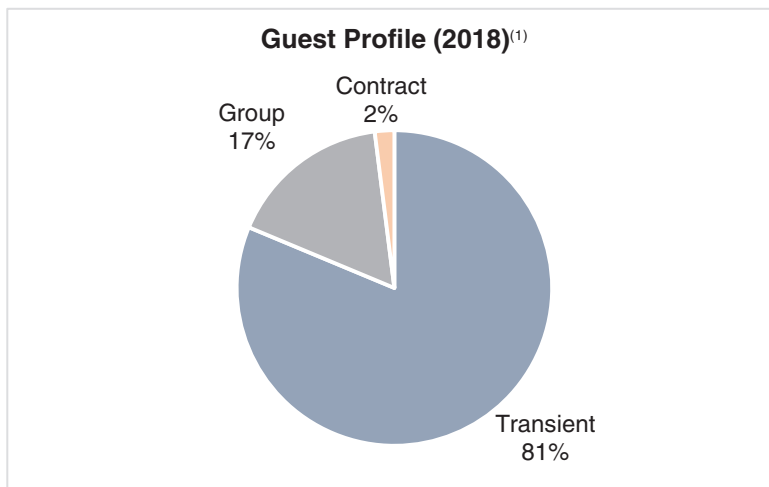


Notes:

- (1) Computed based on the total room revenue of the Hotels divided by the total number of available rooms at the Hotels for the relevant period.
- (2) US Lodging Market figures are based on the Independent Hospitality Industry Report prepared by the Independent Market Research Consultant.

Guest Profile of the Hotels

The following chart sets out a breakdown of the guest profile of the Hotels by room revenue.



Note:

- (1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

SHERATON PASADENA

303 Cordova Street, Pasadena, California 91101

Description

Sheraton Pasadena is a 311-room hotel located in the heart of Pasadena, California, near Los Angeles. The Hotel is a short distance to abundant shopping, dining and entertainment options that include Old Town Pasadena, Rose Bowl, the Norton Simon Museum, and The Huntington Library and Botanical Gardens. In addition to the leisure options within the local vicinity, the property is adjacent to the Pasadena Convention Center. The Hotel is located 21 miles (within 40-minute drive) from Los Angeles International Airport.

The Hotel comprises 5 stories and has shared access to 300 parking spaces.

Sheraton Pasadena offers a variety of room options ranging from 400 sq ft to 500 sq ft.

Room Type	Size (sq ft)	Room Count
Standard RM (King Only)	400	152
RM (DBL Only)	400	147
Suites (King Only)	500	12
Total		311

Property Photos



Meeting and Conference Facilities

Sheraton Pasadena has up to 14 meeting rooms with a total meeting space of approximately 12,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Justines/Piazza	5,037	600
Justines	2,484	350
Justines Central	864	100
Justines East	828	100
Justines West	828	100
Piazza	2,001	200
Magnolia	1,773	150
Cypress	1,272	100
Colorado	864	80
Cordova	784	50
Maple	567	50
Aspen	450	40
Redwood	450	40
Oak	416	50
Marengo	364	30
Boardroom	330	8

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) Restaurant Soleil which serves breakfast, lunch and dinner, and has a capacity for 48 people, as well as (ii) Charlie's Bar, a restaurant and bar which serves lunch and dinner, and has a capacity for 57 people. The Hotel also provides room service and has a convenience store.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, a variety of cardio and weight training equipment at the well-equipped Sheraton Fitness, and an outdoor heated swimming pool.

Summary of Selected Information

The table below sets out a summary of selected information on Sheraton Pasadena.

Completion Date	1975
Completion Date of Last Renovation	Expected May 2019
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	Marriott
Approximate GFA (sq m)	14,710
Number of Available Rooms	311
Carpark Lots	850
RevPAR (FY2018) (US\$)	129.8
Adopted Value by Colliers (as at 31 December 2018)	US\$98.9 million
Adopted Value by HVS (as at 31 December 2018)	US\$114.2 million
Adopted Valuation	US\$114.2 million
Purchase Consideration	US\$100.1 million
Master Lessor	Urban Commons Cordova A, LLC
Master Lessee	EHT CDPCT, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$4.2 million Variable rent: 22.0% of GOR plus 24.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.7 million
Variable Rent for the Projection Year 2020	US\$2.7 million
CIF Reserve	4.0% of Room Revenue

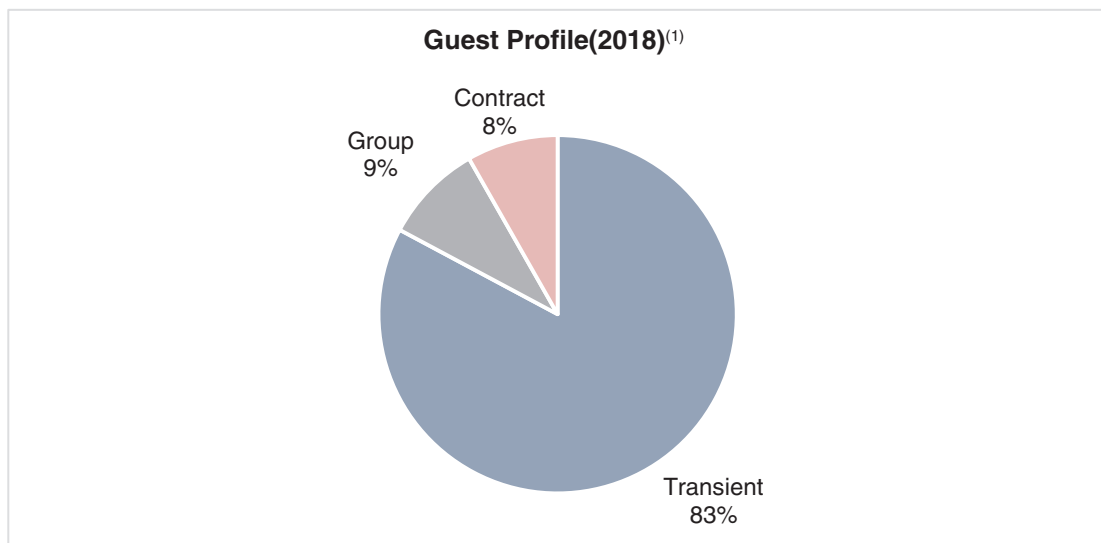
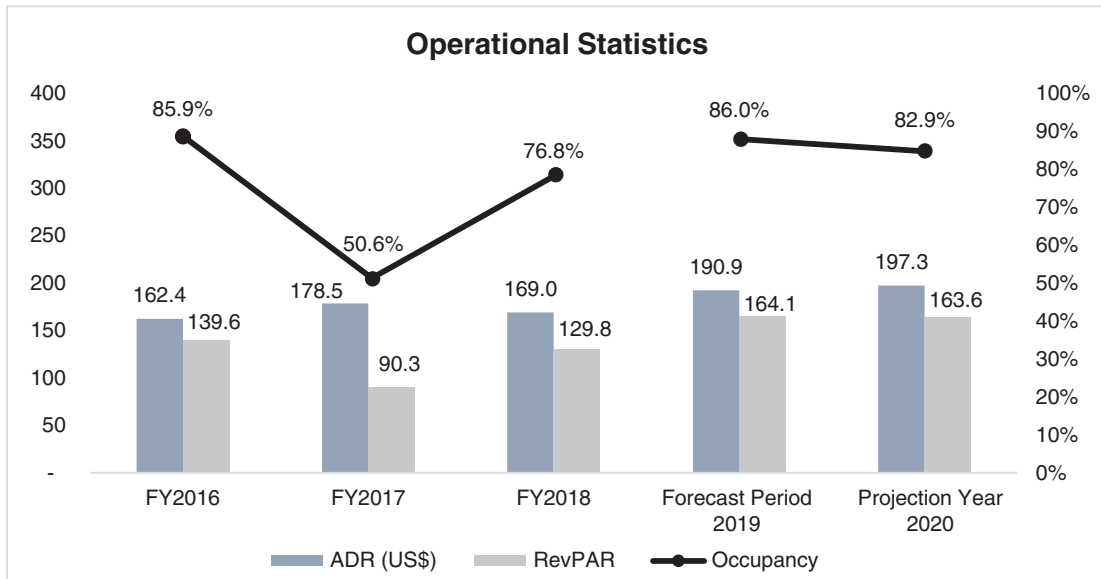
Asset Management Initiatives

At the time of acquisition, the Hotel had to lease the air rights of a neighbouring structure that was owned by the City of Pasadena, due to its height. The Sponsor negotiated a purchase of the air rights which led to savings of US\$0.48 million per year in lease costs. A US\$15.6 million full renovation of all guestrooms, meeting space, public spaces and the restaurant began in May 2017 and was completed in September 2018. Additionally, the exterior front porch is currently being renovated and is expected to be completed by May 2019¹.

¹ Asset enhancement works have substantially been completed, expected completion date for final works is in May 2019.

Operating Statistics

The following charts show certain information on the operations of Sheraton Pasadena, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests)

HOLIDAY INN HOTEL & SUITES ANAHEIM

1240 South Walnut Street, Anaheim, California 92802

Holiday Inn Hotel & Suites Anaheim is located next to Disneyland Resort, and within one mile from Anaheim Convention Center. Featuring 255 well-appointed guest rooms, the Hotel offers Disney-themed suites and has a “splash zone” water park. The property is located 10 miles (within 15-minute drive) from John Wayne International Airport.

The Hotel consists of five buildings, with the tallest being six-stories. Parking facilities include 257 spaces. Holiday Inn Hotel & Suites Anaheim offers a variety of room type options ranging from 276 sq ft to 900 sq ft.

Room Type	Size (sq ft)	Room Count
Deluxe King	300	20
Deluxe Doubles	276	39
Deluxe Queens	300	163
1 Bedroom Suite 2 Queen Beds	600	16
1 Bedroom Suite King	600	3
1 Bedroom Suite 1 Queen/Accessible	600	1
2 Bedroom Family Suite	900	4
Accessible Double	300	4
Accessible Double Roll in shower	300	1
Accessible King	336	3
Accessible King Roll In Shower	336	1
Total		255

Property Photos



Meeting and Conference Facilities

Holiday Inn Hotel & Suites Anaheim has up to four meeting rooms with a total meeting space of 3,370 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Meritage	1,890	216
Meritage A	945	108
Meritage B	945	108
Chianti	1,480	130
Chianti A	740	65
Chianti B	740	65

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) Onyx Restaurant and (ii) Onyx Bar, a bar with a combined capacity for 110 people, as well as poolside dining service. The Hotel also provides room service and a gift shop.

Recreational and Other Facilities

The Hotel offers 24-hour business centre, fitness facility with a variety of cardio and weight training equipment, an outdoor heated swimming pool and jacuzzi and a “splash zone” water park.

Summary of Selected Information

The table below sets out a summary of selected information on Holiday Inn Hotel & Suites Anaheim.

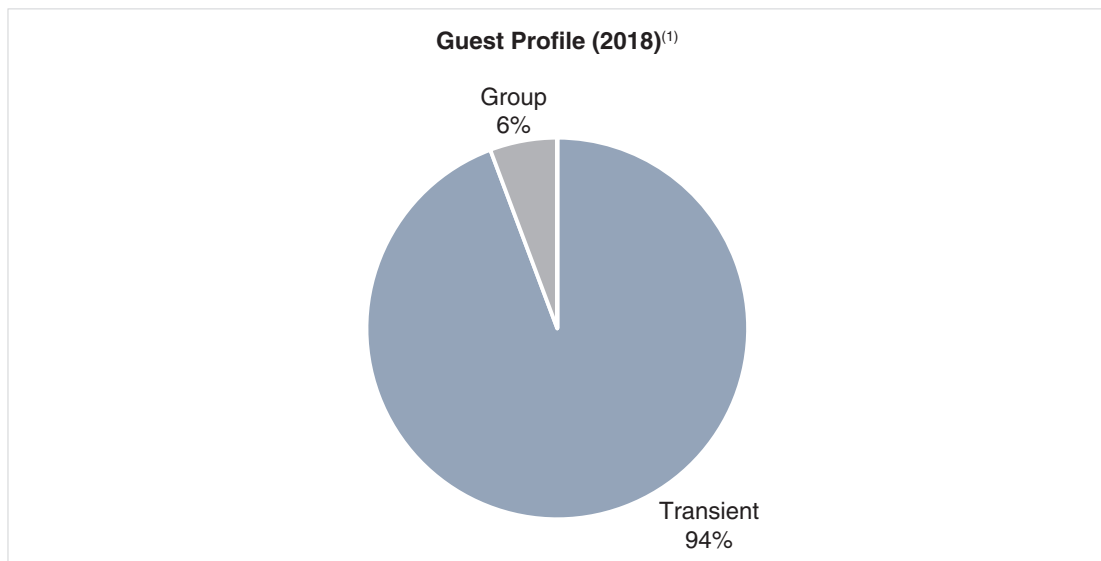
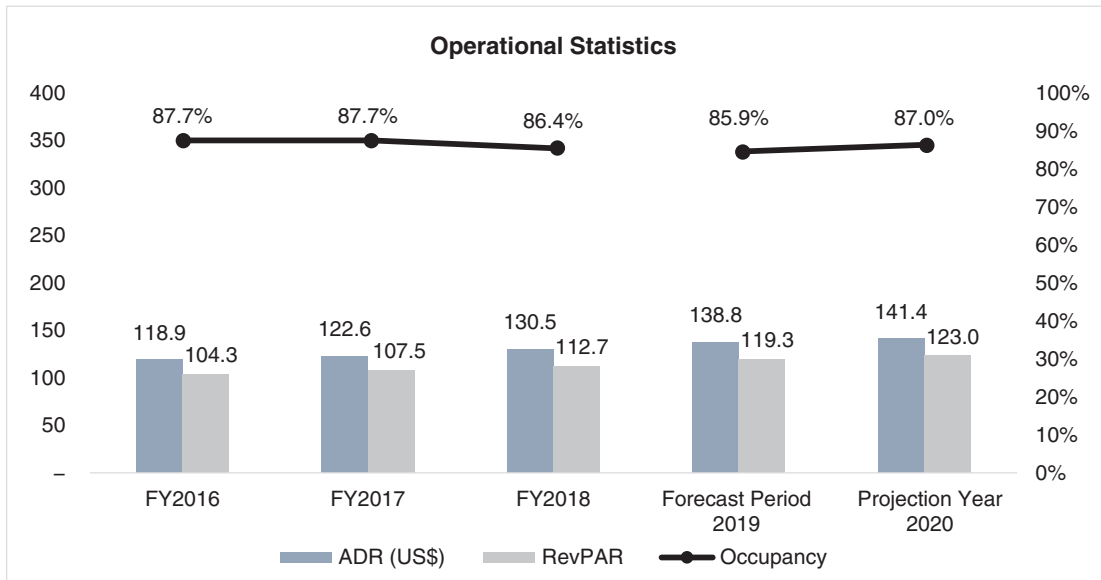
Completion Date	1978
Completion Date of Last Renovation	April 2017
Land Tenure	Freehold
Type of Hotel	Upper Midscale
Brand Franchisor	IHG
Approximate GFA (sq m)	15,590
Number of Available Rooms	255
Carpark Lots	257
RevPAR (FY2018) (US\$)	112.7
Adopted Value by Colliers (as at 31 December 2018)	US\$71.1 million
Adopted Value by HVS (as at 31 December 2018)	US\$77.9 million
Adopted Valuation	US\$77.9 million
Purchase Consideration	US\$68.3 million
Master Lessor	Urban Commons Anaheim HI, LLC
Master Lessee	EHT HIA, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$3.0 million Variable rent: 26.0% of GOR plus 25.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.3 million
Variable Rent for the Projection Year 2020	US\$2.0 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel capitalised on its proximity to Disneyland by converting 25 of its 255 suites to Disney-themed suites to achieve a higher yield. In addition, a family-friendly “splash zone” water park was constructed on the Hotel to further enhance its appeal to the leisure market.

Operating Statistics

The following charts show certain information on the operations of Holiday Inn Hotel & Suites Anaheim, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests)

EMBASSY SUITES BY HILTON ANAHEIM NORTH

3100 East Frontera Street, Anaheim, California 92806

Description

Embassy Suites by Hilton Anaheim North Hotel is a seven-storey, all-suite hotel with 223 rooms. It is located just a 12-minute drive from Disneyland, within a 20-minute drive from John Wayne International Airport and within a 40-minute drive from Los Angeles International Airport. This Hotel is a Disneyland “Good Neighbor” hotel, a designation signifying convenience to the resort. The Hotel also offers direct shuttle service to Disneyland.

Each suite features a private master bedroom with a separate living area furnished with a sofa, bed, refrigerator, wet bar, microwave, coffeemaker, hairdryer, iron, ironing board. The Embassy Suites by Hilton Anaheim North offers a variety of room options ranging from 469 sq ft to 518 sq ft and has 420 parking spaces.

Room Type	Size (sq ft)	Room Count
One Bedroom King Suite with pull-out sofa sleeper	469	122
One Bedroom Queen/Queen Suite with pull-out sofa sleeper	518	91
One Bedroom King Accessible Suite	469	9
One Bedroom Queen/Queen Accessible Suite	518	1
Total		223

Property Photos



Meeting and Conference Facilities

Embassy Suites by Hilton Anaheim North has up to ten meeting rooms with a total meeting space of approximately 7,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Grand Ballroom	4,755	600
Morning Glory	1,470	166
Spanish Moss	1,198	106
Cypress Grove	1,037	88
Weeping Willow	1,029	98
Court Room	2,304	200
Crescent Court	1,166	122
Swan Court	1,159	98
Conference Suite 1	312	10
Conference Suite 2	312	10
Conference Suite 3	312	10
Conference Suite 4	312	10

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

The Hotel offers complimentary cooked-to-order breakfast every morning in the Atrium, as well as a complimentary evening reception for guests, which comes with beer, wine, and snacks. Lunch and dinner are offered at the Hotel's restaurant, Bistro 3100 Restaurant with a capacity for 150 people, as well as Bistro 3100 Bar with a capacity for 56 people. The Hotel also offers room service, and a convenience store at the lobby.

Recreational and Other Facilities

The Hotel includes a fitness centre, indoor pool with an outdoor sunning deck, and 24-hour business centre.

Summary of Selected Information

The table below sets out a summary of selected information on Embassy Suites by Hilton Anaheim North.

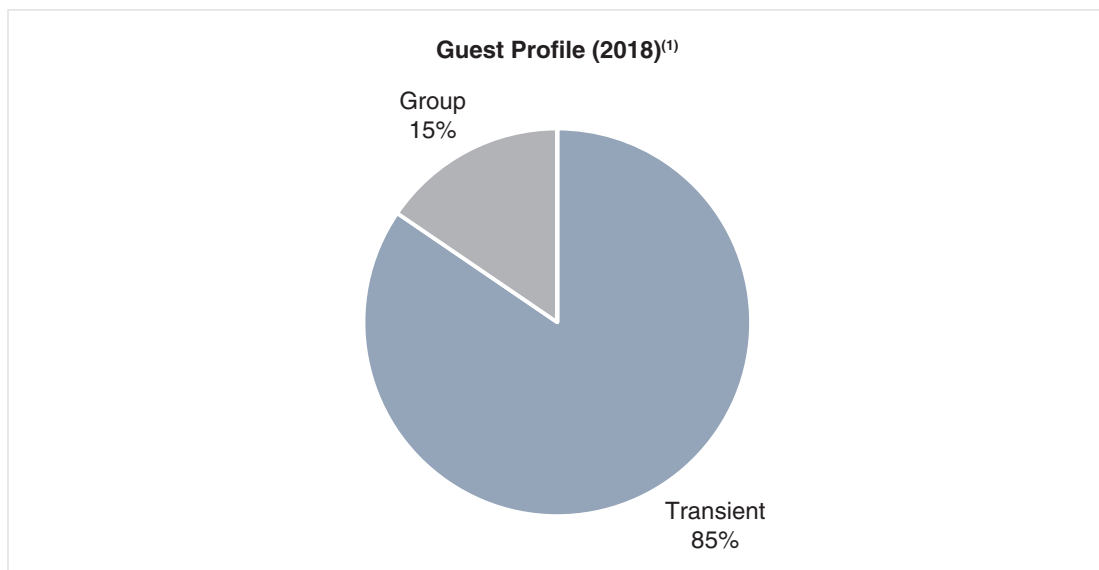
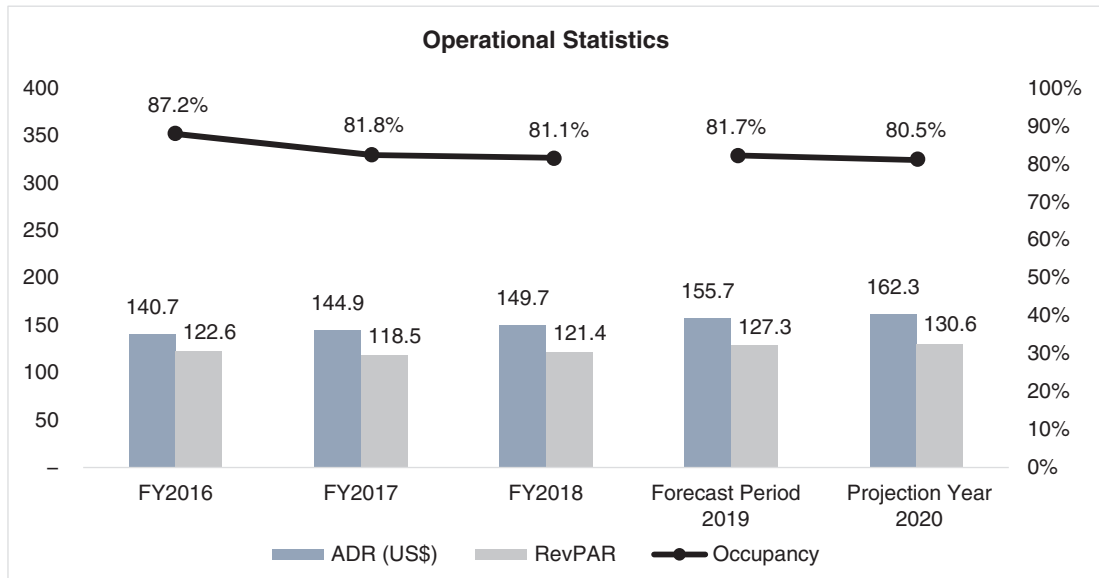
Completion Date	1987
Completion Date of Last Renovation	November 2018
Land tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	HWHI
Approximate GFA (sq m)	18,195
Number of Available Rooms	223
Carpark Lots	420
RevPAR (FY2018) (US\$)	121.4
Adopted Value by Colliers (as at 31 December 2018)	US\$48.2 million
Adopted Value by HVS (as at 31 December 2018)	US\$50.8 million
Adopted Valuation	US\$50.8 million
Purchase Consideration	US\$44.5 million
Master Lessor	UCF 1, LLC
Master Lessee	EHT ESAN, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$2.1 million Variable rent: 20.0% of GOR plus 17.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.8 million
Variable Rent for the Projection Year 2020	US\$1.2 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel has undergone a US\$9.3 million renovation conducted in phases since 2013. As at November 2018, the Hotel has been fully renovated including all guestrooms, lobby, meeting spaces and food and beverage venues. As part of the refurbishment, significant value was also added by repurposing a previously unused portion of the lobby, to a catering space for social events.

Operating Statistics

The following charts show certain information on the operations of Embassy Suites by Hilton Anaheim North, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

HOLIDAY INN HOTEL & SUITES SAN MATEO

330 North Bayshore Boulevard, San Mateo, San Mateo County, California 94401

Description

Holiday Inn Hotel & Suites San Mateo is a 219-room hotel in the San Francisco Bay area. The property is located within a five-minute drive from San Francisco Airport, and is proximate to large corporations in technology, pharmaceutical, and the consulting sectors. The Hotel also enjoys close proximity to Coyote Point Museum, Great America Theme Park, as well as prominent San Francisco tourist attractions such as Fisherman’s Wharf, AT&T Park and Union Square.

The Hotel comprises three buildings. The main building has four floors and the second building has three floors. The third building on the site of Holiday Inn Hotel & Suites San Mateo currently has 47 rooms and is currently operating as an independent hotel, although planning is underway to rebrand it under the Holiday Inn or another IHG brand. The Hotel has both outdoor and indoor secure parking facilities with 231 parking spaces available.

Holiday Inn Hotel & Suites San Mateo offers a variety of room options ranging from 299 sq ft to 568 sq ft.

Room Type	Size (sq ft)	Room Count
Standard King/Double	299	152
King Suite	310-568	20
Total		172⁽¹⁾

Note:

(1) Excludes 47 rooms in the third, independent building.

Property Photos



Meeting and Conference Facilities

Holiday Inn Hotel & Suites San Mateo has three meeting rooms with a total meeting space of 2,200 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Barbara Room	1,100	Up to 100
Christina Room	567	Up to 40
Coyote Room	533	Up to 40

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Bistro 330 is an American diner which serves lunch and dinner and has a capacity for 62 people. The Hotel also offers room service. The independent hotel does not have any food and beverage facilities.

Recreational and Other Facilities

The Hotel offers 24-hour business centre, a variety of cardio and weight training equipment, sauna, and an indoor jacuzzi.

Summary of Selected Information

The table below sets out a summary of selected information on Holiday Inn Hotel & Suites San Mateo.

Completion Date	1991
Completion Date of Last Renovation	June 2018
Land Tenure	Freehold
Type of Hotel	Upper Midscale
Brand Franchisor	IHG
Approximate GFA (sq m)	5,730
Number of Available Rooms	219 including the independent building
Carpark Lots	231
RevPAR (FY2018) (US\$)	117.0
Adopted Value by Colliers (as at 31 December 2018)	US\$66.7 million
Adopted Value by HVS (as at 31 December 2018)	US\$76.5 million
Adopted Valuation	US\$76.5 million
Purchase Consideration	US\$67.1 million
Master Lessor	Urban Commons Bayshore A, LLC

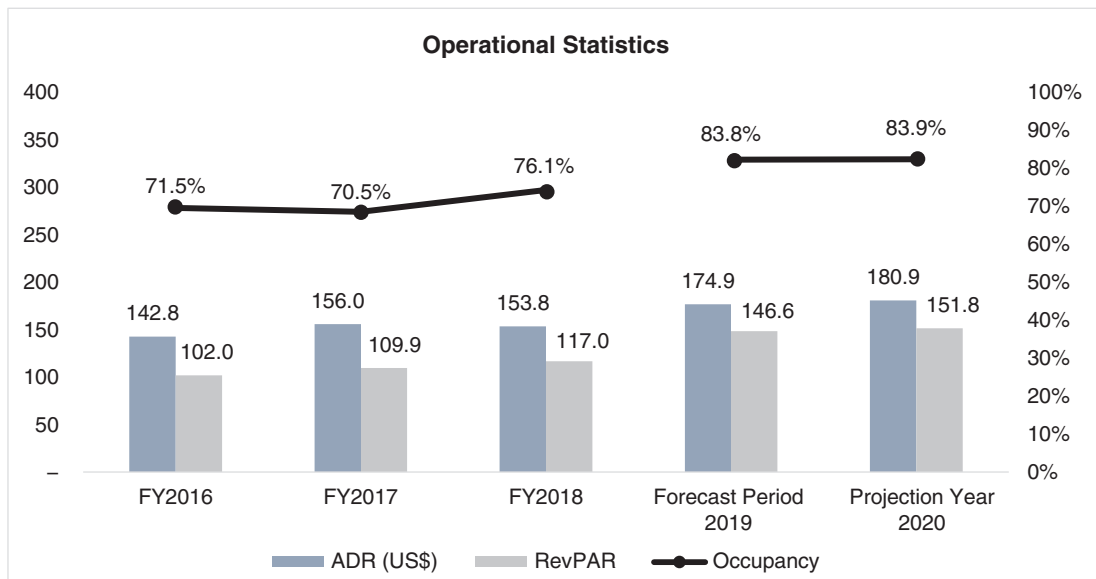
Master Lessee	EHT HISM, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$3.3 million Variable rent: 28.0% of GOR plus 29.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.4 million
Variable Rent for the Projection Year 2020	US\$2.2 million
CIF Reserve	4.0% of Room Revenue

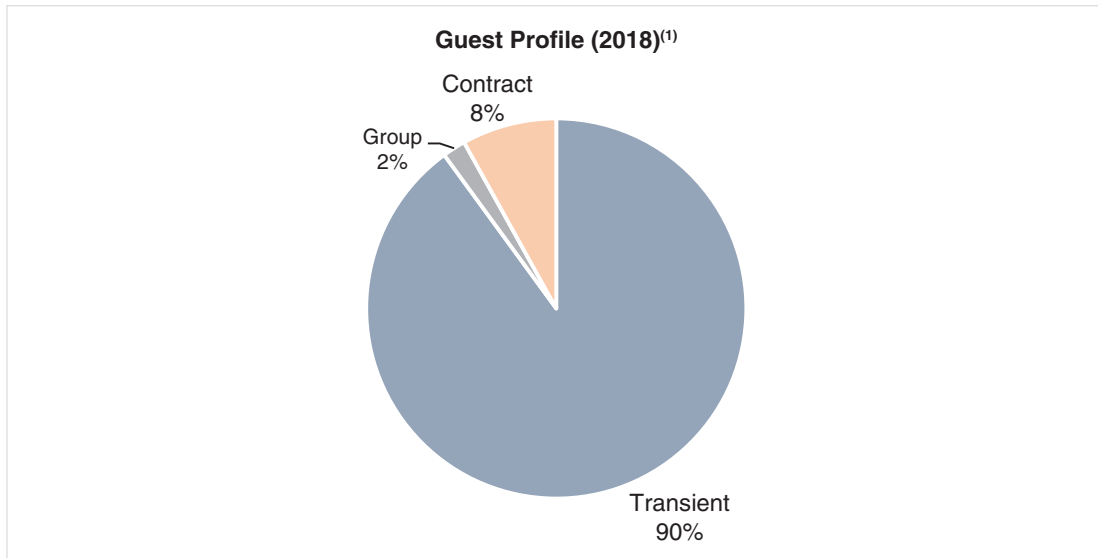
Asset Management Initiatives

The two buildings operating as Holiday Inn Hotel & Suites San Mateo were fully renovated in June 2018. One of the two buildings underwent a rebranding exercise and was converted from a Comfort Inn brand franchise to a Holiday Inn as part of the US\$5.6 million renovation program, significantly increasing the RevPAR of these converted rooms. As a result of the renovation, the Hotel has secured an airline contract. Plans are underway to rebrand the third building, currently operating independently, into Holiday Inn or another IHG brand starting in 2021.

Operating Statistics

The following charts show certain information on the operations of Holiday Inn Hotel & Suites San Mateo, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.





Note:

- (1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests)

FOUR POINTS BY SHERATON SAN JOSE AIRPORT

1471 North Fourth Street, San Jose, Santa Clara County, California 95112

Description

Four Points by Sheraton San Jose Airport hotel is a 195-room hotel located in the heart of San Jose/Silicon Valley. The Hotel is in the immediate vicinity of the San Jose International Airport, and is minutes from numerous major Silicon Valley corporate campuses such as Apple Inc. and Google LLC, within three miles from Downtown San Jose and the San Jose McEnery Convention Center, and four miles from the SAP Center and Levi Stadium. Within four miles from the Hotel are abundant shopping, dining and entertainment options that include Downtown San Jose, Santana Row, Westfield Shopping town Valley Fair, the Children's Discovery Museum, Tech Museum of Innovation, and Avaya Stadium. In addition to the leisure options within the local vicinity, the Hotel is within four miles from both Santa Clara University and San Jose State University.

The Hotel comprises five stories. Parking facilities include an open and covered garage with 305 parking spaces.

The Four Points by Sheraton San Jose Airport hotel offers a variety of room options ranging from 350 sq ft to 515 sq ft.

Room Type	Size (sq ft)	Room Count
Traditional King	350	55
Traditional Double Double	375	35
Traditional Queen	350	13
Deluxe King	375	50
Deluxe Double Double	375	30
Junior Suite	425	3
Suite	515	9
Total		195

Property Photos



Meeting and Conference Facilities

Four Points by Sheraton San Jose Airport has up to six meeting rooms with a total meeting space of 4,802 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Versailles Ballroom	2,808	250
Versailles I	1,008	80
Versailles II	936	80
Versailles III	864	70
Bordeaux	980	65
Chantilly	600	30
Merlot Boardroom	414	10

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) Hanger Grill, a restaurant which serves breakfast and lunch daily, with a capacity for 85 people and (ii) Hanger Bar, a bar which serves dinner and lighter fare daily with a capacity for 45 people. The Hotel also offers a convenience store.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, a variety of cardio and weight training equipment in the well-equipped fitness room, and an outdoor heated swimming pool.

Summary of Selected Information

The table below sets out a summary of selected information on Four Points by Sheraton San Jose Airport.

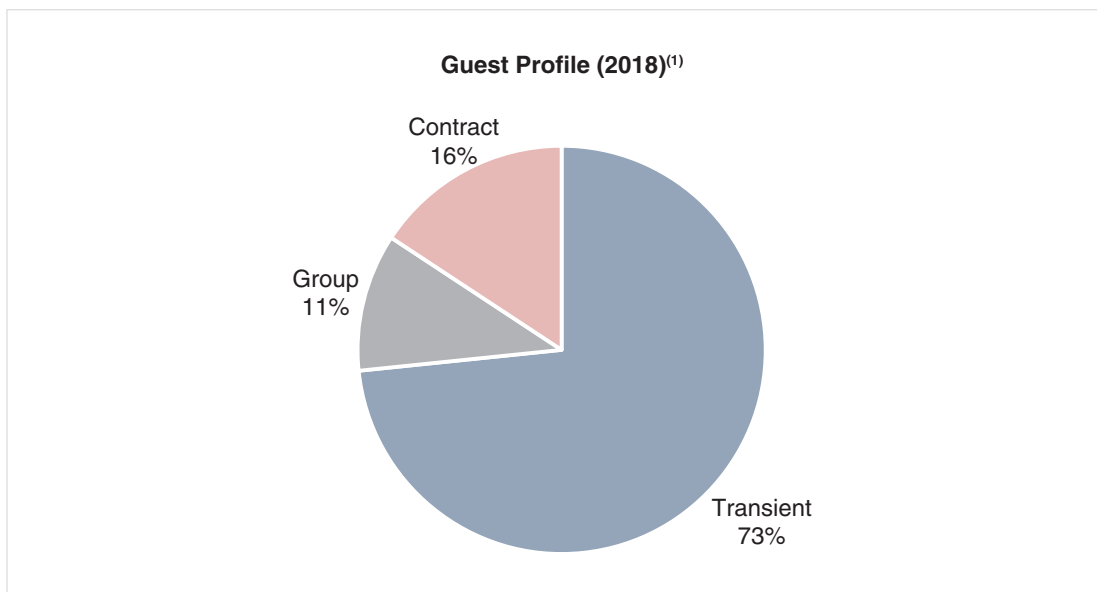
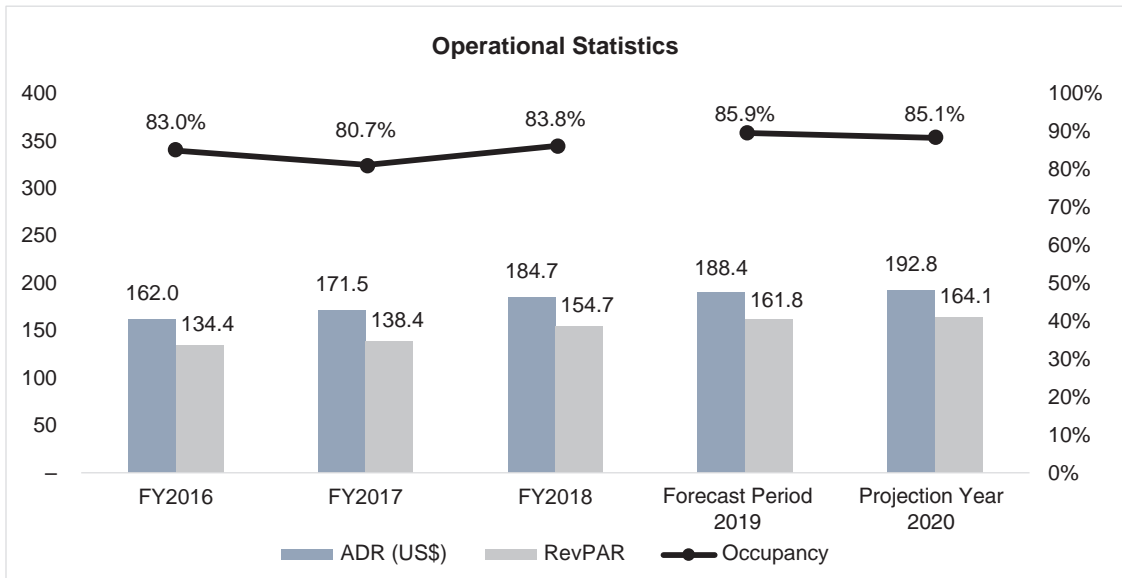
Completion Date	1986
Completion Date of Last Renovation	March 2016
Land tenure	Freehold
Type of Hotel	Upscale
Brand Franchisor	Marriott
Approximate GFA (sq m)	10,425
Number of Available Rooms	195
Carpark Lots	A four-storey parking structure of 247 parking spaces, plus open parking area around hotel of 58 spaces
RevPAR (FY2018) (US\$)	154.7
Adopted Value by Colliers (as at 31 December 2018)	US\$63.3 million
Adopted Value by HVS (as at 31 December 2018)	US\$69.1 million
Adopted Valuation	US\$69.1 million
Purchase Consideration	US\$60.6 million
Master Lessor	Urban Commons 4th Street A, LLC
Master Lessee	EHT FPSJ, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$2.8 million Variable rent: 24.0% of GOR plus 24.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.1 million
Variable Rent for the Projection Year 2020	US\$1.8 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel embarked on a rebranding programme in 2013 and underwent a comprehensive renovation of rooms, meeting space, public spaces and the restaurant at a cost of US\$6.3 million to convert to a Four Points by Sheraton hotel. The renovation was completed in 2016 and has led to a significant increase in the Hotel's RevPAR.

Operating Statistics

The following charts show certain information on the operations of Four Points by Sheraton San Jose Airport, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest by revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

THE WESTIN SACRAMENTO

4800 Riverside Boulevard, Sacramento, California 95822

Description

The Westin Sacramento is a 101-room hotel located in the heart of California’s capital city, on the Sacramento River. The Hotel is located downtown near the convention centre and “Old Town” historic Sacramento. Rooms offer luxurious perks such as The Westin Heavenly® signature mattress, a deep-soaking claw-foot tub, and Westin Signature amenities in the bathroom. The Hotel is also ideal for meetings or business events with 9,000 sq ft of versatile space and scenic location along the Sacramento River. The Hotel is located 11 miles (within 15-minute drive) from Sacramento International Airport.

The Hotel comprises three stories. Parking facilities include 207 spaces for limited complimentary self-parking and valet parking. The Westin Sacramento offers a variety of room options ranging from 379 sq ft to 997 sq ft.

Room Type	Size (sq ft)	Room Count
Presidential	997	2
Junior Suite	468-579	8
Premium Corner	490	2
Traditional Parkview	379-430	48
Premium Riverview	417-468	36
Accessible Queen	379	5
Total		101

Property Photos



Meeting and Conference Facilities

The Westin Sacramento has a total of six meeting rooms and offers approximately 9,000 sq ft of versatile meeting space:

Venue	Size (sq ft)	Capacity ⁽¹⁾
Gran Monaco	2,788	270
Portofino Tent (Seasonal)	2,500	200
Monaco II	1,938	192
Monaco I	830	80
The Tower Room	500	55
The Siena Boardroom	195	10

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Scott's Seafood on the River serves breakfast, lunch and dinner, while offering riverfront views, with a capacity for 360 people.

Recreational and Other Facilities

The Westin Sacramento offers guests a fitness centre, an outdoor heated pool, a spa, as well as outdoor fire pits and bocce ball courts.

Summary of Selected Information

The table below sets out a summary of selected information on The Westin Sacramento.

Completion Date	2008
Completion Date of Last Renovation	December 2015
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	Marriott
Approximate GFA (sq m)	7,935
Number of Available Rooms	101
Carpark Lots	207
RevPAR (FY2018) (US\$)	167.6
Adopted Value by Colliers (as at 31 December 2018)	US\$37.6 million
Adopted Value by HVS (as at 31 December 2018)	US\$43.6 million
Adopted Valuation	US\$43.6 million
Purchase Consideration	US\$38.2 million
Master Lessor	Urban Commons Riverside Blvd. A, LLC

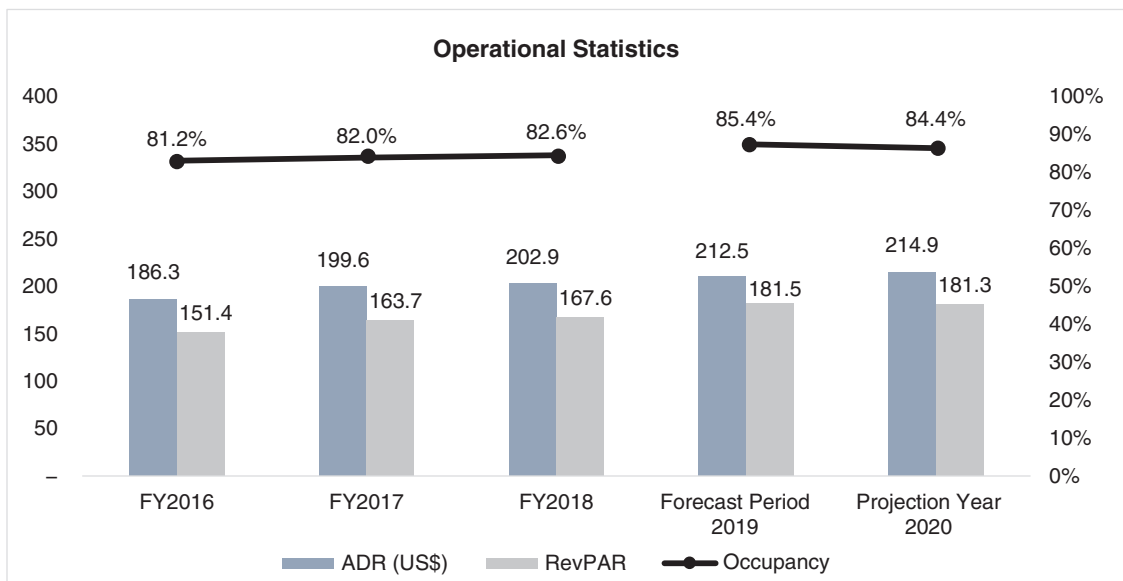
Master Lessee	EHT WSAC, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$1.6 million Variable rent: 23.0% of GOR plus 22.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.6 million
Variable Rent for the Projection Year 2020	US\$0.9 million
CIF Reserve	4.0% of Room Revenue

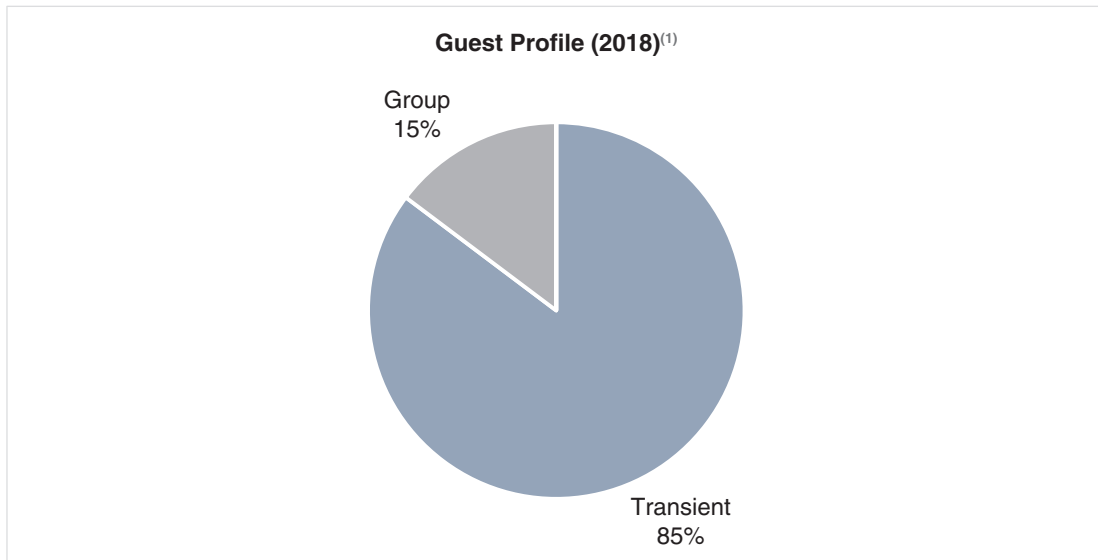
Asset Management Initiatives

A renovation of the Hotel’s guestrooms was last completed in December 2015 together with a conversion into a Westin. The US\$2.7 million renovation also included replacements of the Hotel’s soft furnishings.

Operating Statistics

The following charts show certain information on the operations of The Westin Sacramento, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.





Note:

- (1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

EMBASSY SUITES BY HILTON PALM DESERT

74-700 Highway 111, Palm Desert, California 92260

Description

Embassy Suites by Hilton Palm Desert is a 198-room hotel, located only 12 miles from Palm Springs, a prominent Southern California resort city famed for its vibrant restaurants, nightlife, and events. The Hotel's spacious suites feature a private bedroom and separate living area furnished with a sofa bed, work desk, wet bar, refrigerator, microwave, and coffeemaker. The Hotel is located 11 miles (within 20-minute drive) from Palm Springs International Airport.

The Hotel has three floors and offers a unique layout with an open courtyard, outdoor pool, lawn size chess or checkers area, and outdoor sitting spaces. Parking facilities include 323 parking spaces.

Embassy Suites by Hilton Palm Desert offers a variety of room options ranging from 550 sq ft to 775 sq ft.

Room Type	Size (sq ft)	Room Count
Executive King Suite	775	5
Executive Queen Suite	775	5
King Suite	550	63
Queen Suite	550	117
Accessible King Rooms only	550	8
Total		198

Property Photos



Meeting and Conference Facilities

The Hotel has a total of seven meeting rooms with a total meeting space of approximately 7,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Salon I	1,662	100
Salon I A	832	50
Salon I B	832	50
Salon II	1,662	100
Salon III	1,662	100
Salon IV	1,662	100
Salon IV A	832	50
Salon IV B	832	50
Boardroom	332	14

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) Sonoma Grille Restaurant, a restaurant which serves California cuisine with a capacity for 237 people, and (ii) Sonoma Grille, with a capacity for 50 people. Guests may enjoy complimentary cooked-to-order breakfast, and appetizers and beverages at the nightly evening reception. The Hotel also offers room service, poolside service and has a gift shop.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, a variety of cardio and weight training equipment, ice machine, and an outdoor heated swimming pool.

Summary of Selected Information

The table below sets out a summary of selected information on Embassy Suites by Hilton Palm Desert.

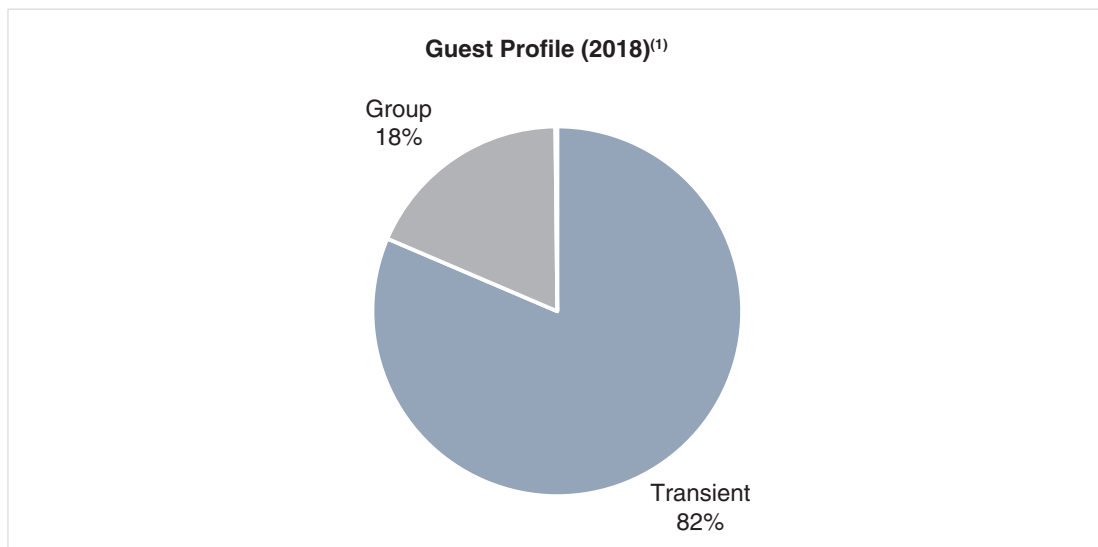
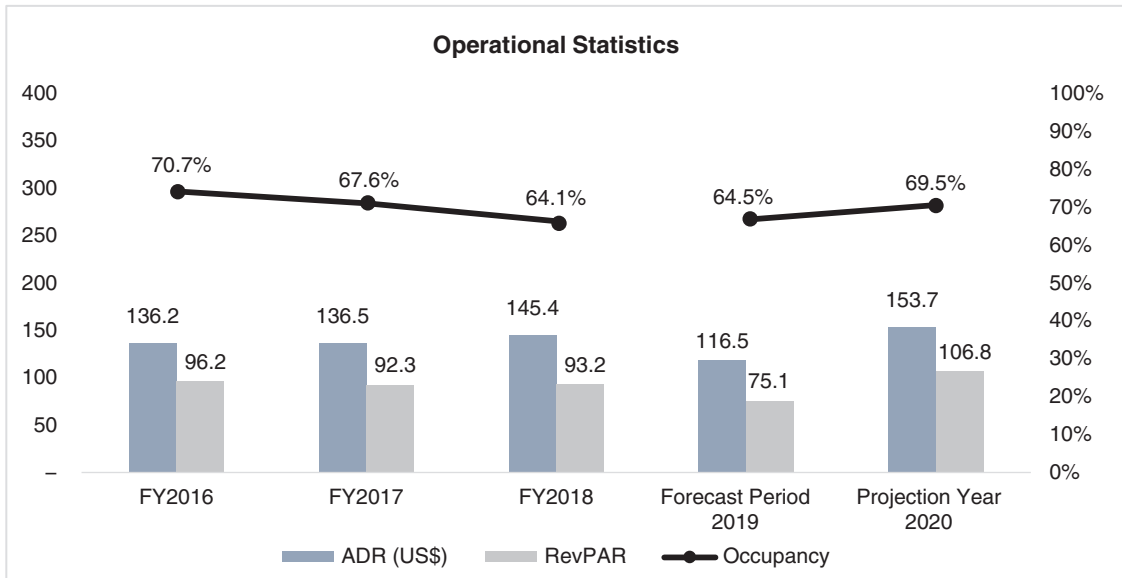
Completion Date	1984
Completion Date of Last Renovation	February 2018
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	HWHI
Approximate GFA (sq m)	16,240
Number of Available Rooms	198
Carpark Lots	323
RevPAR (FY2018) (US\$)	93.2
Adopted Value by Colliers (as at 31 December 2018)	US\$30.4 million
Adopted Value by HVS (as at 31 December 2018)	US\$32.1 million
Adopted Valuation	US\$32.1 million
Purchase Consideration	US\$28.1 million
Master Lessor	Urban Commons Highway 111 A, LLC
Master Lessee	EHT ESPD, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$1.4 million Variable rent: 18.0% of GOR plus 17.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.0 million
Variable Rent for the Projection Year 2020	US\$0.6 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel underwent a renovation programme in late 2013, which was completed in February 2018 at a cost of US\$9.0 million. All guest rooms have been refurbished. Public and outdoor spaces have also been upgraded to enhance the guests' experience. A new manager for the Hotel was appointed by the Sponsor.

Operating Statistics

The following charts show certain information on the operations of Embassy Suites by Hilton Palm Desert, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

THE QUEEN MARY LONG BEACH

1126 Queens Hwy, Long Beach, California 90802

Description

The Queen Mary Long Beach is a landmark Southern California attraction and special event venue surrounding a 347-room hotel and banquet facility aboard the historic British ocean liner. The Queen Mary Long Beach is located in the harbour of downtown Long Beach, California, near Los Angeles. The Property also contains the following sites adjacent to the ocean liner, being the Carnival Cruise Line Terminal, private heliport, and Catalina Cruise Marina offering day tours to the Catalina Islands. The Property both puts on and hosts prominent events, such as annual winter event and a Halloween event that enjoy significant and consistent community support. More recently, following an agreement with Goldenvoice, a large-scale concert promoter, the property has started to host numerous sizeable concerts since 2018. The contract with Goldenvoice is worth a minimum of US\$1.25 million per annum with additional fees payable per event held. The Property is within walking distance to the Aquarium of the Pacific and The Pike Outlets, a shopping and dining destination featuring over 344,000 sq ft of retailers, entertainment options, and restaurants. The Property is also within walking distance to the Parker's Lighthouse and Long Beach Convention Center. The Property is located five miles (within 15-minute drive) from Long Beach Airport, the nearest sizeable airport, and 18 miles (within 35-minute drive) from Los Angeles International Airport.

The Property comprises 12 decks with hotel rooms on the sixth to eighth decks. Parking facilities include 1.3 million sq ft of space adjacent to the ship with 1,600 parking spaces.

The Queen Mary Long Beach offers a variety of room options ranging from 175 sq ft to 930 sq ft.

Room Type	Size (sq ft)	Room Count
Inside Stateroom with 2 Twin Beds	175	22
Inside Stateroom with 1 King Bed	175	18
Standard Room with 1 Full Size Bed	235	43
Deluxe Stateroom with 2 Twin Beds	260	58
Deluxe Stateroom with 1 King Bed	260	65
Harbor View Deluxe King	260	79
Family Stateroom with 2 Queen Beds	350	21
Family Room with King and Twin Bed	400	22
Mini Suite	410	7
Full Suite	930	8
B340 Suite	600	1
ADA Accessible Rooms	250	3
Total		347

Property Photos



Meeting and Conference Facilities

The Queen Mary Long Beach has a total meeting space of approximately 80,000 sq ft. The following table sets out the size and capacity of the meeting and event facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Exhibit Hall (3 floors)	45,000	2,500
D Deck	18,000	500
F Deck	15,000	500
E Deck	12,000	600
Grand Salon	9,000	700
Britannia Salon and Deck	7,500	500
Queens Salon	4,600	360
Royal Salon and King's View	3,436	350
Royal Salon	2,176	250
King's View	1,260	100
Windsor Salon	3,100	280
The Tea Room	2,691	120
Capstan Club & Deck	2,000	180
Mauretania Room	1,900	230

Venue	Size (sq ft)	Capacity⁽¹⁾
Verandah Grill and Deck	1,900	180
Board Room	720	70
Victoria Room	600	50
Regent Room	522	40

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

The Hotel offers three restaurants, including the Promenade Café, the Chelsea Chowder House and Sir Winston's Restaurant. Promenade Café serves breakfast and lunch with a capacity for 191 people. Chelsea Chowder House serves dinner with a capacity for 160 people. Sir Winston's Restaurant is a fine dining restaurant with a capacity for 214 people (including Sir Winston's Lounge). The Hotel has additional food options including the Mid-Ship Market Place and the Grand Salon. Mid-Ship Market Place features quick-serve breakfast and lunch items such as muffins, scones and sandwiches. For the leisure travellers and locals, the Hotel offers an award-winning champagne brunch on Sundays in the Grand Salon on weekends and public holidays. The Hotel has three bars, including the CCH Bar, Sir Winston's Lounge, and the Observation Bar.

Recreational and Other Facilities

The Hotel offers many activities for guests, such as the afternoon Captain's Reception, where the Commodore (Captain) will give a welcome reception for guests and provide an overview/history of The Queen Mary Long Beach. There are also weekend yoga classes, a 24-hour Fitness gym, and spa. The Hotel features numerous retail options, tours, and galleries.

On the adjacent land next to the ship, The Queen Mary Long Beach offers year-round musical concerts, special events and festivals organised by Goldenvoice (founder of the renowned Coachella Music Festival), as well as the annual winter event and the annual Halloween event that enjoy significant and consistent community support. Excluding parking, the revenue from these events and other attractions contributed between 25-30% of The Queen Mary Long Beach's revenue in any given year.

Summary of Selected Information

The table below sets out a summary of selected information on The Queen Mary Long Beach.

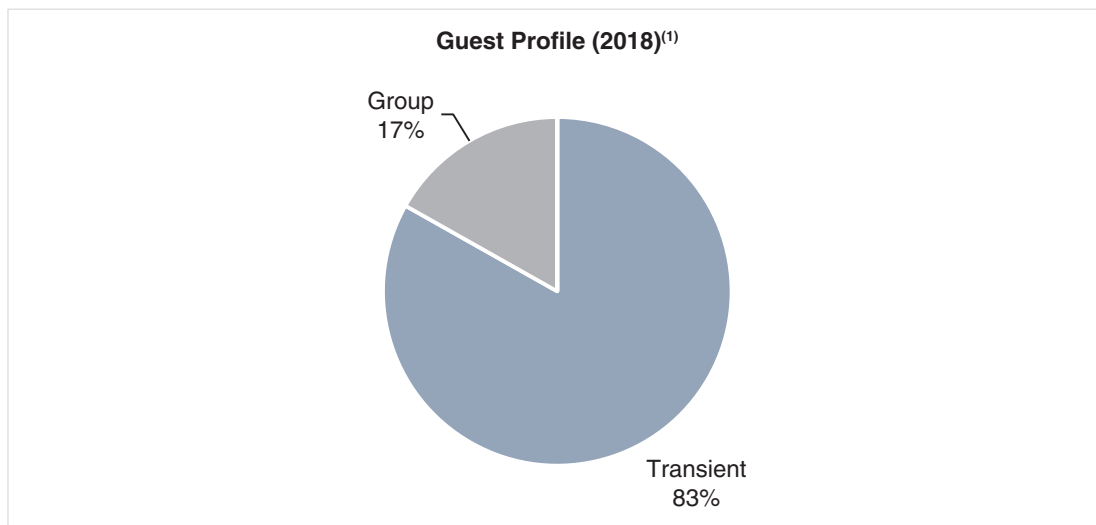
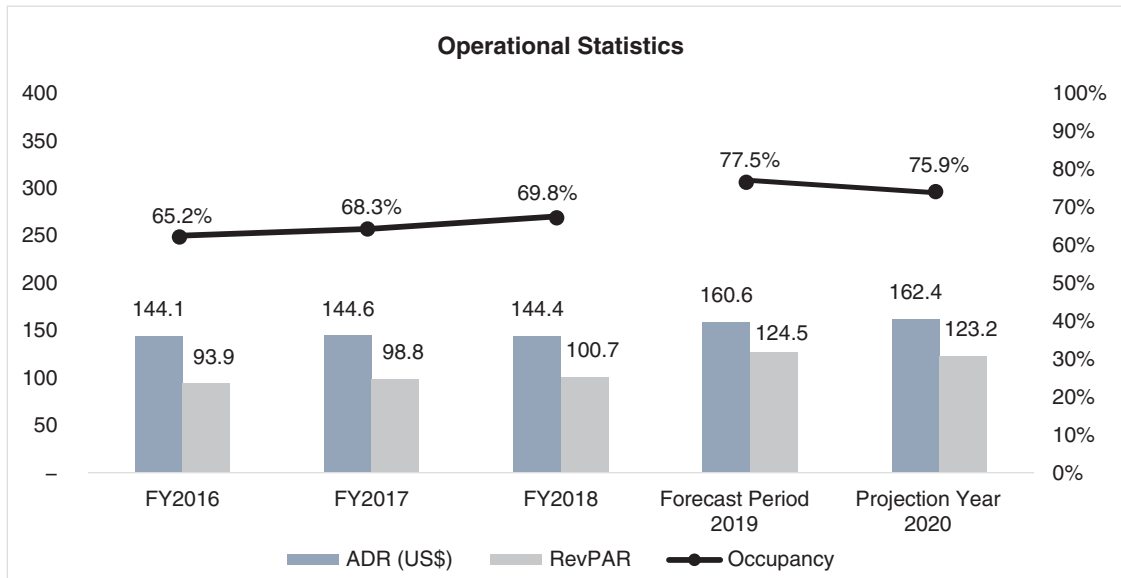
Completion Date	1936
Completion Date of Last Renovation	December 2018
Land tenure	66 years from 1 November 2016
Type of Hotel	Upscale
Brand Franchisor	Independently Operated
Approximate GFA (sq m)	92,900
Number of Available Rooms	347
Carpark Lots	1,600
RevPAR (FY2018) (US\$)	100.7
Adopted Value by Colliers (as at 31 December 2018)	US\$179.7 million
Adopted Value by HVS (as at 31 December 2018)	US\$159.4 million
Adopted Valuation	US\$159.4 million
Purchase Consideration	US\$139.7 million
Master Lessor	Urban Commons Queensway, LLC
Master Lessee	EHT QMLB, LLC
Master Lease Tenure	20+14 years
Master Lease Rental	Fixed rent: US\$10.4 million Variable rent: 8.0% of GOP
Variable Rent for the Forecast Period 2019	US\$1.5 million
Variable Rent for the Projection Year 2020	US\$1.8 million
CIF Reserve	2% of Total Revenue in 2019 and 3% of Total Revenue in 2020 onwards
Hotel Manager	Evolution Hospitality

Asset Management Initiatives

The Sponsor negotiated a revised ground lease with the City of Long Beach (collectively with two other ground leases for adjacent land and water from the City of Long Beach and/or Port of Long Beach, the “**Queen Mary Ground Lease**”) extending the term significantly, and ensured early capital expenditure contributions of US\$23.5 million from the City of Long Beach, to reopen and repurpose unutilised public and revenue-generating spaces, including restaurants and event venues, as well as perform structural works on the ship. The property also benefitted from a revised and more favourable split of parking revenues, to receive 50% of the net income of a parking garage sub-leased to Carnival Cruise Line. The Sponsor also expanded its events revenue stream by securing a contract with Goldenvoice. In addition, Sponsor has begun the planning and entitlement process for a large-scale retail and entertainment centre on the surrounding lands, which once approved could provide EH-REIT with incremental rental income through a sub-lease opportunity to a third-party developer or to the Sponsor.

Operating Statistics

The following charts show certain information on the operations of The Queen Mary Long Beach, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

RENAISSANCE DENVER STAPLETON

3801 Quebec Street, Denver, Colorado 80207

Description

The Renaissance Denver Stapleton features 400 guestrooms and is conveniently located to local attractions such as the Denver Zoo, Denver Museum of Nature and Science, and Dicks Sporting Goods Park (home ground of the Colorado Rapids, a professional soccer team competing in Major League Soccer). The Hotel is located 13 miles (within 20-minute drive) from Denver International Airport. It is one of six venues in Colorado that are IACC (International Association of Conference Centres) certified, which ranks the top 1% of small and medium sized meeting venues in the world for arranging unique events, meetings and conferences.

The atrium-style Hotel comprises 12 stories. An adjacent parking structure includes 500 covered parking spaces.

Renaissance Denver Stapleton offers a variety of room options ranging from 450 sq ft to 1800 sq ft.

Room Type	Size (sq ft)	Room Count
King	450	203
Queen/Queen	450	185
Junior Suite	600	4
Executive Suite	650	4
Hospitality Suite	900	2
Governors Suite	900	1
Presidential Suite	1,800	1
Total		400

Property Photos



Meeting and Conference Facilities

Renaissance Denver Stapleton has up to 26 meeting rooms with a total meeting space of over 29,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Colorado Ballroom	11,700	1,100
Colorado Ballroom C	2,784	250
Colorado Ballroom B	2,496	200
Colorado Ballroom D	2,436	200
Colorado Ballroom A	2,184	200
Telluride	2,700	200
Telluride A	1,710	100
Telluride B	990	69
Aspen	2,010	150
Vail	1,400	100
Big Thompson	1,170	100
Platte River	1,014	80
Clear Creek	850	80
Durango	720	60
Steamboat	720	60
Cherry Creek	630	50
Bennett Peak	540	50
Blanca Peak	540	50
Grays Peak	540	50
Longs Peak	540	50
Maroon Peak	540	50
Pike's Peak	540	50
Boulder Creek	532	50
Breckenridge	520	40
Snowmass	520	40
Winterpark	520	40
Capitol Peak	416	20
Kingston Peak	416	20

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

The Hotel offers a three-meal restaurant, Fifty300, with a capacity for 214 people, and a bar at the lobby, Elevate Lounge, with a capacity for 65 people. The Hotel also has a Starbucks cafe. The Hotel offers guests 24-hour room service and a gift shop at the lobby.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, a variety of cardio and weight training equipment in a 24-hour fitness centre, and an indoor and outdoor swimming pool and hot tub.

Summary of Selected Information

The table below sets out a summary of selected information on Renaissance Denver.

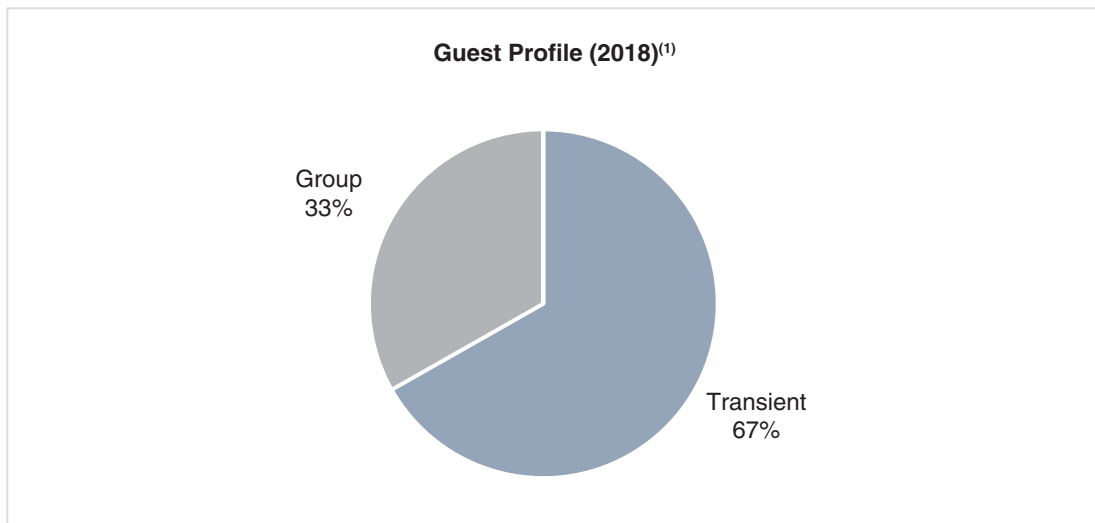
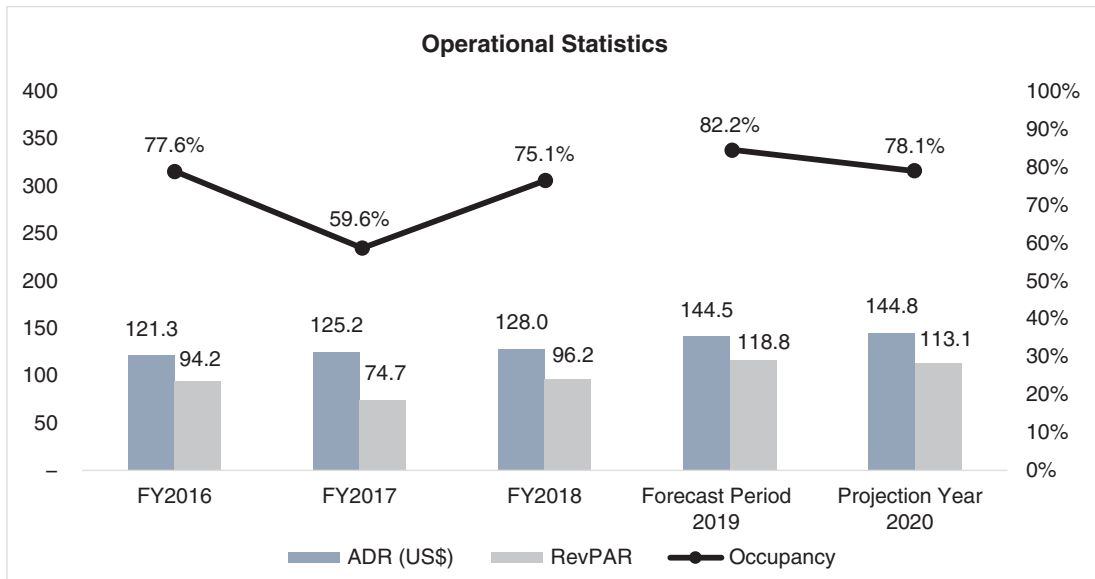
Completion Date	1985
Completion Date of Last Renovation	September 2018
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	Marriott
Approximate GFA (sq m)	35,685
Number of Available Rooms	400
Carpark Lots	500
RevPAR (FY2018) (US\$)	96.2
Adopted Value by Colliers (as at 31 December 2018)	US\$81.8 million
Adopted Value by HVS (as at 31 December 2018)	US\$88.2 million
Adopted Valuation	US\$88.2 million
Purchase Consideration	US\$77.3 million
Master Lessor	UCRDH, LLC
Master Lessee	EHT RDH, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$3.9 million Variable rent: 17.0% of GOR plus 24.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.7 million
Variable Rent for the Projection Year 2020	US\$2.2 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel underwent a US\$16.8 million refurbishment programme between May 2017 and September 2018. All guestrooms, meeting space, the hotel lobby and restaurants were fully renovated enabling the Hotel to secure a new airline contract. Also, a new manager for the Hotel was appointed by the Sponsor.

Operating Statistics

The following charts show certain information on the operations of Renaissance Denver, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

HOLIDAY INN DENVER EAST – STAPLETON

3333 Quebec Street, Denver, Colorado 80207

Description

The Holiday Inn Denver East – Stapleton features 298 rooms and is conveniently located to local attractions such as the Denver Zoo, Denver Museum of Nature and Science, and Dicks Sporting Goods Park (home ground of the Colorado Rapids, a professional soccer team competing in Major League Soccer). The Hotel is located 13 miles (within 20-minute drive) from Denver International Airport.

The atrium-style Hotel comprises of 11 stories. It has an underground parking garage with 150 spaces accessible to hotel guests.

Holiday Inn Denver East – Stapleton offers two room options:

Room Type	Size (sq ft)	Room Count
King	350	219
Queen/Queen	350	79
Total		298

Property Photos



Meeting and Conference Facilities

Holiday Inn Denver East – Stapleton has up to 18 meeting rooms with a total meeting space of approximately 13,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Denver Ballroom	3,240	400
Denver 1	1,080	120
Denver 2	1,080	120
Denver 3	1,080	120
Atrium Boardrooms	3,120	210
605	520	35
705	520	35
805	520	35
905	520	35
1005	520	35
1105	520	35
Boulder Ballroom	2,800	300
Boulder 1	1,720	150
Boulder 2	1,080	100
Fort Collins	675	60
Cherry Creek	648	40
Aspen	520	35
Keystone	520	35
Vail	520	35
Winterpark	520	35
Golden	500	40

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

The Hotel offers a three-meal full service casual restaurant, Burgers and Crafts, with a capacity for 134 people. The Hotel also offers room service and a lobby gift shop.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, a variety of cardio and weight training equipment in a 24-hour fitness centre, and a heated outdoor swimming pool and hot tub.

Summary of Selected Information

The table below sets out a summary of selected information on Holiday Inn Denver East – Stapleton.

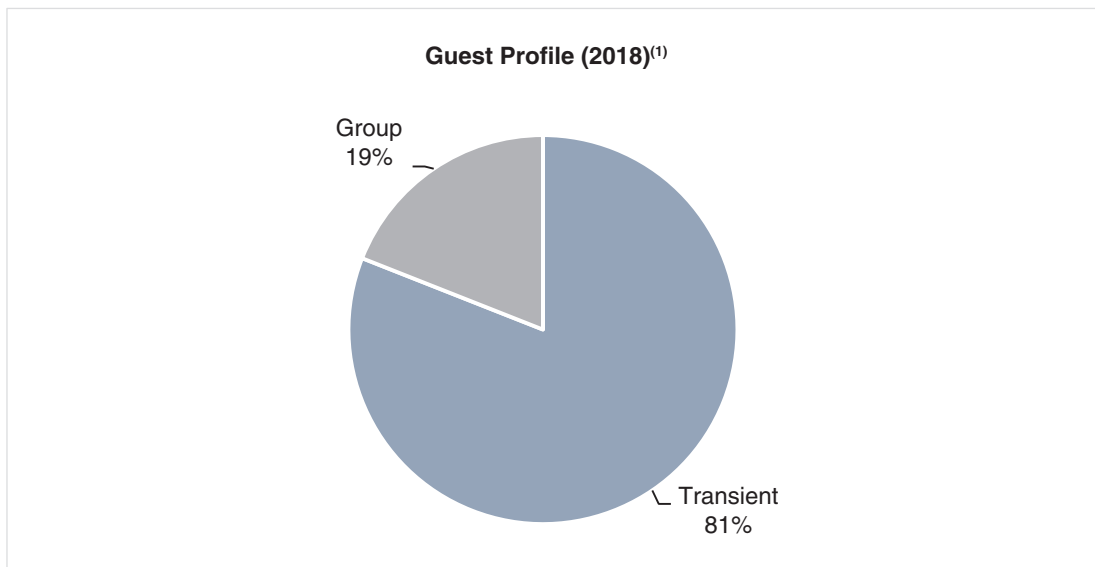
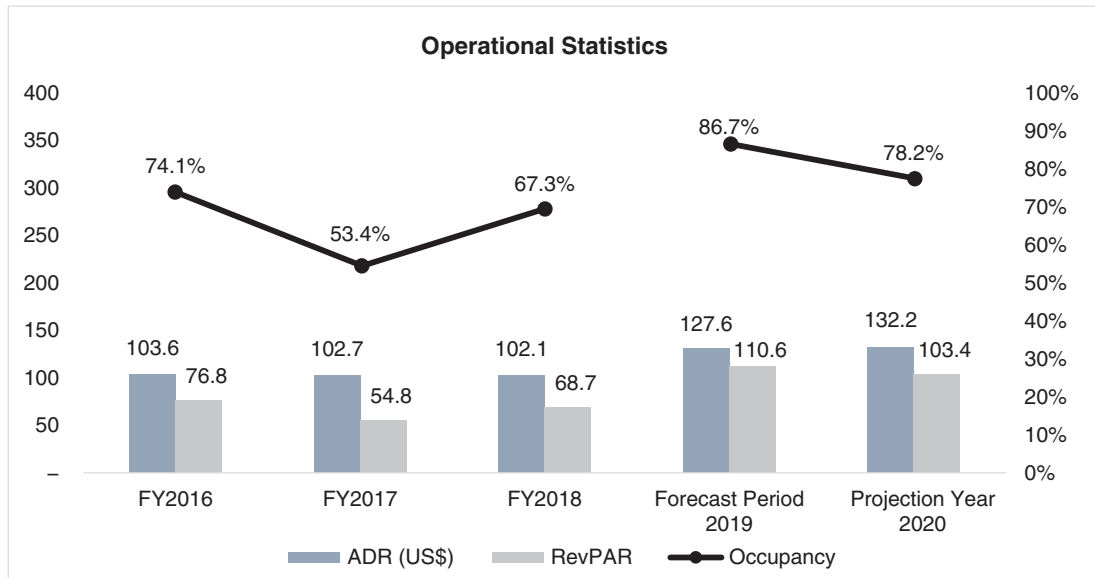
Completion Date	1973
Completion Date of Last Renovation	September 2018
Land Tenure	Freehold
Type of Hotel	Upper Midscale
Brand Franchisor	IHG
Approximate GFA (sq m)	19,350
Number of Available Rooms	298
Carpark Lots	150
RevPAR (FY2018) (US\$)	68.7
Adopted Value by Colliers (as at 31 December 2018)	US\$44.3 million
Adopted Value by HVS (as at 31 December 2018)	US\$50.6 million
Adopted Valuation	US\$50.6 million
Purchase Consideration	US\$44.4 million
Master Lessor	UCHIDH, LLC
Master Lessee	EHT HIDH, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$2.3 million Variable rent: 20.0% of GOR plus 22.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.0 million
Variable Rent for the Projection Year 2020	US\$1.2 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel underwent a US\$10.9 million renovation programme from May 2017 to September 2018. All rooms, meeting space, the hotel lobby and restaurants were fully-renovated. Leveraging on the enhancements, the Hotel was able to secure new airline contracts. Also, a new manager for the Hotel was appointed by the Sponsor.

Operating Statistics

The following charts show certain information on the operations of Holiday Inn Denver East – Stapleton, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

SHERATON DENVER TECH CENTER

7007 South Clinton Street, Greenwood Village, Colorado 80112

Description

Sheraton Denver Tech Center has 263 rooms, and is close to the Denver Technological Center, a technology-focused business and economic hub. Other regional attractions include Downtown Denver, and outdoor activities at the Pikes Peak mountain area. The Hotel is located 22 miles (within 30-minute drive) from Denver International Airport.

The Hotel comprises 10 stories. Parking facilities include 292 parking spaces.

Sheraton Denver Tech Center offers a variety of room options ranging from 300 sq ft to 600 sq ft.

Room Type	Size (sq ft)	Room Count
Kings	300	165
Double – Double	300	95
Suites	600	3
Total		263

Property Photos



Meeting and Conference Facilities

Sheraton Denver Tech Center has 13 meeting rooms with a total meeting space of approximately 14,350 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (SF)	Capacity⁽¹⁾
Ballroom	5,040	600
Harvard	1,620	200
Princeton	1,620	200
Oxford	870	60
Yale	870	60
Bierstadt	750	45
Columbia	750	45
Elbert	500	40
Evans 1	500	40
Evans 2	500	40
Lincoln	500	40
Pike's Peak Boardroom	450	12
Snowmass Boardroom	380	10

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on. Boardroom capacities are based on conference room setting.

F&B Facilities

Dining options at the Hotel include (i) Redfire Restaurant, a full-service three meal restaurant featuring a wide variety of entrees, with a capacity for 70 people, and (ii) Redfire Bar, with a capacity for 44 people. Also available for guests is Link Café, a snack shop with a variety of options including Starbucks coffee and others.

Recreational and Other Facilities

The Hotel consists of one tower containing rooms, meeting space, and all of the Hotel's amenities. The ground floor comprises of the hotel lobby, business centre, meeting space, restaurant, kitchen, lounge/bar, outdoor heated pool and lounge deck area, exercise room, executive offices and ample back-of-house space.

Summary of Selected Information

The table below sets out a summary of selected information on Sheraton Denver Tech Center.

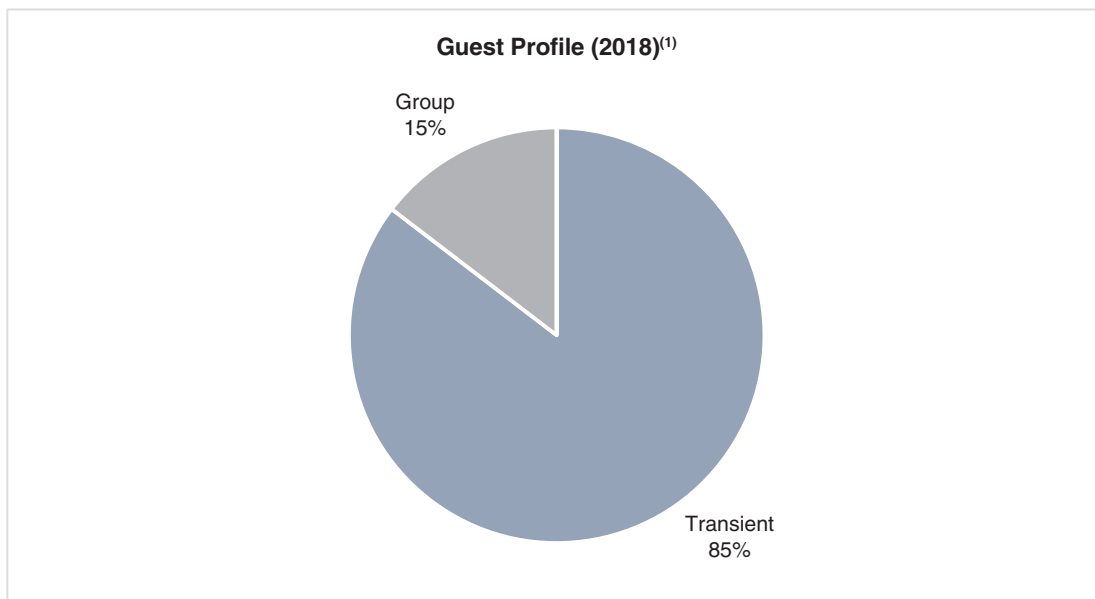
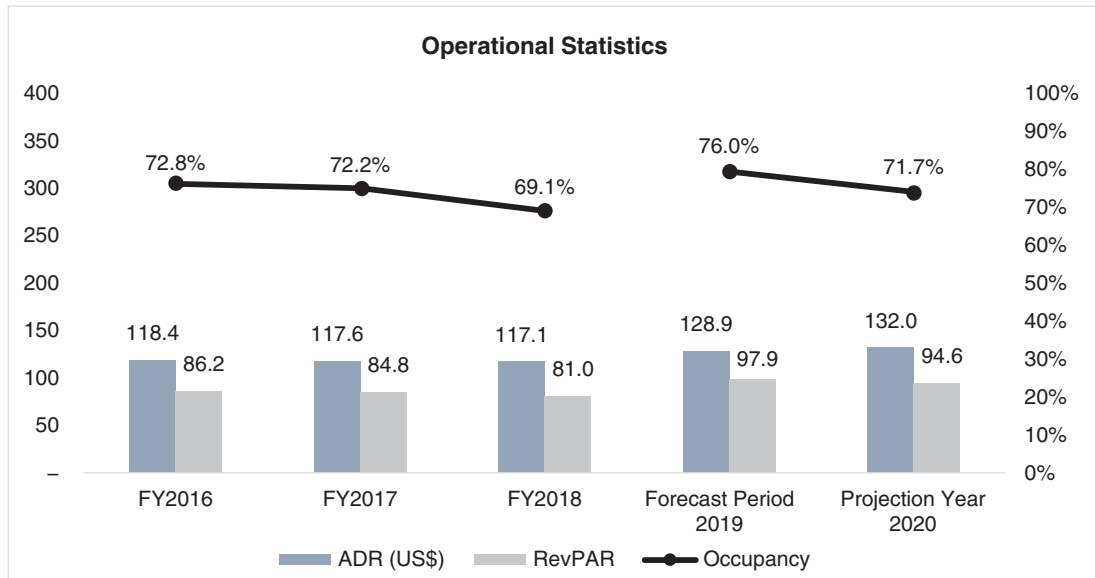
Completion Date	1985
Completion Date of Last Renovation	December 2013
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	Marriott
Approximate GFA (sq m)	15,360
Number of Available Rooms	263
Carpark Lots	292
RevPAR (FY2018) (US\$)	81.0
Adopted Value by Colliers (as at 31 December 2018)	US\$31.3 million
Adopted Value by HVS (as at 31 December 2018)	US\$31.7 million
Adopted Valuation	US\$31.7 million
Purchase Consideration	US\$27.8 million
Master Lessor	Sky Harbor Denver Tech Center LLC
Master Lessee	EHT SDTC, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$1.8 million Variable rent: 16.0% of GOR plus 18.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.6 million
Variable Rent for the Projection Year 2020	US\$0.8 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

A US\$3.6 million renovation to upgrade the rooms, lobby, reception, meeting spaces, Café Grab and Go and the bar were completed in December 2013. Additionally in 2018, stronger sales and executive teams were put in place, and they continue to execute their sales strategy of ramping up the group business, in the rooms and catering segments. Starting in 2019 to 2021, the Property is expected to undergo a US\$2.5 million update to the room furnishings along with renovations to the lobby and bar.

Operating Statistics

The following charts show certain information on the operations of Sheraton Denver Tech Center, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

HOLIDAY INN RESORT ORLANDO SUITES – WATERPARK

14500 Continental Gateway Drive, Orlando, Florida 32821

Description

The Holiday Inn Resort Orlando Suites – Waterpark, formerly the Nickelodeon Suites Resort, is within a 10-minute drive from the entrance of the Walt Disney World Resort’s Magic Kingdom and central to the other Disney theme parks, and is proximate to several of Disney Springs shopping, dining and entertainment destinations. It is within five to 10 miles from major Orlando attractions such as Universal Orlando and SeaWorld Orlando and multiple shopping and dining options. The Hotel offers 777 suite accommodations, each having a living area, private bedroom with a single queen or king bedroom and majority of the rooms have an open alcove that offers a kid-friendly area with a bunk bed (double on bottom, twin on top). The Hotel is located 14 miles (within 20-minute drive) from Orlando International Airport.

Holiday Inn Resort Orlando Suites – Waterpark has 14 guest room buildings – five buildings are six floors each, five buildings are five stories each, and four buildings are four stories each. There are two other buildings that respectively house the lobby and Marketplace; which has most of the resort’s food and beverage outlets, and entertainment venues. The entertainment venues include a 3,000 sq ft arcade, 4D Theatre, laser challenge attraction and the Celebration Theatre. The Hotel has parking facilities for 850 vehicles.

Holiday Inn Resort Orlando Suites – Waterpark offers a variety of room options ranging from 475 sq ft to 950 sq ft.

Room Type	Size (sq ft)	Room Count
King Suite	475	47
Family Suite with Bunk Bed	485	700
Two Bedroom Suite with Bunk Bed	950	30
Total		777

Property Photos



Meeting and Conference Facilities

Holiday Inn Resort Orlando Suites – Waterpark has one meeting room with meeting space of 3,927 sq ft. In addition, the Hotel also has the Celebration Theatre that can be used as additional space for functions. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Buena Vista Room	3,927	250
Celebration Theatre	2,223	180

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) Lakeside Café, a two-meal buffet style restaurant with a capacity for 261 people, (ii) Lagoon Bar and Grill, a three-meal American restaurant with free-seating around the Lagoon pool, and (iii) a food court with options such as Subway, Cravings (which serves coffee, pastries & beverages), Antonio’s Pizza, Hershey’s Ice Cream Shoppe, and the Hideaway Lounge. The Hotel also offers room service (breakfast and dinner only) and a convenience store.

Recreational and Other Facilities

On-site recreational activities and amenities include the Lagoon Waterpark, offering seven slides and a splash zone, family pool areas, a fitness centre and 24-hour business centre.

Summary of Selected Information

The table below sets out a summary of selected information on Holiday Inn Resort Orlando Suites – Waterpark.

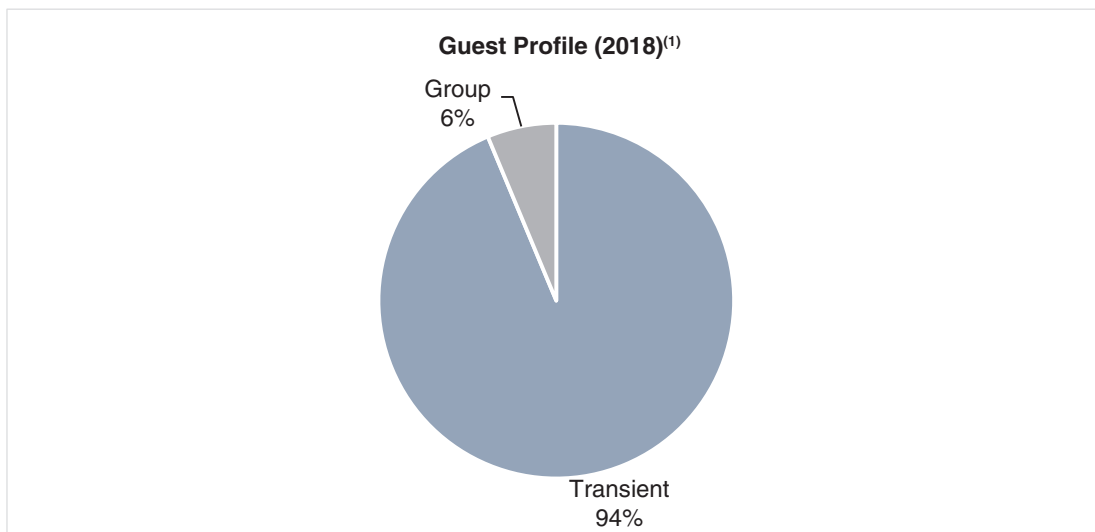
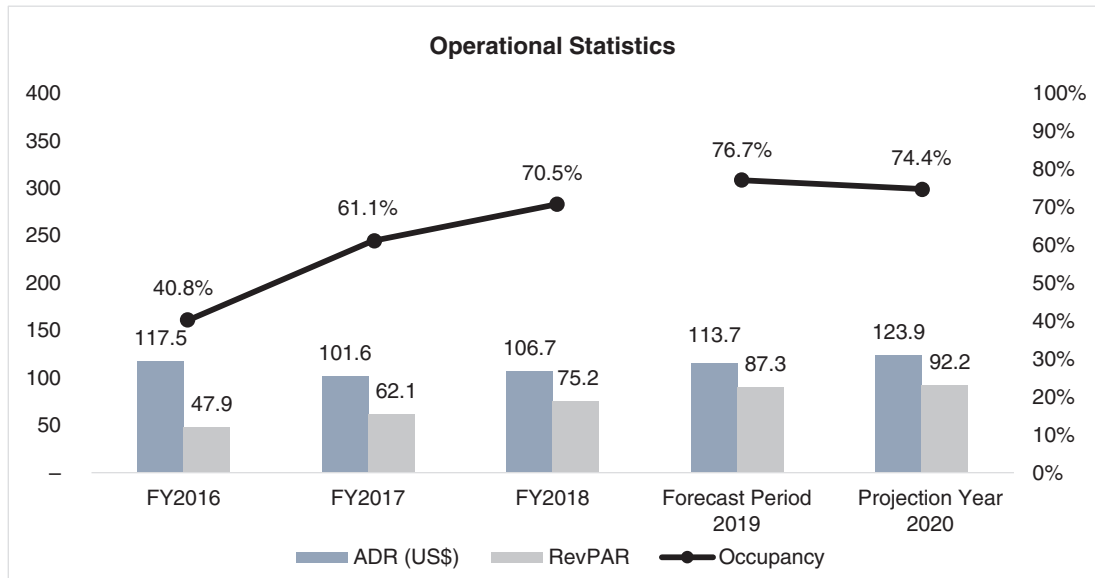
Completion Date	1999
Completion Date of Last Renovation	August 2018
Land Tenure	Freehold
Type of Hotel	Upper Midscale
Brand Franchisor	IHG
Approximate GFA (sq m)	55,730
Number of Available Rooms	777
Carpark Lots	850
RevPAR (FY2018) (US\$)	75.2
Adopted Value by Colliers (as at 31 December 2018)	US\$170.7 million
Adopted Value by HVS (as at 31 December 2018)	US\$162.8 million
Adopted Valuation	US\$162.8 million
Purchase Consideration	US\$142.7 million
Master Lessor	UCCONT1, LLC
Master Lessee	EHT HIOR, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$7.5 million Variable rent: 19.0% of GOR plus 22.0% of GOP minus fixed rent
Variable Rent for the Forecast Period 2019	US\$3.4 million
Variable Rent for the Projection Year 2020	US\$5.0 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

The Hotel has completed a US\$27.5 million full-scale renovation in August 2018. The renovation which began in early 2015 successfully converted the Hotel from a Nickelodeon-branded hotel to a Holiday Inn brand franchise. The rebranding has broadened the Hotel's customer base from having predominantly family and leisure segments previously, to group, tour and business travel segments. As a result, the impact of seasonality on the Hotel's business has been reduced. Also, a new manager for the Hotel was appointed by the Sponsor.

Operating Statistics

The following charts show certain information on the operations of Holiday Inn Resort Orlando Suites – Waterpark, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests)

CROWNE PLAZA DALLAS NEAR GALLERIA-ADDISON

14315 Midway Road, Addison, Texas 75001

Description

Crowne Plaza Dallas Near Galleria-Addison, is a 428-room hotel located only 12 miles from Downtown Dallas. The Property is located two miles (within five-minute drive) from Addison Airport, the nearest sizeable airport, and 12 miles (within 20-minute drive) from Dallas Fort-Worth International Airport.

The Hotel comprises four stories, as well as a parking facility with 630 parking lots.

Crowne Plaza Dallas Near Galleria-Addison offers a variety of room options ranging from 294 to 615 sq ft.

Room Type	Size (sq ft)	Room Count
2 Double Beds	294	241
1 King Bed	294	103
1 King Bed Suite	550	16
1 King Bed Club Level	294	39
2 Double Beds Club Level	294	9
1 King Accessible Club Level	294	1
2 Double Beds Accessible	294	6
1 King Bed Accessible	294	2
1 King Bed Accessible Roll-In	294	1
1 King Bed Accessible Suite	550	1
1 King Bed Accessible Suite Roll-In	550	1
Deluxe Hospitality Suite	294	2
1 King Bed Deluxe Suite Connector	294	2
2 Double Beds Deluxe Suite Connector	294	1
Presidential Suite with King Bed	615	2
2 Double Beds Pres Suite Connector	294	1
Total		428

Property Photos



Meeting and Conference Facilities

Crowne Plaza Dallas Near Galleria-Addison has 11 meeting rooms with a total meeting space of approximately 20,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Trinity Ballroom	7,680	840
Mesquite	3,250	250
Oak Ballroom	2,580	250
Addison Lecture Hall	1,764	100
Chinaberry	1,568	150
Palm	1,044	100
Willow	975	80
Dogwood	667	60
Pecan	624	60
Director's Room	312	12
Boardroom	312	12

Note:

(1) Based on a theatre setting if applicable. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) a three-meal restaurant, McArthur's Restaurant, with a capacity for 224 people, and (ii) a hotel bar, Atrium Lounge, with a capacity for 75 people, which is open in the afternoons and evenings. The Hotel also provides room service and has a convenience store.

Recreational and Other Facilities

The Hotel offers 24-hour business centre, a club lounge area for IHG Rewards Club members, a variety of cardio and weight training equipment at the two well-equipped fitness centres, and an outdoor swimming pool and hot tub.

Summary of Selected Information

The table below sets out a summary of selected information on Crowne Plaza Dallas Near Galleria-Addison.

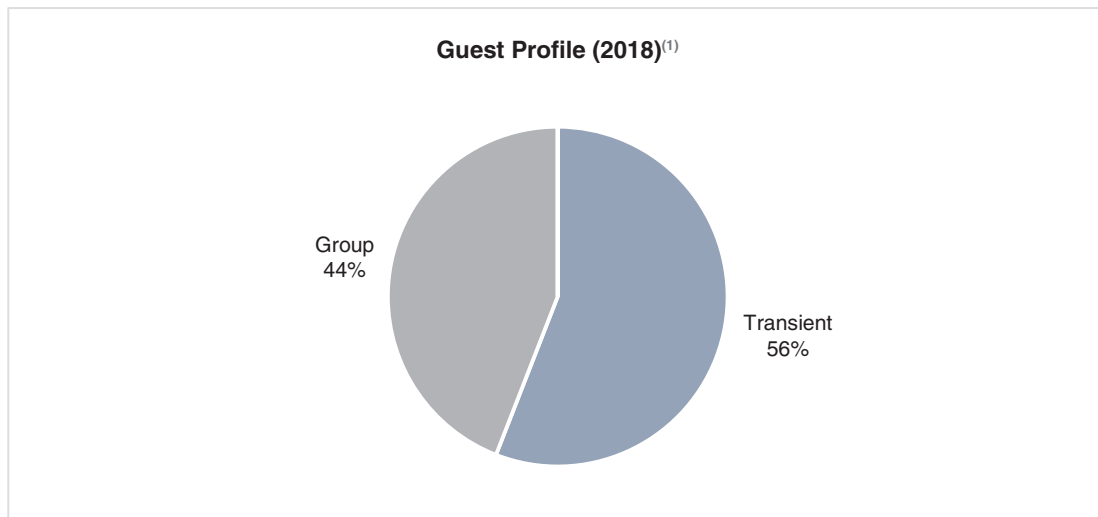
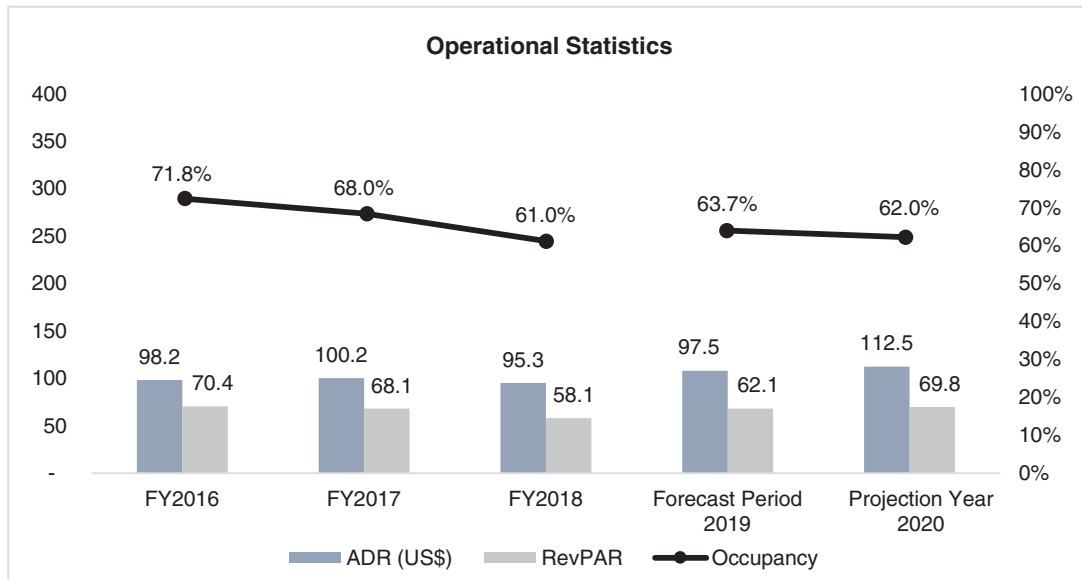
Completion Date	1984
Completion Date of Last Renovation	March 2019
Land Tenure	Freehold
Type of Hotel	Upscale
Brand Franchisor	IHG
Approximate GFA (sq m)	31,080
Number of Available Rooms	428
Carpark Lots	630
RevPAR (FY2018) (US\$)	58.1
Adopted Value by Colliers (as at 31 December 2018)	US\$56.7 million
Adopted Value by HVS (as at 31 December 2018)	US\$57.8 million
Adopted Valuation	US\$57.8 million
Purchase Consideration	US\$50.7 million
Master Lessor	14315 Midway Road Addison LLC
Master Lessee	EHT CPDGA, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$2.5 million Variable rent: 18.0% of GOR plus 20.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.6 million
Variable Rent for the Projection Year 2020	US\$1.4 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

Out of the Hotel's 428 rooms, 300 rooms have been updated, together with renovations to the meeting space and lobby market and upgrades to the building systems. In 2021 and 2022, the updates of the remaining rooms will continue in accordance to the new Work Life Room System by IHG, as well as the renovations to the restaurant and bar. This will increase the Hotel's competitiveness against the current competitor set.

Operating Statistics

The following charts show certain information on the operations of Crowne Plaza Dallas Near Galleria-Addison, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

HILTON HOUSTON GALLERIA AREA

6780 Southwest Fwy, Houston, Texas 77074

Description

Hilton Houston Galleria Area has 292 rooms and is located near the heart of Downtown Houston. The Hotel is proximate to business hubs such as Downtown Houston, Westchase, the Galleria area and Sugarland, allowing for strong corporate demand all year-round. The Hotel is also in the immediate vicinity of the “New-Chinatown” in Houston, a cultural centre filled with restaurants and entertainment activities. The Hotel is located 22 miles (within 30-minute drive) from George Bush Intercontinental Airport.

The Hotel comprises 13 stories. Parking facilities include 413 parking spaces.

Hilton Houston Galleria Area offers a variety of room options ranging from 341 sq ft to 728 sq ft.

Room Type	Size (SF)	Room Count
King Room	364	119
Two Queen Beds	351	45
King Executive Level	728	12
Two Double Beds	351	85
Two Double Executive Level	351	7
Presidential Parlor	341	1
Presidential King	364	1
King Junior Suite	728	11
Queen Accessible	351	1
Double Accessible	351	1
King Accessible	364	3
King Junior Suite Accessible	728	1
Double Accessible Roll In Shower	357	2
King Bed Handicap Accessible	364	2
Two Double Executive Level	351	1
Total		292

Property Photos



Meeting and Conference Facilities

The Hilton Houston Galleria Area has up to 13 meeting rooms with a total meeting space of approximately 12,000 sq ft. The following table sets out the size and capacity of the meeting and conference facility in the Hotel.

Venue	Size	Capacity ⁽¹⁾
Southwest Grand Ballroom	4,032	400
Salon A	1,008	100
Salon B	1,008	100
Salon C	1,008	100
Salon D	1,008	100
Regency Ballroom	2,400	200
Monterrey	1,248	100
Rio Grande	1,248	100
Acapulco	624	40
Tampico	624	40
San Miguel	540	50
Boardroom	520	12
Cozumel	460	50
Mazatlan	416	12

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include a three-meal restaurant and bar; Veranda Restaurant with a capacity for 97 people, and Veranda Bar with a capacity for 46 people. The Hotel also provides room service.

Recreational and Other Facilities

The Hilton Houston Galleria Area offers a wide range of recreational and business facilities, including an outdoor swimming pool, a 24-hour fitness centre, complimentary shuttle service within a three-mile radius, and a market for sundries adjacent to the front desk. Hilton Honors guests can always enjoy a quiet space with light refreshments any time of the day at the Hilton Honors Lounge.

Summary of Selected Information

The table below sets out a summary of selected information on Hilton Houston Galleria Area.

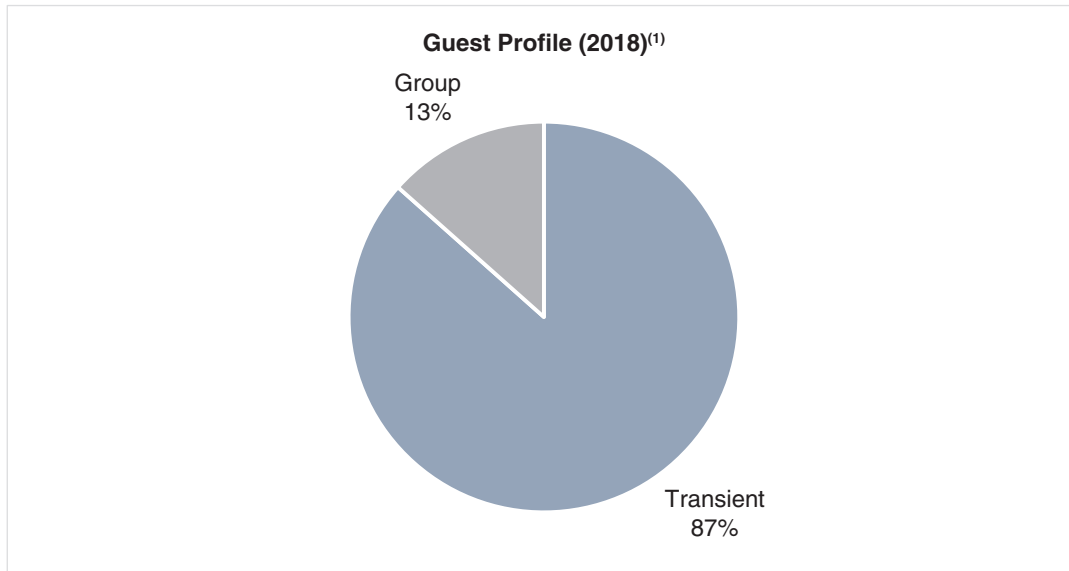
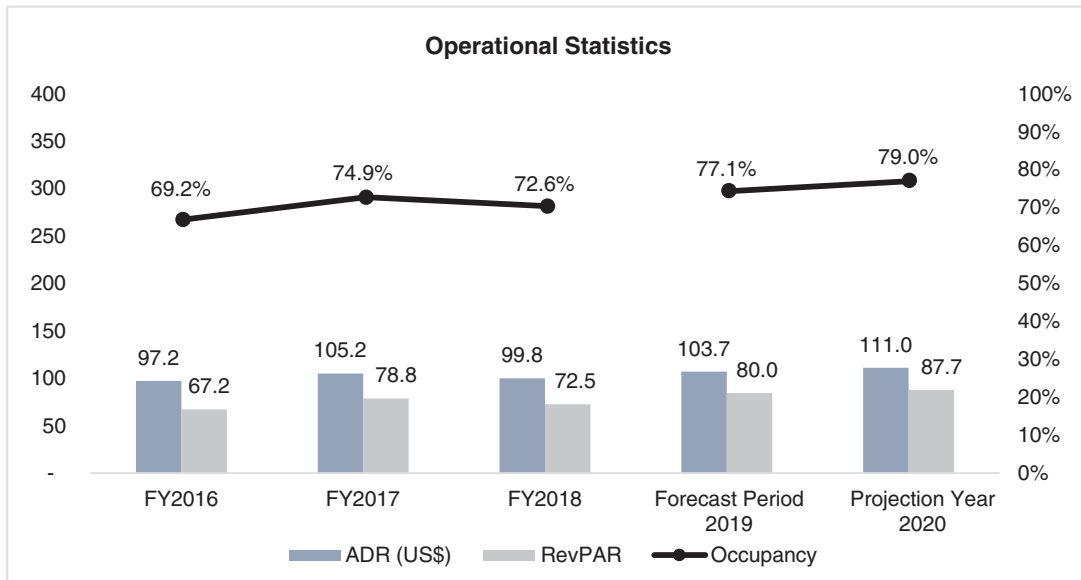
Completion Date	1978
Completion Date of Last Renovation	Expected May 2019
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	HWHI
Approximate GFA (sq m)	18,760
Number of Available Rooms	292
Carpark Lots	413
RevPAR (FY2017) (US\$)	72.5
Adopted Value by Colliers (as at 31 December 2018)	US\$47.6 million
Adopted Value by HVS (as at 31 December 2018)	US\$48.6 million
Adopted Valuation	US\$48.6 million
Purchase Consideration	US\$42.6 million
Master Lessor	6780, Southwest Fwy, Houston, LLC
Master Lessee	EHT HHG, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$2.2 million Variable rent: 22.0% of GOR plus 20.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.6 million
Variable Rent for the Projection Year 2020	US\$1.2 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

Between 2015 and 2016, the Hotel underwent building system upgrades, rooms soft goods replacement and renovation to the restaurant. Presently, the Hotel is undergoing a US\$1.5 million renovation to rebrand the Property to a Doubletree by Hilton hotel expected to be complete in December 2019. The top two floors will be assigned as Executive Levels, creating better business guest experience. The new meeting space will attract more demand from local business associations, weddings, and social, military, education, religious and fraternal meetings. The conversion is also expected to improve the operating margins of the Hotel as operating costs are more streamlined under the new brand requirements.

Operating Statistics

The following charts show certain information on the operations of Hilton Houston Galleria Area, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

RENAISSANCE WOODBRIDGE

515 Route 1 South, Iselin, New Jersey 08830

Description

Renaissance Woodbridge Hotel is a 312-room hotel located in Iselin, New Jersey. The hotel is conveniently located near popular attractions such as the New Jersey Convention and Exposition Center, Menlo Park Mall and PNC Bank Arts Center. The Hotel is also close to the campus of Rutgers University, the largest institution of higher education in the State of New Jersey with a total enrolment of over 65,000 students. Two large-scale malls, Menlo Park and Woodbridge Center, are also popular destinations which generate demand for New York shoppers given the absence of sales tax on clothing in New Jersey. The Hotel is located 12 miles (within 20-minute drive) from Newark Liberty International Airport.

The Hotel comprises seven stories. Parking facilities include 793 surface parking spaces.

Renaissance Woodbridge offers a variety of room options ranging from 321 sq ft to 726 sq ft.

Room Type	Size (sq ft)	Room Count
King Room	321	142
Queen/Queen Room	321	128
Junior Suite	541	34
Executive Suite	726	8
Total		312

Property Photos



Meeting and Conference Facilities

Renaissance Woodbridge has 8 meeting rooms with a total meeting space of 19,030 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Diamond	6,800	801
Crystal	4,635	662
Gold	2,100	242
Sapphire	1,800	98
Ruby	1,650	103
Silver	920	78
Platinum	735	49
Garnet	390	24

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) a restaurant, 9 City, which serves lunch and dinner with a capacity for 75 people, and (ii) a three-meal bar & lounge, Olio Lounge, with a capacity for 60 people. The Hotel also provides room service and has a convenience store.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, concierge lounge, a variety of cardio and weight training equipment at the well-equipped fitness centre, an indoor swimming pool and an outdoor heated swimming pool.

Summary of Selected Information

The table below sets out a summary of selected information on Renaissance Woodbridge.

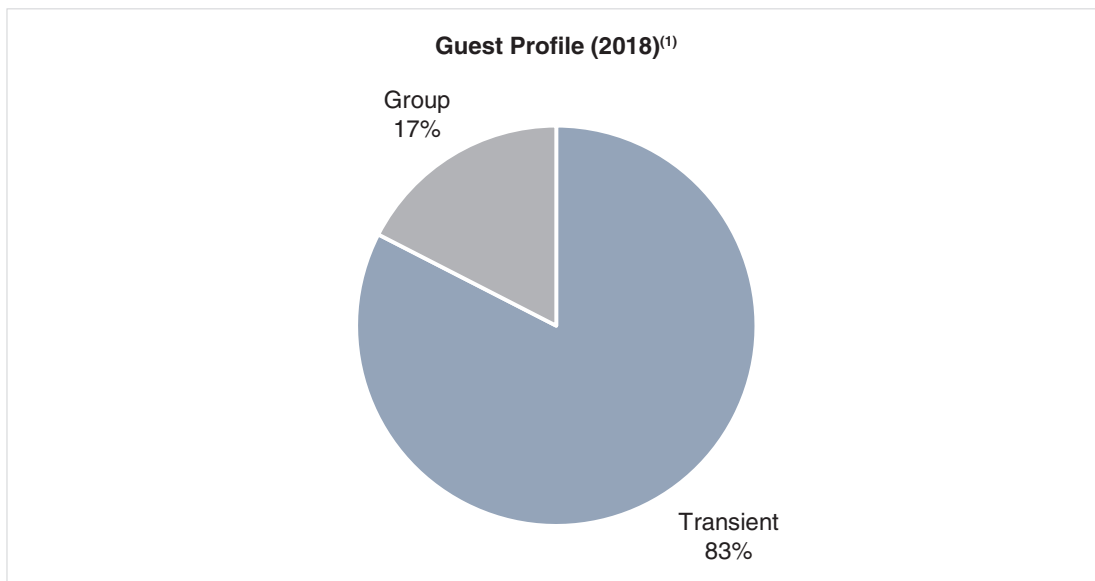
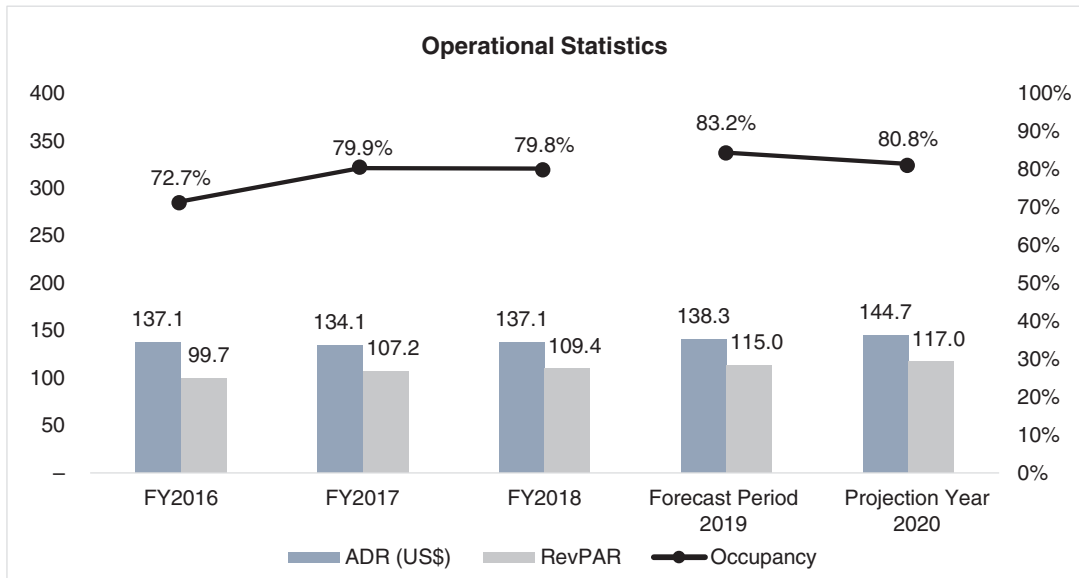
Completion Date	1986
Completion Date of Last Renovation	Expected May 2019
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	Marriott
Approximate GFA (sq m)	22,575
Number of Available Rooms	312
Carpark Lots	793
RevPAR (FY2018) (US\$)	109.4
Adopted Value by Colliers (as at 31 December 2018)	US\$70.0 million
Adopted Value by HVS (as at 31 December 2018)	US\$76.6 million
Adopted Valuation	US\$76.6 million
Purchase Consideration	US\$67.1 million
Master Lessor	44 Inn America Woodbridge Associates, L.L.C
Master Lessee	EHT RWH, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$3.4 million Variable rent: 19.0% of GOR plus 19.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.1 million
Variable Rent for the Projection Year 2020	US\$1.7 million
CIF Reserve	5.0% of Total Revenue

Asset Management Initiatives

The Hotel underwent a brand conversion to Renaissance in 2013 and is currently undergoing a renovation in all rooms and public spaces. The Hotel will be re-branded as Delta by Marriott once the renovation has finished, which is expected in May 2019. The rebranding is expected to improve the Hotel's margins as operating costs are more streamlined, and attract more group business as a brand new product in the market.

Operating Statistics

The following charts show certain information on the operations of Renaissance Woodbridge, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

CROWNE PLAZA DANBURY

18 Old Ridgebury Road, Danbury, Connecticut 06810

Description

The Crowne Plaza Danbury is a 242-room hotel located in Western Connecticut on the border between New York and Connecticut. The Hotel is a short distance to abundant shopping, dining and entertainment options that include the Ives Concert Park, The Ridgefield Playhouse and several sporting arenas. The Hotel is located 25 miles (within 40-minute drive) from Westchester County Airport, the nearest sizeable airport.

The 10-storey Hotel has parking facilities that can accommodate 420 cars. An indoor pool is located in a separate-but-connected building

The Crowne Plaza Danbury offers seven room types.

Room Type	Size (sq ft)	Room Count
Standard King	320	67
Executive King	320	41
Standard Double	320	107
Executive Double	320	14
Handicap King	320	7
Handicap Double	320	4
Parlor	640	2
Total		242

Property Photos



Meeting and Conference Facilities

The Crowne Plaza Danbury has up to 19 meeting rooms with a total meeting space of approximately 21,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Amethyst	3,171	270
Amethyst 1	2,199	180
Amethyst 2	972	90
Sapphire	2,122	200
Crowne Assembly	2,106	150
Mezzanine	1,716	80
Jade	1,563	150
Diamond A	1,364	148
Emerald C	1,364	148
Pearl D	1,364	148
Ruby B	1,364	148
Topaz	1,010	112
Topaz 1	505	56
Topaz 2	505	56
Peridot	676	75
Turquoise	511	30
Onyx	455	30
Opal	455	30
Sales Board Room	455	10
Coral	230	20
Sunstone	230	20

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) The Ridgebury Café, a breakfast café which serves American fare with a capacity for 86 people, and (ii) Hat City Tavern, a casual restaurant which serves American fare food and is open in the late afternoon and evenings, with a capacity for 69 people. The Hotel also provides room service and has a convenience store.

Recreational and Other Facilities

The Property offers a 24-hour business centre, a well-equipped fitness centre and an indoor saltwater pool.

Summary of Selected Information

The table below sets out a summary of selected information on the Crowne Plaza Danbury.

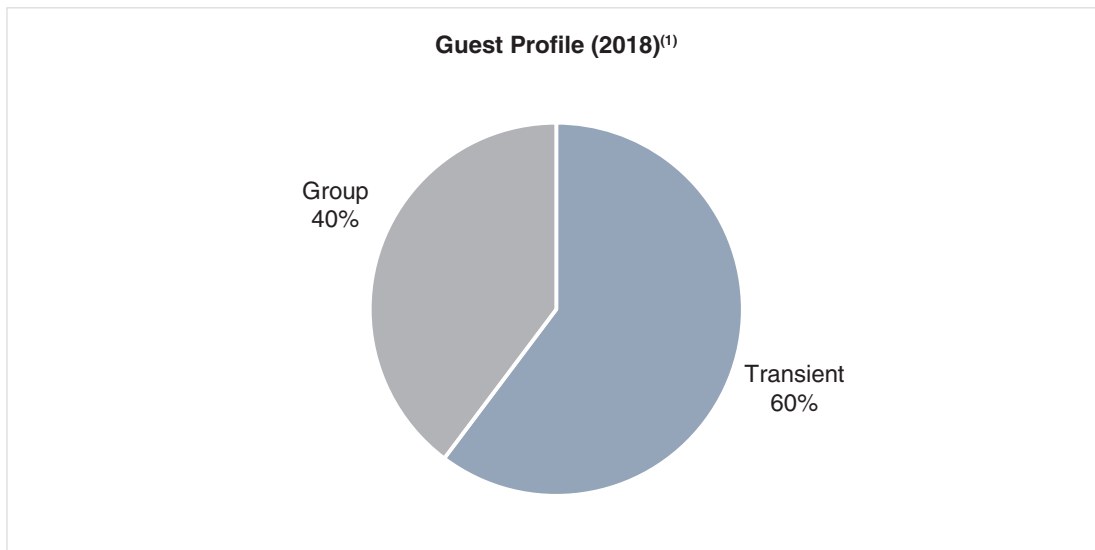
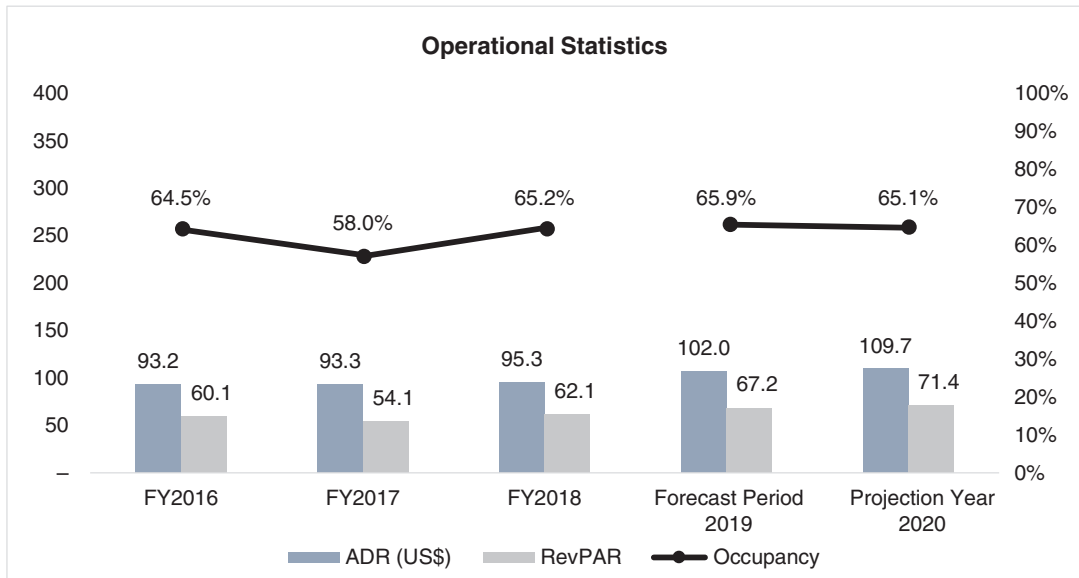
Completion Date	1980
Completion Date of Last Renovation	December 2018
Land Tenure	Freehold
Type of Hotel	Upscale
Brand Franchisor	IHG
Approximate GFA (sq m)	19,180
Number of Available Rooms	242
Carpark Lots	420
RevPAR (FY2018) (US\$)	62.1
Adopted Value by Colliers (as at 31 December 2018)	US\$10.2 million
Adopted Value by HVS (as at 31 December 2018)	US\$12.0 million
Adopted Valuation	US\$12.0 million
Purchase Consideration	US\$10.5 million
Master Lessor	Urban Commons Danbury A, LLC
Master Lessee	EHT CDPCT, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$0.8 million Variable rent: 10.0% of GOR plus 10.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.1 million
Variable Rent for the Projection Year 2020	US\$0.2 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

A new manager for the Hotel was appointed by the Sponsor in 2017. The Hotel's elevators were upgraded in December 2018 for better functionality and improved aesthetics to complement the sleek and modern décor of the Property.

Operating Statistics

The following charts show certain information on the operations of Crowne Plaza Danbury, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel’s guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests)

DOUBLETREE BY HILTON SALT LAKE CITY AIRPORT

5151 Wiley Post Way, Salt Lake City, Utah 84116

Description

Doubletree by Hilton Salt Lake City Airport is a 288-room Hotel located in the immediate vicinity of Salt Lake City International Airport, and only 10 minutes from Downtown Salt Lake City. The guests enjoy convenient access to a number of major Salt Lake City companies and corporations and attractions, including Salt Palace Convention Center, Vivant Smart Home Arena and Great Salt Lake. There are also 13 world-class ski resorts located less than an hour away, including Snowbird and Park City Mountain Resort.

The Hotel comprises 6 stories. It has a parking facility with 294 parking lots.

Doubletree Hilton Salt Lake City offers a variety of room options ranging from 344 to 700 sq ft.

Room Type	Size (sq ft)	Room Count
Standard Single King Rooms	344	167
Standard Two Double Rooms	344	107
Suites	411,469,700	14
Total		288

Property Photos



Meeting and Conference Facilities

Doubletree by Hilton Salt Lake City Airport has 13 meeting rooms with a rough total meeting space of approximately 13,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Canyons Ballroom	3,948	450
Salt Creek	2,209	250
Bryce	1,316	120
Snow	1,316	120
Zion	1,316	120
Maple	960	70
Eccles	490	35
Little Cottonwood	490	35
Arches	480	35
Cedar	400	35
Bingham	390	10
Emigration	390	35
Stillwater	n/a	300

Note:

(1) Based on a theatre setting if applicable. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel include (i) a three-meal restaurant, Lakeview Restaurant, with a capacity for 66 people, as well as (ii) a hotel bar/lounge, The Club with a capacity for 48 people. The Hotel also provides guests room service and has a Starbucks café.

Recreational and Other Facilities

The Hotel offers lakeview meeting spaces, Hilton Honors Club level and concierge lounge, heated indoor pool and whirlpool, 24-hour Pavilion Pantry Market, lakeside jogging path, lakeside patio and fire pit, lakeside putting green, fitness centre, business centre, basketball/sport court, and airport shuttle.

Summary of Selected Information

The table below sets out a summary of selected information on Doubletree by Hilton Salt Lake City Airport.

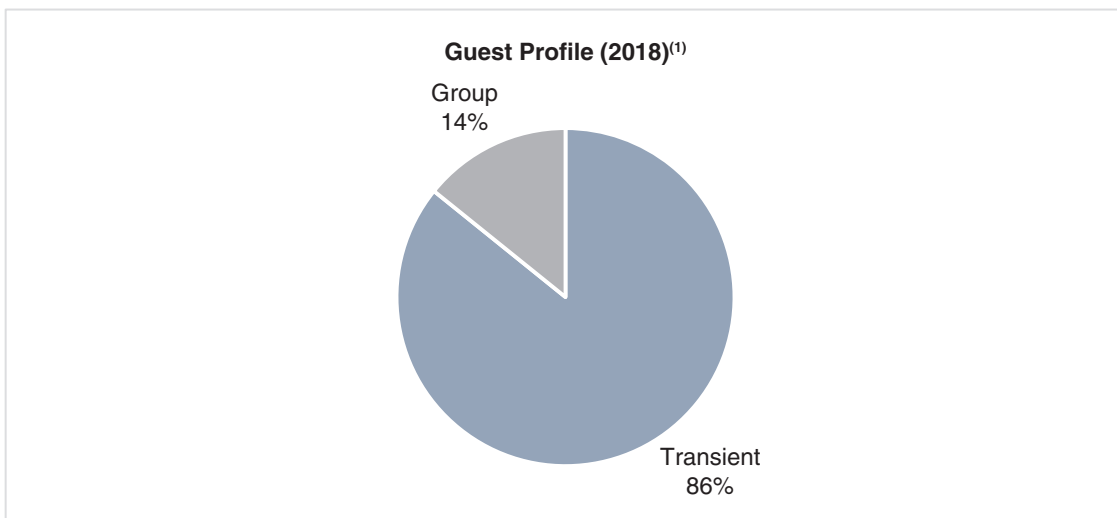
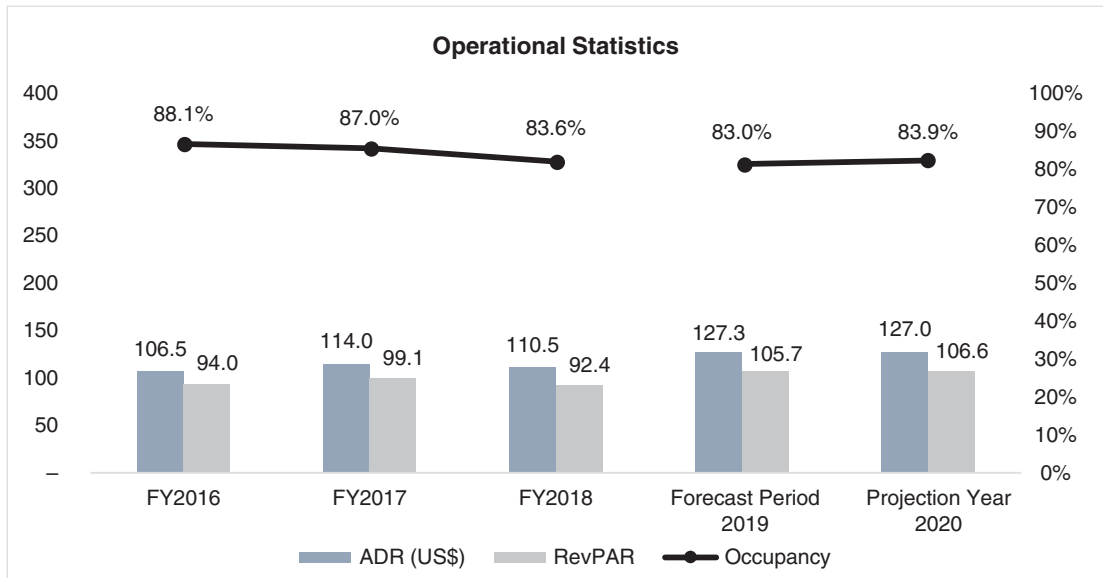
Completion Date	1980
Completion Date of Last Renovation	Expected May 2019
Land Tenure	Freehold
Type of Hotel	Upscale
Brand Franchisor	HWHI
Approximate GFA (sq m)	17,390
Number of Available Rooms	288
Carpark Lots	294
RevPAR (FY2018) (US\$)	92.4
Adopted Value by Colliers (as at 31 December 2018)	US\$53.8 million
Adopted Value by HVS (as at 31 December 2018)	US\$60.9 million
Adopted Valuation	US\$60.9 million
Purchase Consideration	US\$53.4 million
Master Lessor	5151 Wiley Post Way, Salt Lake City, LLC
Master Lessee	EHT DHSLC, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$2.6 million Variable rent: 21.0% of GOR plus 22.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$1.1 million
Variable Rent for the Projection Year 2020	US\$1.6 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

From 2013 to 2014, the Hotel was rebranded to Doubletree by Hilton with upgrades to the rooms and renovations to the restaurant and bar. Presently, the Hotel is undergoing a renovation programme that began in late 2018 and will be completed in phases by end of 2019, costing US\$2.9 million. All guest rooms will be refurbished with brand new case goods and soft seating. Welcome reception pods and restaurant spaces have also been upgraded to enhance guest experience. With the renovation, the Hotel will be well-positioned as a refreshed product within the market. It has secured a strong airline contract business base, and going forward will capitalise on being the only hotel with meeting space in the entire market.

Operating Statistics

The following charts show certain information on the operations of Doubletree by Hilton Salt Lake City Airport, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile by room revenue.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

HILTON ATLANTA NORTHEAST

5993 Peachtree Industrial Boulevard, Norcross, Georgia 30092

Description

Hilton Atlanta Northeast Hotel is a 271-room hotel located in the Peachtree Corners neighbourhood, close to numerous corporate demand generators (such as the offices of Siemens Inc. and The 3M Company), and is located within a five-minute drive from The Forum on Peachtree Parkway (an upscale outdoor mall), and is only a 30-minute drive from downtown Atlanta. The Hotel is located 22 miles (within 40-minute drive) from Hartsfield-Jackson Atlanta International Airport.

The Hotel comprises 10 stories. Parking facilities include 391 surface parking spaces.

Hilton Atlanta Northeast offers a variety of room options ranging from 330 sq ft to 420 sq ft.

Room Type	Size (sq ft)	Room Count
Queen/Queen Room	330	119
King Room	330	114
Jr/Suites	420	38
Total		271

Property Photos



Meeting and Conference Facilities

Hilton Atlanta Northeast has up to 16 meeting rooms with a total meeting space of approximately 18,000 sq ft. The following table sets out the size and capacity of the meeting and conference facilities in the Hotel.

Venue	Size (sq ft)	Capacity ⁽¹⁾
Hunnicutt Ballroom	7,040	1,000
Hunnicutt B	2,304	250
Hunnicutt A	1,312	125
Hunnicutt E	1,312	125
Hunnicutt C	1,056	75
Hunnicutt D	1,056	75
Peachtree Corners	3,192	300
Norcross	2,107	115
Medlock Auditorium	1,296	102
Whispers	1,120	50
Gwinnett	858	80
Cobb	630	40
DeKalb	600	40
Fulton	600	40
Boardroom 2	336	20
Boardroom 3	336	20
Boardroom 1	330	15

Note:

(1) Based on a theatre setting. Capacity will differ based on the type of setting used and is not limited to the commonly used setting that this table is based on.

F&B Facilities

Dining options at the Hotel includes a three-meal restaurant and bar, Latitude 33, with a capacity for 114 people. The Hotel also provides room service and a convenience store.

Recreational and Other Facilities

The Hotel offers a 24-hour business centre, concierge lounge, a variety of cardio and weight training equipment at the well-equipped fitness centre, an indoor pool and an outdoor heated swimming pool and whirlpool.

Summary of Selected Information

The table below sets out a summary of selected information on Hilton Atlanta Northeast.

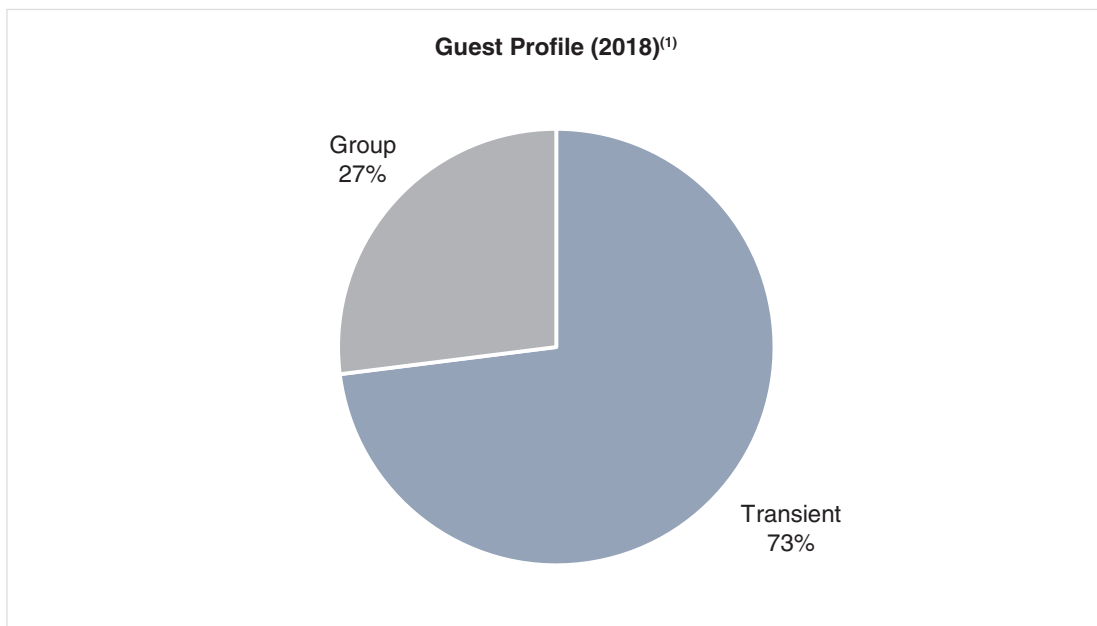
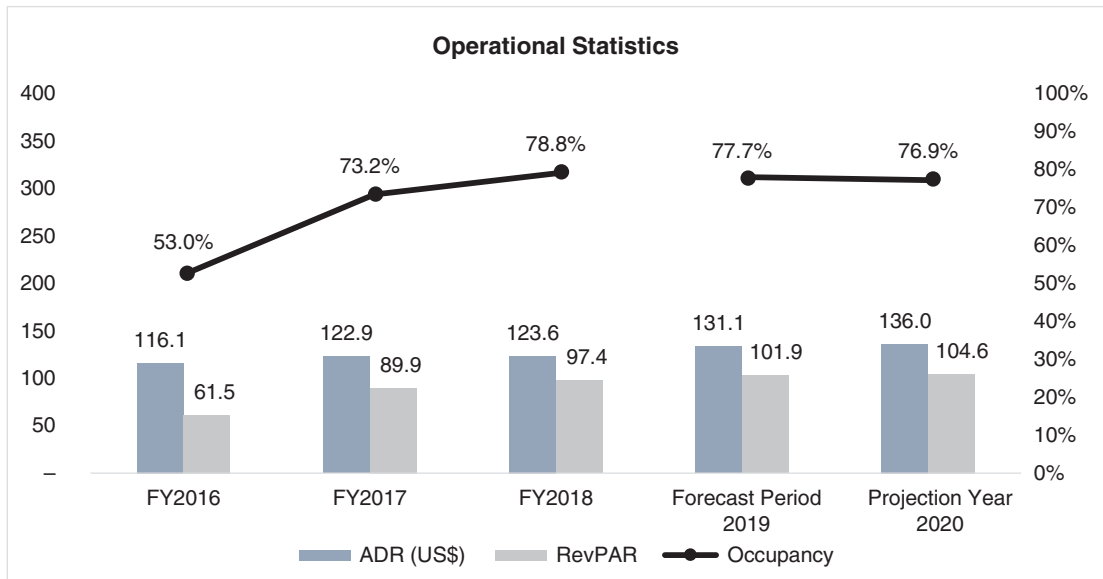
Completion Date	1986
Completion Date of Last Renovation	December 2018
Land Tenure	Freehold
Type of Hotel	Upper Upscale
Brand Franchisor	HWHI
Approximate GFA (sq m)	18,355
Number of Available Rooms	271
Carpark Lots	391
RevPAR (FY2017) (US\$)	97.4
Adopted Value by Colliers (as at 31 December 2018)	US\$49.0 million
Adopted Value by HVS (as at 31 December 2018)	US\$55.4 million
Adopted Valuation	US\$55.4 million
Purchase Consideration	US\$48.6 million
Master Lessor	Sky Harbor Atlanta Northeast, LLC
Master Lessee	EHT HAN, LLC
Master Lease Tenure	20+20 years
Master Lease Rental	Fixed rent: US\$2.4 million Variable rent: 19.0% of GOR plus 20.0% of GOP minus Fixed Rent
Variable Rent for the Forecast Period 2019	US\$0.8 million
Variable Rent for the Projection Year 2020	US\$1.3 million
CIF Reserve	4.0% of Room Revenue

Asset Management Initiatives

From 2016 to 2018, the Hotel underwent a US\$13.0 million full renovation conducted in phases, including all rooms, lobby, meeting spaces and food and beverage venues as well as upgrades to the building services infrastructure. As a result of the refurbishment, the Hotel has positioned itself to improve RevPAR through increased rate and occupancy, presently offering the newest product within the market with increasing banquet business.

Operating Statistics

The following charts show certain information on the operations of Hilton Atlanta Northeast, including the ADR, RevPAR and Occupancy of the Hotel for FY2016, FY2017, FY2018, Forecast Period 2019 and Projection Year 2020, and the breakdown of the Hotel's guest profile.



Note:

(1) Category breakdowns include Transient (rooms sold to individuals or groups of less than 10 rooms per night, also includes no-show charges), Group (typically defined as 10 or more rooms per night, sold pursuant to a signed agreement), and Contract (a consistent block of rooms committed at stipulated contract rates, such as for airline crews and permanent guests).

OTHER GENERAL INFORMATION ABOUT THE INITIAL PORTFOLIO**Capital Expenditure Spent Since 2013**

From 2013 to first quarter 2019, US\$174 million was spent refurbishing the Initial Portfolio, as well as updating certain Hotels to the latest brand standards. As a result, 90.4% of the Initial Portfolio by valuation has had major refurbishment works completed since 2013 (77.2% since 2018). The Managers believe that the newly-refurbished Properties will require minimal capital expenditure post Listing, thus improving the free cashflow of EHT and keeping its debt headroom available for accretive acquisitions.

Property	Capital Expenditure Summary	Amount Spent (US\$ million)	Completion Date
Holiday Inn Resort Orlando Suites – Waterpark	Full renovation of rooms and public spaces	27.5	August 2018
The Queen Mary Long Beach	Repurposing of unutilised public spaces and structural works	23.5	December 2018
Renaissance Denver Stapleton	Full renovation of rooms and public spaces	16.8	September 2018
Sheraton Pasadena	Full renovation of rooms and public spaces – including exterior front porch	16.8	March 2019 ¹
Hilton Atlanta Northeast	Full renovation of rooms and public spaces	13.0	December 2018
Holiday Inn Denver East – Stapleton	Full renovation of rooms and public spaces	10.9	September 2018
Hilton Houston Galleria Area	Full renovation of rooms and public spaces	9.7	March 2019 ¹
Embassy Suites by Hilton Anaheim North	Full renovation of rooms and public spaces	9.3	November 2018
Embassy Suites by Hilton Palm Desert	Full renovation of rooms and public spaces	9.0	February 2018
Doubletree by Hilton Salt Lake City Airport	Rebranded, full renovation of rooms and public spaces	7.6	March 2019 ¹
Renaissance Woodbridge	Rebranded, full renovation of rooms and public spaces	6.3	March 2019 ¹
Four Points by Sheraton San Jose Airport	Rebranded, full renovation of rooms and public spaces	6.3	March 2016
Holiday Inn Hotel & Suites San Mateo	Full renovation of two buildings – third building outstanding	5.6	June 2018
Sheraton Denver Tech Center	Refurbishment and renovation of public spaces	3.6	December 2013
Crowne Plaza Dallas Near Galleria – Addison	Renovation of rooms and public spaces	3.5	March 2019
The Westin Sacramento	Rooms renovation and softgoods replacement	2.7	December 2015
Holiday Inn Hotel & Suites Anaheim	Light cosmetic renovation and addition of a “splash zone” water park	1.8	April 2017
Crowne Plaza Danbury	Elevator modernisation	0.3	December 2018

¹ Asset enhancement works have substantially been completed; expected completion date for final works is in May 2019.

Further Asset Enhancements Post-Listing

Further asset enhancements still underway or planned but not yet started include the following set out below. Certain of the future asset enhancement works are part of the PIPs imposed under by the Hotel Franchisors to maintain the hotel brand's operating standards and the relevant Master Lessee is obliged to ensure that the asset enhancement works would be duly carried out and completed post-listing in accordance with the Franchise Agreement.

Property	Asset Enhancement Summary	Estimated Amount Outstanding post Listing (US\$m)	Estimated Start Date	Estimated Completion Date
Crowne Plaza Dallas Near Galleria-Addison ⁽¹⁾	Full renovation of rooms and public spaces	4.5	2021	2022
Holiday Inn Hotel & Suites San Mateo ⁽³⁾	Renovation of public spaces including restaurant, lounge and lobby area	3.4	2019	2020
Sheraton Denver Tech Center ⁽²⁾	Soft goods renovation	2.5	2019	2021
Hilton Houston Galleria Area ⁽¹⁾	Renovation for rebranding into a Doubletree by Hilton	1.5	2019	2019
Doubletree by Hilton Salt Lake City Airport ⁽²⁾	Renovation of rooms and public spaces	0.5	2019	2019
Holiday Inn Resort Orlando Suites – Waterpark ⁽²⁾	Renovation of one restaurant	0.2	2019	2019

Notes:

- (1) For purposes of funding such asset enhancement works, part of the purchase consideration for the Properties (equivalent to the amount required to be set aside in a PIP reserve account with the relevant ASAP Mortgage Loan Lender of the ASAP Mortgage Loans for Crowne Plaza Dallas Near Galleria-Addison and Hilton Houston Galleria Area) would be paid to such account with the relevant ASAP Mortgage Loan and can be drawn on by the relevant AGAP Mortgage Borrower under the relevant ASAP Mortgage Loans.
- (2) For purposes of funding such asset enhancement works, part of the purchase consideration for the Properties (equivalent to the estimated amount of capital expenditures outstanding) would be retained in an escrow account under the name(s) of the REIT Trustee and/or the subsidiaries of EH-REIT. The Managers will have control over the escrow account for any draw down to fund such asset enhancement works. The Vendors have agreed to issue promissory notes to subsidiaries of EH-REIT (the "Cap Ex Notes") pursuant to the Securities Purchase Agreement with respect to this amount.
- (3) Such asset enhancement works would be funded from the CIF Reserve (as defined herein) and/or working capital.

The valuation and the purchase consideration paid by EH-REIT for the acquisition of the aforementioned Properties have taken into account the outstanding capital expenditure amount in connection with the asset enhancement works. As at the Listing Date, the outstanding capital expenditure amount is estimated to be US\$12.6 million.

Insurance

The Properties are insured in a manner consistent with industry practice and all relevant laws and regulations in the respective States where they are located. With effect from the Listing Date, the REIT Trustee will take out and maintain, among others, at EH-REIT's cost (except for the Queen Mary Long Beach), property insurance policy insuring the relevant hotel, the infrastructure, plant

and equipment and the contents of the relevant hotel. Going forward the Master Lessee must, at their own cost, will take up and maintain umbrella insurance policy, pollution liability coverage, general liability policy, insurance related to workers' compensation, employment practices liability insurance, cyber liability policies, public liability insurance and business interruption insurance for the respective rights and interests of the Master Lessor and the Master Lessee. EH-REIT and the Master Lessee may mutually agree to an insurance buying plan which may be undertaken by the property manager to effectuate the insurance requirements set forth herein.

There are, however, certain types of risks that are not covered by such insurance policies. (See Risk Factors – "EH-REIT may suffer material losses in excess of insurance proceeds or in respect of losses which are uninsured".)

Legal Proceedings

None of EHT, EH-REIT, EH-BT, the REIT Manager or the Trustee-Manager is currently involved in any material litigation nor, to the best of the knowledge of the Managers, is any material litigation currently contemplated or threatened against EHT, EH-REIT, EH-BT, the REIT Manager or the Trustee-Manager.

Encumbrances

Sheraton Pasadena

There is a deed of trust over the Sheraton Pasadena in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Holiday Inn Hotel & Suites Anaheim

There is a deed of trust over the Holiday Inn Hotel & Suites Anaheim in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Embassy Suites by Hilton Anaheim North

There is a deed of trust over the Embassy Suites by Hilton Anaheim North in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Holiday Inn Hotel & Suites San Mateo

There is a deed of trust over Holiday Inn Hotel & Suites San Mateo in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Four Points by Sheraton San Jose Airport

There is a deed of trust over Four Points by Sheraton San Jose Airport in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

The Westin Sacramento

There is a deed of trust over The Westin Sacramento in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date. In addition, this property is subject to those certain easements for, among other things, the construction and maintenance of levees along the Sacramento River, further described in “Risk Factors – Risks relating to the Properties – Some of the Properties may be classified as legally nonconforming under local zoning regulations in the US and/or be exposed to potential liability arising from encroachment over easement rights.”

Embassy Suites by Hilton Palm Desert

There is a deed of trust over Embassy Suites by Hilton Palm Desert in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

The Queen Mary Long Beach

There is a deed of trust over The Queen Mary Long Beach in favour of Banc of California, N.A., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date. In addition, this Property is subject to ground leases with the City of Long Beach (or the City of Long Beach acting through its Board of Harbor Commissioners), as landlord, that govern the use of the land, submerged water area, and improvements (including the RMS Queen Mary) that make up the entirety of this Property.

Renaissance Denver Stapleton

There is a deed of trust over Renaissance Denver Stapleton in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Holiday Inn Denver East – Stapleton

There is a deed of trust over Holiday Inn Denver East – Stapleton in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Sheraton Denver Tech Center

There is a deed of trust over Sheraton Denver Tech Center in favour of Industrial and Commercial Bank of China (USA), which will be discharged upon the completion of the acquisition of the Initial Portfolio by EH-REIT on the Listing Date.

Holiday Inn Resort Orlando Suites – Waterpark

There is a mortgage over Holiday Inn Resort Orlando Suites – Waterpark in favour of SPT CA Fundings 2, LLC which was assigned to Starwood Property Mortgage Sub-10, L.L.C., which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Crowne Plaza Dallas Near Galleria-Addison

In connection with the ASAP Mortgage Loans, there is a deed of trust over Crowne Plaza Dallas Near Galleria-Addison in favour of Deutsche Bank AG New York Branch which was assigned to Wilmington Trust, National Association. It is currently contemplated that the deed of trust will not be discharged on the Listing Date as EH-REIT will be acquiring the property-owning entity and will assume the outstanding ASAP Mortgage Loan under the property-owning entity. The purchase price of Crowne Plaza Dallas Near Galleria-Addison has taken into account the applicable ASAP Mortgage Loans, which matures on 6 January 2028. (See “Capitalisation and Indebtedness – Indebtedness – ASAP Mortgage Loans”).

Hilton Houston Galleria Area

In connection with the ASAP Mortgage Loans, there is a deed of trust over Hilton Houston Galleria Area in favour of Wells Fargo Bank, National Association which was assigned to Wilmington Trust, National Association. It is currently contemplated that the deed of trust will not be discharged on the Listing Date as EH-REIT will be acquiring the property-owning entity and will assume the outstanding ASAP Mortgage Loan under the property-owning entity. The purchase price of Hilton Houston Galleria Area takes into account the applicable ASAP Mortgage Loan, which matures on 11 November 2022. (See “Capitalisation and Indebtedness – Indebtedness – ASAP Mortgage Loans”)

Renaissance Woodbridge

There is a deed of trust over Renaissance Woodbridge in favour of Pacific Western Bank pursuant to the RW Mortgage Loan. As at the Listing Date, the deed of trust will be discharged as EH-REIT will prepay the RW Mortgage Loan with the proceeds of the ASAP Mortgage Loan in favour of Wells Fargo Bank. As at the Listing Date, there will be a mortgage over Renaissance Woodbridge pursuant to the relevant ASAP Mortgage Loan. (See “Capitalisation and Indebtedness – Indebtedness – ASAP Mortgage Loans”).

Crowne Plaza Danbury

There is (i) a mortgage over Crowne Plaza Danbury in favour of United Overseas Bank Limited and (ii) a mortgage over Crowne Plaza Danbury in favour of Deutsche Bank Trust Company Americas, both of which will be discharged upon the completion of the acquisition of the USHI Portfolio by EH-REIT on the Listing Date.

Doubletree by Hilton Salt Lake City Airport

There is a deed of trust over Doubletree by Hilton Salt Lake City Airport in favour of Garrison GOF IV Commercial Funding II LLC which was assigned to Pacific Western Bank, which will be discharged upon the completion of the acquisition of the Initial Portfolio by EH-REIT on the Listing Date.

Hilton Atlanta Northeast

There is a deed to secure debt over Hilton Atlanta Northeast in favour of Industrial and Commercial Bank of China (USA) NA, which will be discharged upon the completion of the acquisition of the Initial Portfolio by EH-REIT on the Listing Date.

For any encumbrances over the Properties (other than with respect to Crowne Plaza Dallas Near Galleria-Addison, Hilton Houston Galleria Area and Renaissance Woodbridge) in respect of the security in connection with the New Term Loan Facilities, see “Capitalisation and Indebtedness – Indebtedness – ASAP Mortgage Loans”.

Seasonality

According to the Independent Market Research Consultant, the RevPAR in the U.S. typically declines during the colder winter months, especially in December when the holidays result in a decline in business-related transient and group travel. Please refer to Appendix E, “Independent Hospitality Industry Report” for further details of the demand seasonality of each Property.

Marketing and Leasing Activities

The Master Lessee has engaged the Hotel Managers and the Hotel Franchisors to manage the day-to-day operations and marketing of that Hotel. The Hotel Managers and the Hotel Franchisors will engage in sales and marketing activities targeted at Properties’ main sources of bookings as broken down by industry segment and channel, including corporate procurement and human resource departments, corporate secretaries, travel agents, relocation agents, housing agents and customers.

Examples of marketing activities undertaken by the Hotel Managers and the Hotel Franchisors include:

- participation in international and local trade-related shows;
- sales trips to key countries;
- roadshows held in source destinations and key cities;
- targeted database networking with top procurement accounts and participation in major consortia and TMC (travel management companies) programmes;
- preferred partnerships with regional relocation and distribution partners to grow market share;
- e-marketing, social media marketing and partnership marketing; and
- loyalty programmes:
 - o IHG Rewards Club, a loyalty programme for members making frequent bookings at IHG hotels worldwide;
 - o Marriott Bonvoy, a loyalty programme for members making frequent bookings at Marriott hotels worldwide; and
 - o Hilton Honors, a loyalty programme for members making frequent bookings at HWHI hotels worldwide.

Employees

As at the Listing Date, EH-REIT, its subsidiaries, and EH-BT will not have employees.

COMPETITION

The following table sets out some of the competition faced by the Hotels:

Property	Competition⁽¹⁾
Sheraton Pasadena	Best Western Pasadena Inn, Hilton Pasadena, Best Western Pasadena Royale Inn & Suites, Westin Pasadena, Holiday Inn Express & Suites Pasadena Colorado Boulevard, Courtyard Los Angeles Pasadena Old Town, dusitD2 Hotel Constance Pasadena
Holiday Inn Hotel & Suites Anaheim	Red Lion Hotel Anaheim, Best Western Plus Stovall's Inn, Howard Johnson Anaheim Hotel & Water Playground, Clarion Hotel Anaheim Resort, Four Points by Sheraton Anaheim, Fairfield Inn Anaheim Resort, Hotel Indigo Anaheim Maingate, Hilton Garden Inn Anaheim Garden Grove, Portofino Inn & Suites Anaheim, Holiday Inn Anaheim Resort Area
Embassy Suites by Hilton Anaheim North	Doubletree Anaheim Orange County, Radisson Suites Hotel Anaheim Buena Park, Embassy Suites Anaheim Orange, Embassy Suites Brea North Orange County, Marriott Fullerton @ California State University, Delta Hotel Anaheim Garden Grove
Holiday Inn Hotel & Suites San Mateo	Holiday Inn Hotel & Suites San Francisco Airport, Hilton Garden Inn San Mateo, Four Points by Sheraton Hotel & Suites San Francisco Airport, Hampton Inn Suites San Francisco Burlingame, Best Western Coyote Point Inn
Four Points by Sheraton San Jose Airport	Wyndham Garden Hotel San Jose, La Quinta Inns & Suites San Jose Airport, Sonesta Silicon Valley San Jose, Holiday Inn San Jose Silicon Valley, Courtyard San Jose Airport, Country Inn & Suites San Jose International Airport
The Westin Sacramento	Holiday Inn Sacramento Downtown Arena, Hilton Sacramento Arden West, Hyatt Regency Sacramento, Sheraton Hotel Grand Sacramento, Embassy Suites Sacramento Riverfront Promenade, Autograph Collection The Citizen Hotel
Embassy Suites by Hilton Palm Desert	Holiday Inn Express Palm Desert, Autograph Collection Hotel Paseo, Courtyard Palm Desert, Homewood Suites Palm Desert, Homewood Suites La Quinta, Embassy Suites La Quinta Hotel & Spa
The Queen Mary Long Beach	Courtyard Long Beach Downtown, Hyatt Regency Long Beach, Doubletree Hotel Maya, Renaissance Long Beach Hotel, Westin Long Beach, Hilton Long Beach
Renaissance Denver Stapleton	Crowne Plaza Denver Airport Convention Center, Doubletree Denver, Embassy Suites Denver Stapleton, Holiday Inn Denver East – Stapleton
Holiday Inn Denver East – Stapleton	Radisson Hotel Denver Central, DoubleTree Denver Stapleton North, Courtyard Denver Stapleton, Quality Inn & Suites Denver Stapleton, Drury Inn & Suites Denver Stapleton
Sheraton Denver Tech Center	DoubleTree Denver Aurora, Embassy Suites Denver Tech Center, Marriott Denver South @ Park Meadows, element Denver Park Meadows, Radisson Hotel Denver Aurora

Property	Competition ⁽¹⁾
Holiday Inn Resort Orlando Suites – Waterpark	Wyndham Lake Buena Vista Resort, Embassy Suites Orlando Lake Buena Vista Resort, Holiday Inn Resort Orlando Lake Buena Vista, DoubleTree Suites Orlando Disney Springs, Springhill Suites Orlando Lake Buena Vista In The Marriott Village
Crowne Plaza Dallas Near Galleria-Addison	Doubletree Hotel Dallas Near The Galleria, Courtyard Dallas Addison Midway, Sheraton Dallas Hotel By The Galleria, Renaissance Dallas Addison Hotel, Wyndham Garden Hotel Dallas North, Holiday Inn Express & Suites Dallas Addison, Radisson Hotel Dallas North Addison
Hilton Houston Galleria Area	Four Points by Sheraton Houston Greenway Plaza, Crowne Plaza Suites Houston Near Sugar Land, Comfort Inn Southwest Freeway @ Westpark, La Quinta Inns & Suites Houston Southwest
Renaissance Woodbridge	Hyatt Regency New Brunswick, APA Hotel Woodbridge, Crowne Plaza Edison, Sheraton Hotel Edison Raritan Center, Hilton East Brunswick & Executive Meeting Center, Heldrich Hotel & Conference Center
Crowne Plaza Danbury	Holiday Inn Danbury Bethel @ I 84, Hampton Inn Danbury, The Ethan Allen Hotel, Hilton Garden Inn Danbury, Courtyard Danbury, Springhill Suites Danbury
Doubletree by Hilton Salt Lake City Airport	Radisson Hotel Salt Lake City Airport, Courtyard Salt Lake City Airport, Holiday Inn Hotel & Suites Salt Lake City Airport West, Hyatt Place Salt Lake City International Airport, Hilton Garden Inn Salt Lake City Airport
Hilton Atlanta Northeast	Marriott Atlanta Peachtree Corners, Courtyard Atlanta Norcross Peachtree Corners, Hampton Inn Atlanta Peachtree Corners Norcross, Hyatt Place Atlanta Norcross Peachtree, Home2 Suites Atlanta Norcross, Residence Inn Atlanta Norcross Peachtree Corners

Note:

(1) Competitive Set for each Hotel has been extracted from the Independent Hospitality Industry Report by the Independent Market Research Consultant.

The level of competition in the hospitality industry is highly competitive and affected by various factors, including changes in travel preferences and patterns, changes in local, regional and global economic conditions, changes in local, regional and global populations, and the supply and demand for hotel rooms.

Each of the Hotels compete against other similar properties in their geographical market. Competing hotels may significantly lower rates or offer greater convenience, services or amenities, to attract guests. If these efforts are successful, the results of operations at the Hotels may be adversely affected. There can also be no assurance that demographic, geographic or other changes will not adversely affect the convenience or demand for the Hotels.

OVERVIEW OF THE ACQUISITION OF THE PROPERTIES

The Vendors

The USHI Portfolio Vendor is U.S. Hospitality Investments LLC, whose common equity interests are indirectly owned by each of the Founders in the proportion 50:50. The Properties comprising the USHI Portfolio are (i) Sheraton Pasadena, (ii) Holiday Inn Hotel & Suites Anaheim, (iii) Embassy Suites by Hilton Anaheim North, (iv) Holiday Inn Hotel & Suites San Mateo, (v) Four Points by Sheraton San Jose Airport, (vi) The Westin Sacramento, (vii) Embassy Suites by Hilton Palm Desert, (viii) The Queen Mary Long Beach, (ix) Renaissance Denver Stapleton, (x) Holiday Inn Denver East – Stapleton, (xi) Holiday Inn Resort Orlando Suites – Waterpark and (xii) Crowne Plaza Danbury.

The ASAP6 Portfolio Vendors are MWCI, LLC, which is wholly owned by Howard Wu, and CWCI, LLC, which is wholly owned by Taylor Woods. The ASAP6 Portfolio Vendors have acquired the ASAP6 Portfolio from the Third Party ASAP6 Portfolio Vendors prior to the Listing Date. The Properties comprising the ASAP6 Portfolio are (i) Sheraton Denver Tech Center, (ii) Crowne Plaza Dallas Near Galleria-Addison, (iii) Hilton Houston Galleria Area, (iv) Renaissance Woodbridge, (v) Doubletree by Hilton Salt Lake City Airport and (vi) Hilton Atlanta Northeast.

Securities Purchase Agreement

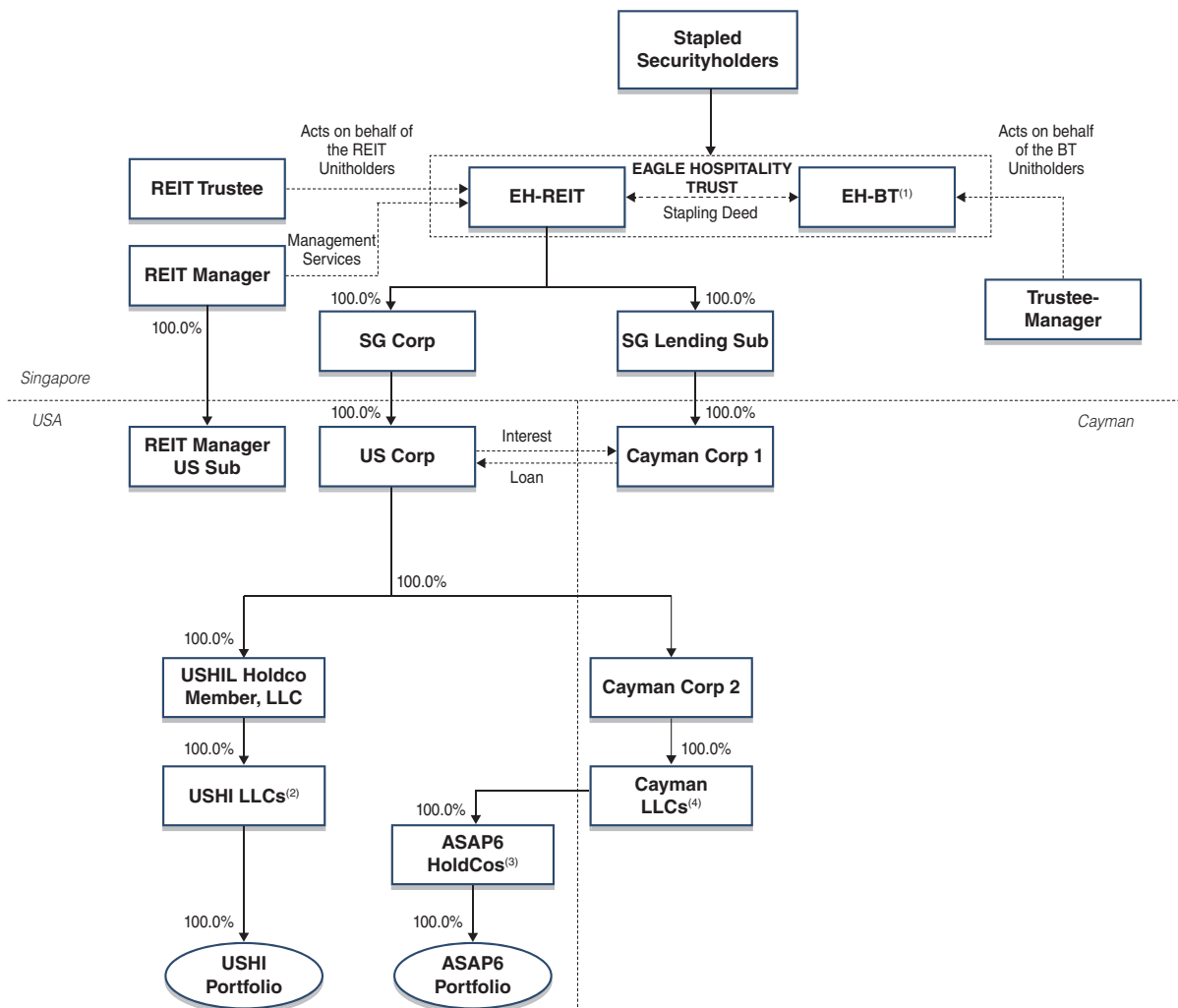
The REIT Trustee (as buyer) and the USHI Portfolio Vendor and the ASAP6 Portfolio Vendors (as sellers) entered into the Securities Purchase Agreement to acquire the USHI Portfolio and the ASAP6 Portfolio, via the purchase of all the equity interests in USHIL Holdco and Cayman Corp 2.

Then, following a series of assignments and intercompany loans and fund transfers that will occur at the closing, 100% of the interests in USHIL Holdco and Cayman Corp 2 will be owned by US Corp, a newly incorporated US corporation wholly owned by EH-REIT through SG Corp, a newly incorporated Singapore company wholly owned by EH-REIT.

(See “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties” further details.)

HOLDING STRUCTURE OF EHT

The following diagram illustrates the relationship between, among others, EH-REIT, EH-BT, the Managers and the Stapled Securityholders as at the Listing Date¹:



Notes:

- (1) Dormant as at the Listing Date. EH-BT will, however, become active if (i) EH-REIT is unable to appoint a master lessee for any of the Properties in its Initial Portfolio at the expiry of the relevant Master Lease Agreement or for a hospitality property newly acquired by EH-REIT, or (ii) EH-BT undertakes certain hospitality and hospitality-related development projects, acquisitions and investments which may be unsuitable for EH-REIT.
- (2) USHIL Holdco Member, LLC, indirectly holds the USHI Portfolio (as defined herein) through UCHIDH, LLC, UCF 1, LLC, UCRDH, LLC, Urban Commons Bayshore A, LLC, UCCONT1, LLC, Urban Commons Cordova A, LLC, Urban Commons Highway 111 A, LLC, Urban Commons Anaheim HI, LLC, Urban Commons 4th Street A, LLC, Urban Commons Riverside Blvd., A, LLC, Urban Commons Danbury A, LLC and Urban Commons Queensway, LLC (collectively the “USHI LLCs” and each a “USHI LLC”).
- (3) The ASAP6 Portfolio (as defined herein) is directly held by Sky Harbor Atlanta Northeast, LLC, 5151 Wiley Post Way, Salt Lake City, LLC, Sky Harbor Denver Tech Center, LLC, 14315 Midway Road Addison LLC, 6780 Southwest FWY, Houston, LLC and 44 Inn America Woodbridge Associates, LLC (collectively the “ASAP6 Holdcos” and each an “ASAP6 Holdco”). The ASAP6 Holdcos are in turn held by Atlanta Hotel Holdings, LLC, ASAP Salt Lake City Hotel, LLC, Sky Harbor Denver Holdco, LLC, ASAP DCP Holdings, LLC, ASAP HHG Holdings, LLC and ASAP Woodbridge Hotel Holdings, LLC.
- (4) Cayman Corp 2 indirectly holds the ASAP6 Portfolio through ASAP Cayman Atlanta Hotel, LLC, ASAP Cayman Salt Lake City, LLC, ASAP Cayman Denver Tech, LLC, ASAP Cayman Dallas Galleria, LLC, ASAP Cayman Houston Galleria, LLC and ASAP Cayman Woodbridge Hotel, LLC (collectively the “Cayman LLCs”).

1 As the Founders do not intend to have a limit on their ownership of Stapled Securities in EHT to be better aligned with the interest of other Stapled Securityholders, no US REIT election was anticipated by the US Corp given that the proposed aggregate Founders’ stake of EHT will run a material risk of causing a breach of the ownership requirement/condition, and such ownership requirement/condition is of one of the qualifying conditions US Corp needs to meet if it desires to make a US REIT election. As such the Properties in the Initial Portfolio are to be held by US Corp, through certain underlying companies which are disregarded (i.e., non-taxpaying) entities for U.S. tax purposes. Such disregarded entities include Cayman intermediaries which were acquired as an existing structure along with the ASAP6 Portfolio.

ACQUISITION OF THE USHI PORTFOLIO

EH-REIT, through the REIT Trustee, has entered into the Securities Purchase Agreement with the USHI Portfolio Vendor to acquire the USHI Portfolio from the USHI Portfolio Vendor via the purchase of 100% of the interests in USHIL Holdco. USHIL Holdco indirectly holds the USHI Portfolio through the USHI LLCs and is a wholly-owned subsidiary of the USHI Portfolio Vendor, which in turn is wholly-owned by the Founders in the proportion of 50:50. Following the acquisition of the USHI Portfolio and a series of assignments and intercompany loans and fund transfers that will occur at the closing, 100% of the interests in USHIL Holdco and Cayman Corp 2 will be owned by US Corp, a newly incorporated US corporation wholly owned by EH-REIT through SG Corp, a newly incorporated Singapore company wholly owned by EH-REIT. Closing of the acquisition of the USHI Portfolio will occur on the Listing Date prior to Listing.

ACQUISITION OF THE ASAP6 PORTFOLIO

EH-REIT, through the REIT Trustee, has entered into the Securities Purchase Agreement with the ASAP6 Portfolio Vendors to acquire the ASAP6 Portfolio through acquiring 100% of the membership interest in Cayman Corp 2. Prior to the Listing Date, Cayman Corp 2 will indirectly hold the ASAP6 Portfolio through Cayman LLCs, which will indirectly hold 100% of the ASAP6 Holdcos.

Prior to the Listing Date, the ASAP6 Portfolio Vendors have acquired the ASAP6 Portfolio from the Third Party ASAP6 Portfolio Vendors in consideration¹ for, among others, promissory notes issued by Cayman Corp 2 and repayment of the existing debt relating to the ASAP6 Portfolio (save for the ASAP Mortgage Loans), which will be fully settled on the Listing Date with part of the proceeds from the Offering and the issuance of the Cornerstone Stapled Securities. For the avoidance of doubt, none of the Third Party ASAP6 Portfolio Vendors will be receiving any Consideration Stapled Securities and there will not be any amounts owing by EH-REIT and/or its subsidiaries to the Third Party ASAP6 Portfolio Vendors after the acquisition of Cayman Corp 2 from the ASAP6 Portfolio Vendors by EH-REIT.

Following the acquisition of the ASAP6 Portfolio and a series of assignments and intercompany loans and fund transfers that will occur at the closing, Cayman Corp 2 will be wholly owned by US Corp. Closing of the acquisition of the ASAP6 Portfolio will occur on the Listing Date prior to Listing.

In connection with the closing, the title company selected by the Vendors and the Master Lessors and to be named in the Securities Purchase Agreement (the "**Title Company**") will execute a legally binding and enforceable escrow agreement whereby the Title Company will irrevocably commit to issue a title insurance policy (subject only to the payment of the premium required for the issuance of the title insurance policy and satisfaction of any other customary requirements of that are typically imposed upon and complied with by owners of property similar to the Properties located in the state in which the Property is located) to the Master Lessor for the applicable Property in the USHI Portfolio and the ASAP6 Portfolio, dated as of the Listing Date, and will irrevocably commit to insure, at normal premium rates, without the requirement to pay additional premiums or escrow funds, the applicable Master Lessor's fee simple title or leasehold title (as applicable) to the Property it owns, subject only to permitted encumbrances. For the avoidance of doubt, notwithstanding that the final title insurance policies will not be issued at the closing, each

1 The purchase consideration paid by the ASAP6 Portfolio Vendors to the Third Party ASAP6 Portfolio Vendors does not include primarily the following: (i) the value of the Master Lease Agreements provided by the Master Lessees to EH-REIT; (ii) the prepayment penalties for the prepayment of certain existing indebtedness and the Interest Differential Amount set aside in the Interest Reserve Account in view of the higher interest cost of the ASAP Mortgage Loans vis-à-vis the New Term Loan Facilities; (iii) the capital expenditure to be completed post-listing for Crowne Plaza Dallas near Galleria-Addison, Sheraton Denver Tech Center, Hilton Houston Galleria Area and Doubletree Salt Lake City Airport; and (iv) the payment to the relevant Hotel Franchisors to effect a change in control of the ASAP6 Portfolio.

Master Lessor will be entitled to the benefits of the coverage provided by the applicable title insurance policy for the relevant Property upon closing. The accepted custom and practice is for title insurance companies to issue their title insurance policies within a commercially reasonable time frame after closing. The title insurance policy will be issued in the form of the pro forma title policy previously agreed upon by the applicable Master Lessors and the Title Company.

First American Title Insurance Company, one of the largest and most recognised title insurance companies in the United States will serve as the Title Company. The maximum amount to be insured under the title insurance policy for each Property will be equal to Adopted Value of each Property. Each title insurance policy will remain in effect for as long as the relevant Master Lessor retains ownership of or has liabilities with respect to such title.

MANAGEMENT AND CORPORATE GOVERNANCE

EHT

EHT comprises EH-REIT, a Singapore-based REIT, and EH-BT, a Singapore-based business trust registered under the BTA. The REIT Manager and the Trustee-Manager, being the responsible entities of EH-REIT and EH-BT, respectively, each has their own board of directors and their own set of procedures in relation to corporate governance.

Due to the different legislative and regulatory requirements in relation to a REIT as compared with a business trust, the corporate governance procedures and disclosure requirements in relation to the REIT Manager are different from those in relation to the Trustee-Manager.

The REIT Manager

The manager of EH-REIT is Eagle Hospitality REIT Management Pte. Ltd.. The REIT Manager is indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods. The Founders are the co-founders of the Sponsor and they each own 50% of the common equity interests in the Sponsor.

The REIT Manager was incorporated in Singapore under the Companies Act on 30 August 2018. As at the Latest Practicable Date, it has an issued and paid-up capital of S\$1.0 million and its registered office is located 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. Its principal place of business is located at 8 Marina Boulevard, #11-32, Marina Bay Financial Centre Tower 1, Singapore 018981. The telephone and facsimile numbers of the REIT Manager are +65 6653 4434 and +65 6653 4788, respectively. The email address of the REIT Manager for any enquiries is enquiry@eagleht.com.

The REIT Manager has been issued a CMS Licence for REIT management pursuant to the SFA on 7 May 2019 and is regulated by the MAS.

The REIT Trustee

The trustee of EH-REIT is DBS Trustee Limited. The REIT Trustee is a company incorporated in Singapore and licensed as a trust company under the Trust Companies Act. It is approved to act as a trustee for authorised collective investment schemes under the SFA and is regulated by the MAS. As at the date of this Prospectus, the REIT Trustee has a paid-up capital of S\$2.5 million. The REIT Trustee has a place of business in Singapore at 12 Marina Boulevard, Level 44, Marina Bay Financial Centre Tower 3, Singapore 018982.

The Trustee-Manager

The trustee-manager of EH-BT is Eagle Hospitality Business Trust Management Pte. Ltd.. The Trustee-Manager is indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods.

The Trustee-Manager was incorporated in Singapore under the Companies Act on 30 August 2018. As at the Latest Practicable Date, it has an issued and paid-up capital of S\$1.00 and its registered office is located at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. Its principal place of business is located at 8 Marina Boulevard, #11-32, Marina Bay Financial Centre Tower 1, Singapore 018981. The telephone and facsimile numbers of the Trustee-Manager are +65 6653 4434 and +65 6653 4788 respectively. The email address of the Trustee-Manager for any enquiries is enquiry@eagleht.com.

Under Section 10(2)(a) of the BTA, the Trustee-Manager is required to act in the best interests of all the holders of EH-BT Units as a whole. Further, under Section 11(1)(a) of the BTA, a Director of the Trustee-Manager is required to act honestly and exercise reasonable diligence in the discharge of the duties of his office and, in particular, shall take all reasonable steps to ensure that the Trustee-Manager discharges its duties under, among other things, Section 10(2)(a) of the BTA.

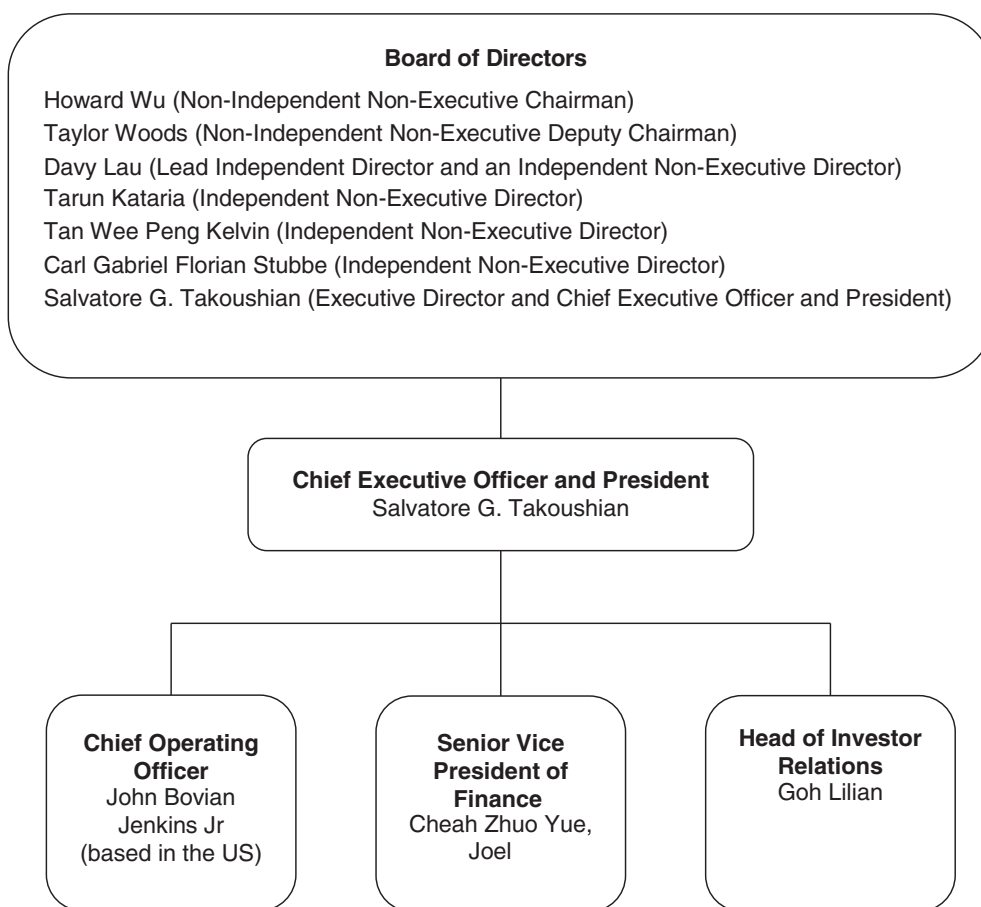
The MAS has exempted the Trustee-Manager from compliance with Section 10(2)(a) of the BTA and the Trustee-Manager Directors from compliance with Section 11(1)(a) of the BTA on the basis that EH-BT will be dormant as at the Listing Date, and subject to the conditions that:

- (i) for the duration of time the EH-REIT Units are stapled to the EH-BT Units, the Trustee-Manager and the Trustee-Manager Directors shall act in the best interests of all Stapled Securityholders; and
- (ii) the exemptions relating to Section 10(2)(a) of the BTA and Section 11(1)(a) of the BTA are disclosed in this Prospectus.

In the event that EH-BT becomes active and engages in development contracts which carry a substantially different risk vis-a-vis EH-REIT, such transactions (including contracts) should be subject to the threshold set out in Rule 1006 of the Listing Manual.

EH-REIT

Management Reporting Structure of the REIT Manager



The REIT Manager Board

The REIT Manager Board is entrusted with the responsibility for the overall management of the REIT Manager. The following table sets forth information regarding the directors of the REIT Manager:

Name	Age	Address	Position
Howard Wu	36	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Non-Independent Non-Executive Chairman
Taylor Woods	47	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Non-Independent Non-Executive Deputy Chairman
Davy Lau	64	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Lead Independent Director and an Independent Non-Executive Director
Tarun Kataria	60	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Independent Non-Executive Director
Tan Wee Peng Kelvin	54	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Independent Non-Executive Director
Carl Gabriel Florian Stubbe	43	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Independent Non-Executive Director
Salvatore G. Takoushian	38	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Executive Director and Chief Executive Officer and President

As at the Latest Practicable Date, none of the REIT Manager Directors has any family relationship with or is related to one another, the executive officers of the REIT Manager, any employees of the REIT Manager upon whose work Eagle Hospitality Trust is dependent on, or any person with an interest in not less than 5.0% of the shares in issue ("**Substantial Shareholder**") of the Managers or any Stapled Securityholder with an interest in one or more Stapled Securities constituting not less than 5.0% of all the Stapled Securities in issue ("**Substantial Stapled Securityholder**") as at the Listing Date.

Each of the independent Directors of the Managers confirms that they are able to devote sufficient time to discharge their duties as an independent Director of the Managers. The Nominating and Remuneration Committee (as defined herein) is of the opinion that the independent Directors of the Managers are able to devote sufficient time to discharge their duties as independent Directors of the Managers.

None of the independent directors of the Managers sits on the boards of the principal subsidiaries of EH-REIT and EH-BT which are based in Singapore or other jurisdictions.

Experience and Expertise of the Boards of the Managers

Information on the business and working experience of the Directors of the Managers are set out below.

Howard Wu was appointed as the Non-Independent Non-Executive Chairman of the Managers on 30 August 2018.

Mr Wu is the co-founder and Principal of the Sponsor. Together with Taylor Woods, the proposed Non-Independent Non-Executive Director and Deputy Chairman of the Managers, he co-founded the Sponsor in 2008. He has over 10 years of real estate acquisition and development experience, with an emphasis on the densely populated California market. Mr Wu's expertise and niche is acquiring undervalued and mismanaged hospitality assets and dramatically increasing the value of these properties through repositioning, asset enhancement and professional management.

Mr Wu has completed numerous ground up real estate acquisitions and developments, including securing and enhancing the entitlement of raw land; developing residential subdivisions, apartment complexes, and condominium towers; building commercial, retail, entertainment, restaurant, hotels and destination complexes; designing and planning commercial properties and commerce centres from the ground up; overseeing all contractors, consultants, architects, engineers, planners designers; and working closely with cities and municipalities to enhance communities. He emphasises a 'value-add' approach across real estate investments, including repurposing spaces to capture additional revenue opportunities, renovating and rebranding properties where a better fit with the local market and demographic exists, securing key group contracts and implementing other revenue management initiatives, and pursuing cost mitigation opportunities such as through the renegotiation or buyout of significant leases. As co-founder and Principal of the Sponsor, Mr Wu has demonstrated capability to grow the Sponsor by significantly expanding its portfolio when markets are slowing or declining, as well as to develop and acquire targeted assets in strategic markets when markets are expanding or recovering.

Mr Wu holds a Bachelor of Science in Electrical Engineering from University of California, Los Angeles.

Taylor Woods was appointed as the Non-Independent Non-Executive Deputy Chairman of the Managers on 30 August 2018.

Mr Woods is the co-founder of the Sponsor and EHT and is a Principal of the Sponsor. He has over 22 years of real estate experience in the US. Together with Howard Wu, the proposed Non-Independent Non-Executive Chairman of the Managers, he co-founded the Sponsor in 2008. In that capacity, Mr Woods's primary focus has been to build and to foster relationships with financial institutions, lenders and bankers, franchisors and affiliated companies, analysts, consultants and advisors, and in overseeing the corporate identity and strategic direction of the company. He also has been primarily responsible for execution of growth strategies, maintaining and developing strategic partnerships, oversight of corporate agenda and responsibilities, and ensuring consistency in core values, business responsibilities, and enterprise objectives from 2006 to 2011, he was president of Genpact Mortgage Services, LLC, a subsidiary of Genpact Limited (formerly GE Capital International Services). Genpact Mortgage Services, LLC is a mortgage technology and origination outsourcing company in the United States, which provided end-to-end outsourced mortgage services, offering a comprehensive origination and secondary marketing solution on a private-label basis to more than 50 banks across the US. From 1996 to 2006, he was co-founder and principal of Moneyline Lending Services, LLC, a real estate-focused banking, technology, and outsourcing firm, and was responsible for developing leading edge technology designed to support the outsourcing and fulfilment needs for a range of banking and financial institution clients, and for their customers, across the United States, and which he ultimately sold.

Mr Woods holds a Bachelor of Arts from Brigham Young University.

Davy Lau was appointed as the Lead Independent Director and an Independent Non-Executive Director of the Managers on 16 April 2019.

Mr Lau is an independent non-executive director, the lead independent director and the chairman of the nominating and remuneration committee of Manulife US Real Estate Management Pte. Ltd. (the manager of Manulife US REIT) (SGX:BTOU) which is listed on the Main Board of the SGX-ST and is the first pure-play U.S. office REIT listed in Asia; as well as a non-executive director and member of the audit committee, nomination committee and remuneration committee of International Housewares Retail Company Limited, a company listed on the Main Board of the Stock Exchange of Hong Kong ("**HKEX**") (HKG:1373). Previously, Mr Lau was an independent non-executive director and non-executive chairman of AL Group Limited, a company listed on the Growth Enterprise Market of the HKEX (HKG:8360) and a non-executive director and chairman of the compensation committee of HiSoft Technology International Ltd, which was listed on the Nasdaq Stock Market (NASDAQ: HSFT).

Mr Lau is currently the Founder and Chairman of DGL Group Inc., which was founded in 2006 and focuses on investing directly in businesses that help individuals, organisations and communities achieve a sustainable, delicious and gracious life. He is a board member of Make-A-Wish Foundation Singapore, Hong Kong – ASEAN Economic Cooperation Foundation and Japan Home (Retail) Pte Ltd; a member of the Board of Governors of United World College South East Asia and a resource panel member of private equity firm, Credence Partners Pte Ltd. Mr Lau started his career at Computervision Corporation in the early 1980s, where he sold and implemented numerous CAD/CAM systems in the Asia-Pacific region, including some of the first CAD/CAM systems ever installed in China. Between 1988 and 1990, he was the vice president of Citigroup's Information Business in Japan, where he marketed real-time online financial information services to major corporations as well as financial institutions in Japan. Mr Lau served as GTECH's General Manager in Asia, where he marketed and managed the ongoing operations of various large-scale public gaming outsourcing projects in Asia between 1991 and 1994. From 1994 to 2011, Mr Lau was with Egon Zehnder International and was elected as global partner in 2000, where he recruited CEOs and their top management teams on behalf of global multinational and Asian clients. He was the firm's Singapore Managing Partner for 10 years and later focused on serving Japanese clients in Asia as well as board consulting.

Mr Lau is trilingual in Japanese, English and Mandarin. He received a Bachelor of Arts from Tokyo University of Foreign Studies in 1979 and a Master of Economics from Hitotsubashi University in Tokyo in 1981.

Tarun Kataria was appointed as an Independent Non-Executive Director of the Managers on 16 April 2019.

Mr Kataria is also an Independent Non-Executive Director of HSBC Bank (Singapore) Limited where he also the Chairman of its Audit Committee. He is also an Independent Non-Executive Director of Mapletree Logistics Trust Management Pte. Ltd. (the manager of Mapletree Logistics Trust) and Jubilant Pharma Ltd. He is also on the boards of three Indian listed companies, Westlife Development Ltd, Poddar Housing and Development Ltd and Sterlite Investment Managers Limited (the manager for India Grid Trust).

Between 2010 and 2013, Mr Kataria was the Chief Executive Officer, India of Religare Capital Markets Ltd. Prior to joining Religare Capital Markets, Mr Kataria held various senior positions within HSBC Group from 1998 to 2010, which included the roles of Chief Executive Officer, Global Banking and Markets, at The Hongkong and Shanghai Banking Corporation Limited (India), Vice-Chairman of HSBC Securities and Capital Markets (India) Private Limited, Non-Executive Director of HSBC InvestDirect (India) Limited and Managing Director, Asia Head of Institutional Sales, HSBC Global Markets based in Hong Kong.

Mr Kataria holds a Master of Business Administration (Finance) from The Wharton School, University of Pennsylvania. He is a Chartered Accountant of Institute of Chartered Accountants of India. His charitable giving is directed at environmental protection and the health and education of girl children.

Tan Wee Peng Kelvin was appointed as an Independent Non-Executive Director of the Managers on 16 April 2019. He is also the Chairman of the audit and risk committee of the REIT Manager (the “**REIT Manager Audit and Risk Committee**”).

Since 2016, Mr Tan has been an Adjunct Associate Professor at NUS Business School. Prior to that, he was the Managing Director of a private investment vehicle, GBE Holdings Pte Ltd, a position which he held since 2008. Prior to this, Mr Tan held senior management positions, including the position of President of AETOS Security Management Pte Ltd from 2004 to 2008 and Global Head of Business Development and Chief Executive Officer, India of PSA International Ltd from 2003 to 2004. From 1996 to 2003, Mr Tan was with Temasek Holdings, where his last held position was as Managing Director of its Private Equity Funds Investment Unit.

Mr Tan is a member of the Singapore Institute of Directors and the Institute of Management Consultants (Singapore). He is also a Fellow and the Secretary of the Institute of Singapore Chartered Accountants. Mr Tan is an independent Director and Chairman of the Audit Committees for IREIT Global Group Pte. Ltd. (the manager of IREIT Global), Sabana Real Estate Investment Management Pte. Ltd. (the manager of Sabana Shari’ah Compliant REIT), Viking Offshore and Marine Ltd and UnUsUaL Limited. Mr Tan is also a non-executive Director of Global Investments Limited.

Mr Tan holds a Degree of Bachelor of Accountancy (First Class Honours) from the National University of Singapore and a Master of Business Administration from the same university.

Carl Gabriel Florian Stubbe was appointed as an Independent Non-Executive Director of the Managers on 16 April 2019. He is also the Chairman of the Nominating and Remuneration Committee of the REIT Manager.

Mr Stubbe is currently the Senior Vice President, Investment Sales, Asia Hotels & Hospitality Group of Jones Lang LaSalle Property Consultants Pte Ltd.

From 2017 to 2018, Mr Stubbe served as Chief Corporate Development Officer of OUE Limited. Concurrently, Mr Stubbe has been Chief Executive Officer of Peredigm Private Limited, a company involved in packaging and marketing excess capacity for asset-heavy businesses since 2013. He founded the company and has been responsible for its overall strategic direction. Prior to founding Peredigm Private Limited, Mr Stubbe was with Bank Julius Baer Singapore, where his last held position was Director, Private Banking. From 2009 to 2010, he was Chief Executive Officer of The Gaia Hotels, and from 2006 to 2008 he was with Grove International Partners LLP, a global real estate private equity firm, where his last held position was Vice President. In 2006, Mr Stubbe was with Colony Capital Asia, Ltd., a private international investment firm focusing primarily on real estate-related assets and operating companies, and from 2003 to 2005 he was with Global Hyatt Corporation in Chicago, U.S., where his last held position was Manager of Acquisitions and Development.

He has served as the non-executive chairman of Bowsprit Capital Corporation Limited, the manager of First Real Estate Investment Trust, and was previously also an independent director of OUE Commercial REIT Management Pte. Ltd., the manager of OUE Commercial Real Estate Investment Trust.

Mr Stubbe graduated from the University of Massachusetts, U.S., with a Bachelor of Arts degree in English and holds a Master of Business Administration from Johnson and Wales University, U.S..

Salvatore G. Takoushian was appointed as the Executive Director and Chief Executive Officer and President of the Managers on 16 April 2019.

Together with Howard Wu and Taylor Woods, Mr Takoushian was integral to the founding and establishment of the Managers and EHT. As the key person spearheading the listing and strategic direction of EHT, Mr Takoushian was responsible for assembling the management team and was actively involved in the establishment of the debt syndicate and the equity syndicate for the IPO of EHT. Mr Takoushian has over 16 years of experience in investment banking with extensive experience advising lodging and real estate companies in strategic and financial matters. During his career, he has managed the execution of public and private capital raises in excess of US\$25 billion, including significant US REIT IPO experience, and more than US\$20 billion of merger and acquisition transactions. His experience encompasses mergers and acquisitions, joint ventures, asset/portfolio divestitures and has led many financing transactions including debt and equity. Prior to joining the Managers, he was Managing Director at Jefferies LLC from 2015 to 2018 and headed the company's global lodging investment banking business with a focus on public REITs, global private equity sponsors and private real estate and lodging companies. While at Jefferies, Mr Takoushian also played a role in advising the Founders in relation to part of the Initial Portfolio. From 2004 to 2015, he was with Citigroup Global Markets Inc. where his last held position was Director, Investment Banking and where he maintained similar responsibilities.

Mr Takoushian holds a Bachelor of Science in Business Administration with concentrations in Finance and Accounting from Boston University where he graduated Magna Cum Laude.

Save for Howard Wu, Taylor Woods, and Salvatore G. Takoushian, for whom appropriate arrangements have been made to orientate each of them in acting as a director of the manager of a publicly-listed REIT, each of the Directors of the REIT Manager has served as a director of a public-listed company and/or manager of a publicly-listed REIT or business trust and has appropriate experience to act as Directors of the REIT Manager and are familiar with the rules and responsibilities of a director of a publicly-listed company and/or manager or trustee-manager of a publicly-listed REIT or business trust.

List of Present and Past Principal Directorships of the REIT Manager Directors

A list of the present and past directorships of each REIT Manager Director of the REIT Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, "List of Present and Past Principal Directorships of Directors and Executive Officers of the Managers".

Executive Officers of the REIT Manager

The executive officers of the REIT Manager are entrusted with the responsibility for the daily operations of the REIT Manager. The following table sets forth information regarding the executive officers of the REIT Manager:

Name	Age	Address	Position
Salvatore G. Takoushian	38	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Chief Executive Officer and President
John Bovian Jenkins Jr	59	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Chief Operating Officer
Cheah Zhuo Yue, Joel	35	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Senior Vice President of Finance
Goh Lilian	44	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Head of Investor Relations

Roles and Responsibilities of the Executive Officers of the REIT Manager

The **Chief Executive Officer and President** of the REIT Manager is responsible for working with the REIT Manager Board to determine the overall business, investment and operational strategies for EH-REIT. The Chief Executive Officer and President will also work with the other members of the management team of the REIT Manager and the Master Lessees to ensure that the business, investment and operational strategies of EH-REIT are carried out as planned. In addition, the Chief Executive Officer and President is responsible for the overall management and planning of the strategic direction of EH-REIT, including overseeing the acquisition of hospitality and hospitality-related assets and asset and property management strategies for EH-REIT.

The **Chief Operating Officer** is responsible for the asset management functions of the REIT Manager, in particular, the formulating business plans in relation to EH-REIT's properties, and with a view to maximising the rental income of EH-REIT. The Chief Operating Officer will ensure that the asset manager works closely with the Master Lessees to implement EH-REIT's strategies to maximise the income generation potential and minimise the expense base of the properties without compromising their marketability.

The **Senior Vice President of Finance** of the REIT Manager is responsible for the finances of EH-REIT. A key role of the Senior Vice President of Finance is to focus, monitor and report on the financial performance of EH-REIT. The Senior Vice President of Finance is also responsible for the preparation of statutory accounts, co-ordination with external auditors, managing tax affairs and treasury matters, and preparation of performance reports for investors and regulators.

The **Head of Investor Relations** of the REIT Manager is responsible for facilitating communications and liaising with Stapled Securityholders. This includes producing annual reports to the Stapled Securityholders and ensuring compliance by EHT with the reporting requirements under the Listing Manual and the law. The key role of the Head of Investor Relations is to maintain continuous disclosure and transparent communications with Stapled Securityholders and the market.

Experience and Expertise of the Executive Officers of the REIT Manager

Information on the working experience of the executive officers of the REIT Manager is set out below.

Salvatore G. Takoushian is the Chief Executive Officer and President of the REIT Manager. Details of his experience are set out above.

John Bovian Jenkins Jr is the Chief Operating Officer of the REIT Manager.

Mr Jenkins has over 35 years of experience in the hospitality sector in the United States. Prior to joining the REIT Manager, he was Vice President, Asset Management and Operations with Urban Commons, LLC since 2016, and was responsible for overseeing the day-to-day operations of the hotels in the USHI Portfolio. From 2012 to 2016, he was with Evolution Hospitality working at The Queen Mary Long Beach as Hotel Manager before being promoted to General Manager. From 2007 to 2011, he was Vice President and Hotel Manager with Gaylord National Resort and Convention Center where he managed the operations of the hotel and convention centre. From 1983 to 2007, he has held numerous positions in operations, sales and marketing, revenue management at various Marriott hotels across the United States, including as Resident Manager at New York Marriott Marquis, General Manager at Trenton Marriott in New Jersey and Assistant General Manager at Marriott at Metro Center in Washington D.C. From 2010, Mr Jenkins also started and ran his own hospitality consultancy under Sydjul Hospitality, LLC, and his clients included The Peterson Companies, the developer of the National Harbor, Maryland. Sydjul

Hospitality LLC is expected to be dormant and Mr John Jenkins will not be actively marketing and growing the business of Sydjul Hospitality LLC while he is a full-time employee of the Managers.

Mr Jenkins currently sits on the Executive Board of the Convention and Visitors Bureau of Long Beach.

Cheah Zhuo Yue, Joel is the Senior Vice President of Finance of the REIT Manager.

Mr Cheah has over 11 years of experience in finance and investments. Prior to joining the REIT Manager, between 2016 to 2017, he was with a proposed REIT manager and a proposed trustee-manager seeking potential listings of a REIT and business trust respectively, on the SGX-ST, where his roles encompassed treasury and financing and investor relations matters. From 2011 to 2016, he was Treasurer at Cambridge Industrial Trust Management, the REIT manager of Cambridge Industrial Trust (now known as ESR-REIT) where he was responsible for all treasury matters and portfolio risk management for the REIT. Prior to that, he has also held roles with Sumitomo Mitsui Banking Corporation, Phillip Futures Pte. Ltd. and iFAST Corporate Pte. Ltd., with experience in strategic planning and investment research.

Mr Cheah holds a Degree of Bachelor of Business from Nanyang Technological University and a Master of Science (Real Estate) from National University of Singapore. He is also a Chartered Financial Analyst.

After making all reasonable enquiries, and to the best of their knowledge and belief, nothing has come to the attention of the members of the REIT Manager's Audit and Risk Committee to cause them to believe that Mr Cheah does not have the competence, character and integrity expected of a Senior Vice President of Finance of the REIT Manager. The REIT Manager's Audit and Risk Committee is of the opinion that Mr Cheah is suitable as the Senior Vice President of Finance on the basis of his qualifications and relevant past experience. Mr Cheah has also confirmed that he is sufficiently familiar with the operations of EH-REIT and/or properties comprising the Initial Portfolio. In addition, as Senior Vice President of Finance, Mr Cheah's responsibilities encompass overseeing all the financial aspects of EH-REIT, including monitoring and reporting on financial performance, preparation of accounts and financial reports and managing tax and treasury matters and his role is similar to that of a CFO. Accordingly, the Audit Committee is of the opinion that Mr Cheah's suitability as Senior Vice President of Finance is in compliance with Rule 610(6).

Goh Lilian is the Head of Investor Relations of the REIT Manager.

Ms Goh has more than 20 years of experience in marketing and corporate communications and investor relations. Prior to joining the REIT Manager, she was with OUE Hospitality REIT Management Pte. Ltd., the REIT manager of OUE Hospitality Trust, where she was Senior Vice President, Investor Relations from 2013 to 2018. Prior to that, she was with The Ascott Group for more than nine years from 2004 to 2013, where she was part of the team that listed Ascott Residence Trust in 2006. As Vice President of Investor Relations for Ascott Residence Trust Management Limited, she was responsible for managing communications and investor relations for Ascott REIT's investment activities and equity fund raising exercises. She was also the Investor Relations Manager for The Ascott Group from 2004 until 2008.

Ms Goh holds a Degree of Bachelor of Communication Studies with Honours and a Master of Business Administration both from Nanyang Technological University.

List of Present and Past Principal Directorships of the Executive Officers of the REIT Manager

A list of the present and past directorships of each Executive Officer of the REIT Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, "List of Present and Past Principal Directorships of Directors and Executive Officers of the Managers".

Remuneration of the Chief Executive Officer and President

On the Listing Date, the Chief Executive Officer and President will receive from the Founders, an aggregate of such number of Consideration Stapled Securities equivalent to US\$8 million in value, being 10,256,000 Stapled Securities representing 1.2% of the total number of Stapled Securities in issue. Such Consideration Stapled Securities received by the Chief Executive Officer and President takes into account his compensation for 2018 and his IPO-related bonuses, which shall be borne by the Founders (by way of the Vendors directing that such number of Consideration Stapled Securities be issued to SPV5, which is wholly-owned by the Chief Executive Officer and President) and not by EHT or the Stapled Securityholders. All equity awards granted to the Chief Executive Officer and President shall be subject to the restrictions under the lock-up arrangements set out in "Plan of Distribution – Lock-up Arrangements" of this Prospectus. In addition, the Chief Executive Officer and President has also agreed with the Founders that he will not dispose of his interest in Stapled Securities equivalent to US\$3 million in value, being 3,846,153 Stapled Securities representing 0.4% of the total number of Stapled Securities in issue, until the date falling two years after the Listing Date, unless his employment is terminated without cause or if he resigns for good reason in which case he will be entitled to sell such Stapled Securities upon such termination or resignation. For the avoidance of doubt, all remuneration and compensation payable to the Chief Executive Officer and President post-listing shall be borne by the Managers.

Compliance Officer

The REIT Manager has outsourced the compliance function to Deloitte & Touche Enterprise Risk Services Pte. Ltd. ("**Deloitte**"). Deloitte will report to the Chief Executive Officer and President, and the duties under the compliance function include:

- assisting the REIT Manager in putting in place suitable compliance processes to ensure that the REIT Manager fulfils the compliance requirements under the SFA, the CIS Code (including the Property Funds Appendix), the Listing Manual, the CMS Licence, and all applicable laws, regulations and guidelines, as well as updating the Directors, the Chief Executive Officer and President, Executive Officers, and employees of the REIT Manager on such compliance requirements;
- preparing returns to the MAS as required under the SFA (including those required by the CMS Licence);
- highlighting any deficiencies or making recommendations with respect to the REIT Manager's compliance processes;
- assisting in the application process for the appointment of new directors to the Board; and
- assisting in any other matters concerning compliance with the SFA, the CIS Code (including the Property Funds Appendix), the Listing Manual, the CMS Licence and all applicable laws, regulations and guidelines.

Deloitte may also be engaged to provide regulatory compliance advice from time to time as may be required by the REIT Manager. Deloitte will carry out the above compliance activities and the REIT Manager is responsible for ensuring compliance with all applicable laws, regulations and guidelines. The REIT Manager may, if it considers necessary, directly employ a compliance officer in the future.

Company Secretary of the REIT Manager

The company secretary of the REIT Manager is Ms Toh Lei Mui. She is an Associate Member of the Singapore Association of the Institute of Chartered Secretaries & Administrators (SAICSA). The role of the Company Secretary include the following:

- ensuring that board procedures of the REIT Manager Board are followed;
- ensuring, under the direction of the Chairman, good information flows within the REIT Manager Board and its board committees and between the management and the Non-Executive Directors;
- assisting the REIT Manager with corporate secretarial administration matters for the REIT Manager, both in its personal capacity and in its capacity as manager of EH-REIT, including attending all board meetings;
- assisting in the application process for the appointment of new directors to the REIT Manager Board and Trustee-Manager Board; and
- assisting the REIT Manager in preparing the announcements and notifications to be uploaded on the SGXNET as required under the Listing Manual.

EH-BT

Management Reporting Structure of the Trustee-Manager



The Trustee-Manager Board

As at the Listing Date, the Trustee-Manager Directors comprise of seven members who are also Directors of the REIT Manager. The following table sets forth information regarding the directors of the Trustee-Manager:

Name	Age	Address	Position
Howard Wu	36	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Non-Independent Non-Executive Chairman
Taylor Woods	47	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Non-Independent Non-Executive Deputy Chairman
Davy Lau	64	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Lead Independent Director and an Independent Non-Executive Director
Tarun Kataria	60	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Independent Non-Executive Director
Tan Wee Peng Kelvin	54	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Independent Non-Executive Director
Carl Gabriel Florian Stubbe	43	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Independent Non-Executive Director
Salvatore G. Takoushian	38	c/o 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623	Executive Director and Chief Executive Officer and President

As at the Latest Practicable Date, none of the Trustee-Manager Directors has any family relationship with or is related to one another, the executive officer of the Trustee-Manager, any employees of the Trustee-Manager upon whose work Eagle Hospitality Trust is dependent on, is related to any Substantial Shareholder of the Managers or any Stapled Securityholder as at the Listing Date.

As EH-BT will be dormant as at the Listing Date, no compensation is payable to the Directors of the Trustee-Manager.

(See “– The REIT Manager Board – Experience and Expertise of the Boards of the Managers” for further details.)

List of Present and Past Principal Directorships of the Trustee-Manager Directors

A list of the present and past directorships of each Trustee-Manager Director of the Trustee-Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, “List of Present and Past Principal Directorships of Directors and Executive Officers of the Managers”.

Save for Howard Wu, Taylor Woods, and Salvatore G. Takoushian, for whom appropriate arrangements have been made to orientate him in acting as a director of the trustee-manager of a publicly-listed business trust, each of the Directors of the Trustee-Manager has served as a director of a public-listed company and/or manager of a publicly-listed REIT or business trust and has appropriate experience to act as Directors of the Trustee-Manager and are familiar with the rules and responsibilities of a director of a publicly-listed company and/or manager or trustee-manager of a publicly-listed REIT or business trust.

Pursuant to Rule 210(5)(a) of the Listing Manual, a director who has no prior experience as a director of an issuer listed on the SGX-ST (“**First-time Director**”) must undergo mandatory training with the Singapore Institute of Directors in the roles and responsibilities of a director of a listed issuer as prescribed by the SGX-ST, by the end of the first year of EHT’s listing (“**Mandatory Training**”). In this regard, Howard Wu, Taylor Woods, and Salvatore G. Takoushian are First-time Directors who will attend Mandatory Training within the period permitted under the Listing Manual.

Executive Officers of the Trustee-Manager

As at the Listing Date, the executive officer of the Trustee-Manager shall comprise the Chief Executive Officer and President, Salvatore G. Takoushian, who is also the Chief Executive Officer and President of the REIT Manager.

(See “– Executive Officers of the REIT Manager – Experience and Expertise of the Executive Officers of the REIT Manager” and Appendix H, “List of Present and Past Principal Directorships of Directors and Executive Officers of the Managers” for further details.)

As EH-BT will be dormant as at the Listing Date, no compensation is payable to the Chief Executive Officer and President of the Trustee-Manager.

Employees of the Trustee-Manager

There is one employee employed by the Trustee-Manager being the Chief Executive Officer and President, Salvatore G. Takoushian. As at the date of this Prospectus, the current employee is based in Singapore and is not unionised.

Remuneration of the Directors and Executive Officers of the Trustee-Manager

As EH-BT will be dormant as at the Listing Date, no compensation is payable to the directors and executive officers of the Trustee-Manager.

Service Agreements

None of the members of the Trustee-Manager Board has entered or proposed to enter into service agreements with the Trustee-Manager or any subsidiary or subsidiary entity of EHT which provide for benefits upon termination of employment. However, please refer to “Management and Corporate Governance – EHT – Remuneration of the Chief Executive Officer and President” for further details of the remuneration package of the Chief Executive Officer and President of the Managers.

Company Secretary of the Trustee-Manager

The company secretary of the Trustee-Manager, Ms Toh Lei Mui, is also the company secretary of the REIT Manager. She is an Associate Member of the Singapore Association of the Institute of Chartered Secretaries & Administrators (“**SAICSA**”).

The roles of the Company Secretary include the following:

- ensuring that board procedures of the Trustee-Manager Board are followed;

- assisting the Trustee-Manager with corporate secretarial administration matters for the Trustee-Manager, both in its personal capacity and in its capacity as manager of EH-BT, including attending all board meetings; and
- assisting the Trustee-Manager in preparing the announcements and notifications to be uploaded on the SGXNET as required under the Listing Manual.

EH-REIT

The Key Roles of the REIT Manager Board

The key roles of the REIT Manager Board are to:

- guide the corporate strategy and directions of the REIT Manager;
- ensure that senior management discharges business leadership and demonstrates the highest quality of management skills with integrity and enterprise;
- oversee the proper conduct of the REIT Manager; and
- ensure that measures relating to corporate governance, financial regulations and other required policies are in place and enforced.

The REIT Manager Board will meet to review the key activities and business strategies of EH-REIT. The REIT Manager Board intends to meet regularly, at least once every three months, to deliberate the strategic policies of EH-REIT, including acquisitions and disposals, approval of the annual budget and review of the performance of EHT.

Each Director of the REIT Manager has been appointed on the basis of his professional experience and his potential to contribute to the proper guidance of EH-REIT. The Directors of the REIT Manager will contribute in different ways to further the interests of EH-REIT.

The REIT Manager Board intends to approve a set of internal controls which sets out approved limits for capital expenditure, investments and divestments, and borrowings as well as arrangements in relation to cheque signatories. In addition, sub-limits are also delegated to various management levels to facilitate operational efficiency.

The REIT Manager Board, in concurrence with the REIT Manager Audit and Risk Committee, is of the opinion that the internal controls as further described in:

- “Management and Corporate Governance – EHT – The Key Roles of the REIT Manager Board”;
- “Management and Corporate Governance – EHT – Compliance Officer”;
- “Management and Corporate Governance – EH-REIT – Corporate Governance of the REIT Manager – The REIT Manager Board”;
- “Management and Corporate Governance – EH-REIT – Corporate Governance of the REIT Manager – The REIT Manager Audit and Risk Committee”;
- “Management and Corporate Governance – EH-REIT – Corporate Governance of the REIT Manager – Dealings in Stapled Securities or, as the case may be, EH-REIT Units”;
- “Management and Corporate Governance – EH-REIT – Corporate Governance of the REIT Manager – Management of Business Risk”;

- “Management and Corporate Governance – EH-REIT – Corporate Governance of the REIT Manager – Potential Conflicts of Interest”;
- “Management and Corporate Governance – EH-REIT – Related Party Transactions – The REIT Manager’s Internal Control System”;
- “Management and Corporate Governance – EH-REIT – Related Party Transactions – Role of the REIT Manager Audit and Risk Committee for Related Party Transactions”;
- “Management and Corporate Governance – EH-REIT – Related Party Transactions – Related Party Transactions in Connection with the Setting Up of EH-REIT and the Offering”;
- “Management and Corporate Governance – EH-REIT – Related Party Transactions – Other Related Party Transactions”;
- “Management and Corporate Governance – EH-REIT – Related Party Transactions – Exempted Agreements”; and
- “Management and Corporate Governance – EH-REIT – Related Party Transactions – Future Related Party Transactions”;

are adequate in addressing financial, operational and compliance risks faced by EH-REIT.

Changes to regulations and accounting standards are monitored closely by the members of the REIT Manager Audit and Risk Committee (see “Management and Corporate Governance – EH-REIT – The REIT Manager Audit and Risk Committee” for further details). To keep pace with regulatory changes, where these changes have an important bearing on the disclosure obligations of the REIT Manager or its Directors, the REIT Manager Directors will be briefed either during the meetings of the REIT Manager Board or at specially convened sessions involving the relevant professionals. The management will also provide the REIT Manager Board with complete and adequate information in a timely manner through regular updates on financial results, market trends and business developments.

Four Directors of the REIT Manager comprising more than half of the REIT Manager Board of seven directors are non-executive and independent of the management. This enables the management to benefit from their external, diverse and objective perspective on issues that are brought before the REIT Manager Board. It would also enable the REIT Manager Board to interact and work with the management through a robust exchange of ideas and views to help shape the strategic process.

The positions of Chairman of the REIT Manager Board and Chief Executive Officer and President of the REIT Manager are held by two different individuals in order to maintain effective checks and balances. The Chairman of the REIT Manager Board is Howard Wu, while the Chief Executive Officer and President is Salvatore G. Takoushian. Howard Wu is also the Chairman of the Trustee-Manager Board.

There is a clear separation of the roles and responsibilities between the Chairman and the Chief Executive Officer and President of the REIT Manager. The Chairman is responsible for the overall management of the REIT Manager Board as well as ensuring that the members of the REIT Manager Board and the management work together with integrity and competency, and that the REIT Manager Board engage the management in constructive debate on strategy, business operations, enterprise risk and other plans. The Chief Executive Officer and President has full executive responsibilities over the business directions and operational decisions in the day-to-day management of the REIT Manager.

The REIT Manager Board has separate and independent access to senior management and the company secretary at all times. The company secretary attends to corporate secretarial administration matters and attends all Board meetings. The REIT Manager Board also has access to independent professional advice where appropriate and whenever requested.

EH-REIT

Roles and Responsibilities of the REIT Manager in relation to management of EH-REIT

The REIT Manager has general powers of management over the assets of EH-REIT. The REIT Manager's main responsibility is to manage EH-REIT's assets and liabilities for the benefit of the holders of EH-REIT Units.

The REIT Manager is responsible for formulating the business plans in relation to EH-REIT's properties. The REIT Manager will work closely with the Hotel Managers through the Master Lessees to implement EH-REIT's strategies. Further, the REIT Manager will set the strategic direction of EH-REIT and give recommendations to the REIT Trustee on the acquisition, divestment or enhancement of assets of EH-REIT in accordance with its stated investment strategy.

The REIT Manager is required under paragraph 4 of the Property Funds Appendix to hold an annual general meeting once in every calendar year and not more than 15 months after the holding of the last preceding annual general meeting, but so long as EH-REIT holds its first annual general meeting within 18 months of its date of authorisation, it need not hold it in the year of its constitution or in the following year.

The REIT Manager has covenanted in the EH-REIT Trust Deed to use its best endeavours to carry on and conduct its business in a proper and efficient manner, to ensure that EH-REIT is carried on and conducted in a proper and efficient manner and to conduct all transactions with or for EH-REIT at arm's length and on normal commercial terms.

The REIT Manager will also be responsible for ensuring that EH-REIT complies with the applicable provisions of the SFA and all other relevant legislation, the Listing Manual, the CIS Code (including the Property Funds Appendix), the EH-REIT Trust Deed, the Stapling Deed, the CMS Licence and all relevant contracts.

The REIT Manager may require the REIT Trustee to:

- while the EH-REIT Units and EH-BT Units are stapled together, lend monies to EH-BT out of the EH-REIT Deposited Property whenever the REIT Manager considers, among other things, that such lending is necessary or desirable in order to further the interests of the Stapled Securityholders as a whole; and
- borrow on behalf of EH-REIT (upon such terms and conditions as the REIT Manager deems fit, including the charging or mortgaging of all or any part of the EH-REIT Deposited Property) whenever the REIT Manager considers, among other things, that such borrowings are necessary or desirable in order to enable the REIT Trustee to meet any liabilities or whenever the REIT Manager considers it desirable that monies be borrowed or raised to:
 - finance the acquisition of any Authorised Investments, directly or indirectly, through SPVs; or
 - finance the repurchase and/or redemption of EH-REIT Units by the REIT Manager;
 - finance the distributions of EH-REIT; or
 - finance the on-lending of monies to EH-BT for the purpose of furthering the interests of Stapled Securityholders as a whole.

However, the REIT Manager must not direct the REIT Trustee to incur a borrowing, if to do so, would mean that EH-REIT's total borrowings exceed the Aggregate Leverage limit of 45.0% of the value of the EH-REIT Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash, in EH-REIT Units or, as the case may be, Stapled Securities).

In the absence of fraud, gross negligence, wilful default or breach of the EH-REIT Trust Deed or the Stapling Deed by the REIT Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith under the EH-REIT Trust Deed. In addition, the REIT Manager shall be entitled, for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as manager of EH-REIT, to have recourse to the EH-REIT Deposited Property or any part thereof save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of the EH-REIT Trust Deed or breach of trust by the REIT Manager. The REIT Manager may, in managing EH-REIT and in carrying out and performing its duties and obligations under the EH-REIT Trust Deed, with the written consent of the REIT Trustee, appoint such persons to exercise any or all of its powers and discretions and to perform all or any of its obligations under the EH-REIT Trust Deed, provided always that the REIT Manager shall be liable for all acts and omissions of such persons as if such acts and omissions were its own.

Fees Payable to the REIT Manager

Management fees payable to the REIT Manager

The REIT Manager is entitled under the EH-REIT Trust Deed to the following management fees:

- a Base Fee not exceeding 10.0% per annum of EH-REIT's Annual Distributable Income (calculated before accounting for the Base Fee and the Performance Fee); and
- a Performance Fee of 25.0% of the difference in DPS in a financial year with the DPS in the preceding 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 Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-REIT Trust Deed).

The Performance Fee is payable if the DPS in any financial year exceeds the DPS in the preceding financial year, notwithstanding that the DPS in the financial year where the Performance Fee is payable may be less than the DPS in the financial year prior to the preceding financial year.

For the avoidance of doubt, where the DPS in a financial year is less than the DPS in any preceding financial year, the REIT Manager shall not be required to return any Performance Fee paid to it in any preceding financial year.

For the purpose of the computation of the Performance Fee only, the DPS shall be calculated based on all income of EHT arising from the operations of EHT, such as, but not limited to, rentals, interest, dividends, divestment gains (to the extent it is distributed to Stapled Securityholders) and other similar payments or income arising from the Authorised Investments (as defined herein) of EHT.

For each of Forecast Period 2019 and Projection Year 2020, the difference in DPS shall be the difference in actual DPS in such financial period or financial year with the projected DPS, as set out in the Profit Forecast and Profit Projection.

The REIT Manager may elect to receive the Base Fee and Performance Fee in the form of cash and/or Stapled Securities or, as the case may be, EH-REIT Units (as the REIT Manager may elect), in such proportions as may be determined by the REIT Manager.

Where the Base Fee and the Performance Fee are payable in the form of Stapled Securities or, as the case may be, EH-REIT Units, such payment shall be made within 30 days of the last day of every calendar quarter (in relation to the Base Fee) and every financial year (in relation to the Performance Fee), or such longer period as the REIT Manager may determine in the event that the Base Fee and/or Performance Fee cannot be computed within 30 days of the last day of the relevant period), in arrears.

Where the Base Fee and the Performance Fee is payable in the form of cash, such payment shall be made within 30 days of the last day of every calendar month (in relation to the Base Fee) or FY (in relation to the Performance Fee) or such other period as the REIT Manager may determine (or such longer period as the REIT Manager may determine in the event that the Base Fee cannot be computed within 30 days of the last day of the relevant period), in arrears and in the event that cash is not available to make the whole or part of such payment, then payment of such Base Fee or Performance Fee due and payable to the REIT Manager shall be deferred to the next calendar month when cash is available.

Any increase in the rate or any change in the structure of the REIT Manager's management fees must be approved by an Extraordinary Resolution at a meeting of the holders of EH-REIT Units duly convened and held in accordance with the provisions of the EH-REIT Trust Deed. For the avoidance of doubt, the REIT Manager's change in its election to receive cash or EH-REIT Units or a combination of cash and EH-REIT Units is not considered as a change in structure of the REIT Manager's management fees.

Acquisition fee and divestment fee payable to the REIT Manager

The REIT Manager is also entitled to:

- an acquisition fee of 0.75% for acquisitions from Related Parties and 1.0% for all other cases (or such lower percentage as may be determined by the REIT Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting):
 - (i) in the case of an acquisition of real estate, the acquisition price of any real estate purchased by EH-REIT, whether directly or indirectly through one or more SPVs, plus any other payments¹ in addition to the acquisition price made by EH-REIT or its SPV to the vendor in connection with the purchase of the real estate (pro-rated, if applicable, to the proportion of EH-REIT's interest);
 - (ii) in the case of an acquisition of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate, purchased by EH-REIT, whether directly or indirectly through one or more SPVs, plus any other payments¹ made by EH-REIT or its SPVs to the vendor in connection with the purchase of such equity interests (pro-rated, if applicable, to the proportion of EH-REIT's interest); or

1 "other payments" refer to additional payments to the vendor of the real estate, for example, where the vendor has already made certain payments for enhancements to the real estate, and the value of the asset enhancements are not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-REIT acquires a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity paid by EH-REIT as purchase price and any debt of the special purpose company.

- (iii) the acquisition price of any investment purchased by EH-REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.
- a divestment fee of 0.5% of any of the following as is applicable (subject to there being no double-counting):
 - (i) in the case of a sale of real estate, the sale price of any real estate sold or divested by EH-REIT, whether directly or indirectly through one or more SPVs, plus any other payments¹ in addition to the sale price received by EH-REIT or its SPVs from the purchaser in connection with the sale or divestment of the real estate (pro-rated if applicable to the proportion of EH-REIT's interest);
 - (ii) in the case of a sale of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested by EH-REIT, whether directly or indirectly through one or more SPVs, plus any other payments¹ received by EH-REIT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests (pro-rated, if applicable, to the proportion of EH-REIT's interest); or
 - (iii) the sale price of the investment sold or divested by EH-REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

Any payment to third party agents or brokers in connection with the acquisition or divestment of any real estate of EH-REIT shall be paid out of the EH-REIT Deposited Property or the assets of the relevant SPV and not by the REIT Manager to such persons.

No acquisition fee is payable for the acquisition of the Properties. The acquisition fee and divestment fee are payable to the REIT Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-REIT Units (as the REIT Manager may elect) provided that in respect of any acquisition and sale or divestment of real estate assets from/to Related Parties, such a fee should be in the form of Stapled Securities or, as the case may be, EH-REIT Units at prevailing market price(s) instead of cash. Please refer to "The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EHT – Issue of the Stapled Securities" for further details of the calculation of the prevailing market price of the Stapled Securities. The Stapled Securities or, as the case may be, EH-REIT Units issued to the REIT Manager as its acquisition or divestment fee should not be sold within one year from the date of their issuance.

Any increase in the maximum permitted level of the acquisition fee or divestment fee must be approved by an Extraordinary Resolution passed at a meeting of holders of EH-REIT Units duly convened and held in accordance with the provisions of the EH-REIT Trust Deed.

1 "other payments" refer to additional payments to EH-REIT or its SPVs for the sale of the real estate, for example, where EH-REIT or its SPVs have already made certain payments for enhancements to the real estate, and the value of the asset enhancements are not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-REIT sells or divests a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity received by EH-REIT as sale price and any debt of the special purpose company.

Development management fee payable to the REIT Manager

The REIT Manager is also entitled to receive development management fees equivalent to 3.0% of the Total Project Costs incurred in a Development Project undertaken by the REIT Manager on behalf of EH-REIT. EH-REIT will only undertake development activities within the limits of the Property Funds Appendix (which currently allows a REIT to commit no more than 10.0% of its deposited property to development and investment in uncompleted property developments).

The total contract value of property development activities may exceed 10.0% of EH-REIT's Deposited Property (subject to a maximum of 25.0% of EH-REIT's Deposited Property) only if:

- (i) the additional allowance of up to 15.0% of EH-REIT's Deposited Property is utilised solely for the redevelopment of an existing property that has been held by EH-REIT for at least three years and which EH-REIT will continue to hold for at least three years after the completion of the redevelopment; and
- (ii) EH-REIT obtains the specific approval of Stapled Securityholders at a general meeting for the redevelopment of the property.

"Total Project Costs" means the sum of the following (where applicable):

- (i) construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor;
- (ii) principal consultants fees, including payments to the project's architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor and project manager;
- (iii) the cost of obtaining all approvals for the project;
- (iv) site staff costs;
- (v) interest costs on borrowings used to finance project cashflows that are capitalised to the project in line with International Financial Reporting Standards; and
- (vi) any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with International Financial Reporting Standards but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land).

When the estimated Total Project Costs are greater than US\$100.0 million, the REIT Manager will be entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs up to US\$100.0 million. For the remaining Total Project Costs in excess of US\$100.0 million, the REIT Manager's independent directors will first review and approve the quantum of the development management fee, whereupon the REIT Manager may be directed by its independent directors to reduce the development management fee. Further, in cases where the market pricing for comparable services is, in the REIT Manager's view, materially lower than the development management fee, the independent directors of the REIT Manager will have the discretion to accept a development management fee which is less than 3.0% of the Total Project Costs incurred in a Development Project undertaken by the REIT Manager on behalf of EH-REIT.

For the avoidance of doubt, no acquisition fee shall be paid when the REIT Manager receives the development management fee for a Development Project. Subject to the Property Funds Appendix, the development management fee shall be paid to the REIT Manager or to any person which the REIT Manager may designate or nominate in the form of cash and/or Stapled Securities.

Any increase in the percentage of the development management fee or any change in the structure of the development management fee must be approved by an Extraordinary Resolution passed at a meeting of holders of EH-REIT Units duly convened and held in accordance with the provisions of the EH-REIT Trust Deed.

(See “Overview – The Structure of EHT – Certain Fees and Charges” for further details).

Retirement or Removal of the REIT Manager

The REIT Manager shall have the power to retire in favour of a corporation approved by the REIT Trustee to act as the manager of EH-REIT.

Also, the REIT Manager may be removed by notice given in writing by the REIT Trustee if:

- the REIT Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the REIT Trustee) or a receiver is appointed over its assets or a judicial manager is appointed in respect of the REIT Manager;
- the REIT Manager ceases to carry on business;
- the REIT Manager fails or neglects after reasonable notice from the REIT Trustee to carry out or satisfy any material obligation imposed on the REIT Manager by the EH-REIT Trust Deed;
- the holders of EH-REIT Units, by a resolution duly passed by a majority greater than 50.0% of the total number of votes cast for and against such resolution with no participants being disenfranchised at a meeting of holders of EH-REIT Units duly convened and held in accordance with the provisions of the EH-REIT Trust Deed, shall so decide;
- for good and sufficient reason, the REIT Trustee is of the opinion, and so states in writing, that a change of the REIT Manager is desirable in the interests of the holders of EH-REIT Units provided that if the REIT Manager within one month after such statement expresses its dissatisfaction in writing with such opinion, the REIT Manager has a right under the EH-REIT Trust Deed to refer the matter to arbitration. Any decision made pursuant to such arbitration proceedings is binding upon the REIT Manager, the REIT Trustee and all the holders of EH-REIT Units; or
- the MAS directs the REIT Trustee to remove the REIT Manager.

Under the terms of the EH-REIT Trust Deed, upon any removal or retirement of the REIT Manager, the REIT Trustee shall appoint a new manager as soon as possible whose appointment shall be subject to (i) compliance with any or all laws, regulations and guidelines that apply to EH-REIT, and (ii) the approval of holders of EH-REIT Units by Ordinary Resolution.

Corporate Governance of the REIT Manager

The following outlines the main corporate governance practices of the REIT Manager.

The REIT Manager Board

The REIT Manager Board is responsible for the overall corporate governance of the REIT Manager including establishing goals for management and monitoring the achievement of these goals. The REIT Manager is also responsible for the strategic business direction and risk management of EH-REIT. All the REIT Manager Board members participate in matters relating to corporate governance, business operations and risks, financial performance and the nomination and review of performance of directors.

The REIT Manager Board has established a framework for the management of the REIT Manager and EH-REIT, including a system of internal controls and a business risk management process. The REIT Manager Board consists of seven members, four of whom are independent¹ directors.

The composition of the REIT Manager Board is determined using the following principles:

- the Chairman of the REIT Manager Board should be a non-executive director of the REIT Manager;
- the REIT Manager Board should comprise directors with a broad range of commercial experience in funds management, legal matters, audit and accounting and the property industry; and
- at least one-third of the REIT Manager Board should comprise independent directors.

However, according to Provision 2.2 of the Code of Corporate Governance 2018, independent directors are to make up a majority of the REIT Manager Board where the Chairman is not an independent director.

The composition of the REIT Manager Board will be reviewed regularly to ensure that the REIT Manager Board has the appropriate mix of expertise and experience.

Under the Securities and Futures (Licensing and Conduct of Business) Regulations (the “**SF(LCB)R**”), an independent director of a REIT manager is one who, pursuant to definitions used in the SF(LCB)R:

- is independent from the management of the REIT manager and the REIT that is managed or operated by the REIT manager;
- is independent from any business relationship with the REIT manager and the REIT that is managed or operated by the REIT manager;
- is independent from every substantial shareholder of the REIT manager, and every substantial unitholder of the REIT;
- is not a substantial shareholder of the REIT manager, or a substantial unitholder of the REIT that is managed or operated by the REIT manager;
- has not served as a director of the REIT Manager for a continuous period of 9 years or longer; and
- does not satisfy the conditions mentioned above, but the board of the REIT manager is satisfied that he or she is able to act in the best interests of all the unitholders of the REIT that is managed or operated by the REIT manager, as a whole.

Under the SF(LCB)R, a director is considered not to be independent from every substantial shareholder of the REIT Manager and every substantial unitholder of EH-REIT if, among others, the director is a director of a related corporation or an associated corporation of the REIT Manager. However, under the SF(LCB)R, a director who is not considered to be independent from every substantial shareholder of the REIT Manager and every substantial unitholder of EH-REIT

¹ The independence of the directors in this context refers to their independence from management and business relationships with the REIT Manager.

may nevertheless be treated as an independent director of the REIT Manager if the REIT Manager Board is satisfied that the director is able to act in the best interests of all the unitholders of EH-REIT as a whole.

Under Regulation 13H(1) of the SF(LCB)R, where a substantial shareholder of a manager of a REIT is a corporation, a person would be considered to be connected to that substantial shareholder if he is, *inter alia*, a director of the substantial shareholder or a director of a related corporation or an associated corporation of the substantial shareholder. Such person will *prima facie* not be deemed to be independent unless the directors nevertheless regard him to be independent.

The REIT Manager and the Trustee-Manager have the same shareholder and are related corporations and as EH-REIT and EH-BT are stapled, the directors of the Managers are identical to avoid any differences or deadlock in the operation of the stapled group. As a result, all four independent directors of the REIT Manager, namely Davy Lau, Tarun Kataria, Tan Wee Peng Kelvin and Carl Gabriel Florian Stubbe will *prima facie* be deemed to be connected to a substantial shareholder of the REIT Manager and hence not independent pursuant to Regulation 13H of the SF(LCB)R.

Against the foregoing, the REIT Manager Board has reviewed and assessed the independence of each of the four independent directors of the REIT Manager in relation to Regulation 13H of the SF(LCB)R and has pursuant to Regulation 13D(8) of the SF(LCB)R, resolved that notwithstanding that each of the four independent directors is a director of both the REIT Manager and the Trustee-Manager, on the basis that:

- for so long as EH-BT is stapled to EH-REIT, there will be no real prejudice to the interests of the holders of EH-REIT Units for the REIT Manager and the Trustee-Manager to have the same board of directors as EH-REIT Units and EH-BT Units will be stapled together and held by the same investors. The stapling together of EH-REIT Units and EH-BT Units means that the holders of EH-REIT Units are at the same time the investors of the Stapled Securities, who stand to benefit as a whole regardless of whether the appointed REIT Manager Directors are independent of the Substantial Shareholders of the REIT Manager; and
- since the EH-BT Units and EH-REIT Units are held by the same pool of investors in the same proportion, concerns and potential abuses applicable to interested party transactions will be absent in transactions between EH-REIT and EH-BT,

the REIT Manager Board is satisfied that the four independent directors' independent judgment and ability to act with regard to the interests of all the Stapled Securityholders of EHT as a whole will not be impaired.

Separately, the MAS has granted an exemption to the Trustee-Manager from compliance with Regulation 12(1) of the BTR to the extent that the non-compliance with Regulation 12(1) of the BTR is due to any Trustee-Manager Director being considered to be not independent from management and business relationships with the Trustee-Manager or from any substantial shareholder of the Trustee-Manager solely by virtue of such Trustee-Manager Director also being a director of the REIT Manager. (See "General Information – Waivers from the MAS", paragraph 17(c), for further details on the conditions for the exemption.)

Nominating and Remuneration Committee

The role of the Nominating and Remuneration Committee (the “**NRC**”) is to make recommendations to the REIT Manager Board on all appointment and remuneration matters. The NRC also reviews and makes recommendations on succession plans for the REIT Manager Board and the executive officers. As at the date of this Prospectus, the members of the NRC are Carl Gabriel Florian Stubbe, Davy Lau and Taylor Woods, majority of whom are independent directors. Carl Gabriel Florian Stubbe has been appointed as the Chairman of the NRC.

The NRC’s responsibilities also include:

- developing a process for evaluation of the performance of the REIT Manager Board, its board committees and directors;
- reviewing the training and professional development programs for the REIT Manager Board;
- the appointment and re-appointment of directors (including alternate directors, if any);
- determining annually, and as when circumstances require, if a director is independent;
- deciding if a director is able to and has been adequately carrying out his duties as a director of the company, taking into consideration the director’s principal commitments;
- reviewing and recommending to the REIT Manager Board a general framework of remuneration for the REIT Manager Board and the executive officers;
- reviewing and recommending to the REIT Manager Board the specific remuneration packages for each director as well as for the executive officers; and
- reviewing EH-REIT’s obligations arising in the event of termination of executive directors’ and executive officers’ contracts of service and ensuring that such contracts of service contain fair and reasonable termination clauses which are not overly generous.

Process for appointment of new Directors and succession planning for the REIT Manager Board

The NRC is responsible for reviewing the succession plans for the REIT Manager Board (in particular, the Chairman). In this regard, it will put in place a formal process for the renewal of the REIT Manager Board and the selection of new Directors, as follows:

- (a) The NRC will review annually the balance and diversity of skills, experience, gender and knowledge required by the REIT Manager Board and the size of the REIT Manager Board which would facilitate decision-making;
- (b) In light of such review and in consultation with management, the NRC will assess if there are any inadequate representations in respect of those attributes and if so, will prepare a description of the role and the essential and desirable competencies for a particular appointment;
- (c) External help (for example, the Singapore Institute of Directors, search consultants, open advertisement) will be used to source for potential candidates if need be. Directors and management may also make suggestions;
- (d) Meetings with the shortlisted candidates to assess suitability and to ensure that the candidate(s) are aware of the expectations and the level of commitment required; and
- (e) The NRC makes recommendations to the REIT Manager Board for approval.

The REIT Manager Board believes that orderly succession and renewal is achieved as a result of careful planning, where the appropriate composition of the REIT Manager Board is continually under review.

Criteria for appointment of new Directors

All new appointments are subject to the recommendations of the NRC based on the following objective criteria:

- (a) Integrity;
- (b) Independent mindedness;
- (c) Diversity – possess core competencies that meet the current needs of EH-REIT and the REIT Manager and complement the skills and competencies of the existing Directors on the REIT Manager Board;
- (d) Able to commit time and effort to carry out duties and responsibilities effectively;
- (e) Track record of making good decisions;
- (f) Experience in high-performing corporations or property funds; and
- (g) Financially literate.

Review of Directors' independence

The NRC is charged with reviewing the “independence” status of Directors annually and providing its views to the REIT Manager Board. The REIT Manager Board will bear in mind the definition of an “independent director” in the Code of Corporate Governance 2018 and guidance as to relationships the existence of which would deem a Director not to be independent, as set out in the SF(LCB)R when making such determination.

Under the Code of Corporate Governance 2018, a Director who is independent in conduct, character and judgement, and has no relationship with the company, its related corporations, its substantial shareholders or its officers that could interfere, or be reasonably perceived to interfere, with the exercise of the director’s independent business judgement in the best interests of EH-REIT¹, is considered to be independent. In addition, under the SF(LCB)R, an independent Director is one who:

- (a) is independent from any management and business relationship with the REIT Manager and EH-REIT;

1 A director who falls under the circumstances described in Rule 210(5)(d) of the Listing Rules is not independent. These circumstances apply to the following: (i) a director being employed by REIT Manager, EH-REIT or any of their related corporations for the current or any of the past three financial years; or (ii) a director who has an immediate family member who is, or has been in any of the past three financial years, employed by the REIT Manager, EH-REIT or any of their related corporations and whose remuneration is determined by the NRC.

- (b) is independent from any substantial shareholder of the REIT Manager and any substantial unitholder of EH-REIT;
- (c) is not a substantial shareholder of the REIT Manager, or a substantial unitholder of EH-REIT; and
- (d) has not served on the REIT Manager Board for a continuous period of 9 years or longer.

Annual review of Directors' time commitments

The NRC also determines annually whether a Director with other listed company board representations and other principal commitments is able to and has been adequately carrying out his or her duties as a Director of the REIT Manager. The NRC will take into account the results of the annual assessment of the effectiveness of the individual Director, and the respective Directors' actual conduct on the REIT Manager Board, in determining whether all the Directors have been able to and have adequately carried out their duties as Director notwithstanding their other listed company board representations and other principal commitments.

The NRC will adopt internal guidelines addressing competing time commitments that are faced when Directors serve on multiple boards and have other principal commitments.

The REIT Manager Audit and Risk Committee

The REIT Manager Audit and Risk Committee is appointed by the REIT Manager Board from among the REIT Manager Directors and is composed of three non-executive members, a majority of whom (including the Chairman of the REIT Manager Audit and Risk Committee) are required to be directors independent from management and business relationships with the REIT Manager. As at the date of this Prospectus, the members of the REIT Manager Audit and Risk Committee are Tan Wee Peng Kelvin, Tarun Kataria and Davy Lau, all of whom are independent directors. Tan Wee Peng Kelvin has been appointed as the Chairman of the REIT Manager Audit and Risk Committee.

The role of the REIT Manager Audit and Risk Committee is to monitor and evaluate the effectiveness of the REIT Manager's internal controls. The REIT Manager Audit and Risk Committee will review the quality and reliability of information prepared for inclusion in financial reports, and will be responsible for the nomination of external auditors and reviewing the adequacy of external audits in respect of cost, scope and performance.

The REIT Manager Audit and Risk Committee's responsibilities include:

- Reviewing financial statements and formal announcements relating to financial performance, and review significant financial reporting issues and judgments contained in them, for better assurance of the integrity of such statements and announcements.
- Reviewing and reporting to the REIT Manager Board at least annually the adequacy and effectiveness of the REIT Manager's and EH-REIT's risk management and internal controls, including financial, operational, compliance (including processes to mitigate conflicts of interests in respect of the sourcing of potential acquisitions) and information technology controls (such review can be carried out internally or with the assistance of any competent third parties).
- Reviewing the audit plans and reports of the external auditors and internal auditors, and considering the effectiveness of actions or policies taken by management on the recommendations and observations.
- Reviewing the independence and objectivity of external auditors annually.

- Reviewing the nature and extent of non-audit services performed by external auditors.
- Meeting with external and internal auditors, without the presence of management, at least annually.
- making recommendations to the REIT Manager Board on the proposals to Stapled Securityholders on the appointment, re-appointment and removal of the external auditors, and approving the remuneration and terms of engagement of the external auditors.
- Reviewing the adequacy and effectiveness of the REIT Manager's and EH-REIT's internal audit function, at least annually.
- Ensuring at least annually that the internal audit function is adequately resourced and has appropriate standing with the REIT Manager and EH-REIT.
- Approving the accounting/auditing firm or corporation to which the internal audit function is outsourced.
- Reviewing the policy and arrangements by which employees of the REIT Manager and any other persons may, in confidence, raise concerns about possible improprieties in matters of financial reporting or other matters, to ensure that arrangements are in place for such concerns to be raised and independently investigated, and for appropriate follow up action to be taken.
- Monitoring the procedures in place to ensure compliance with applicable legislation, the Listing Manual and the Code on Collective Investment Schemes (including the Property Funds Appendix).
- Reviewing related party transactions, including ensuring compliance with the provisions of the Listing Manual relating to "interested person transaction" ("**Interested Person Transactions**") and the provisions of the Property Funds Appendix relating to "interested party transactions" ("**Interested Party Transactions**", and together with Interested Person Transactions, "**Related Party Transactions**").
- Investigating any matters within the REIT Manager Audit and Risk Committee's purview, whenever it deems necessary.
- Obtaining recommendations on risk tolerance and strategy from management, and where appropriate, reporting and recommending to the REIT Manager Board for its determination:
 - The nature and extent of significant risks which the REIT Manager and EH-REIT may take in achieving its strategic objectives; and
 - Overall levels of risk tolerance and risk policies.
- Reviewing and discussing, as and when appropriate, with management on the REIT Manager's and EH-REIT's risk governance structure and their risk policies, risk mitigation and monitoring processes and procedures.
- Receiving and reviewing at least quarterly reports from management on major risk exposures and the steps taken to monitor, control and mitigate such risks.
- Reviewing the REIT Manager's capability to identify and manage new risk types.

- Reviewing and monitoring management's responsiveness to the recommendations of the REIT Manager Audit and Risk Committee.
- Providing timely input to the REIT Manager Board on critical risk issues.
- Reporting to the REIT Manager Board on material matters, findings and recommendations.
- Monitoring and reviewing of hedging policies and instruments to be implemented by EH-REIT.
- Reviewing and recommending to the REIT Manager Board hedging policies and monitoring the implementation of such policies.

Dealings in Stapled Securities or, as the case may be, EH-REIT Units

Each REIT Manager Director and the Chief Executive Officer of the REIT Manager is to give notice to the REIT Manager of his acquisition of Stapled Securities or (in the event that Unstapling has taken place) EH-REIT Units or of changes in the number of Stapled Securities or, as the case may be, EH-REIT Units which he holds or in which he has an interest, within two Business Days after such acquisition or the occurrence of the event giving rise to changes in the number of the Stapled Securities or, as the case may be, EH-REIT Units which he holds or in which he has an interest (see "The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EH-REIT – The REIT Manager Board's Declaration of Holdings of EH-REIT Units" for further details).

All dealings in the Stapled Securities or, as the case may be, EH-REIT Units by the REIT Manager Directors will be announced via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com>.

The directors and employees of the REIT Manager are prohibited from dealing in the Stapled Securities:

- in the period commencing one month before the public announcement of the annual results and (where applicable) property valuations, and two weeks before the public announcement of the quarterly results of EHT or (in the event that Unstapling has taken place) EH-REIT, and ending on the date of announcement of the relevant results or (as the case may be) property valuations; and
- at any time while in possession of price sensitive information.

The directors and employees of the REIT Manager are also prohibited from communicating price sensitive information to any person.

Pursuant to Section 137ZC of the SFA, the REIT Manager will be required to, inter alia, announce to the SGX-ST the particulars of any acquisition or disposal of interest in EH-REIT Units by the REIT Manager as soon as practicable, and in any case no later than the end of the Business Day following the day on which the REIT Manager became aware of the acquisition or disposal. In addition, all dealings in EH-REIT Units by the Chief Executive Officer will also need to be announced by the REIT Manager via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com> and in such form and manner as the Authority may prescribe.

Management of Business Risk

The REIT Manager Board will meet quarterly or more frequently if necessary and will review the financial performance of EH-REIT against the budget previously approved by the REIT Manager Board for the relevant financial year. The REIT Manager Board will also review the business risks of EH-REIT, examine liability management and will act upon any comments from both the internal and external auditors of EH-REIT.

The REIT Manager has appointed experienced and well-qualified management personnel to handle the day-to-day operations of EH-REIT. In assessing business risk, the REIT Manager Board will consider the economic environment and risks relevant to the hospitality and hospitality-related industries. It will review management reports and feasibility studies on individual development projects prior to approving major transactions. The management will meet regularly to review the operations of the REIT Manager and EH-REIT and discuss any disclosure issues.

Potential Conflicts of Interest

The REIT Manager is required to prioritise the EH-REIT Unitholders' interests over those of the REIT Manager and its shareholders in the event of a conflict of interest.

The REIT Manager has instituted the following procedures to deal with conflicts of interest issues:

- The REIT Manager will not manage any other REIT which invests in the same type of properties as EH-REIT;
- All executive officers will be employed by the REIT Manager and will not hold executive positions in any other entities;
- All resolutions in writing of the REIT Manager Directors in relation to matters concerning EH-REIT must be approved by a majority of the directors, including at least one director independent from management and business relationships with the REIT Manager;
- At least one-third of the REIT Manager Board shall comprise independent directors, provided that where (i) the Chairman of the REIT Manager Board and the Chief Executive Officer is the same person, (ii) the Chairman of the REIT Manager Board and the Chief Executive Officer are immediate family members, (iii) the Chairman of the REIT Manager Board is part of the management team; (iv) the Chairman of the REIT Manager Board is not an independent director or (v) the EH-REIT Unitholder do not have the right to appoint directors, at least half the board shall comprise independent directors;
- In respect of matters in which a REIT Manager Director or his associates (as defined in the Listing Manual) has an interest, direct or indirect, such interested director will abstain from voting. In such matters, the quorum must comprise a majority of the REIT Manager Directors and must exclude such interested director;
- In respect of matters in which the Sponsor has an interest, direct or indirect, for example, in matters relating to:
 - potential acquisitions of additional properties or property-related investments by EH-REIT in competition with the Sponsor; and
 - competition for tenants between properties owned by EH-REIT and properties owned by the Sponsor,

any nominees appointed by the Sponsor to the REIT Manager Board to represent its interests will abstain from deliberations and voting on such matters. In such matters, the quorum must comprise a majority of the REIT Manager Directors independent from management and business relationships with the REIT Manager and must exclude nominee directors of the Sponsor;

- Save as to resolutions relating to the removal of the REIT Manager, the REIT Manager and its associates are prohibited from voting or being counted as part of a quorum for any meeting of the holders of EH-REIT Units convened to approve any matter in which the REIT Manager and/or any of its associates has an interest, and for so long as the REIT Manager is the manager of EH-REIT, the controlling shareholders of the REIT Manager and of any of its associates are prohibited from voting or being counted as part of a quorum for any meeting of the holders of EH-REIT Units convened to consider a matter in respect of which the relevant controlling shareholders of the REIT Manager and/or of any of its associates have an interest; and
- It is also provided in the EH-REIT Trust Deed that if the REIT Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement entered into by the REIT Trustee for and on behalf of EH-REIT with an Interested Person (as defined in the Listing Manual) and/or, as the case may be, an Interested Party (as defined in the Property Funds Appendix) (collectively, a “**Related Party**”) of the REIT Manager, the REIT Manager shall be obliged to consult with a reputable law firm (acceptable to the REIT Trustee) which shall provide legal advice on the matter. If the said law firm is of the opinion that the REIT Trustee, on behalf of EH-REIT, has a *prima facie* case against the party allegedly in breach under such agreement, the REIT Manager shall be obliged to take appropriate action in relation to such agreement. The REIT Manager Directors will have a duty to ensure that the REIT Manager so complies. Notwithstanding the foregoing, the REIT Manager shall inform the REIT Trustee as soon as it becomes aware of any breach of any agreement entered into by the REIT Trustee for and on behalf of EH-REIT with a Related Party of the REIT Manager and the REIT Trustee may take such action as it deems necessary to protect the rights of the holders of EH-REIT Units and/or which is in the interests of the holders of EH-REIT Units. Any decision by the REIT Manager not to take action against a Related Party of the REIT Manager shall not constitute a waiver of the REIT Trustee’s right to take such action as it deems fit against such Related Party.

Related Party Transactions

The REIT Manager’s Internal Control System

The REIT Manager has established an internal control system to ensure that all future Related Party Transactions:

- will be undertaken on normal commercial terms in accordance with the relevant laws, regulations and guidelines that apply to EH-REIT; and
- will not be prejudicial to the interests of EH-REIT and the holders of EH-REIT Units.

As a general rule, the REIT Manager must demonstrate to the REIT Manager Audit and Risk Committee that such transactions satisfy the foregoing criteria, which may entail:

- obtaining (where practicable) quotations from parties unrelated to the REIT Manager; or
- obtaining valuations from independent professional valuers (in accordance with the Property Funds Appendix).

The REIT Manager will maintain a register to record all Related Party Transactions which are entered into by EH-REIT and the bases, including any quotations from unrelated parties and independent valuations obtained to support such bases, on which they are entered into.

The REIT Manager will also incorporate into its internal audit plan a review of all Related Party Transactions entered into by EH-REIT. The REIT Manager Audit and Risk Committee shall review the internal audit reports at least twice a year to ascertain that the guidelines and procedures established to monitor Related Party Transactions have been complied with. In addition, the REIT Trustee will also have the right to review such audit reports to ascertain that the Property Funds Appendix have been complied with. The review will include the examination of the nature of the transaction and its supporting documents or such other data deemed necessary to the REIT Manager Audit and Risk Committee. If a member of the REIT Manager Audit and Risk Committee has an interest in a transaction, he or she is to abstain from participating in the review and approval process in relation to that transaction.

Further, the following procedures will be undertaken:

- any transaction (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding S\$100,000 in value but less than 3.0% of the value of EH-REIT's net tangible assets (based on the latest audited accounts) will be subject to review by the REIT Manager Audit and Risk Committee at regular intervals;
- any transaction (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding 3.0% but below 5.0% of the value of EH-REIT's net tangible assets (based on the latest audited accounts) will be subject to the review and prior approval of the REIT Manager Audit and Risk Committee. Such approval shall only be given if such transaction is on normal commercial terms and is consistent with similar types of transactions made by the REIT Trustee with third parties which are unrelated to the REIT Manager; and
- any transaction (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding 5.0% of the value of EH-REIT's net tangible assets (based on the latest audited accounts) will be reviewed and approved prior to such transaction being entered into, on the basis described in the preceding paragraph, by the REIT Manager Audit and Risk Committee which may, as it deems fit, request advice on the transaction from independent sources or advisers, including the obtaining of valuations from independent professional valuers. Further, under the Listing Manual and the Property Funds Appendix, such transaction would have to be approved by the holders of EH-REIT Units at a meeting duly convened.

Pursuant to the Listing Manual, transactions with a value below S\$100,000 are disregarded on the ground that they do not put EH-REIT at risk. Accordingly, such transactions are excluded from aggregation with other transactions involving the same Related Parties.

Where matters concerning EH-REIT relate to transactions entered into or to be entered into by the REIT Trustee for and on behalf of EH-REIT with a Related Party of the REIT Manager (which would include relevant "associates" as defined under the Listing Manual) or EH-REIT, the REIT Trustee is required to consider the terms of such transactions to satisfy itself that such transactions are conducted on normal commercial terms, are not prejudicial to the interests of EH-REIT and the holders of EH-REIT Units, and in accordance with all applicable requirements of the Property Funds Appendix and/or the Listing Manual relating to the transaction in question.

Further, the REIT Trustee has the ultimate discretion under the EH-REIT Trust Deed to decide whether or not to enter into a transaction involving a Related Party of the REIT Manager or EH-REIT. If the REIT Trustee is to sign any contract with a Related Party of the REIT Manager or EH-REIT, the REIT Trustee will review the contract to ensure that it complies with the relevant requirements relating to Related Party Transactions (as may be amended from time to time) as well as such other guidelines as may from time to time be prescribed by the MAS and the SGX-ST to apply to REITs.

Save for the transactions described under the sections “Management and Corporate Governance – EH-REIT – Related Party Transactions – Related Party Transactions in connection with the Setting Up of EH-REIT and the Offering” and “Management and Corporate Governance – EH-REIT – Related Party Transactions – Future Related Party Transactions”, EH-REIT will comply with Rule 905 of the Listing Manual by announcing any Interested Person Transaction in accordance with the Listing Manual if such transaction, by itself or when aggregated with other Interested Person Transactions entered into with the same Interested Person (as defined in the Listing Manual) during the same financial year, is 3.0% or more of the value of EH-REIT’s latest audited net tangible assets.

The aggregate value of all Interested Person Transactions in accordance with the Listing Manual in a particular year, each of at least S\$100,000 in value and which are subject to Rules 905 and 906 of the Listing Manual, will be disclosed in EHT’s annual report, or (if Unstapling has occurred), EH-REIT’s annual report for the relevant financial year.

Role of the REIT Manager Audit and Risk Committee for Related Party Transactions

The REIT Manager Audit and Risk Committee will monitor the procedures established to regulate Related Party Transactions, including reviewing any Related Party Transactions entered into from time to time and the internal audit reports to ensure compliance with the relevant provisions of the Listing Manual and the Property Funds Appendix.

If a member of the REIT Manager Audit and Risk Committee has an interest in a transaction, he or she is to abstain from participating in the review and approval process in relation to that transaction.

Related Party Transactions in connection with the setting up of EH-REIT and the Offering

The REIT Trustee, on behalf of EH-REIT, has entered into a number of transactions with the REIT Manager and certain Related Parties of the REIT Manager in connection with the setting up of EH-REIT and the Offering. These Related Party Transactions are as follows:

- On 11 April 2019, the REIT Trustee entered into the EH-REIT Trust Deed (as amended) with the REIT Manager.
- On 11 April 2019, the REIT Trustee entered into the Stapling Deed with the Managers. The terms of the EH-REIT Trust Deed and Stapling Deed are generally described in “The Formation and Structure of EHT, EH-REIT and EH-BT”.
- On 17 April 2019, the REIT Trustee and the REIT Manager entered into the HW ROFR with Howard Wu. The terms of the HW ROFR are more particularly described in “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Right of First Refusal Agreements”.

- On 17 April 2019, the REIT Trustee and the REIT Manager entered into the TW ROFR with Taylor Woods. The terms of the TW ROFR are more particularly described in “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Right of First Refusal Agreements”.
- On 25 April 2019, the REIT Trustee entered into the Securities Purchase Agreement (as supplemented) with the USHI Portfolio Vendor and the ASAP6 Portfolio Vendors, for the acquisition of the USHI Portfolio and the ASAP6 Portfolio via the purchase of USHIL Holdco and Cayman Corp 2. The terms of the Securities Purchase Agreement (as supplemented) are generally described in “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Securities Purchase Agreement”.
- On or prior to the Listing Date, each of the Founders will enter into the Indemnified Guarantee with each of the ASAP Mortgage Lenders to provide the applicable ASAP Mortgage Loan Lender with, *inter alia*, a customary non-recourse carve-out guarantee and environmental indemnity. The terms of the Indemnified Guarantee are more particularly described in “Capitalisation and Indebtedness – Indebtedness – ASAP Mortgage Loans”.

EH-REIT’s subsidiaries being the property-holding entities will also enter into the Master Lease Agreements with the relevant Master Lessees for the lease of the Initial Portfolio. The terms of the Master Lease Agreements are more particularly described in “Certain Agreements Relating to EHT, EH-REIT, EH-BT and the Properties – Master Lease Agreements”.

Based on its experience, expertise and knowledge of contracts, the REIT Manager Board and the executive officers of EH-REIT believe that the Securities Purchase Agreement, the Master Lease Agreements and the Indemnified Guarantee are and will be made on normal commercial terms, on an arm’s length basis and are not prejudicial to the interests of EH-REIT and the Stapled Securityholders.

Save as disclosed in this Prospectus, the REIT Trustee has not entered into any other transactions with the REIT Manager or any Related Party of the REIT Manager in connection with the setting up of EH-REIT.

Exempted Agreements

The entry into and the fees and charges payable by EH-REIT under:

- the EH-REIT Trust Deed;
- the Stapling Deed;
- the HW ROFR;
- the TW ROFR;
- the Securities Purchase Agreement;
- the Master Lease Agreements;
- Indemnified Guarantee,

which each constitutes an Interested Person Transaction, are deemed to have been specifically approved by Stapled Securityholders upon purchase of the Stapled Securities and are therefore not subject to Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or bases of the fees charged thereunder which will adversely affect EH-REIT.

(See “Overview – Certain Fees and Charges” for the fees and charges payable by EH-REIT in connection with the establishment and on-going management and operation of EH-REIT.)

However, any renewal of such agreements or amendments thereof will be subject to Rules 905 and 906 of the Listing Manual.

(See “– Related Party Transactions – The REIT Manager’s Internal Control System” for further details.)

Other Related Party Transactions

In line with the rules set out in Chapter 9 of the Listing Manual, a transaction the value of which is less than S\$100,000 is not considered material in the context of the Offering and is not set out as a Related Party Transaction in this section.

Future Related Party Transactions

As a REIT listed on the SGX-ST, EH-REIT is regulated by the Property Funds Appendix and the Listing Manual. The Property Funds Appendix regulate, among other things, transactions entered into by the REIT Trustee (for and on behalf of EH-REIT) with an Interested Party relating to EH-REIT’s acquisition of assets from or sale of assets to an Interested Party, EH-REIT’s investment in securities of or issued by an Interested Party and the leasing of assets to an Interested Party.

Depending on the materiality of transactions entered into by EH-REIT for the acquisition of assets from, the sale of assets to or the investment in securities of or issued by an Interested Party, the Property Funds Appendix may require that an immediate announcement to the SGX-ST be made, and may also require that the approval of the holders of EH-REIT Units be obtained.

The Listing Manual regulates all Interested Person Transactions, including transactions already governed by the Property Funds Appendix. Depending on the materiality of the transaction, EH-REIT may be required to make a public announcement of the transaction (Rule 905 of the Listing Manual), or to make a public announcement of and to obtain the prior approval of the holders of EH-REIT Units for the transaction (Rule 906 of the Listing Manual). The EH-REIT Trust Deed requires the REIT Trustee and the REIT Manager to comply with the provisions of the Listing Manual relating to Interested Person Transactions as well as such other guidelines relating to Interested Person Transactions as may be prescribed by the SGX-ST to apply to REITs.

The REIT Manager may at any time in the future seek a general annual mandate from the holders of EH-REIT Units pursuant to Rule 920(1) of the Listing Manual for recurrent transactions of a revenue or trading nature or those necessary for its day-to-day operations, including a general mandate in relation to leases and/or license agreements (including any Master Lease Agreements entered into by the REIT Trustee with an Interested Party) to be entered into with Interested Persons, and all transactions conducted under such general mandate for the relevant financial year will not be subject to the requirements of Rules 905 and 906 of the Listing Manual. In seeking such a general annual mandate, the REIT Trustee will appoint an independent financial adviser (without being required to consult the REIT Manager) pursuant to Rule 920(1)(b)(v) of the Listing Manual to render an opinion as to whether the methods or procedures for determining the transaction prices of the transactions contemplated under the annual general mandate are

sufficient to ensure that such transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of EH-REIT and the holders of EH-REIT Units.

Both the Property Funds Appendix and the Listing Manual requirements would have to be complied with in respect of a proposed transaction which is *prima facie* governed by both sets of rules. Where matters concerning EH-REIT relate to transactions entered or to be entered into by the REIT Trustee for and on behalf of EH-REIT with a Related Party of EH-REIT or the REIT Manager, the REIT Trustee is required to ensure that such transactions are conducted in accordance with applicable requirements of the Property Funds Appendix and/or the Listing Manual relating to the transaction in question.

The REIT Manager is not prohibited by either the Property Funds Appendix or the Listing Manual from contracting or entering into any financial, banking or any other type of transaction with the REIT Trustee (when acting other than in its capacity as trustee of EH-REIT) or from being interested in any such contract or transaction, provided that any such transaction shall be on normal commercial terms and is not prejudicial to the interests of EH-REIT and the holders of EH-REIT Units. The REIT Manager shall not be liable to account to the REIT Trustee or to the holders of EH-REIT Units for any profits or benefits or other commissions made or derived from or in connection with any such transaction. The REIT Trustee shall not be liable to account to the REIT Manager or to the holders of EH-REIT Units for any profits or benefits or other commission made or derived from or in connection with any such transaction.

Generally, under the Listing Manual, the REIT Manager, its “connected persons” (as defined in the Listing Manual) and any director of the REIT Manager are prohibited from voting their respective own EH-REIT Units at, or being part of a quorum for, any meeting to approve any matter in which it has a material interest.

EH-BT

EH-BT will be dormant on the Listing Date. For as long as EH-BT is dormant, the primary role of the Trustee-Manager Board will be to ensure that the Trustee-Manager complies with the requirements under the Listing Manual, the BTA and the BTR (except where waivers have been obtained) as well as the EH-BT Trust Deed and the Stapling Deed.

Key Roles of the Trustee-Manager Board when EH-BT becomes active

When EH-BT becomes active, the key roles of the Trustee-Manager Board will be to:

- guide the corporate strategy and directions of the Trustee-Manager;
- ensure that senior management discharges business leadership and demonstrates the highest quality of management skills with integrity and enterprise;
- oversee the proper conduct of the Trustee-Manager; and
- ensure that measures relating to corporate governance, financial regulations and other required policies are in place and enforced.

When EH-BT becomes active, the Trustee-Manager Board will meet to review the key activities and business strategies of the Trustee-Manager. The Trustee-Manager Board intends to meet regularly, at least once every three months, to deliberate the strategic policies of EH-BT, including acquisitions and disposals, approval of the annual budget and review of the performance of EH-BT.

Each Director of the Trustee-Manager has been appointed on the basis of his professional experience and his potential to contribute to the proper guidance of EH-BT. The Directors of the Trustee-Manager will contribute in different ways to further the interests of EH-BT.

As EH-BT is dormant on the Listing Date, there will not be an audit and risk committee and a nominating and remuneration committee constituted by the Trustee-Manager Board and the functions that will be undertaken by an audit and risk committee and a nominating and remuneration committee will be assumed by the Trustee-Manager Board. When EH-BT becomes active, the Trustee-Manager Board will put in place appropriate internal control systems.

A majority of the Trustee-Manager Board (namely four out of seven Directors) are non-executive and independent.

In the event that EH-BT becomes active, the number of directors on the Trustee-Manager Board will be a minimum of seven directors.

The positions of Chairman of the Trustee-Manager Board and Chief Executive Officer and President of the Trustee-Manager are held by two different individuals in order to maintain effective checks and balances. The Chairman of the Trustee-Manager Board is Howard Wu, while the Chief Executive Officer and President is Salvatore G. Takoushian. Howard Wu is also the Chairman of the REIT Manager Board. The Chairman is responsible for the overall management of the Trustee-Manager Board, while the Chief Executive Officer and President has full executive responsibilities over the business directions of the Trustee-Manager.

The Trustee-Manager Board has access to the Company Secretary at all times. The Company Secretary attends to corporate secretarial administration matters and attends all Board meetings. The Trustee-Manager also has access to independent professional advice where appropriate and whenever requested. (See "Management and Corporate Governance – EH-BT – Company Secretary of the Trustee-Manager" for details of the Company Secretary and her qualifications.)

Roles and Responsibilities of the Trustee-Manager in relation to the management of EH-BT

The Trustee-Manager has the dual responsibilities of safeguarding the interests of the holders of EH-BT Units, and managing the business conducted by EH-BT. The Trustee-Manager has general powers of management over the business and assets of EH-BT and its main responsibility is to manage EH-BT's assets and liabilities for the benefit of the holders of EH-BT Units as a whole.

The Trustee-Manager will set the strategic direction of EH-BT. The Trustee-Manager is also responsible for ensuring that EH-BT complies with the applicable provisions of all relevant laws, regulations and guidelines including the BTA, the SFA, the Listing Manual, the EH-BT Trust Deed and the Stapling Deed.

The Trustee-Manager is also obliged to exercise the degree of care and diligence required of a trustee-manager of a registered business trust under the BTA ("**Due Care**") to comply with the applicable provisions of all relevant legislation, as well as the Listing Manual, and is responsible for ensuring compliance with the Trust Deed and all relevant contracts entered into by the Trustee-Manager on behalf of EH-BT.

The Trustee-Manager, in exercising its powers and carrying out its duties as EH-BT's trustee-manager, is required to:

- treat the holders of EH-BT Units who hold EH-BT Units in the same class fairly and equally and holders of EH-BT Units who hold EH-BT Units in different classes (if any) fairly;

- ensure that all payments out of the EH-BT Trust Property are made in accordance with the BTA, the EH-BT Trust Deed and the Stapling Deed;
- report to the Authority any contravention of the BTA or the Securities and Futures (Offers of Investments) (Business Trusts) (No. 2) Regulations 2005 by any other person that:
 - relates to EH-BT; and
 - has had, has or is likely to have, a material adverse effect on the interests of all the holders of EH-BT Units, or any class of holders of EH-BT Units,as a whole, as soon as practicable after the Trustee-Manager becomes aware of the contravention;
- ensure that the EH-BT Trust Property is properly accounted for; and
- ensure that the EH-BT Trust Property is kept distinct from the property held in its own capacity.

The Trustee-Manager may:

- while the EH-REIT Units and EH-BT Units are stapled together, lend monies to EH-REIT out of EH-BT's property whenever the Trustee-Manager considers, among other things, that such lending is necessary or desirable in order to further the interests of the investors of the Stapled Securities as a whole; and
- borrow on behalf of EH-BT (upon such terms and conditions as it deems fit, including the charging or mortgaging of all or any part of EH-BT's property) whenever the Trustee-Manager considers, among other things, that such borrowings are necessary or desirable in order to enable the Trustee-Manager to meet any contractual obligations or liabilities or whenever the Trustee-Manager considers it desirable that monies be borrowed or raised to:
 - finance the acquisition of any Authorised Investments;
 - finance the repurchase and/or redemption of EH-BT Units by the Trustee-Manager;
 - finance any distributions of EH-BT;
 - finance for any other purpose deemed desirable by the Trustee-Manager in connection with any Authorised Investment undertaken by EH-BT or any Trust Asset (as defined under the EH-BT Trust Deed); or
 - while the EH-REIT Units and EH-BT Units are stapled together, on-lend monies to EH-REIT in order to further the interests of the investors of the Stapled Securities as a whole.

EH-BT will not guarantee the financial obligations, debts or any other liabilities of EH-REIT and *vice versa*.

The Trustee-Manager also has the following statutory duties under the BTA:

- at all times act honestly and exercise reasonable diligence in the discharge of its duties as EH-BT's trustee-manager in accordance with the BTA and the EH-BT Trust Deed;

- act in the best interests of all holders of EH-BT Units as a whole and give priority to the interests of all holders of EH-BT Units as a whole over its own interests in the event of a conflict between the interests of all holders of EH-BT Units as a whole and its own interests;
- not make improper use of any information acquired by virtue of its position as EH-BT's trustee-manager to gain, directly or indirectly, an advantage for itself or for any other person to the detriment of the holders of EH-BT Units; and
- hold the EH-BT Trust Property on trust for all holders of EH-BT Units as a whole in accordance with the terms of the EH-BT Trust Deed.

Should the Trustee-Manager contravene any of the provisions setting out the aforesaid duties, it shall be:

- liable to all holders of EH-BT Units as a whole for any profit or financial gain directly or indirectly made by it or any of its related corporations or for any damage suffered by all holders of EH-BT Units as a whole as a result of the contravention; and
- guilty of an offence and shall be liable on conviction to a fine not exceeding S\$100,000.

While the Trustee-Manager is required to be dedicated to the conduct of the business of EH-BT, it is not prohibited from delegating its duties and obligations to third parties. Save for an instance of fraud, gross negligence, wilful default or breach of trust by the Trustee-Manager or where the Trustee-Manager fails to exercise Due Care, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith under the EH-BT Trust Deed. In addition, the Trustee-Manager shall be entitled, for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be subject to as trustee-manager, to have recourse to the Trust Property of EH-BT or any part thereof save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of trust by the Trustee-Manager or by the failure of the Trustee-Manager to exercise Due Care. The Trustee-Manager may, in managing EH-BT and in carrying out and performing its duties and obligations under the EH-BT Trust Deed, appoint such persons to exercise any or all of its powers and discretions and to perform all or any of its obligations under the Trust Deed, and shall not be liable for all acts and omissions of such persons provided that the Trustee-Manager had exercised Due Care in selecting as well as monitoring such persons.

Constituent Documents of the Trustee-Manager

Certain key provisions of the Constitution of the Trustee-Manager are set out below.

The power of each Trustee-Manager Director to vote on a proposal, arrangement or contract in which he is interested

Each Trustee-Manager Director who is, directly or indirectly, interested in a transaction or proposed transaction with the Trustee-Manager has to, as soon as practicable after the relevant facts have come to his knowledge, declare the nature of his interest at a meeting of the Trustee-Manager Board. A Trustee-Manager Director shall not vote in respect of any transaction, contract or arrangement or any other proposal in which he has any personal material interest, directly or indirectly. A Trustee-Manager Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is disqualified from voting.

The borrowing powers exercisable by the Trustee-Manager and how such borrowing powers may be varied

The Trustee-Manager has full rights, powers and privileges to carry on or undertake any business or activity, do any act or enter into any transaction subject to the provisions of the Companies Act, the BTA and any other written law and the Constitution of the Trustee-Manager. In this case, the business is that of acting as trustee-manager of EH-BT.

Section 28(4) of the BTA prohibits the Trustee-Manager from borrowing on behalf of EH-BT unless the power of borrowing is conferred upon it by the EH-BT Trust Deed. The EH-BT Trust Deed empowers the Trustee-Manager to borrow on behalf of EH-BT for the purpose of enabling the Trustee-Manager to meet any liabilities under or in connection with the trusts of the EH-BT Trust Deed or with any investment of EH-BT, for the purpose of financing any acquisition of any Authorised Investment on behalf of EH-BT, or financing the repurchase and/or redemption of EH-BT Units by the Trustee-Manager, or financing any distributions of EH-BT, or for any other purpose deemed desirable by the Trustee-Manager in connection with any Authorised Investment undertaken by EH-BT or any Trust Asset (as defined under the EH-BT Trust Deed), or while the EH-REIT Units and EH-BT Units are stapled together, on-lend monies to EH-REIT in order to further the interests of the investors of the Stapled Securities as a whole upon such terms and conditions as it thinks fit and, in particular, by charging or mortgaging all or any of the Trust Assets or by issuing debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Trustee-Manager, as trustee-manager of EH-BT, provided that the Trustee-Manager shall not be required to execute any instrument, lien, charge, pledge, hypothecation, mortgage or agreement in respect of the borrowing or raising of moneys which (in its opinion) cause the Trustee-Manager's liability to extend beyond the limits of the value of the EH-BT Trust Property.

Any variation of the borrowing powers as contained in the EH-BT Trust Deed would require the approval of the holders of EH-BT Units by way of an Extraordinary Resolution passed at a meeting of holders of EH-BT Units duly convened and held in accordance with the EH-BT Trust Deed and such other regulatory approvals as may be required to vary the terms of the EH-BT Trust Deed.

The retirement or non-retirement of a Trustee-Manager Director under an age limit requirement

The Constitution of the Trustee-Manager does not specify an age limit beyond which a Trustee-Manager Director shall retire.

The number of units in the business trust, if any, required for the qualification of a Trustee-Manager Director

A Trustee-Manager Director is not required to hold any EH-BT Units to qualify as a Trustee-Manager Director.

Retirement of Trustee-Manager Directors

The appointment of the directors on the Trustee-Manager Board shall continue until such time as they resign or become prohibited from being a director by reason of any order made under the Companies Act or the BTA, or cease to be a director by virtue of any of the provisions of the Companies Act or the BTA or the Constitution of the Trustee-Manager, or has a receiving order made against him or suspends payments or compounds with his creditors generally, or is found lunatic or becomes of unsound mind or is otherwise removed by way of an Ordinary Resolution passed at a meeting of the shareholder(s) of the Trustee-Manager duly convened and held.

Fees Payable to the Trustee-Manager

Management fee

The Trustee-Manager is entitled under the EH-BT Trust Deed to the following management fees:

- a Base Fee not exceeding the rate of 10.0% per annum of EH-BT's Annual Distributable Income (calculated before accounting for the Base Fee and the Performance Fee); and
- a Performance Fee of 25.0% per annum of the difference in DPS in a financial year with the DPS in the preceding 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 Stapled Securities in issue for such financial year (subject to adjustments in certain cases as set out in Schedule 2 of the EH-BT Trust Deed).

The Performance Fee is payable if the DPS in any financial year exceeds the DPS in the preceding financial year, notwithstanding that the DPS in the financial year where the Performance Fee is payable may be less than the DPS in the financial year prior to the preceding financial year.

For the avoidance of doubt, where the DPS in a financial year is less than the DPS in any preceding financial year, the Trustee-Manager shall not be required to return any Performance Fee paid to it in any preceding financial year.

For the purpose of the computation of the Performance Fee only, the DPS shall be calculated based on all income of EHT arising from the operations of EHT, such as, but not limited to, rentals, interest, dividends, and other similar payments or income arising from the Authorised Investments (as defined herein) of EHT.

For each of Forecast Period 2019 and Projection Year 2020, the difference in DPS shall be the difference in actual DPS in such financial year with the projected DPS, as set out in the Profit Forecast and Profit Projection.

The Trustee-Manager may elect to receive the Base Fee and Performance Fee in the form of cash and/or Stapled Securities or, as the case may be, EH-BT Units (as the Trustee-Manager may elect), in such proportions as may be determined by the Trustee-Manager.

Where the Base Fee and the Performance Fee are payable in the form of Stapled Securities or, as the case may be, EH-BT Units, such payment shall be made within 30 days of the last day of every calendar quarter (in relation to the Base Fee) and every financial year (in relation to the Performance Fee), or such longer period as the Trustee-Manager may determine in the event that the Base Fee and/or Performance Fee cannot be computed within 30 days of the last day of the relevant period), in arrears.

Where the Base Fee and the Performance Fee are payable in the form of cash, such payment shall be made within 30 days of the last day of every calendar month (in relation to the Base Fee) or financial year (in relation to the Performance Fee) or such other period as the Trustee-Manager may determine (or such longer period as the Trustee-Manager may determine in the event that the Base Fee cannot be computed within 30 days of the last day of the relevant period), in arrears and in the event that cash is not available to make the whole or part of such payment, then payment of such Base Fee or Performance Fee due and payable to the Trustee-Manager shall be deferred to the next calendar month when cash is available.

Any increase in the rate or any change in the structure of the Trustee-Manager's management fees must be approved by an Extraordinary Resolution at a meeting of the holders of EH-BT Units duly convened and held in accordance with the provisions of the EH-BT Trust Deed. For the avoidance of doubt, the Trustee-Manager's change in its election to receive cash or EH-BT Units or a combination of cash and EH-BT Units is not considered as a change in structure of the Trustee-Manager's management fees.

Trustee fee

Under the EH-BT Trust Deed, 0.1% per annum of the value of the EH-BT Trust Property and subject to a minimum fee of US\$10,000 per month, if any, shall be paid to the Trustee-Manager as trustee fees, provided that the value of the EH-BT Trust Property is at least US\$50.0 million and EH-BT is active.

For the purpose of calculating the trustee fee, if EH-BT holds only a partial interest in any of its EH-BT Trust Property, such EH-BT Trust Property shall be pro-rated in proportion to the partial interest held.

The trustee fee shall be payable in arrears on a quarterly basis in the form of cash.

Acquisition fee and divestment fee payable to the Trustee-Manager

The Trustee-Manager is entitled to:

- an acquisition fee of 0.75% for acquisitions from Related Parties and 1.0% for all other cases (or such lower percentage as may be determined by the Trustee-Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double counting):
 - (i) in the case of an acquisition of real estate, the acquisition price of any real estate purchased by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments¹ in addition to the acquisition price made by EH-BT or its SPVs to the vendor in connection with the purchase of the real estate (pro-rated if applicable to the proportion of EH-BT's interest);
 - (ii) in the case of an acquisition of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate, purchased by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments¹ made by EH-BT or its SPVs to the vendor in connection with the purchase of such equity interests (pro-rated if applicable to the proportion of EH-BT's interest); or
 - (iii) the acquisition price of any investment purchased by EH-BT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

1 "other payments" refer to additional payments to the vendor of the real estate, for example, where the vendor has already made certain payments for enhancements to the real estate, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-BT acquires a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity paid by EH-BT as purchase consideration and any debt of the special purpose company.

- a divestment fee of 0.5% of any of the following as is applicable (subject to there being no double-counting):
 - (i) in the case of a sale of real estate, the sale price of any real estate sold or divested, whether directly or indirectly through one or more SPVs, by EH-BT, plus any other payments¹ in connection with the sale or divestment of the real estate (pro-rated if applicable to the proportion of EH-BT's interest);
 - (ii) in the case of a sale of the equity interests of any vehicle holding directly or indirectly the real estate, the underlying value² of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested by EH-BT, whether directly or indirectly through one or more SPVs, plus any other payments¹ received by the EH-BT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests (pro-rated if applicable to the proportion of EH-BT's interest); or
 - (iii) the sale price of the investment sold or divested by EH-BT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

The acquisition fee and divestment fee are payable to the Trustee-Manager in the form of cash and/or Stapled Securities or, as the case may be, EH-BT Units as the Trustee-Manager may elect, and in such proportion as may be determined by the Trustee-Manager.

The acquisition fee or, as the case may be, the divestment fee is payable as soon as practicable after the completion of the acquisition of the Authorised Investment or, as the case may be, the completion of the sale or disposal. For so long as the Stapled Securities or, as the case may be, EH-BT Units are listed, when acquisition fee or, as the case may be, the divestment fee are payable in the form of Stapled Securities or, as the case may be, EH-BT Units, the Trustee-Manager shall be entitled to receive such number of Stapled Securities or, as the case may be, EH-BT Units as may be purchased with the relevant amount of the acquisition fee or, as the case may be, the divestment fee at an issue price equivalent to the "market price". Please refer to "The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EHT – Issue of the Stapled Securities" for further details of the calculation of the prevailing market price of the Stapled Securities.

Any increase in the rate or any change in the structure of the Trustee-Manager's management fee and trustee fee, or in the maximum permitted level of the acquisition fee or divestment fee, must be approved by an Extraordinary Resolution passed at a meeting of holders of EH-BT Units duly convened and held in accordance with the provisions of the EH-BT Trust Deed.

1 "other payments" refer to additional payments to EH-BT or its SPVs for the sale of the real estate, for example, where EH-BT or its SPVs have already made certain payments for enhancements to the real estate, and the value of the asset enhancements are not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if EH-BT sells or divests a special purpose company which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity received by EH-BT as sale price and any debt of the special purpose company.

Development management fee payable to the Trustee-Manager

The Trustee-Manager is also entitled to receive development management fees equivalent to 3.0% of the Total Project Costs incurred in a Development Project undertaken by the Trustee-Manager on behalf of EH-BT.

Where the estimated Total Project Costs are greater than US\$100.0 million, the Trustee-Manager will be entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs up to US\$100.0 million. For the remaining Total Project Costs in excess of US\$100.0 million, the Trustee-Manager's independent directors will first review and approve the quantum of the development management fee whereupon the Trustee-Manager may be directed to reduce the development management fee. Further, in cases where the market pricing for comparable services is materially lower than the development management fee, the Trustee-Manager shall have the discretion to accept a development management fee which is less than 3.0% of the total project Costs incurred in a Development Project undertaken by the Trustee-Manager on behalf of EH-BT.

For the avoidance of doubt, no acquisition fee shall be paid when the Trustee-Manager receives the development management fee for a Development Project.

Any increase in the percentage of the development management fee or any change in the structure of the development management fee must be approved by an Extraordinary Resolution passed at a meeting of holders of EH-BT Units duly convened and held in accordance with the provisions of the EH-BT Trust Deed.

(See "Overview – The Structure of EHT – Certain Fees and Charges" for further details).

Retirement or Removal of the Trustee-Manager

Under the BTA, the Trustee-Manager may only be removed, as trustee-manager of EH-BT, if a resolution to remove the Trustee-Manager is approved by holders of EH-BT Units holding in the aggregate not less than three-fourths of the voting rights of all the holders of the EH-BT Units who, being entitled to do so, vote in person or where proxies are allowed, by proxy present at a meeting of the holders of EH-BT Units or the Trustee-Manager may resign as trustee-manager. Any removal or resignation of the Trustee-Manager must be made in accordance with such procedures as the MAS may prescribe. Any purported change of the trustee-manager of a registered business trust is ineffective unless it is made in accordance with the BTA.

The Trustee-Manager will remain the trustee-manager of EH-BT until another person is appointed by:

- the holders of EH-BT Units to be the trustee-manager of EH-BT; or
- the court under Section 21(1) of the BTA to be the temporary trustee-manager of EH-BT,

and such appointment shall be effective from the date stated in the resolution of the holders of EH-BT Units or court order as the effective date of the appointment of the trustee-manager or temporary trustee-manager, as the case may be.

Pursuant to Section 21(1) of the BTA, upon application by the MAS or the Trustee-Manager or a holder of EH-BT Units, the court may, by order, appoint a company that has consented in writing to serve as a temporary trustee-manager to be the temporary trustee-manager of EH-BT for a period of three months if the court is satisfied that the appointment is in the interest of the holders of EH-BT Units.

The temporary trustee-manager of EH-BT is required, within such time and in accordance with such requirements as may be prescribed by the MAS, to take such steps to enable the holders of EH-BT Units to appoint another person as the trustee-manager (not being a temporary trustee-manager) of EH-BT.

Corporate Governance of the Trustee-Manager

The BTA stipulates requirements and obligations in respect of corporate governance that are more stringent than those for companies and collective investment schemes. Corporate governance of companies and collective investment schemes are governed by the Code of Corporate Governance 2018 and, in the case of collective investment schemes, the CIS Code. The Code of Corporate Governance 2018 and the CIS Code only set out broad principles for guidance while the regime under the BTA sets out the requirements for, among other things, board composition of a trustee-manager and independence of directors of a trustee-manager. The following is a summary of the material provisions of the BTA insofar as they relate to the Trustee-Manager Board.

Composition of the Trustee-Manager Board

Under Regulation 12(1) of the BTR, the Trustee-Manager Board is required to comprise:

- at least a majority of Trustee-Manager Directors who are independent from management and business relationships with the Trustee-Manager;
- at least one-third of Trustee-Manager Directors who are independent from management and business relationships with the Trustee-Manager and from every Substantial Shareholder of the Trustee-Manager; and
- at least a majority of Trustee-Manager Directors who are independent from any single Substantial Shareholder of the Trustee-Manager.

The Trustee-Manager Board consists of seven members, four of whom are Independent Directors for the purposes of the BTA.

In addition to compliance with requirements under the BTA, the composition of the Trustee-Manager Board is determined using the following principles:

- the Chairman of the Trustee-Manager Board should be a non-executive Director;
- the Trustee-Manager Board should consist of Directors with a broad range of commercial experience including expertise in funds management, legal matters, audit and accounting and the property industry; and
- at least one-third of the Trustee-Manager Board should comprise independent directors

However, according to Provision 2.2 of the Code of Corporate Governance 2018, independent directors are to make up a majority of the Trustee-Manager Board where the Chairman is not an independent director.

The composition of the Trustee-Manager Board will be reviewed regularly to ensure that the Trustee-Manager Board has the appropriate mix of expertise and experience.

Independence of the Trustee-Manager Directors

A majority of the Trustee-Manager Directors must be independent from management and business relationships with the Trustee-Manager.

(i) Independence from management and business relationships

To be considered to be independent from management and business relationships with the Trustee-Manager (whether or not the Trustee-Manager is acting for or on behalf of EH-BT or EHT), a Trustee-Manager Director must not have any:

- management relationships with the Trustee-Manager or with any of its subsidiaries; and
- business relationships with the Trustee-Manager or with any of its related corporations, or with any officer of the Trustee-Manager or any of its related corporations,

that could interfere with the exercise of his independent judgment with regard to the interests of all the holders of EH-BT Units as a whole.

(ii) Independence from management relationships

A Trustee-Manager Director is not considered to be independent from management relationships with the Trustee-Manager if:

- he is employed by the Trustee-Manager or by any of its subsidiaries, or has been so employed, at any time during the current financial year or any of the preceding three financial years of the Trustee-Manager;
- any member of his immediate family:
 - is being employed by the Trustee-Manager or by any of its subsidiaries as an executive officer whose compensation is determined by the Trustee-Manager Board or the subsidiary, as the case may be; or
 - has been so employed at any time during the current financial year or any of the preceding three financial years of the Trustee-Manager; or
- he is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the management of the Trustee-Manager or any of its subsidiaries.

(iii) Independence from business relationships

A Trustee-Manager Director is not considered to be independent from business relationships with the Trustee-Manager or with any of its related corporations, or with any officer of the Trustee-Manager or any of its related corporations, if:

- he is a Substantial Shareholder of the Trustee-Manager, a director or an executive officer of any corporation, or a sole proprietor or partner of any firm, where such corporation, sole proprietorship or firm carries on business for purposes of profit to which the Trustee-Manager or any of its related corporations has made, or from which the Trustee-Manager or any of its related corporations has received, payments (whether or not the Trustee-Manager is acting for or on behalf of EH-BT or EHT) at any time during the current or immediately preceding financial year of the Trustee-Manager; or

- he is receiving or has received compensation from the Trustee-Manager or any of its related corporations, other than remuneration received for his service as an Trustee-Manager Director or as an employee of the Trustee-Manager or any of its related corporations, at any time during the current or immediately preceding financial year of the Trustee-Manager.

(iv) Independence from Substantial Shareholders of the Trustee-Manager

A Trustee-Manager Director is considered to be independent from a Substantial Shareholder of the Trustee-Manager if he is not that Substantial Shareholder or is not connected to that Substantial Shareholder.

The Trustee-Manager Director is connected to the Substantial Shareholder if:

- in the case where the Substantial Shareholder is an individual, the Trustee-Manager Director is:
 - a member of the immediate family of the Substantial Shareholder;
 - a partner of a firm of which the Substantial Shareholder is also a partner; or
 - accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Substantial Shareholder; or
- in the case where the Substantial Shareholder is an corporation, the Trustee-Manager Director is:
 - employed by the Substantial Shareholder;
 - employed by a subsidiary or an associated company (as defined in the Securities and Futures (Offers of Investments) (Business Trusts) (No. 2) Regulations 2005) of the Substantial Shareholder;
 - a director of the Substantial Shareholder;
 - an executive director of a subsidiary or an associated company of the Substantial Shareholder;
 - a non-executive director of a subsidiary or an associated company of the Substantial Shareholder, where the subsidiary or associated company is not the Trustee-Manager;
 - a partner of a firm of which the Substantial Shareholder is also a partner; or
 - accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Substantial Shareholder.

None of the Trustee-Manager Directors would, by definition under the BTR, be independent from a Substantial Shareholder as the Managers are indirectly 51% owned by Howard Wu and 49% owned by Taylor Woods. The Founders are the co-founders of the Sponsor and they each own 50% of the common equity interests in the Sponsor.

Operationally, the structure of EHT would require a high degree of co-operation between the Managers. In order for EH-REIT and EH-BT to function effectively, it is important that the Managers co-operate with each other in, for example:

- sharing accounting and other information as may be necessary or desirable to fulfil their respective obligations under the stapling deed;
- preparing and providing financial information to investors;
- holding general meetings;
- issuing Stapled Securities; and
- making distributions.

The MAS has granted an exemption from the requirement for the Trustee-Manager Directors to be independent from the Substantial Shareholders of the Trustee-Manager while EH-REIT is stapled to EH-BT, subject to certain conditions, on the basis that there will be no real prejudice to the interests of the holders of EH-BT Units as the EH-BT Units and EH-REIT Units will be stapled together and held by the same investors. The stapling together of EH-BT Units and EH-REIT Units means that the holders of EH-BT Units are at the same time the investors of the Stapled Securities, who stand to benefit as a whole regardless of whether the appointed Trustee-Manager Directors are independent of the Substantial Shareholders of the Trustee-Manager. Since the EH-REIT Units and EH-BT Units are held by the same pool of investors in the same proportion, concerns and potential abuses applicable to interested party transactions will be absent in transactions between EH-REIT and EH-BT.

Dealings in Stapled Securities or, as the case may be, EH-BT Units

Currently, the BTA requires each Trustee-Manager Director to give notice in writing to the Trustee-Manager of his acquisition of Stapled Securities or (in the event that Unstapling has taken place) EH-BT Units or changes in the number of Stapled Securities, or (as the case may be) EH-BT Units which he holds or in which he has an interest, within two Business Days after the date on which the Trustee-Manager Director became a director of the Trustee-Manager or the date of such acquisition or the occurrence of the event giving rise to changes in the number of Stapled Securities, or (as the case may be) EH-BT Units which he holds or in which he has an interest.

Pursuant to Section 137N of the SFA, each Trustee-Manager Director and the Trustee-Manager Chief Executive Officer is required to give notice in writing to the Trustee-Manager of, among other things, particulars of his interest in EH-BT Units or of changes in the number of EH-BT Units which he has an interest, within two Business Days after the date on which the Trustee-Manager Director or Trustee-Manager Chief Executive Officer became a director or chief executive officer of the Trustee-Manager or the date on which he acquires an interest in the EH-BT Units or he becomes aware of the occurrence of the event giving rise to changes in the number of EH-BT Units in which he has an interest.

All dealings in Stapled Securities by the Trustee-Manager Directors and the Chief Executive Officer of the Trustee-Manager, will be announced via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com>.

The directors and employees of the Trustee-Manager are prohibited from dealing in the Stapled Securities or (as the case may be) EH-BT Units:

- in the period commencing one month before the public announcement of the annual results and (where applicable) property valuations, and two weeks before the public announcement of the quarterly results of EHT or (in the event that Unstapling has taken place) EH-BT, and ending on the date of announcement of the relevant results or (as the case may be) property valuations; and
- at any time while in possession of price sensitive information.

The directors and employees of the Trustee-Manager are also prohibited from communicating price sensitive information to any person.

Pursuant to Section 137R of the SFA, the Trustee-Manager is required to announce to the SGX-ST the particulars of its holdings in the EH-BT Units and any changes thereto as soon as practicable and in any case no later than the end of the Business Day in Singapore following the day on which it acquires or, as the case may be, disposes of any EH-BT Units.

Management of Business Risk

The following will be put in place by the Trustee-Manager to manage business risk when EH-BT becomes active.

The Trustee-Manager Board will meet quarterly or more frequently if necessary and will review the financial performance of EH-BT against the budget previously approved by the Trustee-Manager Board for the relevant financial year. The Trustee-Manager Board will also review the business risks of EH-BT, examine liability management and will act upon any comments from both the internal and external auditors of EH-BT.

In assessing business risk, the Trustee-Manager Board will consider the economic environment and risks relevant to the property industry. It will review management reports and feasibility studies on individual development projects prior to approving major transactions. The management will meet regularly to review the operations of the Trustee-Manager and EH-BT and discuss any disclosure issues.

Interested Person Transactions and Potential Conflicts of Interest

In general, transactions between:

- an entity at risk (in this case, the Trustee-Manager (acting in its capacity as the trustee-manager of EH-BT) or any of the subsidiaries or associated companies of EH-BT); and
- any of the Interested Persons (namely the Trustee-Manager (acting in its personal capacity), a related corporation or related entity of the Trustee-Manager (other than a subsidiary or subsidiary entity of EH-BT), an associated company or associated entity of the Trustee-Manager (other than an associated company or associated entity of EH-BT) (as defined in the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018), a Director, Chief Executive Officer or controlling shareholder of the Trustee-Manager, a controlling Stapled Securityholder or an associate of any such Director, Chief Executive Officer, controlling shareholder or controlling Stapled Securityholder),

would constitute an Interested Person Transaction.

The Trustee-Manager's Internal Control System

The Trustee-Manager will establish an internal control system to ensure that all future Interested Person Transactions:

- will be undertaken on normal commercial terms in accordance with the relevant laws, regulations and guidelines that apply to EH-BT; and
- will not be prejudicial to the interests of EH-BT and Stapled Securityholders.

The Trustee-Manager will maintain a register to record all Interested Person Transactions which are entered into by EH-BT and the bases, including any quotations from unrelated parties obtained to support such bases, on which they are entered into.

The Trustee-Manager will also incorporate into its internal audit plan a review of all Interested Person Transactions entered into by EH-BT.

Where matters concerning EH-BT relate to transactions entered into or to be entered into by the Trustee-Manager for and on behalf of EH-BT with a Related Party of the Trustee-Manager (which would include relevant associates thereof) or EH-BT, the Trustee-Manager is required to consider the terms of such transactions to satisfy itself that such transactions are conducted:

- on normal commercial terms;
- are not prejudicial to the interests of EH-BT and Stapled Securityholders; and
- in accordance with all applicable requirements of the Listing Manual and the BTA relating to the transaction in question.

If the Trustee-Manager is to sign any contract with a Related Party of the Trustee-Manager or EH-BT, the Trustee-Manager will review the contract to ensure that it complies with the provisions of the Listing Manual and the BTA relating to Interested Person Transactions (as may be amended from time to time) as well as such other guidelines as may from time to time be prescribed by the MAS and the SGX-ST to apply to business trusts.

Save for the transactions described under "Management and Corporate Governance – EH-BT – Interested Person Transactions and Potential Conflicts of Interest – Interested Person Transactions in Connection with the Setting up of EH-BT", EH-BT will comply with Rule 905 of the Listing Manual by announcing any Interested Person Transaction in accordance with the Listing Manual if such transaction, by itself or when aggregated with other Interested Person Transactions entered into with the same Interested Person during the same financial year, is 3.0% or more of EH-BT's latest audited net tangible assets. The aggregate value of all Interested Person Transactions which are subject to Rules 905 and 906 of the Listing Manual in a particular financial year will be disclosed in EH-BT's annual report for the relevant financial year.

Interested Person Transactions in connection with the setting up of EH-BT

The Trustee-Manager, on behalf of EH-BT, entered into a number of transactions with certain Interested Persons in connection with the setting up of EH-BT. These Interested Person Transactions are as follows:

- The Trustee-Manager entered into the EH-BT Trust Deed in connection with the setting up of EH-BT. The Trustee-Manager has also entered into the Stapling Deed with the REIT Manager and REIT Trustee. The terms of the EH-BT Trust Deed and Stapling Deed are generally described in "The Formation and Structure of EHT, EH-REIT and EH-BT".

Based on its experience, expertise and knowledge of contracts, the Trustee-Manager believes that the agreement above are made on normal commercial terms, on an arm's length basis and are not prejudicial to the interests of EH-BT and the Stapled Securityholders.

Exempted Agreements

The entry into and the fees and charges payable by EH-BT under the EH-BT Trust Deed and the Stapling Deed, which each constitutes an Interested Person Transaction, are deemed to have been specifically approved by Stapled Securityholders upon purchase of the Stapled Securities and are therefore not subject to Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or bases of the fees charged thereunder which will adversely affect EH-BT. However, the renewal of such agreements or amendments thereof will be subject to Rules 905 and 906 of the Listing Manual. (See "Overview – Certain Fees and Charges" for the fees and charges payable by EH-BT in connection with the establishment of EH-BT.)

Any renewal of such agreements or amendments thereof will be subject to Rules 905 and 906 of the Listing Manual. (See "Management and Corporate Governance – EH-BT – Interested Person Transactions and Potential Conflicts of Interest – The Trustee-Manager's Internal Control System" for further details.)

Future Interested Person Transactions

EH-BT is regulated by the Listing Manual and the BTA. The Listing Manual and the BTA regulate all Interested Person Transactions. Depending on the materiality of the transaction, EH-BT may be required to make a public announcement of the transaction (pursuant to Rule 905 of the Listing Manual), or to make a public announcement of and to obtain the prior approval of Stapled Securityholders for the transaction (pursuant to Rule 906 of the Listing Manual). Section 86 of the BTA further requires (i) the Trustee-Manager Board to make a written statement in accordance with a resolution of the Trustee-Manager Board and signed by not less than two Trustee-Manager Directors on behalf of the Trustee-Manager Board certifying that, among other things, the relevant Interested Person Transaction is not detrimental to the interests of all Stapled Securityholders as a whole based on the circumstances at the time of the transaction, and (ii) the Chief Executive Officer of the Trustee-Manager to, in his or her personal capacity, make a written statement certifying that he or she is not aware of any violation of duties of the Trustee-Manager that would have a material adverse effect on the business of EH-BT and the interests of all Stapled Securityholders as a whole. These statements must be annexed to the profit and loss accounts of EH-BT in its annual financial statements.

In addition to these written statements, Section 87 of the BTA also requires the Trustee-Manager Board to attach to EH-BT's profit and loss accounts, a statement of policies and practices in relation to management and governance of EH-BT containing such information as prescribed by Regulation 20 of the BTR including, among other things, a description of measures put in place by the Trustee-Manager to review Interested Person Transactions in relation to EH-BT.

The EH-BT Trust Deed requires the Trustee-Manager to comply with the provisions of the Listing Manual relating to Interested Person Transactions as well as the BTA and such other guidelines relating to Interested Person Transactions as may be prescribed by the MAS or the SGX-ST applying to business trusts.

The Trustee-Manager may at any time in the future seek a general annual mandate from Stapled Securityholders pursuant to Rule 920(1) of the Listing Manual for recurrent transactions of a revenue or trading nature or those necessary for its day-to-day operations with Interested Persons, and all transactions conducted under such a general mandate for the relevant financial year will not be subject to the requirements under Rules 905 and 906 of the Listing Manual. In seeking such a general annual mandate, the Trustee-Manager will appoint an independent financial adviser pursuant to Rule 920(1)(b)(v) of the Listing Manual to render an opinion as to

whether the methods or procedures for determining the transaction prices of the transactions contemplated under the annual general mandate are sufficient in an effort to ensure that such transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of EH-BT and Stapled Securityholders.

Both the BTA and the Listing Manual requirements would have to be complied with in respect of a proposed Interested Person Transaction that is *prima facie* governed by both sets of rules. Where matters concerning EH-BT relate to transactions entered or to be entered into by the Trustee-Manager for and on behalf of EH-BT with an Interested Person (as defined under the Listing Manual and/or the BTA), the Trustee-Manager is required to ensure that such transactions are conducted in accordance with applicable requirements of the Listing Manual, the BTA and/or such other applicable guidelines relating to the transaction in question.

Potential Conflicts of Interest

The Trustee-Manager is required to prioritise EH-BT Unitholders' interests over those of the Trustee-Manager and its shareholders in the event of a conflict of interest.

The Trustee-Manager has instituted the following procedures to deal with potential conflict of interest issues:

- All key executive officers will be employed by the Trustee-Manager and will not hold executive positions in other entities;
- All resolutions in writing of the Trustee-Manager Directors in relation to matters concerning EH-BT must be approved by at least a majority of the Trustee-Manager Directors (excluding any interested Director), including at least one independent Trustee-Manager Director;
- At least one-third of the Trustee-Manager Board shall comprise independent directors, provided that where the (i) the Chairman of the Trustee-Manager Board and the Chief Executive Officer is the same person, (ii) the Chairman of the Trustee-Manager Board and the Chief Executive Officer are immediate family members, (iii) the Chairman of the Trustee-Manager Board is part of the management team; (iv) the Chairman of the Trustee-Manager Board is not an independent director or (v) the EH-BT Unitholders do not have the right to appoint directors, at least half the Trustee-Manager Board shall comprise independent directors;
- In respect of matters in which a Trustee-Manager Director or his associates (as defined in the Listing Manual) has an interest, direct or indirect, such interested director will abstain from voting. In such matters, the quorum must comprise a majority of the Trustee-Manager Directors and must exclude such interested director;
- In respect of matters in which the Sponsor and/or its subsidiaries have an interest, direct or indirect, for example, in matters relating to:
 - potential acquisitions of additional properties or property-related investments by EH-BT in competition with the Sponsor; and/or
 - competition for tenants, hotel management operators and Hotel Franchisors between properties owned by EH-BT and properties owned by the Sponsor;
- any nominees appointed by the Sponsor and/or its subsidiaries to the Trustee-Manager Board to represent their interests will abstain from deliberation and voting on such matters. In such matters, the quorum must comprise a majority of the independent Trustee-Manager directors and must exclude nominee directors of the Sponsor and/or its subsidiaries;

- Where matters concerning EH-BT relate to transactions entered into or to be entered into by the Trustee-Manager for and on behalf of EH-BT with a Related Party of the Trustee-Manager (which would include relevant associates thereof) or the EH-BT, the Trustee-Manager Board is required to consider the terms of the transactions to satisfy itself that the transactions are conducted on normal commercial terms, are not prejudicial to the interests of EH-BT and EH-BT Unitholders and are in compliance with all applicable requirements of the Listing Manual and the BTA relating to the transaction in question. If the Trustee-Manager is to sign any contract with a Related Party of the Trustee-Manager or EH-BT, the Trustee-Manager will review the contract to ensure that it complies with the provisions of the Listing Manual and the BTA relating to Interested Person Transactions (as may be amended from time to time) as well as any other guidelines as may from time to time be prescribed by the MAS and the SGX-ST that apply to business trusts;
- Save as to resolutions relating to the removal of the Trustee-Manager, the Trustee-Manager and its associates are prohibited from voting or being counted as part of a quorum for a meeting of the EH-BT Unitholders convened to approve any matter in which the Trustee-Manager and/or any of its associates has an interest, and for so long as the Trustee-Manager is the manager of the EH-BT, the controlling shareholders (as defined in the Listing Manual) of the Trustee-Manager and of any of its associates are prohibited from voting or being counted as part of a quorum for any meeting of the EH-BT Unitholders convened to consider a matter in respect of which the relevant controlling shareholders of the Trustee-Manager and/or any of its associates have an interest; and
- It is also provided in the EH-BT Trust Deed that if the Trustee-Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement entered into by the Trustee-Manager for and on behalf of EH-BT with a Related Party of the Trustee-Manager, the Trustee-Manager shall be obliged to consult with a reputable law firm (acceptable to the Trustee-Manager) who shall provide legal advice on the matter. If the said law firm is of the opinion that the Trustee-Manager, on behalf of the EH-BT, has a *prima facie* case against the party allegedly in breach under such agreement, the Trustee-Manager shall be obliged to take appropriate action in relation to such agreement. The Trustee-Manager Directors (including the independent directors) will have a duty to ensure that the Trustee-Manager so complies.

It should be noted that under Section 6(3) of the BTA, the Trustee-Manager is prohibited from carrying on any business other than the management and operation of EH-BT as its trustee-manager.

ANNUAL REPORTS

So long as EH-REIT is stapled to EH-BT, an annual report covering the period incorporating disclosures as required under the Listing Manual and all relevant laws (including the Property Funds Appendix) will be issued by EHT within the timeframe as set out in the Listing Manual and the CIS Code, and at least 14 days before the annual general meeting of Stapled Securityholders, containing, among other things, the following key items:

- (a) details of all real estate transactions entered into during the accounting period including the identity of the buyers or sellers, purchase or sale prices, and their valuations (including the methods used to value the assets);
- (b) details of EH-REIT's and (if applicable) EH-BT's real estate assets, their purchase prices and latest valuations, rentals received and occupancy rates, or the remaining terms of EH-REIT's leasehold properties, where applicable;

- (c) the tenant profile of EH-REIT's real estate assets, including the:
 - (A) total number of tenants;
 - (B) top 10 tenants, and the percentage of the total gross rental income attributable to each of these top 10 tenants;
 - (C) trade sector mix of tenants, in terms of the percentage of total gross rental income attributable to major trade sectors;
 - (D) lease maturity profile, in terms of the percentage of total gross rental income, for each of the next five years; and
 - (E) weighted average lease expiry of both EH-REIT's portfolio and new leases entered into during the year (and the proportion of revenue attributed to these leases). The weighted average lease expiry should be calculated based on the date of commencement of the leases;
- (d) in respect of the other assets of EH-REIT, details of the:
 - (A) 10 most significant holdings (including the amount and percentage of fund size at market valuation); and
 - (B) distribution of investments in dollar and percentage terms by country, asset class (e.g. equities, mortgage-backed securities, bonds, etc.) and by credit rating of all debt securities (e.g. "AAA", "AA", etc.);
- (e) details of EH-REIT's exposure to financial derivatives, including the amount (i.e. net total aggregate value of contract prices) and percentage of derivatives investment of total fund size and at market valuation;
- (f) details of EH-REIT's investments in other property funds, including the amount and percentage of total fund size invested in;
- (g) details of borrowings of EH-REIT and the maturity profile of the borrowings;
- (h) details of deferred payment arrangements entered into by EH-REIT, if applicable;
- (i) the total operating expenses of EH-REIT, including all fees and charges paid to the manager, adviser and interested parties (in both absolute terms, and as a percentage of EH-REIT's NAV as at the end of the financial year) and taxation incurred in relation to EH-REIT's real estate assets;
- (j) the distributions declared by EH-REIT for the financial year;
- (k) the performance of EH-REIT in a consistent format, covering various periods of time (e.g. one-year, three-year, five-year or 10-year) whereby:
 - (A) in the case where EH-REIT is unlisted, such performance is calculated on an "offer to bid" basis over the period; or
 - (B) in the case where EH-REIT is listed, such performance is calculated on the change in the Unit price transacted on the stock exchange over the period;
- (l) its NAV per unit at the beginning and end of the financial year; and

- (m) where EH-REIT is listed, the unit price quoted on the SGX-ST at the beginning and end of the financial year, the highest and lowest Unit price and the volume traded during the financial year;
- (n) the amount of rental support payments received by EH-REIT during the financial year and the effect of these payments on EH-REIT's DPU;
- (o) where the rental support arrangement is embedded in a master lease arrangement, the difference between the amount of rents derived under the master lease arrangement during the financial year and the projected market rents of the underlying leases for that financial year as computed at the time of entry or renewal of the master lease arrangement;
- (p) any material deviation of actual DPU from forecast DPU, together with detailed explanations for the deviation; and
- (q) such other items which may be required to be disclosed under the prevailing applicable laws, regulations and rules.

The first report will cover the period from the Listing Date to 31 December 2019.

Additionally, EHT will announce the NAV of EH-REIT and EH-BT on a quarterly basis. The announcement of the NAV of EH-REIT and EH-BT will be based on the latest available valuation of the real estate of EH-REIT and EH-BT, which will be conducted at least once a year (as required under the Property Funds Appendix). The first such valuation will be conducted by 31 December 2019.

The Trustee-Manager Board is also required under Section 86 of the BTA to make a written statement, in accordance with a board resolution and signed by not less than two directors on behalf of the Trustee-Manager Board, certifying that:

- (i) fees or charges paid or payable out of the EH-BT Trust Property to the Trustee-Manager are in accordance with the EH-BT Trust Deed;
- (ii) Interested Person Transactions are not detrimental to the interests of all the holders of EH-BT Units as a whole based on the circumstances at the time of the transaction; and
- (iii) The Trustee-Manager Board is not aware of any violation of duties of the Trustee-Manager which would have a materially adverse effect on the business of EH-BT or on the interests of all the holders of EH-BT Units as a whole.

Such statement must be attached to the profit and loss accounts of EH-BT.

THE SPONSOR

The Sponsor, Urban Commons, LLC is a privately-held real estate investment and development firm which managed the USHI Portfolio and is active across a range of property types with a specific emphasis on hotels. Founded in 2008 and headquartered in Los Angeles, United States, the Sponsor has a highly experienced and dedicated team of staff responsible for its business activities including acquisitions, development, finance, accounting, and asset management. The Sponsor aims to deliver strong risk-adjusted returns using a value-add investment strategy in top-tier US metropolitan statistical areas.

Since inception, the Sponsor has completed 38 real estate acquisition and divestment transactions. As at 31 December 2018, the Sponsor has total assets under management of approximately more than US\$1.0 billion including 14 hospitality assets of which 12 represent the USHI Portfolio.

The Sponsor manages and/or owns 12 properties under various stages of entitlement and development, spanning hospitality, multifamily, retail, and assisted living. The current estimated value of these developments, subject to final development plans and date of completion, is in excess of US\$800 million upon completion.

Track Record in Hospitality Assets

The Sponsor has deep experience in managing and investing in hotels, having managed the USHI Portfolio previously and having steadily built up its portfolio and has approximately 4,115 rooms under management as at 31 December 2018. As an independent owner of its hotel portfolio assets, it contracts with global and reputable franchisors and brands with strong distribution capabilities, such as HWHI, IHG and Marriott. Upon acquisition, the Sponsor aims to optimise and improve the utilisation, branding, performance and management of the hotels through the following methods:

- **Optimising Under-utilised Hotels:** The Sponsor optimises the utilisation of hotels through capital expenditure, design and operational changes to enhance and expand the services, facilities, and amenities. This might include adding a food and beverage venue or repurposing unused lobby space.
- **Re-branding of Hotels:** The Sponsor analyses market offerings, reviews competitive landscapes and analyses available franchise openings to determine a suitable franchise which would enhance the performance of the hotel. The Sponsor employs prominent, global brands with service requirements that are right-sized for that particular property, guests, and labour market.
- **Enhancing Underperforming Hotels:** The Sponsor enhances the performance of its hotels by assessing the market drivers, competitive landscape and guest expectations, to ultimately determine the enhancements required for the hotel to fulfil its potential. The Sponsor may refine revenue management strategies, such as shifting focus to long-term corporate contracts that provide a recurring and stable income stream. Changing property managers to one more suited for that particular brand or geographic area may also be considered to optimise the performance of the hotel.
- **Renovating Under-capitalised Hotels:** The Sponsor incurs capital expenditure on the hotels and is involved in the selection of the design, renewal, and renovation scale, resulting in the up-branding or brand re-alignment of the hotels. Where properties are distressed or bought out of foreclosure, deferred maintenance can often be a pressing issue that, when addressed, has a material improvement on the guest experience.

The Sponsor has a track record of creating value in its hotel properties through the various strategies above and a summary of the approach undertaken for the properties included in the offering is set out in the Business & Properties section of the Prospectus.

(See “Business and Properties – Initial Portfolio of EHT”.)

Key Hospitality Milestones

The Sponsor’s extensive experience within hospitality specifically is demonstrated by the following hospitality-specific milestones:

2011: Acquired hotel located in Norwalk, Los Angeles County, California

Acquired Holiday Inn & Suites Anaheim⁽¹⁾

2012: Acquired Embassy Suites Anaheim North⁽¹⁾

Acquired The Westin Sacramento⁽¹⁾

Acquired hotel located in Costa Mesa, Orange County, California

2013: Acquired hotel development site in Grover Beach, California

Acquired Four Points by Sheraton San Jose Airport⁽¹⁾

Acquired Embassy Suites by Hilton Palm Desert⁽¹⁾

Acquired Holiday Inn Hotel & Suites San Mateo⁽¹⁾

2014: Acquired hotel development site in Newport Beach, California

Acquired Sheraton Pasadena⁽¹⁾

Acquired Ramada Hialeah

Acquired Crowne Plaza Danbury⁽¹⁾

Acquired Holiday Inn Resort Orlando Suites – Waterpark⁽¹⁾

2015: Acquired Holiday Inn Denver East – Stapleton⁽¹⁾

Acquired Renaissance Denver Stapleton⁽¹⁾

2016: Acquired hotel development site in Los Angeles, California

Acquired The Queen Mary Long Beach⁽¹⁾

Sale of hotel located in Norwalk, Los Angeles County, California

Sale of hotel located in Costa Mesa, Orange County, California

2018: Acquired hotel located in New York City

Note:

(1) Denotes property managed on behalf of U.S. Hospitality Investments LLC and included in the Initial Portfolio.

THE FORMATION AND STRUCTURE OF EHT, EH-REIT AND EH-BT

The Deeds are complex documents and the following is a summary only and is qualified in its entirety by, and is subject to, the contents of the Deeds. Investors should refer to the Deeds themselves to confirm specific information or for a detailed understanding of EHT, EH-REIT and EH-BT. A copy of the Stapling Deed and the EH-REIT Trust Deed are available for inspection at the registered office of the REIT Manager while a copy of the Stapling Deed and the EH-BT Trust Deed are available for inspection at the registered office of the Trustee-Manager.

THE FORMATION AND STRUCTURE OF EHT

EHT is a hospitality stapled group comprising units in EH-REIT and EH-BT. The EH-REIT Units and EH-BT Units are stapled together under the terms of the Stapling Deed and cannot be traded separately. The EH-REIT Units and EH-BT Units together form the Stapled Securities, and are treated as one instrument. EH-REIT cannot issue (including the issue of partly paid units), transfer, register the transfer, consolidate or divide, redeem or buy back or cancel any of its units, unless the same action occurs in respect of EH-BT, and *vice versa*.

As at the Listing Date, EH-BT will be dormant. It will, however, become active if any of the following occurs:

- It is appointed by EH-REIT as a Master Lessee of a Property. EH-BT will not, however, manage or operate any of the hotels in EH-REIT's portfolio, and the intention is for EH-BT to appoint a Hotel Manager to manage that hotel. EH-BT exists primarily as "a master lessee of last resort" with regard to the Properties so that in the event that the Master Lessees terminate or do not renew the Master Lease Agreements beyond their initial terms and EH-REIT is unable to lease any of the Properties to another master lessee for any reason, including failing to reach agreement on commercially favourable terms with other potential master lessees, then EH-BT will enter into a master lease agreement for the Property on substantially the same terms as the previous Master Lease Agreement (see "The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EH-BT" for further details);
- EH-REIT acquires hotels in the future, and, if there are no other suitable master lessees, leases these acquired hotels to EH-BT. EH-BT will then become a master lessee for that hotel and will appoint a Hotel Manager to manage that hotel, where such hotel management fees will be borne by the EH-BT (as master lessee); or
- EH-BT expands into other activities on its own such as project development and asset acquisitions.

Further, through EH-BT, EHT may undertake certain hospitality-related development projects, acquisitions and investments which may not be suitable for EH-REIT. EH-BT may thus acquire and/or invest in properties in its own name.

EH-REIT will not guarantee any debt of EH-BT, and *vice versa*. This will help to shield each entity from the other's financial obligations because each entity's creditors will not have recourse to the other.

The Stapling Deed

The EH-REIT Units and EH-BT Units are stapled together under the terms of the Stapling Deed. The Stapling Deed is governed by the laws of Singapore. In the event of any inconsistencies, the terms and conditions of the Stapling Deed takes precedence over the respective constitutions of the two entities forming EHT namely, the EH-REIT Trust Deed and the EH-BT Trust Deed.

Under the terms of the Stapling Deed, EH-REIT and EH-BT must co-operate with each other in all matters concerning the Stapled Securities and must make available to each other all information in their possession as may be necessary or desirable to fulfil their respective obligations under the Stapling Deed. EH-REIT and EH-BT must also keep confidential any information obtained concerning the affairs or assets of the other.

Notwithstanding the above, EH-REIT and EH-BT will remain separate entities. The Stapling Deed does not create any association, joint venture or partnership between EH-REIT and EH-BT for any purpose or authorising the sharing of the benefits of any assets (and any profits therefrom).

The Stapling Deed requires each Stapled Securityholder to hold the same number of EH-REIT Units and EH-BT Units. These units are stapled, meaning that an individual EH-REIT Unit may not be transferred, or otherwise dealt with, without the other corresponding stapled EH-BT Unit and vice versa. The units that together form each of the Stapled Securities are treated as one instrument for trading purposes. Each of the entities in EHT must not issue (including the issue of partly paid units and options), transfer, register the transfer, consolidate or divide, redeem or buy back or cancel any of the instruments that constitute the Stapled Securities unless the same action occurs in respect of the other constituent instruments and vice versa. For example, a takeover relating to EHT would need to apply to all components of the Stapled Securities.

In addition, so long as the EH-REIT Units and EH-BT Units are stapled together, in relation to:

- **Co-operation** – The Managers must co-operate with each other to ensure that each entity complies with its obligations under the Stapling Deed, the EH-REIT Trust Deed or, as the case may be, the EH-BT Trust Deed, the Companies Act, the SFA, the BTA, the Listing Manual, the Property Funds Appendix and any other legislation and regulations that may be relevant, as applicable;
- **Administration** – EH-REIT and EH-BT must co-operate with each other to carry out all the activities necessary for the administration of EHT such as developing and maintaining investor relations, including but not limited to customer service to investors, register analysis, information coordination and distribution, coordination of investor and analyst briefing and marketing, coordination of media releases and SGX-ST announcements (if applicable); corporate branding; and liaising with and responding to queries from the public in relation to EHT;
- **Issue price** – The Managers must agree from time to time the proportion of the issue price, the repurchase price or buy-back price of a Stapled Security which is to represent the issue price, the repurchase price or the buy-back price of each unit comprising the Stapled Security. The allocation of this amount is to be determined by agreement between the Managers before the issue, redemption or buy-back of the Stapled Security;
- **Options** – An offering or issue of options over the Stapled Securities may only take place if it is part of a concurrent offering or issue of options in EH-REIT Units and EH-BT Units. An option may only be exercised if, at the same time as EH-REIT Units are acquired under one option, the same person exercises an option over an identical number of units in EH-BT;

- **Meetings** – The directors or other representatives of the Managers may attend and speak at any meeting of the holders of EH-REIT Units and any meeting of the holders of EH-BT Units or invite any other person to attend and speak. If permitted by the Companies Act, any meeting of the holders of EH-REIT Units and any meeting of the holders of EH-BT Units may be held with and as part of a joint meeting of the holders of each entity. At any such joint meeting, on a poll, each Stapled Securityholder has one vote per Stapled Security;
- **Joint expenses** – All fees, costs, charges and expenses properly and reasonably incurred by the REIT Manager, the REIT Trustee and the Trustee-Manager in the carrying out of their duties under the Stapling Deed shall be paid in accordance with any agreement between the REIT Manager, the REIT Trustee and the Trustee-Manager. If the REIT Manager, the REIT Trustee and the Trustee-Manager are unable to reach agreement, the expenses will be borne equally between EH-REIT and EH-BT;
- **Interests of Stapled Securityholders** – So long as EH-REIT Units remain stapled to EH-BT Units, in exercising any power or discretion, (i) the REIT Manager, the REIT Trustee and the Trustee-Manager may have regard to the interests of Stapled Securityholders as a whole and not only to the interests of the holders of EH-REIT Units or holders of EH-BT Units separately; (ii) the REIT Manager shall exercise all due diligence and vigilance to safeguard the rights and interests of Stapled Securityholders whose rights and interests shall prevail in the event of a conflict of interests between the REIT Manager and the shareholder(s) of the REIT Manager collectively, and Stapled Securityholders; and (iii) the Trustee-Manager shall exercise all due diligence and vigilance to safeguard the rights and interests of Stapled Securityholders whose rights and interests shall prevail in the event of a conflict of interests between the Trustee-Manager and the shareholder(s) of the Trustee-Manager collectively, and Stapled Securityholders; and
- **Allocation of funds** – The Managers have the flexibility to allocate funds between EH-REIT and EH-BT.

Subject to the Companies Act, the SFA, the BTA, the Listing Manual, the CIS Code (including the Property Funds Appendix) and any other relevant legislation or regulations, EH-REIT and EH-BT may agree to cause the stapling of any further security to the Stapled Securities. Any such “attached securities” may be governed by the laws of a jurisdiction other than Singapore, and in the case of units in a trust constituted outside Singapore, subject to the grant by the MAS (at its discretion) of the relevant exemption under Singapore law if and when such stapling occurs. For the purposes of any such stapling, EH-REIT and EH-BT may make an in-specie distribution of securities to Stapled Securityholders.

Unstapling

From 11 April 2019, all Stapled Securities will remain stapled for so long as the Stapled Securities remain in issue, unless otherwise determined by (a) Extraordinary Resolutions passed by the holders of EH-REIT Units and the holders of EH-BT Units respectively, and prior approval from the SGX-ST for such Unstapling; or (b) if stapling becomes unlawful or prohibited by the relevant laws, regulations and guidelines, and with notification provided to the SGX-ST prior to such Unstapling; or (c) if either EH-REIT or, as the case may be, EH-BT is terminated or (as the case may be) wound up.

On and from the occurrence of an abovementioned Unstapling event, the Managers must procure that EH-REIT Units and EH-BT Units are unstapled. The Stapling Deed will cease to be of effect from that point in time except in relation to certain on-going obligations stated in the Stapling Deed.

If, as a consequence of Unstapling, the EH-REIT Units and the EH-BT Units are no longer stapled, the Managers must promptly:

- repay any outstanding amount (including any interest thereon) under any loan given to it by the other stapling entity prior to Unstapling, unless the other party agrees otherwise;
- pay any outstanding amounts (including any interests thereon) which the REIT Manager or the Trustee-Manager has agreed is its responsibility to repay (unless the Managers otherwise agree); and
- obtain a release from the other stapling entity from any guarantee or other security given by that other stapling entity on its behalf to any person.

Issue of the Stapled Securities

The following is a summary of the provisions of the Deeds relating to the issue of Stapled Securities, on the assumption that the EH-REIT Units will remain stapled to the EH-BT Units.

The Managers have the joint exclusive right to issue Stapled Securities. The provisions of the Deeds provide that for so long as EHT is listed on the SGX-ST or such other stock exchange of repute in any part of the world ("**Recognised Stock Exchange**") and EH-REIT Units remain stapled to EH-BT Units, the Managers may, in accordance with the Deeds and such laws, rules and regulations as may be applicable (including the provisions of the Listing Manual), issue further Stapled Securities on any Business Day at an issue price per Stapled Security equal to the "market price", without prior approval of the holders of EH-REIT Units and EH-BT Units. However, Stapled Securityholders should note that the right of the Managers to issue Stapled Securities is subject to the following:

- (a) pursuant to the Listing Rules and Section 36 of the BTA (in the case of EH-BT), Stapled Securityholders must give prior approval to the Managers (whether by way of a general mandate or by way of a specific approval) by Ordinary Resolution in general meetings of the holders of EH-REIT Units and general meetings of the holders of EH-BT Units before the Managers can jointly issue additional Stapled Securities.
- (b) pursuant to the Listing Rules, the scope of the general mandate to be given in a general meeting of the holders of EH-REIT Units is limited to the issue of an aggregate number of additional EH-REIT Units which must not exceed 50.0% of the total number of EH-REIT Units in issue, of which the aggregate number of additional EH-REIT Units to be issued other than on a *pro rata* basis to the existing holders of EH-REIT Units must not exceed 20.0% of the total number of EH-REIT Units in issue excluding treasury EH-REIT Units (the "**EH-REIT Unit Issue Mandate**");
- (c) similarly, pursuant to the Listing Rules, the scope of the general mandate to be given in a general meeting of the holders of EH-BT Units is limited to the issue of an aggregate number of additional EH-BT Units which must not exceed 50.0% of the total number of EH-BT Units in issue, of which the aggregate number of additional EH-BT Units to be issued other than on a *pro rata* basis to the existing holders of EH-BT Units must not exceed 20.0% of the total number of EH-BT Units in issue excluding treasury EH-BT Units (the "**EH-BT Unit Issue Mandate**"); and
- (d) pursuant to Rule 804 and Rule 805 of the Listing Manual, the REIT Manager may not issue any new EH-REIT Units without the prior approval of the holders of EH-REIT Units in a general meeting, unless a general mandate for the issuance of new EH-REIT Units is obtained from the holders of EH-REIT Units and is still in force, subject to the limits specified in the Listing Rules. Similarly, pursuant to Section 36 of the BTA relating to the issue of new

units in a business trust, the Trustee-Manager may not issue any new EH-BT Units without the prior approval of the holders of EH-BT Units in a general meeting, unless a general mandate for the issuance of new EH-BT units is obtained from the holders of EH-BT Units and is still in force.

For the purposes of the paragraph above, "**market price**" shall mean (i) the volume weighted average price per Stapled Security (if applicable, of the same class) for all trades on the SGX-ST, or such other Recognised Stock Exchange on which EHT is listed, in the ordinary course of trading, for the period of 10 Business Days (or such other period as prescribed by the SGX-ST or relevant Recognised Stock Exchange) immediately preceding the relevant Business Day or, (ii) where the Managers believe that such market price is not a fair reflection of the market price of a Stapled Security (which may include, among others, instances where there is disorderly trading activity in the Stapled Securities), such amount as determined between the REIT Manager, the Trustee-Manager and the REIT Trustee (after consultation with a stockbroker approved by the REIT Trustee), as being the fair market price of a Stapled Security.

The Managers shall comply with the Listing Rules or the listing rules of such relevant Recognised Stock Exchange in determining the issue price, including the issue price for a rights issue on a pro-rata basis to all existing Stapled Securityholders, the issue price of a Stapled Security issued other than by way of a rights issue offered on a pro-rata basis to all existing Stapled Securityholders, the issue price for any reinvestment of distribution arrangement, the issue price of any Stapled Securities which are issued as full or partial consideration of an Authorised Investment by EH-REIT or EH-BT and the issue price for a conversion of instruments which may be convertible into Stapled Securities.

Where the Stapled Securities are issued as full or partial consideration for the acquisition of an Authorised Investment in conjunction with an issue of Stapled Securities to raise cash for the balance of the consideration for the said investment (or part thereof) or for acquiring other investments in conjunction with the said investment, the Managers shall have the discretion to determine that the issue price of the Stapled Securities so issued as consideration shall be the same as the issue price for the Stapled Securities issued in conjunction with an issue of Stapled Securities to raise cash for the aforesaid purposes.

If in connection with an issue of a Stapled Security, any requisite payment of the issue price for such Stapled Security has not been received by the REIT Trustee and the Trustee-Manager before the seventh Business Day after the Stapled Security was agreed to be issued (or such other date as the Managers may agree), the Managers may cancel its agreement to issue such Stapled Security by giving notice to that effect, such Stapled Security will be deemed never to have been issued or agreed to be issued. In such an event, the Managers:

- shall be entitled to charge the investor (and retain the same for their own account) a cancellation fee of such amount as the Managers may from time to time determine to represent the administrative costs involved in processing the application for such Stapled Security from such applicant; and
- may, but shall not be bound to, require the applicant to pay to the Managers for the account of EH-REIT in respect of each Stapled Security so cancelled an amount (if any) by which the issue price of such Stapled Security exceeds the repurchase price applying if such Stapled Security was requested to have been repurchased or redeemed on the same day.

Stapled Security Issue Mandate

By subscribing for the Stapled Securities pursuant to or in connection with the Offering, Stapled Securityholders are deemed to have approved, (A) the issuance of the Stapled Securities pursuant to or in connection with the Offering, the Sponsor Stapled Securities and the Cornerstone Stapled Securities and (B) deemed to have given the authority (the “**Stapled Security Issue Mandate**”) to the Managers to:

- (i) (a) issue Stapled Securities whether by way of rights, bonus or otherwise; and/or
- (b) make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require Stapled Securities to be issued, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Stapled Securities,

at any time and upon such terms and conditions and for such purposes and to such persons as the Managers may in their absolute discretion deem fit; and

- (ii) issue Stapled Securities in pursuance of any Instrument made or granted by the Managers while the Stapled Security Issue Mandate was in force (notwithstanding that the authority conferred by the Stapled Security Issue Mandate may have ceased to be in force at the time such Stapled Securities are issued),

provided that:

- (A) the aggregate number of Stapled Securities to be issued pursuant to the Stapled Security Issue Mandate (including Stapled Securities to be issued in pursuance of Instruments made or granted pursuant to the Stapled Security Issue Mandate) shall not exceed 50.0% of the total number of issued Stapled Securities (excluding treasury Stapled Securities, if any) (as calculated in accordance with sub-paragraph (B) below), of which the aggregate number of Stapled Securities to be issued other than on a *pro rata* basis to Stapled Securityholders shall not exceed 20.0% of the total number of issued Stapled Securities (excluding treasury Stapled Securities, if any) (as calculated in accordance with sub-paragraph (B) below);
- (B) subject to such manner of calculation as may be prescribed by the SGX-ST for the purpose of determining the aggregate number of Stapled Securities that may be issued under sub-paragraph (A) above, the total number of issued Stapled Securities (excluding treasury Stapled Securities, if any) shall be based on the number of issued Stapled Securities (excluding treasury Stapled Securities, if any) after completion of the Offering, after adjusting for any subsequent bonus issue, consolidation or subdivision of Stapled Securities;
- (C) in exercising the Stapled Security Issue Mandate, the Managers shall comply with the provisions of the Listing Manual for the time being in force (unless such compliance has been waived by the SGX-ST), the EH-REIT Trust Deed and the EH-BT Trust Deed for the time being in force (unless otherwise exempted or waived by the MAS);
- (D) (unless revoked or varied by Stapled Securityholders in a general meeting) the authority conferred by the Stapled Security Issue Mandate shall continue in force until (i) the conclusion of the first annual general meeting of EHT or (ii) the date by which first annual general meeting of EHT is required by applicable regulations to be held, whichever is earlier;

- (E) where the terms of the issue of the Instruments provide for adjustment to the number of Instruments or Stapled Securities into which the Instruments may be converted, in the event of rights, bonus or other capitalisation issues or any other events, the Managers are authorised to issue additional Instruments or Stapled Securities pursuant to such adjustment notwithstanding that the authority conferred by the Stapled Security Issue Mandate may have ceased to be in force at the time the Instruments or Stapled Securities are issued; and
- (F) the Managers and the REIT Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such other documents as may be required) as the Managers or, as the case may be, the REIT Trustee, may consider expedient or necessary or in the interest of EHT to give effect to the authority conferred by the Stapled Security Issue Mandate.

Unless revoked or varied by Stapled Securityholders in a general meeting, such authority shall continue in full force until the conclusion of the first annual general meeting of EHT or the date by which the first annual general meeting is required by law to be held, whichever is the earlier.

EH-REIT's and EH-BT's first financial year will be from 11 April 2019 to 31 December 2019. Accordingly, EH-REIT and EH-BT will hold their first annual general meeting by 10 October 2020, which is within 18 months from the date of authorisation of EH-REIT and the date of registration of EH-BT. The Stapled Security Issue Mandate will be in force until that date.

Suspension of Issue of the Stapled Securities

The REIT Manager, the REIT Trustee or the Trustee-Manager may, with the prior approval of the others, and subject to the Listing Manual (while EHT is listed on the SGX-ST) or the listing rules of any other Recognised Stock Exchange (where the Stapled Securities are listed on such other Recognised Stock Exchange), suspend the issue of the Stapled Securities during any of the following events:

- any period when the SGX-ST or any other relevant Recognised Stock Exchange is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- the existence of any state of affairs which, in the opinion of the REIT Manager, the REIT Trustee or as the case may be, the Trustee-Manager, might seriously prejudice the interests of Stapled Securityholders as a whole, the EH-REIT Deposited Property or, as the case may be, the EH-BT Trust Property;
- any breakdown in the means of communication normally employed in determining the price of any investments of EHT or (if relevant) the current price thereof on the SGX-ST or any other relevant Recognised Stock Exchange, or when for any reason the prices of any assets of EHT cannot be promptly and accurately ascertained;
- any period when remittance of money which will or may be involved in the realisation of any investments of EHT or (if relevant) in the payment for such asset of EHT cannot, in the opinion of the REIT Manager, the Trustee-Manager or, as the case may be, the REIT Trustee, be carried out at normal rates of exchange;
- any period where the issuance of the Stapled Securities is suspended pursuant to any order or direction issued by the MAS or other relevant regulatory authorities;

- in relation to any general meeting of the holders of EH-REIT Units or the holders of EH-BT Units, any 72-hour period before such general meeting or any adjournment thereof; or
- when the business operations of the REIT Manager, the REIT Trustee or the Trustee-Manager in relation to EH-REIT or, as the case may be, EH-BT are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

Such suspension shall take effect forthwith upon the declaration in writing thereof by the REIT Manager, the Trustee-Manager or, as the case may be, the REIT Trustee and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised (as set out above) exists, upon the declaration in writing thereof by the REIT Manager, the REIT Trustee or, as the case may be, the Trustee-Manager.

In the event of any suspension while EHT is listed on the SGX-ST and/or any other Recognised Stock Exchange(s), the Managers shall ensure that immediate announcement of such suspension is made through the SGX-ST or the relevant Recognised Stock Exchange.

Redemption of the Stapled Securities

When EHT is listed on the SGX-ST and/or any other Recognised Stock Exchange

The Managers are not obliged to repurchase or cause the redemption of Stapled Securities so long as EHT is listed on the SGX-ST and/or any other Recognised Stock Exchange. It is intended that Stapled Securityholders may only deal in their listed Stapled Securities through trading on the SGX-ST. However, under the Stapling Deed, the Managers must consult and agree with each other on the terms for the repurchase and/or redemption of the Stapled Securities prior to taking any action. In the event the Managers decide to repurchase and/or cause the redemption of the Stapled Securities, such repurchase and/or redemption must be carried out in accordance with the Stapling Deed, the EH-REIT Trust Deed and the EH-BT Trust Deed, subject to compliance with the relevant laws, regulations and guidelines and the listing rules of the SGX-ST and/or the listing rules of any other relevant Recognised Stock Exchange and applicable laws, regulations and guidelines.

The Managers may also, subject to all applicable laws, regulations and guidelines, the listing rules of the SGX-ST and/or any other Recognised Stock Exchange, suspend the repurchase or redemption of the Stapled Securities for any period when the issue of the Stapled Securities is suspended pursuant to the terms and conditions of the Stapling Deed.

(See “The Formation and Structure of EHT, EH-REIT and EH-BT – The Formation and Structure of EHT – Suspension of Issue of the Stapled Securities” for further details.)

When EHT is Unlisted

When EHT is Unlisted, the Managers may but are not obliged to repurchase or cause the redemption of Stapled Securities more than once a year in accordance with the rules of the Listing Manual and/or the listing rules of such Recognised Stock Exchange and all other applicable laws, regulations and guidelines and a Stapled Securityholder has no right to request for the repurchase or redemption of Stapled Securities more than once a year. “**Unlisted**” in this context means not being included on, or having been delisted from, the Official List of the SGX-ST or, as the case may be, any other Recognised Stock Exchange, and in relation to the Stapled Securities, means having been suspended for more than 60 consecutive calendar days from being listed, quoted or traded on the SGX-ST or, as the case may be, any other Recognised Stock Exchange.

Relevant Legislation Applicable to EHT

EH-REIT is principally a Singapore-based hospitality and hospitality-related asset REIT constituted by the EH-REIT Trust Deed and is principally regulated by the SFA, the CIS Code, the Companies Act, Property Funds Appendix, other relevant legislation and regulations as well as the EH-REIT Trust Deed.

EH-BT is a business trust constituted by the EH-BT Trust Deed and is principally regulated by the BTA, the SFA, other relevant legislation and regulations as well as the EH-BT Trust Deed.

The Take-Over Code

Stapled Securityholders must closely adhere to the Take-Over Code in respect of any acquisitions or investments as REITs and business trusts are subject to the Take-Over Code.

Under the Take-Over Code, any person acquiring an interest, either individually or with parties acting in concert, in 30.0% or more of the Stapled Securities may be required to extend a takeover offer for the remaining Stapled Securities in accordance with the Take-Over Code. A mandatory takeover offer is also required to be made if a person holding between 30.0% and 50.0% inclusive of the Stapled Securities, either individually or in concert, acquires an additional 1.0% or more of the Stapled Securities in any six-month period under the Take-Over Code.

THE FORMATION AND STRUCTURE OF EH-REIT

EH-REIT is constituted by the EH-REIT Trust Deed. It is principally regulated by the SFA and the CIS Code (including the Property Funds Appendix), other relevant regulations as well as the Stapling Deed and the EH-REIT Trust Deed. EH-REIT was authorised as a collective investment scheme by the Authority on 16 May 2019.

The terms and conditions of the EH-REIT Trust Deed shall be binding on each holder of EH-REIT Units (and persons claiming through such holder of EH-REIT Units) as if such holder of EH-REIT Units had been a party to the EH-REIT Trust Deed and as if the EH-REIT Trust Deed contains covenants by such holder of EH-REIT Units to do all such acts and things as the EH-REIT Trust Deed may require the REIT Manager and/or the REIT Trustee to do.

Operational Structure

EH-REIT is constituted to invest in real estate and real estate-related assets and the REIT Manager must manage EH-REIT so that the principal investments of EH-REIT are real estate and real estate-related assets (including ownership of companies or other legal entities whose primary purpose is to hold or own real estate or real estate-related assets). The principal investment strategy of EH-REIT is to invest on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, located in the US, as well as real estate-related assets in connection with the foregoing.

EH-REIT aims to generate returns for the holders of EH-REIT Units by owning, buying and managing such properties in line with its investment strategy (including selling any property that has reached a stage that offers only limited scope for growth).

Subject to the restrictions and requirements in the CIS Code (including the Property Funds Appendix) and the Listing Manual, the REIT Manager is also authorised under the EH-REIT Trust Deed to invest in investments other than real estate. Although the REIT Manager may use certain financial derivative instruments to the extent permitted by such laws, rules and regulations as may be applicable including, but not limited, to the CIS Code (including the Property Funds Appendix) and the Listing Manual, the REIT Manager presently does not have any intention for EH-REIT to invest in options, warrants, commodities, futures contracts and precious metals.

The EH-REIT Trust Deed

While the EH-REIT Units remain stapled to the EH-BT Units, the terms and conditions of the EH-REIT Trust Deed shall be binding on each Stapled Securityholder (and persons claiming through such Stapled Securityholders) as if such Stapled Securityholder had been a party to the EH-REIT Trust Deed and as if the EH-REIT Trust Deed contains covenants by such Stapled Securityholder to observe and be bound by the provisions of the EH-REIT Trust Deed and an authorisation by each Stapled Securityholder to do all such acts and things as the EH-REIT Trust Deed may require the REIT Manager and/or the REIT Trustee to do.

The provisions of the SFA and the CIS Code (including the Property Funds Appendix) prescribe certain terms of the EH-REIT Trust Deed and certain rights, duties and obligations of the REIT Manager, the REIT Trustee and (while EH-REIT Units remain stapled to EH-BT Units) Stapled Securityholders under the EH-REIT Trust Deed. The Property Funds Appendix also imposes certain restrictions on REITs in Singapore, including a restriction on the types of investments which REITs in Singapore may hold, a general limit on their level of borrowings and certain restrictions with respect to Interested Party Transactions. To the extent of any inconsistency between the obligations of the REIT Manager under the EH-REIT Trust Deed and the Stapling Deed, the provisions of the Stapling Deed will prevail.

The EH-REIT Units and the holders of EH-REIT Units

The rights and interests of the holders of EH-REIT Units are contained in the EH-REIT Trust Deed. Under the EH-REIT Trust Deed, these rights and interests are safeguarded by the REIT Trustee.

Each EH-REIT Unit represents an undivided interest in EH-REIT. Holders of EH-REIT Units have no equitable or proprietary interest in the EH-REIT Deposited Property and are not entitled to the transfer to them of the EH-REIT Deposited Property (or any part thereof) or of any estate or interest in the EH-REIT Deposited Property (or any part thereof). The rights of holders of EH-REIT Units under the EH-REIT Trust Deed are limited to the right to require due administration of EH-REIT in accordance with the provisions of the EH-REIT Trust Deed, including, without limitation, by suit against the REIT Trustee or the REIT Manager.

Under the EH-REIT Trust Deed, each holder of EH-REIT Units acknowledges and agrees that it will not commence or pursue any action against the REIT Trustee or the REIT Manager seeking an order for specific performance or for injunctive relief in respect of the EH-REIT Deposited Property (or any part thereof), including all its Authorised Investments, and waives any rights it may otherwise have to such relief. If the REIT Trustee or the REIT Manager breaches or threatens to breach its duties or obligations to the holders of EH-REIT Units under the EH-REIT Trust Deed, the holders of EH-REIT Units have recourse against the REIT Trustee or the REIT Manager but this is limited to a right to recover damages or compensation from the REIT Trustee or the REIT Manager in a court of competent jurisdiction, and the holder of EH-REIT Units acknowledges and agrees that damages or compensation is an adequate remedy for such breach or threatened breach.

Further, unless otherwise expressly provided in the EH-REIT Trust Deed, a holder of EH-REIT Units may not interfere or seek to interfere with the rights, powers, authority or discretion of the REIT Manager or the REIT Trustee, exercise any right in respect of the EH-REIT Deposited Property (or any part thereof) or lodge any caveat or other notice affecting the EH-REIT Deposited Property or any of the EH-REIT Deposited Property, or require that any of the EH-REIT Deposited Property be transferred to such holders of EH-REIT Units.

No certificate shall be issued to a holder of the EH-REIT Units by either the REIT Manager or the REIT Trustee in respect of EH-REIT Units issued to the holders of EH-REIT Units. For so long as EHT is listed, quoted and traded on the SGX-ST, the REIT Manager shall, appoint CDP as the unit

depository for EH-REIT in respect of all scripless EH-REIT Units in accordance with CDP's depository services terms and conditions relating to the deposit of EH-REIT Units in CDP ("**Depository Services Terms and Conditions**"). Stapled Securities, and all EH-REIT Units issued as part of the Stapled Securities will be represented by entries in both the register of the holders of EH-REIT Units kept by the REIT Trustee or the agent appointed by the REIT Trustee and the register of Stapled Securityholders jointly kept by the REIT Trustee and the Trustee-Manager or their agents in the name of, and deposited with, CDP as the registered holder of such Stapled Securities.

The Managers or their jointly appointed agent shall issue to CDP not more than 10 Business Days after the issue of Stapled Securities a confirmation note confirming the date of issue and the number of Stapled Securities so issued and, if applicable, also stating that Stapled Securities are issued under a moratorium and the expiry date of such moratorium and for the purposes of the EH-REIT Trust Deed and the Stapling Deed, such confirmation note shall be deemed to be a certificate evidencing title to the EH-REIT Units and the corresponding Stapled Securities issued.

There are no restrictions under the Stapling Deed, the EH-REIT Trust Deed, the EH-BT Trust Deed or Singapore law on a person's right to purchase (or subscribe for) EH-REIT Units and to own the EH-REIT Units except in the case of a rights issue or, as the case may be, any preferential offering, where the REIT Manager has the right under the EH-REIT Trust Deed to elect not to extend an offer of EH-REIT Units under the rights issue or, as the case may be, any preferential offering to holders of EH-REIT Units whose addresses are outside Singapore. The Take-Over Code applies to REITs. As a result, acquisitions of Stapled Securities which may result in a change in effective control of EHT and the aggregate Stapled Securityholdings of an entity and its concert parties crossing certain thresholds may be subject to the provisions of the Take-Over Code, such as a requirement to make a mandatory offer for Stapled Securities.

Changes in Equity of the Holders of EH-REIT Units

The REIT Manager may at any time with the approval of the REIT Trustee and on prior written notice (i) given to each holder of EH-REIT Unit, or (ii) (when EH-REIT is listed, quoted and traded on the SGX-ST) by the REIT Trustee delivering such notice in writing to CDP for onward delivery to the depositors, determine that each EH-REIT Unit shall be sub-divided into two or more EH-REIT Units or consolidated with one or more other EH-REIT Units and the holders of EH-REIT Units shall be bound accordingly. While EH-REIT Units are stapled to EH-BT Units, EH-REIT Units may not be sub-divided or consolidated unless the corresponding EH-BT Units are sub-divided or, as the case may be, consolidated at the same time and to the same extent.

The register of the holders of EH-REIT Units shall be altered accordingly to reflect the new number of EH-REIT Units held by each holder of EH-REIT Units as a result of such sub-division or consolidation and the REIT Manager shall cause CDP to alter the depository register accordingly in respect of the securities account of each relevant holder of EH-REIT Unit to reflect the new number of EH-REIT Units held by such holder of EH-REIT Unit as a result of such sub-division or consolidation.

Rights, Preferences and Restrictions Attaching to Each Class of EH-REIT Units

The EH-REIT Trust Deed provides that rights attached to the EH-REIT Units issued with special conditions have to be clearly defined in the EH-REIT Trust Deed and, if at any time, different classes of EH-REIT Units are issued, the rights attached to any class (unless otherwise provided by the terms of issue of the EH-REIT Units of that class) may, subject to the provisions of any applicable laws, regulations and guidelines, be varied or abrogated with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of EH-REIT Units of that class.

Currently, there is only one class of EH-REIT Units and every EH-REIT Unit carries the same voting rights. For so long as EH-REIT is listed, CDP shall be the registered holder of all the EH-REIT Units in issue and CDP shall pursuant to the Depository Services Terms and Conditions maintain a record in a depository register of the holders of EH-REIT Units having EH-REIT Units credited into their respective Securities Accounts (as defined herein) and to record in the depository register the following information stated below in relation to each namely:

- the names and addresses of the holders of EH-REIT Units;
- the class of EH-REIT Units held by each holder of EH-REIT Units;
- the number of EH-REIT Units held by each holder of EH-REIT Units;
- the date on which every such person entered in respect of the EH-REIT Units standing in his name became a holder of EH-REIT Units and, where he became a holder of EH-REIT Units by virtue of an instrument of transfer, a sufficient reference to enable the name and address of the transferor to be identified;
- the date on which any transfer is registered and the name and address of the transferee; and
- where applicable, the day on which the holder of EH-REIT Units ceased to be a holder of EH-REIT Units.

Each holder of EH-REIT Units named in the depository register shall for such period as the EH-REIT Units are entered against his name in the depository register, be deemed to be the owner in respect of the number of EH-REIT Units entered against the name of such holder of EH-REIT Units in the depository register and the REIT Manager shall be entitled to rely on any and all such information in the depository register.

The entries in the depository register shall (save in the case of manifest error) be conclusive evidence of the number of EH-REIT Units held by each holder of EH-REIT Units and, in the event of any discrepancy between the entries in the depository register and the details appearing in any confirmation note or monthly statement issued by CDP, the entries in the depository register shall prevail unless the holder of EH-REIT Units proves to the satisfaction of the REIT Manager and CDP that the depository register is incorrect.

Distributions

Subject to the EH-REIT Trust Deed and all applicable laws, regulations and guidelines, the REIT Manager shall have the right to make regular distributions of all (or such lower percentage as the REIT Manager may determine) of its Annual Distributable Income to EH-REIT Unitholders at quarterly, half-yearly or yearly intervals or at such other intervals as the REIT Manager shall decide in its absolute discretion. All distributions are paid *pro rata* among the holders of EH-REIT Units in proportion to the amount paid-up on each of their EH-REIT Units, unless the rights attached to an issue of any EH-REIT Unit provide otherwise. Any monies payable to holders of EH-REIT Units which remain unclaimed after a period of 12 months shall be accumulated in a special account (the “**Unclaimed Monies Account**”) from which the REIT Trustee may, from time to time, make payments to holders of EH-REIT Units claiming any such monies. Subject to the winding-up provisions in the EH-REIT Trust Deed, the REIT Trustee shall cause such sums which represent monies remaining in the Unclaimed Monies Account for five years after the date of payment of such monies into the Unclaimed Monies Account and interest, if any, earned thereon, to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the monies payable to the relevant holder of EH-REIT Units.¹ If the said monies are insufficient to meet all such fees, costs

¹ The Trustees Act, Chapter 337 of Singapore (the “**Trustees Act**”) allows a trustee to discharge its liabilities towards unclaimed monies by paying such monies into Singapore courts, although it does not prescribe the period for which the monies must be unclaimed before they may be paid into the courts.

and expenses, the REIT Trustee shall be entitled to have recourse to the EH-REIT Deposited Property for such payment. Where the EH-REIT is listed and to the extent that such unclaimed moneys are held by the CDP, subject to the winding-up provisions in the EH-REIT Trust Deed, the REIT Trustee shall cause such sums which are returned by the CDP to the REIT Trustee (and which have remained unclaimed by a Holder for a period of six years after the time when such moneys became payable to such holder of EH-REIT Units) to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the moneys payable to the relevant holder of EH-REIT Units PROVIDED THAT if the said moneys are insufficient to meet the payment of all such fees, costs and expenses, the REIT Trustee shall be entitled to have recourse to the EH-REIT Deposited Property for such payment.

Voting Rights

A holder of EH-REIT Units is entitled to attend, speak and vote at any general meeting of the holders of EH-REIT Units in person or by proxy and a holder of EH-REIT Units may appoint proxies to attend and vote at the same general meeting as a holder of EH-REIT Units if his name appears on the depository register as at 72 hours before the time of the relevant general meeting as certified by the depository to EH-REIT. Except as otherwise provided in the EH-REIT Trust Deed, not less than two holders of EH-REIT Units must be present in person or by proxy of one-tenth in value of all the EH-REIT Units for the time being in issue to constitute a quorum at any general meeting. Under the EH-REIT Trust Deed, on a poll, every holder of EH-REIT Units who is present in person or by proxy shall have one vote for every EH-REIT Unit which he holds or represents. Subject to the prevailing listing rules of the SGX-ST, voting at a meeting shall be by poll. On a poll, every holder of EH-REIT Units has one vote for each EH-REIT Unit of which it is a holder.

Variation of Rights of Respective Classes of EH-REIT Units

If at any time different classes of EH-REIT Units are issued, the rights attached to any class (unless otherwise provided by the terms of issue of the EH-REIT Units of that class) may, subject to any applicable laws, regulations and guidelines, whether or not EH-REIT is being wound up, be varied or abrogated with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of EH-REIT Units of that class. To every such Extraordinary Resolution of the holders of EH-REIT Units of that class, the provisions of the EH-REIT Trust Deed relating to general meetings of the holders of EH-REIT Units shall apply *mutatis mutandis* provided that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third of the issued EH-REIT Units of the class and that any holders of EH-REIT Units of that class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every EH-REIT Unit of the class held by him, PROVIDED ALWAYS that where the necessary majority for such an Extraordinary Resolution is not obtained at such meeting of the holders of EH-REIT Units, consent in writing if obtained from the holders of three-quarters of the issued EH-REIT Units of the class concerned within two months of such meeting of the holders of EH-REIT Units shall be as valid and effectual as an Extraordinary Resolution at such meeting of the holders of EH-REIT Units.

The rights conferred upon the holders of EH-REIT Units of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the EH-REIT Units of that class or by the EH-REIT Trust Deed as are in force at the time of such issue, be deemed to be varied by the creation or issue of further EH-REIT Units ranking equally therewith, and would therefore require the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of EH-REIT Units of such class.

The EH-REIT Trust Deed does not impose more stringent conditions than those required by the applicable law.

Issue of EH-REIT Units

The REIT Manager has the right to issue EH-REIT Units for the account of EH-REIT. For so long as EH-REIT is listed on the SGX-ST, the REIT Manager may, subject to the provisions of the Listing Manual, the EH-REIT Trust Deed and any other applicable laws, regulations and guidelines, issue EH-REIT Units.

If in connection with an issue of a EH-REIT Unit, any requisite payment of the issue price for such EH-REIT Unit has not been received by the REIT Trustee before the seventh Business Day after the date on which the EH-REIT Unit was agreed to be issued (or such other date as the REIT Manager and the REIT Trustee may agree), the REIT Manager may, in its absolute discretion, cancel its agreement to issue such EH-REIT Unit and such EH-REIT Unit will be deemed never to have been issued or agreed to be issued. In such an event, the REIT Manager may, at its discretion, charge the investor (and retain the same for its own account) a cancellation fee of such amount as the REIT Manager may from time to time determine to represent the administrative costs involved in processing the application for such EH-REIT Unit.

Suspension of Issue of EH-REIT Units

The REIT Manager or the REIT Trustee may, with the prior written approval of the other and subject to the Listing Manual suspend the issue of EH-REIT Units during any of the following events:

- any period when the SGX-ST or any other relevant Recognised Stock Exchange is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- the existence of any state of affairs which, in the opinion of the REIT Manager or, as the case may be, the REIT Trustee, might seriously prejudice the interests of the holders of EH-REIT Units as a whole or the EH-REIT Deposited Property;
- any breakdown in the means of communication normally employed in determining the price of any assets of EH-REIT or the current price thereof on the SGX-ST or any other relevant Recognised Stock Exchange, or when for any reason the prices of any assets of EH-REIT cannot be promptly and accurately ascertained;
- any period when remittance of money which will or may be involved in the realisation of any asset of EH-REIT or in the payment for such asset of EH-REIT cannot, in the opinion of the REIT Manager, be carried out at normal rates of exchange;
- any period where the issuance of EH-REIT Units is suspended pursuant to any order or direction issued by the MAS or other relevant regulatory authorities;
- in relation to any general meeting of holders of EH-REIT Units, any 72-hour period before such general meeting or any adjournment thereof; or
- when the business operations of the REIT Manager or the REIT Trustee in relation to EH-REIT are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

Such suspension shall take effect forthwith upon the declaration in writing thereof by the REIT Manager or, as the case may be, the REIT Trustee, and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised (as set out above) exists, upon the declaration in writing thereof by the REIT Manager or, as the case may be, the REIT Trustee.

In the event of any suspension while EH-REIT is listed on the SGX-ST, the REIT Manager shall ensure that immediate announcement of such suspension is made through the SGX-ST.

Meeting of Holders of EH-REIT Units

Under applicable law and the provisions of the EH-REIT Trust Deed, EH-REIT will not hold any meetings for holders of EH-REIT Units unless the REIT Manager or the REIT Trustee convenes a meeting or unless not less than 50 holders of EH-REIT Units or the holders of EH-REIT Units holding not less than 10.0% of issued EH-REIT Units (whichever is the lesser) request a meeting to be convened.

A meeting of holders of EH-REIT Units when convened may:

- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, sanction any modification, alteration or addition to the EH-REIT Trust Deed which shall be agreed by the REIT Manager and the REIT Trustee as provided in the EH-REIT Trust Deed;
- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, sanction a supplemental deed increasing the maximum permitted limit or any change in the structure of fees payable to the REIT Manager and the REIT Trustee;
- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, remove the auditors of EH-REIT and appoint other auditors in their place;
- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, delist EH-REIT after it has been listed;
- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, issue EH-REIT Units on an unpaid or partly paid basis;
- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, remove the REIT Trustee; and
- by Extraordinary Resolution and in accordance with the EH-REIT Trust Deed, direct the REIT Trustee to take any action pursuant to Section 295 of the SFA.

A meeting of holders of EH-REIT Units may, also by Ordinary Resolution and in accordance with the EH-REIT Trust Deed, remove the REIT Manager.

Any decision to be made by resolution of the holders of EH-REIT Units other than the above shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the SFA, the CIS Code, the Listing Manual or any other applicable laws and regulations.

Except as otherwise provided for in the EH-REIT Trust Deed, 14 days' notice at the least (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the holders of EH-REIT Units in the manner provided in the EH-REIT Trust Deed. The quorum at a meeting shall not be less than two holders of EH-REIT Units present in person or by proxy together holding or representing one-tenth in value of all EH-REIT Units for the time being in issue. Each notice shall specify the place, day and hour of the meeting, and the terms of the resolutions to be proposed, and each such notice may, in general, be given by advertisement in the daily press and in writing to each stock exchange on which EH-REIT is listed.

Subject to the requirements of the prevailing listing rules by the SGX-ST, voting at a meeting shall be by poll. On a poll, every holder of EH-REIT Units has one vote for each EH-REIT Unit of which it is the holder. The EH-REIT Trust Deed does not contain any limitation on non-Singapore resident or foreign holders of EH-REIT Units holding EH-REIT Units or exercising the voting rights with respect to their holdings of EH-REIT Units.

Neither the REIT Manager nor any of its associates shall be entitled to vote or be counted as part of a quorum at a meeting convened to consider a matter in respect of which the REIT Manager or any of its associates has a material interest save for an Ordinary Resolution duly proposed to remove the REIT Manager, in which case, no holder of EH-REIT Units shall be disenfranchised.

For so long as the REIT Manager is the manager of EH-REIT, the controlling shareholders (as defined in the Listing Manual) of the REIT Manager and of any of its associates are prohibited from voting or being counted as part of a quorum for any meeting of holders of EH-REIT Units convened to consider a matter in respect of which the relevant controlling shareholders of the REIT Manager and/or of any of its associates have a material interest.

Rights and Liabilities of the Holders of EH-REIT Units

The key rights of the holders of EH-REIT Units include rights to:

- receive income and other distributions attributable to EH-REIT Units held;
- receive audited financial statements and the annual reports of EH-REIT; and
- participate in the termination of EH-REIT by receiving a share of all net cash proceeds derived from the realisation of the assets of EH-REIT less any liabilities, in accordance with their proportionate interests in EH-REIT.

No holder of EH-REIT Units has a right to require that any asset of EH-REIT be transferred to him.

Further, the holders of EH-REIT Units cannot give any directions to the REIT Manager or the REIT Trustee (whether at a meeting of holders of EH-REIT Units or otherwise) if it would require the REIT Manager or the REIT Trustee to do or omit from doing anything which may result in:

- EH-REIT ceasing to comply with applicable laws and regulations; or
- the exercise of any discretion expressly conferred on the REIT Manager or the REIT Trustee by the EH-REIT Trust Deed or the determination of any matter which, under the EH-REIT Trust Deed, requires the agreement of either or both of the REIT Manager and the REIT Trustee.

The EH-REIT Trust Deed contains provisions that are designed to limit the liability of a holder of EH-REIT Units to the amount paid or payable for any EH-REIT Unit. The provisions seek to ensure that if the issue price of EH-REIT Units held by a holder of EH-REIT Units has been fully paid, no

such holder of EH-REIT Units, by reason alone of being a holder of EH-REIT Units, will be personally liable to indemnify the REIT Trustee or any creditor of EH-REIT in the event that the liabilities of EH-REIT exceed its assets.

Under the EH-REIT Trust Deed, each EH-REIT Unit carries the same voting rights.

Limitations on the Right to Own EH-REIT Units

EH-REIT Units issued to persons resident outside Singapore

In relation to any rights issue or preferential offering, the REIT Manager may in its absolute discretion elect not to extend an offer of EH-REIT Units under the rights issue or preferential offering to those holders of EH-REIT Units, whose addresses are outside Singapore. In the case of a rights issue, the provisional allocation of EH-REIT Units of such holders of EH-REIT Units may be offered for sale by the REIT Manager as the nominee and authorised agent of each such relevant holder of EH-REIT Unit in such manner and at such price, as the REIT Manager may determine.

Where necessary, the REIT Trustee shall have the discretion to impose such other terms and conditions in connection with the sale. The proceeds of any such sale, if successful, will be paid to the relevant holders of EH-REIT Units whose rights or entitlements have been thus sold, provided that where such proceeds payable to the relevant holders of EH-REIT Units are less than S\$10.00, the REIT Manager shall be entitled to retain such proceeds as part of the EH-REIT Deposited Property.

Amendment of the EH-REIT Trust Deed

Save where an amendment to the EH-REIT Trust Deed has been approved by an Extraordinary Resolution passed at a meeting of holders of EH-REIT Units duly convened and held in accordance with the provisions of the EH-REIT Trust Deed, no amendment may be made to the provisions of the EH-REIT Trust Deed unless the REIT Trustee certifies, in its opinion, that such amendment:

- (i) does not materially prejudice the interests of the holders of EH-REIT Units and does not operate to release to any material extent the REIT Manager or the REIT Trustee from any responsibility to the holders of EH-REIT Units;
- (ii) is necessary in order to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under all other applicable laws, regulations and guidelines; or
- (iii) is made to remove obsolete provisions or to correct a manifest error.

No such amendment shall impose upon any holder of EH-REIT Units any obligation to make any further payments in respect of his EH-REIT Units or to accept any liability in respect thereof.

Circumstances under which the REIT Manager and/or REIT Trustee may be indemnified out of the EH-REIT Deposited Property

In general, subject to any express provision under the EH-REIT Trust Deed and without prejudice to any right of indemnity at law given to the REIT Manager and/or the REIT Trustee, the REIT Manager and/or the REIT Trustee shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as REIT Manager and/or the REIT Trustee to have recourse to the EH-REIT Deposited Property or any part thereof, save where such action, cost, claim, damage, expense or demand is occasioned by the fraud,

gross negligence or wilful default or breach of the EH-REIT Trust Deed by the REIT Manager and/or the REIT Trustee or a breach of trust by the REIT Trustee.

Circumstances under which the REIT Manager and/or the REIT Trustee may exclude liability in relation to carrying out of its duties with respect to EH-REIT

Subject to the duties and obligations of the REIT Trustee under the EH-REIT Trust Deed, the REIT Trustee shall at all times be entitled to rely on the recommendations, certifications and representations of the REIT Manager in relation to EH-REIT and shall not be liable for any act or omission of the REIT Manager in relation to EH-REIT save where the REIT Trustee is fraudulent, grossly negligent or in wilful default.

In the absence of fraud, gross negligence, wilful default or breach of trust by the REIT Trustee, the REIT Trustee shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the EH-REIT Trust Deed.

The REIT Manager shall not be under any liability except such liability as may be assumed by it under the EH-REIT Trust Deed nor shall the REIT Manager (save as otherwise appears in the EH-REIT Trust Deed) be liable for any act or omission of the REIT Trustee.

In the absence of fraud, gross negligence, wilful default or breach of the EH-REIT Trust Deed by REIT Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith under the EH-REIT Trust Deed.

Substantial EH-REIT Unitholdings

As the Stapled Securities comprise EH-REIT Units and EH-BT Units stapled together, Stapled Securityholders have to comply with the regulatory requirements imposed on both EH-REIT and EH-BT, including that of the requirement to disclose substantial holdings.

With regard to EH-REIT, any holder of EH-REIT Units with an interest in one or more EH-REIT Units constituting not less than 5.0% of all EH-REIT Units in issue ("**Substantial holders of EH-REIT Units**") will be required to notify the REIT Trustee and the SGX-ST of their deemed and direct holdings and any subsequent change in the percentage level of such holdings or their ceasing to hold 5.0% or more of the total number of EH-REIT Units within two Business Days of acquiring such holdings or of such changes or such cessation. Failure to comply with the notification requirements of the SFA constitutes an offence and will render a Substantial holder of EH-REIT Units liable to a fine on conviction.

The REIT Manager also has power under the EH-REIT Trust Deed to require information to be provided where it has reasonable cause to believe that the relevant SFA provisions have been triggered. Failure to comply with a request of the REIT Manager or with the SFA requirements will also entitle the REIT Manager to take various actions with respect to the particular EH-REIT Units, including suspending voting rights and suspending distribution entitlements.

Pursuant to Sections 135 to 137B of the SFA (read with Section 137U of the SFA), Substantial Stapled Securityholders are required to notify the REIT Manager and the REIT Trustee within two Business Days after becoming aware of their becoming a Substantial Stapled Securityholder, any subsequent change in the percentage level of their interest(s) in Stapled Securities (rounded down to the next whole number) or their ceasing to be a Substantial Stapled Securityholder.

(See "The Formation and Structure of EHT, EH-REIT and EH-BT – EH-BT – Substantial EH-BT Holdings" for further details.)

The REIT Manager Board's Declaration of Holdings of EH-REIT Units

Duty of the REIT Manager to Make Disclosure

Pursuant to Section 137ZC of the SFA, where the REIT Manager acquires or disposes of interests in EH-REIT Units or debentures or units of debentures of EHT, or the REIT Manager has been notified in writing by, *inter alia*, a Substantial Stapled Securityholder or director or chief executive officer of the REIT Manager pursuant to the unitholdings disclosure requirements of the SFA as set out below, the REIT Manager shall announce such information via the SGXNET and in such form and manner as the Authority may prescribe as soon as practicable and in any case no later than the end of the Business Day following the day on which the REIT Manager became aware of the acquisition or disposal or received the notice.

Directors and Chief Executive Officer of the REIT Manager

Pursuant to Section 137Y of the SFA, directors and chief executive officers of the REIT Manager are required to notify the REIT Manager in writing of, *inter alia*, their acquisition of interest in Stapled Securities or of changes to the number of Stapled Securities which they hold or in which they have an interest, within two Business Days after such acquisition or after becoming aware of such changes, as the case may be.

A REIT Manager Director is deemed to have an interest in EH-REIT Units in the following circumstances:

- Where the REIT Manager Director or chief executive officer of the REIT Manager is the beneficial owner of a EH-REIT Unit (whether directly through a Securities Account or indirectly through a depository agent or otherwise), he is deemed to have an interest in that EH-REIT Unit.
- Where a body corporate is the beneficial owner of a EH-REIT Unit and the director or chief executive officer of the REIT Manager is entitled to exercise or control the exercise of not less than 20.0% of the votes attached to the voting shares in the body corporate, he is deemed to have interest in that EH-REIT Unit.
- Where the REIT Manager Director's or the REIT Manager's chief executive officer's (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years has any interest in a EH-REIT Unit, he is deemed to have an interest in that EH-REIT Unit.
- Where the director or chief executive officer of the REIT Manager, his (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years:
 - has entered into a contract to purchase a EH-REIT Unit;
 - has a right to have a EH-REIT Unit transferred to any of them or to their order, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not;
 - has the right to acquire a EH-REIT Unit under an option, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not; or
 - is entitled (otherwise than by reason of any of them having been appointed a proxy or representative to vote at a meeting of EH-REIT Unitholders) to exercise or control the exercise of a right attached to a EH-REIT Unit, not being a EH-REIT Unit of which any

of them is the holder, the director or chief executive officer of the REIT Manager is deemed to have an interest in that EH-REIT Unit.

- Where the property subject to a trust consists of or includes a EH-REIT Unit and the director or chief executive officer of the REIT Manager knows or has reasonable grounds for believing that he has an interest under the trust and the property subject to the trust consists of or includes such EH-REIT Unit, he is deemed to have an interest in that EH-REIT Unit.

The REIT Trustee

The trustee of EH-REIT is DBS Trustee Limited. The REIT Trustee is a company incorporated in Singapore and is licensed as a trust company under the Trust Companies Act. It is approved to act as a trustee for authorised collective investment schemes under the SFA. As at the date of this Prospectus, the REIT Trustee has a paid-up capital of S\$2.5 million. The REIT Trustee has a place of business in Singapore at 12 Marina Boulevard, Level 44, Marina Bay Financial Centre Tower 3, Singapore 018982.

Powers, Duties and Obligations of the REIT Trustee

The REIT Trustee's powers, duties and obligations are set out in the EH-REIT Trust Deed. The powers and duties of the REIT Trustee include:

- acting as trustee of EH-REIT and, in such capacity, safeguarding the rights and interests of the holders of EH-REIT Units, for example, by satisfying itself that transactions it enters into for and on behalf of EH-REIT with a Related Party of the REIT Manager or EH-REIT are conducted on normal commercial terms, are not prejudicial to the interests of EH-REIT and the holders of EH-REIT Units, and in accordance with all applicable requirements under the Property Funds Appendix and/or the Listing Manual relating to the transaction in question;
- holding the assets of EH-REIT on trust for the benefit of the holders of EH-REIT Units in accordance with the EH-REIT Trust Deed;
- lending monies out of the assets of EH-REIT for the benefit of Stapled Securityholders as a whole in accordance with the EH-REIT Trust Deed and subject to compliance with the applicable laws, regulations and guidelines; and
- exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of EH-REIT.

The REIT Trustee has covenanted in the EH-REIT Trust Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of the holders of EH-REIT Units.

In the exercise of its powers, the REIT Trustee may (on the recommendation of the REIT Manager) and subject to the provisions of the EH-REIT Trust Deed, acquire or dispose of any real or personal property, borrow and encumber any asset.

The REIT Trustee may, subject to the provisions of the EH-REIT Trust Deed, appoint and engage:

- a person or entity to exercise any of its powers or perform its obligations; and
- any real estate agents or managers, including a Related Party of the REIT Manager, in relation to the management, development, leasing, purchase or sale of any real estate assets and real estate-related assets.

Although the REIT Trustee may borrow money and obtain other financial accommodation for the purposes of EH-REIT and to on-lend money to EH-BT, both on a secured and unsecured basis, the REIT Manager must not direct the REIT Trustee to incur a liability if to do so would mean that total liabilities of EH-REIT exceed 45.0% of the value of the EH-REIT Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash, in EH-REIT Units or, as the case may be, Stapled Securities).

The REIT Trustee must carry out its functions and duties and comply with all the obligations imposed on it and set out in the EH-REIT Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Tax Ruling and all other applicable laws, regulations and guidelines. It must retain EH-REIT's assets, or cause EH-REIT's assets to be retained, in safe custody and cause EH-REIT's accounts to be audited. It can appoint valuers to value the real estate assets and real estate-related assets of EH-REIT.

The REIT Trustee is not personally liable to a holder of EH-REIT Units in connection with the office of the REIT Trustee except in respect of its own fraud, gross negligence, wilful default, breach of trust or breach of the EH-REIT Trust Deed and Stapling Deed. Any liability incurred and any indemnity to be given by the REIT Trustee shall be limited to the assets of EH-REIT over which the REIT Trustee has recourse, provided that the REIT Trustee has acted without fraud, gross negligence, wilful default, breach of trust or breach of the EH-REIT Trust Deed. The EH-REIT Trust Deed contains certain indemnities in favour of the REIT Trustee under which it will be indemnified out of the assets of EH-REIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

Retirement and Replacement of the REIT Trustee

The REIT Trustee may retire or be replaced under the following circumstances:

- The REIT Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee (such appointment to be made in accordance with the provisions of the EH-REIT Trust Deed); and
- The REIT Trustee may be removed by notice in writing to the REIT Trustee by the REIT Manager:
 - if the REIT Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the REIT Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the REIT Trustee;
 - if the REIT Trustee ceases to carry on business;
 - if the REIT Trustee fails or neglects after reasonable notice from the REIT Manager to carry out or satisfy any material obligation imposed on the REIT Trustee by the EH-REIT Trust Deed;
 - if the holders of EH-REIT Units by Extraordinary Resolution duly passed at a meeting of holders of EH-REIT Units held in accordance with the provisions of the EH-REIT Trust Deed, and of which not less than 21 days' notice has been given to the REIT Trustee and the REIT Manager, shall so decide; or
 - if the MAS directs that the REIT Trustee be removed.

Remuneration of the REIT Trustee

The REIT Trustee's fee shall not exceed 0.1% per annum of the value of the EH-REIT Deposited Property, subject to a minimum of S\$15,000 per month, excluding out-of-pocket expenses and GST in accordance with the EH-REIT Trust Deed. The REIT Trustee's fee is accrued daily and will be paid monthly in arrears in accordance with the EH-REIT Trust Deed. The actual fee payable within the permitted limit will be determined between the REIT Manager and the REIT Trustee from time to time. The REIT Trustee will also be paid a one-time inception fee, as may be agreed between the REIT Trustee and the REIT Manager, subject to a maximum of S\$60,000.

Any increase in the maximum permitted amount or any change in the structure of the REIT Trustee's fee must be approved by an Extraordinary Resolution at a meeting of holders of the EH-REIT Units duly convened and held in accordance with the provisions of the EH-REIT Trust Deed.

Changes in the Fees payable

An Extraordinary Resolution of the holders of EH-REIT Units at a meeting convened and held in accordance with the provisions of the EH-REIT Trust Deed is required to approve:

- any increase in the rate or any change in the structure of the REIT Manager's management fee or the REIT Trustee's fee; and
- any increase in the rate above the permitted limit or any change in the structure of the REIT Manager's acquisition fee, divestment fee and development management fee.

Termination of EH-REIT

Under the provisions of the EH-REIT Trust Deed, the duration of EH-REIT shall end on the earliest of:

- the date on which EH-REIT is terminated by the REIT Manager in such circumstances as set out under the provisions of the EH-REIT Trust Deed, as described below; or
- the date on which EH-REIT is terminated by the REIT Trustee in such circumstances as set out under the provisions of the EH-REIT Trust Deed, as described below.

The REIT Manager may in its absolute discretion terminate EH-REIT by giving notice in writing to all the holders of EH-REIT Units and the REIT Trustee not less than three months in advance and to the MAS not less than seven days before the termination in any of the following circumstances:

- if any law shall be passed which renders it illegal or in the opinion of the REIT Manager impracticable or inadvisable for EH-REIT to exist;
- if the NAV of the EH-REIT Deposited Property shall be less than S\$50.0 million after the end of the first anniversary of the date of the EH-REIT Trust Deed or any time thereafter; and
- if at any time EH-REIT becomes unlisted after it has been listed.

Subject to the SFA and any other applicable laws or regulations, EH-REIT may be terminated by the REIT Trustee by notice in writing in any of the following circumstances, namely:

- if the REIT Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the REIT Trustee) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the REIT Manager or if any encumbrancer shall take possession of any of its assets or if it shall cease business and the REIT Trustee fails to appoint a successor manager in accordance with the provisions of the EH-REIT Trust Deed;

- if any law shall be passed which renders it illegal or in the opinion of the REIT Trustee impracticable or inadvisable for EH-REIT to exist; and
- if within the period of three months from the date of the REIT Trustee expressing in writing to the REIT Manager the desire to retire the REIT Manager fails to appoint a new trustee in accordance with the provisions of the EH-REIT Trust Deed.

The decision of the REIT Trustee in any of the events specified above shall be final and binding upon all the parties concerned but the REIT Trustee shall be under no liability on account of any failure to terminate EH-REIT pursuant to the paragraph above or otherwise. The REIT Manager shall accept the decision of the REIT Trustee and relieve the REIT Trustee of any liability to it therefor and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

In addition to the above, the holders of the EH-REIT Units may, by Extraordinary Resolution duly passed at a meeting of the holders of the EH-REIT Units held in accordance with Section 295 of the SFA, terminate EH-REIT.

Generally, upon the termination of EH-REIT, the REIT Trustee shall, subject to any authorisations or directions given to it by the REIT Manager or the holders of EH-REIT Units pursuant to the EH-REIT Trust Deed, sell the EH-REIT Deposited Property and repay any borrowings incurred on behalf of EH-REIT in accordance with the EH-REIT Trust Deed (together with any interest accrued but remaining unpaid) as well as all other debts and liabilities in respect of EH-REIT before distributing the balance of the EH-REIT Deposited Property to the holders of EH-REIT Units in accordance with their proportionate interests in the EH-REIT Deposited Property.

THE FORMATION AND STRUCTURE OF EH-BT

EH-BT is constituted as a business trust by the EH-BT Trust Deed. EH-BT was registered as a business trust on 16 May 2019.

The terms and conditions of the EH-BT Trust Deed shall be binding on each holder of EH-BT Units (and persons claiming through such holder of EH-BT Units) as if such holder of EH-BT Units had been a party to the EH-BT Trust Deed and as if the EH-BT Trust Deed contains covenants by such holder of EH-BT Units to do all such acts and things as the EH-BT Trust Deed may require the Trustee-Manager to do.

The EH-BT Trust Deed

While EH-REIT Units remain stapled to EH-BT Units, the terms and conditions of the EH-BT Trust Deed shall be binding on each Stapled Securityholder (and persons claiming through such Stapled Securityholder) as if such Stapled Securityholder had been a party to the EH-BT Trust Deed and as if the EH-BT Trust Deed contains covenants by such Stapled Securityholder to observe and be bound by the provisions of the EH-BT Trust Deed and an authorisation by each Stapled Securityholder to do all such acts and things as the EH-BT Trust Deed may require the Trustee-Manager to do.

The provisions of the BTA prescribe certain terms of the EH-BT Trust Deed and certain rights, duties and obligations of the Trustee-Manager and (while EH-REIT Units remain stapled to EH-BT Units) Stapled Securityholders under the EH-BT Trust Deed. To the extent of any inconsistency between the obligations of the Trustee-Manager under the EH-BT Trust Deed and the Stapling Deed, the provisions of the Stapling Deed shall prevail.

The EH-BT Units and the Holders of EH-BT Units

The rights and interests of holders of EH-BT Units are contained in the EH-BT Trust Deed. Under the EH-BT Trust Deed, these rights and interests are safeguarded by the Trustee-Manager.

Each EH-BT Unit represents an undivided interest in EH-BT. Holders of EH-BT Units have no equitable or proprietary interest in the underlying assets of EH-BT and are not entitled to the transfer to them of any asset (or any part thereof) or of any real estate, any interest in any asset and any real estate-related assets (or any part thereof) of EH-BT. The rights of the holders of EH-BT Units are limited to the right to require due administration of EH-BT in accordance with the provisions of the EH-BT Trust Deed, including, without limitation, by suit against the Trustee-Manager.

Under the EH-BT Trust Deed, each holder of EH-BT Units acknowledges and agrees that it will not commence or pursue any action against the Trustee-Manager seeking an order for specific performance or for injunctive relief in respect of the assets of EH-BT (or any part thereof), including all its Authorised Investments (as defined in the EH-BT Trust Deed), and waives any rights it may otherwise have to such relief. If the Trustee-Manager breaches or threatens to breach its duties or obligations to holders of EH-BT Units under the EH-BT Trust Deed, recourse by the holders of EH-BT Units against the Trustee-Manager is limited to a right to recover damages or compensation from the Trustee-Manager in a court of competent jurisdiction, and holders of EH-BT Units acknowledge and agree that damages or compensation is an adequate remedy for such breach or threatened breach.

Further, unless otherwise expressly provided in the EH-BT Trust Deed, holders of EH-BT Units may not interfere or seek to interfere with the rights, powers, authority or discretion of the Trustee-Manager, exercise any right in respect of the assets of EH-BT or any part thereof, or require that any Authorised Investments forming part of the assets of EH-BT be transferred to such holders of EH-BT Units.

No certificate shall be issued to holders of EH-BT Units by the Trustee-Manager in respect of EH-BT Units issued to holders of EH-BT Units. For so long as EHT is listed, quoted and traded on the SGX-ST and/or any other Recognised Stock Exchange, in accordance with the listing rules and requirements of the relevant stock exchange, the Trustee-Manager shall appoint CDP as the unit depository for EH-BT in respect of all scripless Stapled Securities in accordance with the Depository Services Terms and Conditions. All Stapled Securities issued will be represented by entries in the register of holders of EH-BT Units kept by the Trustee-Manager or the agent appointed by the Trustee-Manager in the name of, and deposited with, CDP as the registered holder of such Stapled Securities and, as the case may be, in the name of Stapled Securityholders (other than the CDP) whose Stapled Securities are not deposited with the CDP. The Trustee-Manager or their jointly appointed agent shall issue to CDP not more than 10 Business Days after the issue of Stapled Securities a confirmation note confirming the date of issue and the number of Stapled Securities so issued and, if applicable, also stating that the Stapled Securities are issued under a moratorium and the expiry date of such moratorium and for the purposes of the EH-BT Trust Deed and the Stapling Deed, such confirmation note shall be deemed to be a certificate evidencing title to the EH-BT Units and the corresponding Stapled Securities issued.

There are no restrictions under the Stapling Deed, the EH-BT Trust Deed or Singapore law on a person's right to purchase (or subscribe for) EH-BT Units and to own EH-BT Units except in the case of rights issue or, as the case may be, any preferential offering where the Trustee-Manager has the right under the EH-BT Trust Deed to elect not to extend an offer of EH-BT Units under the rights issue or, as the case may be, any preferential offering to holders of EH-BT Units whose addresses are outside Singapore.

Changes in Equity of the Holders of EH-BT Units

The Trustee-Manager may at any time and on prior written notice (such notice period shall be determined by the Trustee-Manager in its absolute discretion) to each holder of EH-BT Units by the Trustee-Manager delivering such notice in writing to CDP for onward delivery to the holders of EH-BT Units, determine that each EH-BT Unit shall be sub-divided into two or more EH-BT Units or consolidated with one or more other EH-BT Units and the holders of EH-BT Units shall be bound accordingly. The Trustee-Manager shall thereupon require each holder of EH-BT Units to deliver up to his confirmation note (if any) for endorsement or enfacement with the number of EH-BT Units thereby represented as a result of such sub-division or consolidation or (in the case of a sub-division) send or cause to be sent to each holder of EH-BT Units, a confirmation note representing the number of additional EH-BT Units to which he has become entitled by reason of the sub-division.

While EH-REIT Units are stapled to EH-BT Units, EH-BT Units may not be sub-divided or consolidated unless the corresponding EH-REIT Units are sub-divided or, as the case may be, consolidated at the same time and to the same extent.

The register of the holders of EH-BT Units shall be altered accordingly to reflect the new number of EH-BT Units held by each holder of EH-BT Unit or, as the case may be, Stapled Securities as a result of such sub-division or consolidation and the Trustee-Manager shall cause CDP to alter the depository register maintained by CDP accordingly in respect of the Securities Account or sub-account maintained by a Depositor (as defined in Section 81SF of the SFA) with CDP ("**Securities Account**") of each holder of the EH-BT Units to reflect the new number of EH-BT Units held by such holder of EH-BT Units as a result of such sub-division or consolidation.

Rights, Preferences and Restrictions Attaching to Each Class of EH-BT Units

The EH-BT Trust Deed provides that rights attached to the EH-BT Units issued with special conditions have to be clearly defined in the EH-BT Trust Deed and, if at any time, different classes of EH-BT Units are issued, the rights attached to any class (unless otherwise provided by the terms of issue of the EH-BT Units of that class) may, subject to the provisions of any applicable laws, regulations and guidelines, be varied or abrogated with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of EH-BT Units of that class.

Currently, there is only one class of EH-BT Units and every EH-BT Unit carries the same voting rights. Under the BTA, only persons registered in the statutory register maintained by the Trustee-Manager are recognised as registered holders of EH-BT Units in issue. For so long as EH-BT is listed, CDP shall be the registered holder of all the EH-BT Units in issue and CDP shall pursuant to the Depository Services Terms and Conditions, maintain a record in a depository register of the holders of EH-BT Units having EH-BT Units credited into their respective Securities Accounts and to record in the depository register the following information stated below in relation to each namely:

- the names and addresses of the holders of EH-BT Units;
- the class of EH-BT Units held by each holder of EH-BT Units;
- the number of EH-BT Units held by each holder of EH-BT Units;
- the date on which every such person entered into the depository register in respect of the EH-BT Units standing in his name became a holder of EH-BT Units and, where he became a holder of EH-BT Units by virtue of an instrument of transfer, a sufficient reference to enable the name and address of the transferor to be identified;

- the date on which any transfer is registered and the name and address of the transferee; and
- where applicable, the date on which a holder of EH-BT Units ceases or ceased to be a holder of EH-BT Units.

Each holder of EH-BT Units named in the depository register shall for such period as the EH-BT Units are entered against his name in the depository register, be deemed to be the owner in respect of the number of EH-BT Units entered against the name of such holder of EH-BT Units in the depository register and would be entitled to attend and vote at general meetings of holders of EH-BT Units. The Trustee-Manager shall be entitled to rely on any and all such information in the depository register.

The entries in the depository register shall (save in the case of manifest error) be conclusive evidence of the number of EH-BT Units held by each holder of EH-BT Units and in the event of any discrepancy between the entries in the depository register and the details appearing in any confirmation note or monthly statement issued by CDP, the entries in the depository register shall prevail unless the holder of EH-BT Units proves to the satisfaction of the Trustee-Manager and CDP that the depository register is incorrect.

Distributions

Subject to applicable laws, regulations and guidelines, and the EH-BT Trust Deed, the Trustee-Manager shall have the right to make regular distributions to holders of EH-BT Units of such amounts to be payable out of the EH-BT Trust Property on such distribution dates as the Trustee-Manager may think fit. All distributions are paid *pro rata* among the holders of EH-BT Units in proportion to the amount paid-up on each of their EH-BT Units, unless the rights attached to an issue of any EH-BT Unit provide otherwise. Any monies payable to holders of EH-BT Units which remain unclaimed after a period of 12 months shall be accumulated in an Unclaimed Monies Account from which the Trustee-Manager may, from time to time, make payments to holders of EH-BT Units claiming any such monies.

Subject to the winding-up provisions in the EH-BT Trust Deed, the Trustee-Manager, may, at its discretion and if practicable, cause such sums which represent monies remaining in the Unclaimed Monies Account for five years after the date of payment of such moneys into the Unclaimed Monies Account and interest, if any, earned thereon, to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore¹ shall be deducted from the monies payable to the relevant holder of EH-BT Units. If the said monies are insufficient to meet all such fees, costs and expenses, the Trustee-Manager shall be entitled to have recourse to the EH-BT Trust Property for such payment. Where the EH-BT is listed and to the extent that such unclaimed monies are held by the CDP, subject to the winding-up provisions in the EH-BT Trust Deed, the Trustee-Manager may, at its discretion and if practicable, cause such sums which are returned by the CDP to the Trustee-Manager (and which have remained unclaimed by a holder of EH-BT Units for a period of six years after the time when such monies became payable to such holder of EH-BT Units) to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the monies payable to the relevant holder of EH-BT Units. If the said moneys are insufficient to meet all such fees, costs and expenses, the Trustee-Manager shall be entitled to have recourse to the EH-BT Trust Property for such payment.

¹ The Trustees Act allows a trustee to discharge its liabilities towards unclaimed moneys by paying such moneys into Singapore courts, although it does not prescribe the period for which the moneys must be unclaimed before they may be paid into the courts. Although the Trustees Act is not applicable to a registered business trust, as a matter of prudence, the EH-BT Trust Deed has provided that the Trustee-Manager may pay unclaimed moneys into the courts.

Voting Rights

A holder of EH-BT Units is entitled to attend, speak and vote at any general meeting of the holders of EH-BT Units in person or by proxy and a holder of EH-BT Units may appoint not more than two proxies to attend and vote at the same general meeting as a holder of EH-BT Units if his name appears on the depository register as at 72 hours before the time of the relevant general meeting as certified by the depository to EH-BT. Except as otherwise provided in the EH-BT Trust Deed, not less than two holders of EH-BT Units must be present in person or by proxy of one-tenth in value of all the EH-BT Units for the time being in issue to constitute a quorum at any general meeting PROVIDED THAT (i) a proxy representing more than one holder of EH-BT Units shall only count as one holder of EH-BT Units for the purpose of determining the quorum and (ii) where a holder of EH-BT Units is represented by more than one proxy such proxies shall count as only one holder of EH-BT Units for the purpose of determining the quorum.

Under the EH-BT Trust Deed, on a poll, every holder of EH-BT Units who is present in person or by proxy shall have one vote for every EH-BT Unit which he holds or represents. Subject to the requirements of the prevailing listing rules of the SGX-ST, voting at a meeting shall be by poll.

Variation of Rights of Respective Classes of EH-BT Units

If at any time different classes of EH-BT Units are issued, the rights attached to any class (unless otherwise provided by the terms of issue of the EH-BT Units of that class) may, subject to any applicable laws, regulations and guidelines, whether or not EH-BT is being wound up, be varied or abrogated with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of EH-BT Units of that class. To every such Extraordinary Resolution of the holders of EH-BT Units of that class the provisions of the EH-BT Trust Deed relating to general meetings of the holders of EH-BT Units shall apply *mutatis mutandis* provided that the necessary quorum shall be two persons at least holding or representing by proxy or by attorney one-third of the issued EH-BT Units of the class and that any EH-BT Unitholder of that class present in person or by proxy or by attorney may demand a poll.

The rights conferred upon the holders of EH-BT Units of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the EH-BT Units of that class or by the EH-BT Trust Deed as are in force at the time of such issue, be deemed to be varied by the creation or issue of further EH-BT Units ranking equally therewith, and would therefore require the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of EH-BT Units of such class.

The EH-BT Trust Deed does not impose more stringent conditions than those required by the applicable law.

Issue of EH-BT Units

The Trustee-Manager has the exclusive right to issue EH-BT Units for the account of EH-BT. For so long as EH-BT is listed on the SGX-ST, the Trustee-Manager may, subject to the provisions of the Listing Manual, the EH-BT Trust Deed, the BTA and any other relevant laws, regulations and guidelines, issue EH-BT Units.

In particular, the issuance of EH-BT Units will be subject to Section 36 of the BTA, which requires the approval by a majority of the number of votes of holders of EH-BT Units who, being entitled to do so, vote in person or by proxy present at a general meeting of holders of EH-BT Units.

If in connection with an issue of a EH-BT Unit, any requisite payment of the issue price for such EH-BT Unit has not been received by the Trustee-Manager before the seventh Business Day after the date on which the EH-BT Unit was agreed to be issued (or such other later date as the

Trustee-Manager may agree), the Trustee-Manager may cancel its agreement to issue such EH-BT Unit and such EH-BT Unit will be deemed never to have been issued or agreed to be issued. In such an event, the Trustee-Manager may charge the investor (and retain the same for its own account) a cancellation fee of such amount as the Trustee-Manager may from time to time determine to represent the administrative costs involved in processing the application for such EH-BT Unit.

Suspension of Issue of EH-BT Units

The Trustee-Manager may, subject to the Listing Manual, suspend the issue of EH-BT Units during any of the following events:

- any period when the SGX-ST or any other relevant Recognised Stock Exchange is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- the existence of any state of affairs which, in the opinion of the Trustee-Manager, might seriously prejudice the interests of the holders of EH-BT Units as a whole or the EH-BT Trust Property;
- any breakdown in the means of communication normally employed in determining the price of any assets of EH-BT or (if relevant) the current price thereof on the SGX-ST or any other relevant Recognised Stock Exchange or when, for any reason, the prices of any assets of EH-BT cannot be promptly and accurately ascertained;
- any period when remittance of money which will or may be involved in the realisation of any asset of EH-BT or in the payment for such asset of EH-BT cannot, in the opinion of the Trustee-Manager, be carried out at normal rates of exchange;
- any period where the issuance of EH-BT Units is suspended pursuant to any order or direction issued by the MAS or other relevant regulatory authorities;
- in relation to any general meeting of the holders of EH-BT Units, any 72-hour period before such general meeting or any adjournment thereof; or
- when the business operations of the Trustee-Manager in relation to EH-BT are substantially interrupted or closed as a result of, or arising from, nationalisation, expropriation, currency restrictions, pestilence, widespread communicable and infectious diseases, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes, nuclear fusion or fission or acts of God.

Such suspension shall take effect forthwith upon the declaration in writing thereof by the Trustee-Manager and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised (as set out above) exists, upon the declaration in writing thereof by the Trustee-Manager.

In the event of any suspension while EH-BT is listed on the SGX-ST, the Trustee-Manager shall ensure that the immediate announcement of such suspension is made through the SGX-ST.

Meeting of Holders of EH-BT Units

Under applicable laws and the provisions of the EH-BT Trust Deed, EH-BT will not hold any meetings for holders of EH-BT Units unless the Trustee-Manager convenes a meeting or unless not less than 10.0% of total voting rights of all holders of EH-BT Units request a meeting to be convened.

A meeting of holders of EH-BT Units when convened may:

- by Extraordinary Resolution and in accordance with the EH-BT Trust Deed, sanction any modification, alteration or addition to the EH-BT Trust Deed which shall be proposed by the Trustee-Manager as provided in the EH-BT Trust Deed;
- by Extraordinary Resolution and in accordance with the EH-BT Trust Deed, sanction a supplemental deed increasing the maximum permitted limit or any change in the structure of fees payable to the Trustee-Manager;
- by Extraordinary Resolution and in accordance with the EH-BT Trust Deed, remove the auditors of EH-BT;
- by Extraordinary Resolution and in accordance with the EH-BT Trust Deed, delist EH-BT after it has been listed; and
- by Extraordinary Resolution and in accordance with the EH-BT Trust Deed, remove the Trustee-Manager.

Any decision to be made by resolution of the holders of EH-BT Units other than the above shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the BTA or applicable laws and regulations.

Except as otherwise provided for in the EH-BT Trust Deed, 14 days' notice at the least (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the holders of EH-BT Units in the manner provided in the EH-BT Trust Deed. The quorum at a meeting shall not be less than two holders of EH-BT Units present in person or by proxy, PROVIDED THAT (i) a proxy representing more than one holder of EH-BT Units shall count as one holder of EH-BT Units for the purpose of determining the quorum; and (ii) where a holder of EH-BT Units is represented by more than one proxy such proxies shall count as only one holder of EH-BT Units for the purpose of determining the quorum. Each notice shall specify the place, day and hour of the meeting, and the terms of the resolutions to be proposed, and each such notice may, in general, be published in any one leading English-language daily newspaper in Singapore.

Subject to the requirements of the prevailing listing rules by the SGX-ST, voting at a meeting shall be by poll. On a poll, every holder of EH-BT Units has one vote for each EH-BT Unit of which it is the holder. The EH-BT Trust Deed does not contain any limitation on non-Singapore resident or foreign holders of EH-BT Units holding EH-BT Units or exercising the voting rights with respect to their holdings of EH-BT Units.

Neither the Trustee-Manager nor any of its associates shall be entitled to vote or be counted as part of a quorum at a meeting convened to consider a matter in respect of which the Trustee-Manager or any of its associates has a material interest save for an Extraordinary Resolution duly proposed to remove the Trustee-Manager, in which case, no holder of EH-BT Units shall be disenfranchised.

For so long as the Trustee-Manager is the trustee-manager of EH-BT, the controlling shareholders (as defined in the Listing Rules) of the Trustee-Manager and of any of its associates are prohibited from voting or being counted as part of a quorum for any meeting of holders of EH-BT Units convened to consider a matter in respect of which the relevant controlling shareholders of the Trustee-Manager and/or of any of its associates have a material interest.

Rights and Liabilities of the Holders of EH-BT Units

The key rights of the holders of EH-BT Units include rights to:

- receive income and other distributions attributable to the EH-BT Units held;
- receive audited accounts and the annual reports of EH-BT; and
- participate in the winding-up or liquidation of EH-BT by receiving a share of all net cash proceeds derived from the realisation of the assets of EH-BT less any liabilities, in accordance with their proportionate interests in EH-BT.

No holder of EH-BT Units has a right to require that any asset of EH-BT be transferred to him.

Further, holders of EH-BT Units cannot give any directions to the Trustee-Manager (whether at a meeting of the holders of EH-BT Units or otherwise) if it would require the Trustee-Manager to do or omit doing anything which may result in:

- EH-BT ceasing to comply with applicable laws and regulations; or
- the exercise of any discretion expressly conferred on the Trustee-Manager by the EH-BT Trust Deed or the determination of any matter which, under the EH-BT Trust Deed, requires the agreement of the Trustee-Manager.

The EH-BT Trust Deed contains provisions that are designed to limit the liability of a holder of EH-BT Units to the amount paid or payable for any EH-BT Unit. The provisions seek to ensure that if the issue price of the EH-BT Units held by a holder of EH-BT Units has been fully paid, no such holder of EH-BT Units, by reason alone of being a holder of EH-BT Units, will be personally liable to indemnify the Trustee-Manager or any creditor of EH-BT in the event that the liabilities of EH-BT exceed its assets.

Limitation on Right to Own EH-BT Units

EH-BT Units Issued to Persons Resident outside Singapore

In relation to any rights issue, the Trustee-Manager may in its absolute discretion elect not to extend an offer of EH-BT Units under the rights issue to those holders of EH-BT Units, whose addresses are outside Singapore. In such an event, the rights or entitlements to the EH-BT Units of such holders of EH-BT Units will be offered for subscription by the Trustee-Manager as the nominee and authorised agent of each such relevant EH-BT Unitholder in such manner and at such price, as the Trustee-Manager may determine.

Where necessary, the Trustee-Manager shall have the discretion to impose such other terms and conditions in connection with the sale. The proceeds of any such sale, if successful, will be paid to the relevant holders of EH-BT Units whose rights or entitlements have been thus sold, provided that where such proceeds payable to the relevant holders of EH-BT Units are less than S\$10.00, the Trustee-Manager shall be entitled to retain such proceeds as part of the EH-BT Trust Property.

Amendments to the EH-BT Trust Deed

After the Listing Date, the Trustee-Manager shall be entitled, by deed supplemental hereto (including by way of an amending and restating deed), to modify, alter or add to the provisions of the EH-BT Trust Deed in such manner and to such extent as it may consider expedient for any purpose in accordance with the provisions of the BTA.

The BTA currently provides that the trust deed of a Registered Business Trust may (1) be amended by a resolution passed by the unitholders of that trust holding in the aggregate not less than 75.0% of the voting rights of all unitholders of the trust who, being entitled to do so, vote in person or by proxy present at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution as a special resolution has been duly given; or (2) where the modification is necessary in order to comply with any written law or rule of law applicable in Singapore, by the trustee-manager of the Registered Business Trust.

Circumstances under which the Trustee-Manager may be Indemnified out of the EH-BT Trust Property

In general, subject to any express provision under the EH-BT Trust Deed and without prejudice to any right of indemnity at law given to the Trustee-Manager, the Trustee-Manager is entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as EH-BT's trustee-manager to have recourse to the EH-BT Trust Property or any part thereof, save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of trust by the Trustee-Manager or where the Trustee-Manager fails to exercise Due Care.

Circumstances under which the Trustee-Manager may Exclude Liability in Relation to Carrying Out of Its Duties With Respect to EH-BT

Subject to the duties and obligations of the Trustee-Manager under the EH-BT Trust Deed, the Trustee-Manager shall not be liable for any act or omission of the Trustee-Manager in relation to EH-BT save where there is, on the part of the Trustee-Manager, fraud, gross negligence, wilful default or breach of trust or where the Trustee-Manager fails to exercise Due Care.

In the absence of fraud, wilful default or breach of trust by the Trustee-Manager or where the Trustee-Manager fails to exercise Due Care, the Trustee-Manager shall not incur any liability to the holders of EH-BT Units by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the EH-BT Trust Deed.

Substantial EH-BT Holdings

The EH-REIT Trust Deed and the EH-BT Trust Deed contain provisions relating to reporting requirements applicable to a Substantial EH-REIT Unitholder and a Substantial EH-BT Unitholder (each as defined herein), as required under the SFA and the BTA.

As the Stapled Securities comprise EH-REIT Units and EH-BT Units stapled together, the Stapled Securityholders have to comply with the regulatory requirements imposed on both EH-REIT and EH-BT, including that of the requirement to disclose substantial holdings.

Pursuant to Sections 135 to 137B of the SFA (read with Section 137J of the SFA), Substantial EH-BT Unitholders are required to notify the Trustee-Manager within two Business Days after becoming aware of their becoming a Substantial EH-BT Unitholder, of any subsequent change in the percentage level of such holdings (rounded down to the next whole number) or their ceasing to be a Substantial EH-BT Unitholder.

Failure to comply with the notification requirements of the SFA constitutes an offence and will render such Substantial EH-BT Unitholder liable to a fine on conviction.

Holders of Voting Shares in the Trustee-Manager

Pursuant to Section 137P of the SFA, where the percentage of interest of a person in the voting shares in the Trustee-Manager reaches, crosses or falls below 15%, 30%, 50% or 75%, he shall give notice in writing to the Trustee-Manager within two Business Days after he becomes aware of this.

Failure to comply with the notification requirements of the SFA constitutes an offence and will render a Substantial Shareholder in the Trustee-Manager liable to a fine on conviction.

The Trustee-Manager Board's Declaration of Holdings of EH-BT Units

Under Section 13 of the BTA, the Trustee-Manager Directors are required to give notice to the Trustee-Manager of their acquisition of EH-BT Units or of changes to the number of EH-BT Units which they hold or in which they have an interest, within two Business Days after such acquisition or the occurrence of the event giving rise to changes in the number of EH-BT Units which they hold or in which they have an interest, as applicable. Upon such notification, the Trustee-Manager will promptly announce such interests or changes via SGXNET or to any other relevant Recognised Stock Exchange.

Duty of the Trustee-Manager to Make Disclosure

Pursuant to Section 137R of the SFA, where the Trustee-Manager (i) acquires or disposes of interests in EH-BT Units or (ii) has been notified in writing by a Substantial EH-BT Unitholder or director or the chief executive officer of the Trustee-Manager pursuant to the unitholdings disclosure requirements of the SFA as set out below, or has been notified by a person who holds an interest in voting shares in the Trustee-Manager pursuant to a requirement imposed on him under Section 137P of the SFA, the Trustee-Manager shall announce such information on the SGXNET as soon as practicable and in any case no later than the end of the Business Day following the day on which the Trustee-Manager became aware of such information or received the notice.

Directors and Chief Executive Officer of the Trustee-Manager

Pursuant to Section 137N of the SFA, directors and the chief executive officer of the Trustee-Manager will be required to notify the Trustee-Manager in writing of, inter alia, their acquisition of EH-BT Units or of changes to the number of EH-BT Units which they hold or in which they have an interest, within two Business Days after such acquisition or after becoming aware of such change, as the case may be.

A director or chief executive officer of the Trustee-Manager is deemed to have an interest in EH-BT Units, inter alia, in the following circumstances:

- Where the director or chief executive officer of the Trustee-Manager is the beneficial owner of a EH-BT Unit (whether directly through a Securities Account or indirectly through a depository agent or otherwise), he is deemed to have an interest in that EH-BT Unit.
- Where a body corporate is the beneficial owner of a EH-BT Unit and the director or chief executive officer of the Trustee-Manager is entitled to exercise or control the exercise of not less than 20.0% of the votes attached to the voting shares in the body corporate, he is deemed to have interest in that EH-BT Unit.

- Where the Trustee-Manager's director's or chief executive officer's (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years has any interest in a EH-BT Unit, he is deemed to have an interest in that EH-BT Unit.
- Where the director or chief executive officer of the Trustee-Manager, his (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years:
 - has entered into a contract to purchase a EH-BT Unit;
 - has a right to have a EH-BT Unit transferred to any of them or to their order, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not;
 - has the right to acquire a EH-BT Unit under an option, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not; or
 - is entitled (otherwise than by reason of any of them having been appointed a proxy or representative to vote at a meeting of EH-BT Unitholders) to exercise or control the exercise of a right attached to a EH-BT Unit, not being a EH-BT Unit of which any of them is the holder, the director or chief executive officer of the Trustee-Manager is deemed to have an interest in that EH-BT Unit.
- Where the property subject to a trust consists of or includes a EH-BT Unit and the director or chief executive officer of the Trustee-Manager knows or has reasonable grounds for believing that he has an interest under the trust and the property subject to the trust consists of or includes such EH-BT Unit, he is deemed to have an interest in that EH-BT Unit.

The Trustee-Manager

The Trustee-Manager is Eagle Hospitality Business Trust Management Pte. Ltd. The Trustee-Manager is a company incorporated on 30 August 2018 in Singapore. The Trustee-Manager has an issued share capital of S\$1.00. The registered office of the Trustee-Manager is at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

Powers, Duties and Obligations of the Trustee-Manager

The Trustee-Manager's powers, duties and obligations are set out in the EH-BT Trust Deed. The powers and duties of the Trustee-Manager include:

- acting as trustee-manager of EH-BT and, in such capacity, safeguarding the rights and interests of the holders of EH-BT Units, for example, by satisfying itself that transactions it enters into for and on behalf of EH-BT with an Interested Person of EH-BT are conducted on normal commercial terms, are not prejudicial to the interests of EH-BT and the holders of EH-BT Units, and in accordance with all applicable requirements under all applicable laws, rules and regulations including the BTA and the Listing Manual relating to the transaction in question;
- holding the assets of EH-BT on trust for the benefit of the holders of EH-BT Units in accordance with the EH-BT Trust Deed;

- lending monies out of the assets of EH-BT for the benefit of the Stapled Securityholders as a whole to any stapled entity in accordance with the EH-BT Trust Deed and subject to compliance with the applicable laws, regulations and guidelines; and
- exercising all the powers of a trustee-manager and the powers that are incidental to the ownership of the assets of EH-BT.

The Trustee-Manager has covenanted in the EH-BT Trust Deed that it will use its best endeavours to carry on and conduct its business in a proper and efficient manner in the best interests of the holders of EH-BT Units as a whole (subject to, the overriding best interests of Stapled Securityholders, as permitted under all applicable laws, regulations and guidelines).

In the exercise of its powers, the Trustee-Manager may, subject to the provisions of the EH-BT Trust Deed, acquire or dispose of any real or personal property, borrow and encumber any asset.

The Trustee-Manager may, subject to the provisions of the EH-BT Trust Deed, appoint and engage:

- a person or entity to exercise any of its powers or perform its obligations; and
- any real estate agents or managers, including an Interested Person, in relation to the management, development, leasing, purchase or sale of any of real estate assets and real estate-related assets

The Trustee-Manager must carry out its functions and duties and comply with all the obligations imposed on it and set out in the EH-BT Trust Deed, the Listing Manual, the SFA, the BTA, the Tax Ruling and all other applicable laws, regulations and guidelines. It must retain EH-BT's assets, or cause EH-BT's assets to be retained, in safe custody and cause EH-BT's accounts to be audited. It can appoint valuers to value the real estate assets and real estate-related assets of EH-BT.

The Trustee-Manager is not personally liable to a holder of EH-BT Units in connection with the office of the Trustee-Manager except in respect of its own fraud, gross negligence, wilful default, breach of trust or breach of the EH-BT Trust Deed or Stapling Deed or where the Trustee-Manager fails to exercise Due Care. Any liability incurred and any indemnity to be given by the Trustee-Manager shall be limited to the assets of EH-BT over which the Trustee-Manager has recourse, provided that the Trustee-Manager has acted without fraud, gross negligence, wilful default, breach of trust or breach of the EH-BT Trust Deed or where the Trustee-Manager has exercised Due Care. The EH-BT Trust Deed contains certain indemnities in favour of the Trustee-Manager under which it will be indemnified out of the assets of EH-BT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

Resignation or Removal of the Trustee-Manager

The Trustee-Manager may resign or be removed under the following circumstances:

- The Trustee-Manager shall only resign in accordance with the relevant laws, regulations and guidelines and its resignation shall only be upon the appointment of a new Trustee-Manager (such appointment to be made in accordance with the provisions of the EH-BT Trust Deed); and
- The Trustee-Manager may be removed in accordance with the relevant laws, regulations and guidelines.

(See "Management and Corporate Governance – EH-BT – Retirement or Removal of the Trustee-Manager" for further details.)

Changes in the Fees and Charges payable to the Trustee-Manager

An Extraordinary Resolution of the holders of EH-BT Units at a meeting convened and held in accordance with the provisions of the EH-BT Trust Deed is required to approve:

- any increase in the rate or any change in the structure of the Trustee-Manager's management fee or trustee fee; and
- any increase in the rate above the permitted level or any change in the structure of the Trustee-Manager's acquisition fee, divestment fee and development management fee.

Winding-up of EH-BT

Under the EH-BT Trust Deed, EH-BT shall be of indefinite duration. In the event that any law is passed which renders it illegal or, in the opinion of the Trustee-Manager, impracticable or inadvisable to continue EH-BT, EH-BT may, without prejudice to the provisions of the BTA, be wound up subject to approval by the holders of EH-BT Units by way of an Extraordinary Resolution duly passed by the holders of EH-BT Units at a meeting convened by the Trustee-Manager in accordance with the EH-BT Trust Deed.

Generally, as soon as practicable after the commencement of the winding-up of EH-BT, the Trustee-Manager shall, subject to any authorisations or directions given to it by the holders of EH-BT Units pursuant to the EH-BT Trust Deed, sell the EH-BT Trust Property and repay any borrowings incurred on behalf of EH-BT in accordance with the EH-BT Trust Deed (together with any interest accrued but remaining unpaid) as well as all other debts and liabilities in respect of EH-BT before distributing the balance of the EH-BT Trust Property to the holders of EH-BT Units in accordance with their proportionate interests in the EH-BT Trust Property.

Issue of Stapled Securities

For as long as EH-REIT Units are stapled to EH-BT Units, the REIT Manager may only issue EH-REIT Units if such issue is accompanied by the issue of EH-BT Units. Similarly, the Trustee-Manager may only issue EH-BT Units if such issue is accompanied by the issue of EH-REIT Units. For the avoidance of doubt, both the Managers must satisfy the requirements under the EH-REIT Trust Deed and the EH-BT Trust Deed for the issue of EH-REIT and EH-BT Units before Stapled Securities can be issued. On the assumption that EH-BT Units will remain stapled to EH-REIT Units, see the section “– The Formation and Structure of EHT – Issue of the Stapled Securities” above for a discussion on the issue of Stapled Securities.

CERTAIN AGREEMENTS RELATING TO EHT, EH-REIT, EH-BT AND THE PROPERTIES

The agreements discussed in this section are complex documents and the following is a summary only. Investors should refer to the agreements themselves to confirm specific information or for a detailed understanding of EHT, EH-REIT, EH-BT and the Properties. Copies of these agreements are available for inspection at the registered office of the REIT Manager at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 and the registered office of the Trustee-Manager at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 for a period of six months from the date of this Prospectus.

RIGHT OF FIRST REFUSAL AGREEMENTS

HW ROFR

Howard Wu has on 17 April 2019 granted a right of first refusal to the REIT Trustee and the Trustee-Manager for so long as:

- EHT is listed on and quoted for on the Main Board of the SGX-ST;
- the REIT Manager or any of its related corporations remains the manager of EH-REIT;
- the Trustee-Manager or any of its related corporations remains the trustee-manager of EH-BT; and
- Howard Wu and/or any corporations which he directly or indirectly owns 50% or more, alone or in aggregate, remains as a controlling shareholder of the REIT Manager and/or controlling shareholder of the Trustee-Manager.

For purposes of the HW ROFR:

- “**control**” means the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a corporation;
- a “**controlling shareholder**” means a person who (i) holds directly or indirectly 15.0% or more of the total number of issued shares of the company or (ii) in fact exercises control over the company;
- “**immediate family**” in relation to Howard Wu means his spouse, child, adopted child, step-child, sibling and parent;
- a “**related corporation**” has the same meaning as ascribed to it in the Companies Act;
- a “**HW Relevant Entity**” means (i) Howard Wu or any existing or future corporations or private funds which Howard Wu controls or, directly or indirectly holds at least 50%; or (ii) existing or future private funds managed by Howard Wu or managed by any existing or future corporations which Howard Wu controls or, directly or indirectly holds at least 50%; or (iii) any existing or future corporations or private funds which the Founders (and (if applicable) any of their transferees pursuant to paragraph (i) below) collectively, controls or, directly or indirectly holds at least 50%, or any existing or future private funds managed by any existing or future corporations which the Founders collectively, controls or, directly or indirectly holds at least 50%. Where such corporations are not wholly-owned by Howard Wu or where the interests in such private funds are not wholly-owned by Howard Wu, and their other shareholder(s) or private fund investor(s) is/are third parties (other than the transferees referred to in paragraph (i) below), such corporations or private funds will be subject to the HW ROFR only upon obtaining the consent of such third parties (other than the transferees

referred to in paragraph (i) below), and in this respect, Howard Wu shall use its best endeavours to obtain such consent.

- a “**Relevant Asset**” refers to a completed income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, located in the U.S., as well as real estate-related assets in connection with the foregoing. Real estate used for “**hospitality**” purposes includes hotels, serviced residences, resorts and other lodging facilities, whether in existence by themselves as a whole or as part of larger mixed-use developments, which may include commercial, entertainment, retail and leisure facilities. Notwithstanding the above, a Relevant Asset shall exclude any interest in any real estate asset which Howard Wu transfers or intends to transfer to any member(s) of his immediate family as a gift or for estate planning purposes provided that such transferee(s) shall provide a ROFR to the REIT Trustee and the Trustee-Manager on similar terms as the HW ROFR in respect of such asset.

The HW ROFR shall cover any proposed offer by a HW Relevant Entity to dispose of any interest in any Relevant Asset which is owned by the HW Relevant Entity (“**Proposed Disposal**”). If the Relevant Asset is owned jointly by a HW Relevant Entity together with one or more third parties and the consent of any of such third parties is required for the Relevant Asset to be offered to EHT or its subsidiaries, Howard Wu shall use its best endeavours to obtain the consent of the relevant third party or parties, failing which the HW ROFR shall not apply to the disposal of such Relevant Asset. For the avoidance of doubt, the grant by any HW Relevant Entity of a lease (including a long term lease) over any such Relevant Asset (or any part thereof) for a rent or other service income shall not constitute or be deemed to constitute a Proposed Disposal for the purposes of this paragraph.

The HW ROFR shall:

- not apply to any interest in any real estate asset which Howard Wu transfers or intends to transfer to any member(s) of his immediate family as a gift or for estate planning purposes provided that Howard Wu undertakes to procure that such transferee(s) execute a right of first refusal to the REIT Trustee and the Trustee-Manager on similar terms as set out in the HW ROFR in respect of such interest;
- be subject to any prior overriding contractual obligations which the HW Relevant Entity may have in relation to the Relevant Assets and/or to the third parties that hold interests in these HW Relevant Assets;
- exclude the disposal of any interest in the Relevant Assets by a HW Relevant Entity to a related corporation of such HW Relevant Entity pursuant to a reconstruction, amalgamation, restructuring, merger and/or any analogous event or transfer of shares of the HW Relevant Entity between the shareholders as may be provided in any shareholders agreement; and
- be subject to the applicable laws, regulations and government policies.

In the event that the REIT Trustee or the Trustee-Manager fails or does not wish to exercise the HW ROFR, the HW Relevant Entity will be free to dispose of the Relevant Asset to a third party on terms no more favourable to the third party than those offered by the HW Relevant Entity to the REIT Trustee or the Trustee-Manager, provided that if the completion of the disposal of the Relevant Assets by the HW Relevant Entity does not occur within 12 months from the date of the written notice of the Proposed Disposal, any proposal to dispose of such Relevant Asset after the aforesaid 12-month period shall then remain subject to the HW ROFR.

TW ROFR

Taylor Woods has on 17 April 2019 granted a right of first refusal to the REIT Trustee and the Trustee-Manager for so long as:

- EHT is listed on and quoted for on the Main Board of the SGX-ST;
- the REIT Manager or any of its related corporations remains the manager of EH-REIT;
- the Trustee-Manager or any of its related corporations remains the trustee-manager of EH-BT; and
- Taylor Woods and/or any corporations which he directly or indirectly owns 50% or more, alone or in aggregate, remains as a controlling shareholder of the REIT Manager and/or controlling shareholder of the Trustee-Manager.

For purposes of the TW ROFR:

- **“control”** means the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a corporation;
- a **“controlling shareholder”** means a person who (i) holds directly or indirectly 15.0% or more of the total number of issued shares of the company or (ii) in fact exercises control over the company;
- **“immediate family”** in relation to Taylor Woods means his spouse, child, adopted child, step-child, sibling and parent;
- a **“related corporation”** has the same meaning as ascribed to it in the Companies Act;
- a **“TW Relevant Entity”** means (i) Taylor Woods or any existing or future corporations or private funds which Taylor Woods controls or, directly or indirectly holds at least 50%; or (ii) existing or future private funds managed by Taylor Woods or managed by any existing or future corporations which Taylor Woods controls or, directly or indirectly holds at least 50%; or (iii) any existing or future corporations or private funds which the Founders (and (if applicable) any of their transferees pursuant to paragraph (i) below) collectively, controls or, directly or indirectly holds at least 50%, or any existing or future private funds managed by any existing or future corporations which the Founders collectively, controls or, directly or indirectly, holds at least 50%. Where such corporations are not wholly-owned by Taylor Woods or where the interests in such private funds are not wholly-owned by Taylor Woods, and their other shareholder(s) or private fund investor(s) is/are third parties (other than the transferees referred to in paragraph (i) below), such corporations or private funds will be subject to the TW ROFR only upon obtaining the consent of such third parties (other than the transferees referred to in paragraph (i) below), and in this respect, Taylor Woods shall use its best endeavours to obtain such consent;
- a **“Relevant Asset”** refers to a completed income-producing real estate which is used primarily for hospitality and/or hospitality-related purposes, located in the U.S., as well as real estate-related assets in connection with the foregoing. Real estate used for **“hospitality”** purposes includes hotels, serviced residences, resorts and other lodging facilities, whether in existence by themselves as a whole or as part of larger mixed-use developments, which may include commercial, entertainment, retail and leisure facilities. Notwithstanding the above, a Relevant Asset shall exclude any interest in any real estate asset which Taylor Woods transfers or intends to transfer to any member(s) of his immediate family as a gift or for estate planning purposes provided that such transferee(s) shall provide a ROFR to the REIT Trustee and the Trustee-Manager on similar terms as the TW ROFR in respect of such asset.

The TW ROFR shall cover any proposed offer by a TW Relevant Entity to dispose of any interest in any Relevant Asset which is owned by the TW Relevant Entity ("**Proposed Disposal**"). If the Relevant Asset is owned jointly by a TW Relevant Entity together with one or more third parties and the consent of any of such third parties is required for the Relevant Asset to be offered to EHT or its subsidiaries, Taylor Woods shall use its best endeavours to obtain the consent of the relevant third party or parties, failing which the TW ROFR shall not apply to the disposal of such Relevant Asset. For the avoidance of doubt, the grant by any TW Relevant Entity of a lease (including a long term lease) over any such Relevant Asset (or any part thereof) for a rent or other service income shall not constitute or be deemed to constitute a Proposed Disposal for the purposes of this paragraph.

The TW ROFR shall:

- (i) not apply to any interest in any real estate asset which Taylor Woods transfers or intends to transfer to any member(s) of his immediate family as a gift or for estate planning purposes provided that Taylor Woods undertakes to procure that such transferee(s) execute a right of first refusal to the REIT Trustee and the Trustee-Manager on similar terms as set out in the TW ROFR in respect of such interest;
- (ii) be subject to any prior overriding contractual obligations which the TW Relevant Entity may have in relation to the Relevant Assets and/or to the third parties that hold interests in these TW Relevant Assets;
- (iii) exclude the disposal of any interest in the Relevant Assets by a TW Relevant Entity to a related corporation of such TW Relevant Entity pursuant to a reconstruction, amalgamation, restructuring, merger and/or any analogous event or transfer of shares of the TW Relevant Entity between the shareholders as may be provided in any shareholders agreement; and
- (iv) be subject to the applicable laws, regulations and government policies.

In the event that the REIT Trustee or the Trustee-Manager fails or does not wish to exercise the TW ROFR, the TW Relevant Entity will be free to dispose of the Relevant Asset to a third party on terms no more favourable to the third party than those offered by the TW Relevant Entity to the REIT Trustee or the Trustee-Manager, provided that if the completion of the disposal of the Relevant Assets by the TW Relevant Entity does not occur within 12 months from the date of the written notice of the Proposed Disposal, any proposal to dispose of such Relevant Asset after the aforesaid 12-month period shall then remain subject to the TW ROFR.

MASTER LEASE AGREEMENTS

Under the Master Lease Agreements, the applicable freehold or leasehold owners of the Hotels (the "**Master Lessors**") lease the Hotels to affiliates of the Sponsor (as master lessee) (each a "**Master Lessee**"), together with, except for limited purposes, all equipment, fixtures, inventory, leases and other property located at the Hotels, all as described in further detail below.

Lease Term

The term of each Master Lease Agreement is for 20 years with an option, provided no event of default under the Master Lease Agreement has occurred and is continuing, for the Master Lessee to obtain an additional term of 14 years for all Properties located in California and an additional term of 20 years for all other Properties located elsewhere, on the same terms and conditions, other than amendments which the Master Lessor may require due to change in law and the exclusion of any further option to renew.

Gross Rent

Rental revenue under the terms of the Master Lease Agreements comprises an annual Fixed Rent, which represents the minimum rental revenue to be received by EH-REIT, and a Variable Rent computed on an annual basis, as set out in the table below. The computation of the Fixed Rent and/or Variable Rent will not be subject to any adjustments. The Variable Rent formula for all Properties (except The Queen Mary Long Beach), is computed based on the sum (i) a fixed portion of the Hotel's Gross Operating Revenue for that fiscal year and (ii) a fixed portion of the Hotel's Gross Operating Profit (i.e., Gross Operating Revenue minus operating expenses payable by the Master Lessee) for that fiscal year (in each case described in the table below), less the Fixed Rent for the relevant fiscal year. If the calculation of the Variable Rent yields a negative figure, the Variable Rent will be deemed to be zero.

For the Queen Mary Long Beach, the Variable Rent formula is computed only based on the stated Percentage of Gross Operating Profit for that fiscal year.

Name of Hotel	Annual Fixed Rent	Variable Rent
Sheraton Pasadena	US\$4.2 million	22.0% of GOR plus 24.0% of GOP minus Fixed Rent
Holiday Inn & Suites Anaheim	US\$3.0 million	26.0% of GOR plus 25.0% of GOP minus Fixed Rent
Embassy Suites by Hilton Anaheim North	US\$2.1 million	20.0% of GOR plus 17.0% of GOP minus Fixed Rent
Holiday Inn Hotel & Suites San Mateo	US\$3.3 million	28.0% of GOR plus 29.0% of GOP minus Fixed Rent
Four Points by Sheraton San Jose Airport	US\$2.8 million	24.0% of GOR plus 24.0% of GOP minus Fixed Rent
The Westin Sacramento	US\$1.6 million	23.0% of GOR plus 22.0% of GOP minus Fixed Rent
Embassy Suites by Hilton Palm Desert	US\$1.4 million	18.0% of GOR plus 17.0% of GOP minus Fixed Rent
The Queen Mary Long Beach ⁽¹⁾	US\$10.4 million/ US\$10.608 million	8.0% of GOP
Renaissance Denver Stapleton	US\$3.9 million	17.0% of GOR plus 24.0% of GOP minus Fixed Rent
Holiday Inn Denver East – Stapleton	US\$2.3 million	20.0% of GOR plus 22.0% of GOP minus Fixed Rent
Sheraton Denver Tech Center Hotel	US\$1.8 million	16.0% of GOR plus 18.0% of GOP minus Fixed Rent
Holiday Inn Resort Orlando Suites – Waterpark	US\$7.5 million	19.0% of GOR plus 22.0% of GOP minus fixed rent
Crowne Plaza Dallas Near Galleria-Addison	US\$2.5 million	18.0% of GOR plus 20.0% of GOP minus Fixed Rent
Hilton Houston Galleria Area	US\$2.2 million	22.0% of GOR plus 20.0% of GOP minus Fixed Rent
Renaissance Woodbridge	US\$3.4 million	19.0% of GOR plus 19.0% of GOP minus Fixed Rent

Name of Hotel	Annual Fixed Rent	Variable Rent
Crowne Plaza Danbury	US\$0.8 million	10.0% of GOR plus 10.0% of GOP minus Fixed Rent
Doubletree by Hilton Salt Lake City Airport	US\$2.6 million	21.0% of GOR plus 22.0% of GOP minus Fixed Rent
Hilton Atlanta Northeast	US\$2.4 million	19.0% of GOR plus 20.0% of GOP minus Fixed Rent
Total	US\$58.2 million/ US\$58.408 million	

Note:

- (1) Fixed Rent is US\$10.4 million per annum in Forecast Period 2019 with a rental escalation of 2.0% per annum from Projection Year 2020 and onwards.

The quantum of the Variable Rent will be adjusted (i) monthly based on estimates of the Variable Rent made by the Master Lessee and (ii) within 21 days after the audited profit and loss statement for each Hotel for such fiscal year is completed for a final reconciliation.

If a Hotel is damaged or destroyed, the Master Lessee is not liable to pay rent for the period that the affected Hotel cannot be used, and if part of the affected Hotel is still useable, the Master Lessee's liability to pay rent is adjusted such that:

- (i) if the total reinstatement costs for the part(s) of the premises damaged or destroyed exceed 25.0% of the total reinstatement cost at or around the time of occurrence of the damage (as determined by a qualified and independent contractor selected in good faith by the Master Lessor), the Master Lessee will pay a reduced rent equivalent to half the Fixed Rent (and any Variable Rent as normally due) for the period from the date such damage occurred until the date of completion of restoration and reinstatement; or
- (ii) if the total reinstatement costs for the part(s) of the premises damaged or destroyed do not exceed 25.0% of the total reinstatement cost at or around the time of occurrence of the damage (as determined by a qualified and independent contractor selected in good faith by the Master Lessor), the Master Lessee will continue to pay the rent, without any abatement of the Fixed Rent amount, for the period from the date such damage occurred until the date of completion of restoration and reinstatement.

In the event of the occurrence of scenario (i), either the Master Lessor or the Master Lessee may terminate the Master Lease Agreement by written notice to the other party, and no compensation is payable in respect of such termination. If the damage or destruction does not satisfy the above threshold, the Master Lessor must use the insurance proceeds which it receives to restore or reinstate (i) the Hotel to the condition of the Hotel existing immediately prior to the occurrence of the damage or destruction as far as practicable; and (ii) the FF&E, operating equipment and inventories (to the extent not required to be insured by the lessee under the Master Lease Agreement), to the extent possible with the available insurance proceeds actually received by the Master Lessor.

Each Master Lessee will provide a security deposit, by way of cash or letter of credit, of an amount equivalent to nine months of the monthly Fixed Rent and each Master Lessee acknowledges that such security deposit may be pledged by the applicable Master Lessor as security under any applicable financing of such Master Lessor. SPV1 will provide certain collateral to UBS AG, Singapore Branch to issue counter-standby letters of credit to an issuing bank in the U.S. which is unrelated to the Offering (a "**Third Party Financial Institution**"), which will be issuing standby letters of credit for the benefit of the Master Lessors which will be used to satisfy part of the

security deposit amounts required under the Master Leases. The standby letters of credit from the Third Party Financial Institution will in turn be used by EH-REIT as additional collateral under the New Term Loan Facilities from the Facilities Lenders. The Queen Mary Long Beach Master Lease is a triple-net lease, whereby the Master Lessee will pay all taxes, insurance, and ground rent payable under the Queen Mary Ground Lease.

Agreed CIF Plan

The Master Lessee will be preparing a plan annually in relation to the anticipated acquisition, repair, alteration, improvement and replacement of the Plant, Services, Infrastructure (as defined in the Master Lease Agreement) and FF&E (including capital improvements and any PIP or other work required with respect to the Franchise Agreements) (the “**CIF Works**”) and the estimated cost of those works for the relevant fiscal year. The CIF plan is subject to the Master Lessor’s approval (the “**Agreed CIF Plan**”) and the Master Lessee shall be responsible for the upkeep, maintenance and replacement of or additions to the Plant, Services Infrastructure and FF&E in accordance with the Agreed CIF Plan, except for major capital improvements, which are the responsibility of Master Lessor, as discussed below. All items of Plant, Services, Infrastructure and FF&E which are brought onto the premises by the Master Lessee or which are replaced by the Lessee during the term of the Master Lease Agreement, will be the property of the Master Lessor.

At each fiscal quarter, the Master Lessor must set aside in the reserve established for the purpose of funding the CIF Works (the “**CIF Reserve**”), an amount equivalent to the CIF Contribution described below (subject to receipt of the CIF Contribution from the Master Lessee). The CIF Reserve shall be held by the Master Lessor in an account established with a reputable financing institution. The CIF Reserve must be used and disbursed only in accordance with the Agreed CIF Plan. The Master Lessee may request that the Master Lessor draw down from the CIF Reserve to incur expenses and/or reimburse the Master Lessee as necessary in accordance with the Agreed CIF Plan. Any expenditure from the CIF Reserve in excess of (or differing in purpose from) that provided in the Agreed CIF Plan shall require the prior approval of the Master Lessor (in its sole and absolute discretion). However, expenditures less than those provided in the Agreed CIF Plan (e.g. cost savings) do not require the approval of the Master Lessor. A failure by the Master Lessee to make a required CIF Contribution, in accordance with the Master Lease Agreement, would be a default.

The CIF Contribution is determined based on the amount equal to the greatest of (i) a pre-determined percentage¹ of Gross Room Revenue (or Gross Operating Revenue with respect to Renaissance Woodbridge and The Queen Mary Long Beach), (ii) the amounts actually required (and not waived) by the Hotel Franchisor under the Franchise Agreement with respect to CIF Works (but excluding any major capital improvements²) and (iii) the amounts actually required (and not waived) by the lender(s) under any indebtedness whose covenants apply to the premises with respect to CIF Works (but excluding any major capital improvements) (or a good faith estimation thereof as determined by the Master Lessor). It is customary in financing by US lenders to have loan covenants which typically require the property owner or property operator to comply with the applicable franchise agreement and accordingly keep the applicable property in good working condition. As such, it is possible that future financing by US lenders could impose more

1 The pre-determined percentage is based on an estimate of the amount of expenditure required for ongoing repair and maintenance of FF&E, plant and infrastructure and capital improvements agreed between the Master Lessor and the Master Lessee, taking into account various factors including but not limited to the age and historical operations of the property.

2 “Major capital improvements” refer to such capital improvements that (i) involve a material physical expansion or alteration of the premises (including adding or removing guest rooms or meeting space or changing the configuration or layout of the Hotel) or (ii) involve the essential fabric of the Hotel being the foundations, load bearing walls, structural columns, structural floors or structural ceilings including the façade of the Hotel.

stringent requirements beyond those found in the applicable Franchise Agreements, and the Master Lessee would have to adhere to any such requirements in the future.

Any unutilised balance in the CIF Reserve at the end of a fiscal year must be carried forward and made available in the next fiscal year but this shall not reduce the required CIF Contribution by each Master Lessee to the CIF Reserve in the next fiscal year.

If the total amount spent by a Master Lessor for CIF Works in accordance with the Agreed CIF Plan in any fiscal year is in excess of the unutilised balance of the CIF Reserve, the difference shall be carried forward and debited against the Master Lessee's CIF Contribution required in the following year.

Unless otherwise agreed to in an Agreed CIF Plan, the Master Lessor may in its sole and absolute discretion contribute to the CIF Reserve; provided, that this shall not (i) reduce the Master Lessee's CIF Contribution to the CIF Reserve for the applicable fiscal year or any subsequent fiscal years or (ii) lessen any other amounts required to be contributed by the Master Lessee hereunder with respect to the CIF Reserve. Any contribution for discretionary projects by the Master Lessor would be outside the scope of the Agreed CIF Plan.

FF&E

The FF&E in each Hotel at the commencement date of the Master Lease Agreements will be the property of the Master Lessor and the FF&E acquired or replaced by the Master Lessee during the term of the Master Lease Agreement will be the property of the Master Lessor.

The Master Lessee shall leave the FF&E (excluding the Master Lessee's property) in the premises in the condition in which they are required to be kept under the Master Lease Agreement.

Inventory

All items of inventory which are acquired or replaced by a Master Lessee during the term of the Master Lease Agreements, will be the property of such Master Lessee subject to the condition that the inventory which is owned by such Master Lessee shall be transferred to the Master Lessor or its nominee upon the termination of the Master Lease Agreement at the net book value or US\$1.00, whichever is the higher.

Annual Budget

Save and except for the first fiscal year in respect of which the annual budget has been approved prior to commencement of the term of the Master Lease Agreements, for each fiscal year, the Master Lessee must submit to the Master Lessor for review and approval by no later than 45 days prior (or on such other timeline as required by a loan obtained by EH-REIT or a subsidiary thereof with covenants that apply to a Property or a loan directly to the Master Lessor) to the commencement of the following fiscal year, an annual budget for that fiscal year. The Annual Budget includes, amongst other things, a proposed capital budget for major capital improvements. In respect of such proposed capital budget for all Properties (other than The Queen Mary Long Beach), the relevant Master Lessor is not obliged to undertake any expenditure for major capital improvements unless such expenditure is required (i) under (a) a loan obtained by EH-REIT or a subsidiary thereof with covenants that apply to a Property or (b) a loan directly to the Master Lessor, (c) respective Franchise Agreements or (d) respective Hotel Management Agreements, (ii) to comply with any directive, order or requirement of any relevant government authorities, (iii) to meet safety or health requirements relating to the Hotels or (iv) with respect to the Sheraton Denver Tech Center, Hilton Houston Galleria Area, Doubletree by Hilton Salt Lake City and Holiday Inn Resort Orlando Suites – Waterpark, to the complete in-process major capital improvements that are subject to the Cap Ex Notes pursuant to the Securities Purchase

Agreement. With respect to the proposed capital budget for Queen Mary Long Beach, the Master Lessee is responsible for all major capital improvements.

Franchise Agreements and Hotel Management Agreements

The Master Lessee is required to enter into or receive assignments of franchise agreements and hotel management agreements with the respective Hotel Franchisors and the Hotel Managers (as applicable) relating to each of the Hotels. In the event of any failure by the Hotel Franchisor and/or the Hotel Manager to perform their obligations under the relevant Franchise Agreement and/or Hotel Management Agreement, it would constitute an event of default under the Master Lease Agreement and entitle the Master Lessor to terminate the Master Lease Agreement. In addition, the Master Lessee is not entitled to waive (or fail to enforce) any material breach or default by the Hotel Manager or Hotel Franchisor under the Hotel Management Agreement or the Franchise Agreement (as the case may be) without the consent of the Master Lessor.

To the extent any of the provisions of a Franchise Agreement impose a greater obligation on the Master Lessee than the corresponding provisions of the Master Lease Agreement, the Master Lessee shall be obligated to comply with, and to take all commercially reasonable actions necessary to prevent breaches or defaults under the provisions of the, franchise agreements, except to the extent that the Master Lessee is prevented from complying with a franchise agreement because of the Master Lessor's acts such as its breach of its obligations under a Master Lease Agreement. The Master Lessee shall not terminate or enter into any modification of any Franchise Agreement without in each instance first obtaining the Master Lessor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Subject to consent from the applicable Hotel Franchisor, each Master Lessor has agreed to enter into a non-disturbance agreement with the franchisor in respect of the franchise agreement (which means if a Master Lease Agreement is terminated the Master Lessor or a new lessee must continue to license the brand and operate the Hotel under that brand¹). The Master Lease Agreement provides if an event a default has occurred and is continuing and a Master Lease Agreement is terminated, the brand shall (if a non-disturbance agreement with respect to the Franchise Agreement has been executed by the Master Lessor) attorn to the Master Lessor and waive any right the Hotel Franchisor may have to terminate the Franchise Agreement as a result of the termination of the Master Lease Agreement, provided the Hotel Franchisor continues to be paid, and the Master Lessor (or any party acting by or through the Master Lessor) agrees to perform the Master Lessee's other obligations to the Hotel Franchisor under the Franchise Agreement which accrue subsequent to the date of termination.

The Hotels shall be operated and managed by the Hotel Managers under the terms of the relevant Hotel Management Agreements and each Master Lessor has agreed, if required by such Hotel Manager, to enter into a non-disturbance agreement with respect to the Hotel Management Agreements (which means if a Master Lease Agreement is terminated the Master Lessor (or any successor lessee) must continue to operate the Hotel under the Hotel Management Agreement). The Master Lessor shall have the right to approve (which approval shall not be unreasonably withheld, conditioned or delayed) of any replacement to a hotel manager. If an event of default occurs and is continuing and the Master Lease Agreement is terminated, the hotel manager shall (if the Master Lessor executes a non-disturbance agreement with respect to the hotel management agreement) attorn to Master Lessor and waive any right the hotel manager may have to terminate the Hotel Management Agreement as a result of the termination of a Master Lease, provided the Hotel Manager continues to be paid, and the Master Lessor (or any party acting by

¹ In addition, for the Marriott-branded Hotels (Sheraton Pasadena, Four Points by Sheraton San Jose Airport, The Westin Sacramento, Renaissance Denver Stapleton, Sheraton Denver Tech Center and Renaissance Woodbridge) the applicable Master Lessors have agreed with the applicable Hotel Franchisor that, if the applicable Master Lease Agreement is terminated due to an event of default caused by the applicable Master Lessee, such Hotel Franchisor may elect to have the Master Lessor or its new tenant (as the case may be) to continue to license the brand and operate the impacted Hotel under that brand for the remaining term of the applicable Franchise Agreement on the same terms.

or through the Master Lessor) agrees to perform the Master Lessee's other obligations to the Hotel Manager under the Hotel Management Agreement which accrue subsequent to the date of termination.

In connection with obtaining the consent of Pyramid Advisors Limited Partnership and its affiliates (as hotel managers) (collectively, "**Pyramid**") to assign the applicable Hotel Management Agreements (relating to the Renaissance Denver Stapleton, Holiday Inn Denver East – Stapleton, Hilton Houston Galleria Area, Renaissance Woodbridge, Doubletree by Hilton Salt Lake City and Crowne Plaza Danbury) to the applicable Master Lessee at the closing of the Offering, the Founders have jointly and severally agreed to guarantee the obligations of the Master Lessee under the applicable Hotel Management Agreement for so long as the applicable Master Lease Agreement remains effective. If the applicable Master Lease Agreement is terminated during the term of the applicable Hotel Management Agreement, the Founders will automatically be released from these obligations if the obligations are assumed following the termination by either the applicable Master Lessor or a replacement lessee and another credit-worthy entity or individual(s) reasonably acceptable to Pyramid.

Repair and Maintenance

The Master Lessee must, at its cost and expense, repair and maintain the Hotels (except for ordinary wear and tear, whether or not the need for such repairs occurred as a result of the Master Lessee's use), their infrastructure, plant and equipment, and FF&E in good and substantial condition and repair and in working order required for the operation of the Hotels. In accordance with the applicable Agreed CIF Plan, the Master Lessee may also request that the Master Lessor draw down from the CIF Reserve to incur such expense and/or reimburse the Master Lessee as necessary.

In addition, under the Master Lease Agreement, there are specific obligations requiring the Master Lessee to repair and maintain the Properties and to otherwise adequately manage the Properties, the cost of which shall be borne by the Master Lessee (other than in relation to major capital improvements which are borne by the Master Lessor). If the Master Lessee breaches these obligations and such breach is not cured within 30 days (unless such breach cannot be cured within 30 days and the Master Lessee proceeds promptly and with due diligence to cure the breach, in which case it has up to 180 days) the Master Lessor can terminate the Master Lease Agreement and sue the Master Lessee for damages. For the avoidance of doubt, the Master Lessor is also entitled to claim against the Master Lessee for losses suffered due to such breach by the Master Lessee within the above 30 day cure period. If the breach causes a default under the relevant Hotel Management Agreement or Franchise Agreement and such default is not cured within 30 days, then the Master Lessor can terminate the Master Lease Agreement and sue the Master Lessee for damages.

Licenses and Permits

All necessary licenses and permits must be obtained and maintained by the Master Lessee (or the Master Lessee shall cause its agents to obtain or maintain such licenses and permits) at its cost.

Insurance

The Master Lessee must, at its cost, take out and maintain public liability insurance policy, insurance relating to workers' compensation, business interruption insurance, and builder's work insurance in respect of any works undertaken or carried out by the Master Lessee. The Master Lessor (other than in respect of The Queen Mary Long Beach) will take out and maintain, at its cost, a property insurance insuring the Hotel, the infrastructure, plant and equipment and the contents of the Hotel. In respect of The Queen Mary Long Beach, the Master Lessee shall take out and maintain, at its cost, a property insurance insuring the Hotel, the infrastructure, plant and

equipment and the contents of the Hotel. Subject to the Master Lessor's prior written agreement, the Master Lessor shall take out such insurance coverage required under the hotel management agreements and the franchise agreements (other than insurance which the Master Lessee is required to take out). EH-REIT and the Master Lessee may mutually agree to an insurance buying plan which may be undertaken by the property manager to effectuate the insurance requirements set forth herein.

Assignment, Sublease and Mortgage

The Master Lessor may sell or assign its interest in a Hotel at any time subject to the terms of the Master Lease Agreement. The Master Lessor may sell or assign its interest in a Hotel free and clear of the Master Lease Agreement if the Master Lessor pays the Master Lessee a termination fee equal to the fair market value of the Master Lessee's leasehold interest in the remaining term of the Master Lease Agreement (including the option term if it has been exercised) (the "**Fair Market Value**"), in accordance with the formula set out below.

Subject to other customary conditions, the lease of the Hotel to the Master Lessee may only sublease a portion of a Hotel if such sublease is subject and subordinate to all of the terms and provisions of the Master Lease and to the rights of the Master Lessor thereunder. Each sublease shall also include clauses to the effect that:

- (a) if the Master Lease Agreement is terminated before the expiration of such sublease, the sublessee thereunder will, at the Master Lessor's option, attorn to Master Lessor and waive any right the sublessee may have to terminate the sublease or to surrender possession thereunder as a result of the termination of the Master Lease Agreement; and
- (b) if the sublessee receives a written notice from Master Lessor stating that an uncured event of default exists under the Master Lease Agreement, the sublessee shall thereafter be obligated to pay all rentals accruing under said sublease directly to the party giving such notice, or as such party may direct.

The lease of the Hotel to the Master Lessee shall at all times be subject and subordinate to the lien and security title of any deeds to secure debt, deeds of trust, mortgages, or other interests heretofore or hereafter granted by the Master Lessor or which otherwise encumber or affect the Hotel and to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements, substitutions, and extensions thereof.

In the event the Master Lease Agreement is terminated (i) due to the occurrence of an "Event of Default", or (ii) in respect of The Queen Mary Long Beach, due to the termination of the Queen Mary Ground Lease caused by the Master Lessor, the Master Lessor shall pay the Master Lessee a termination fee equal to the Fair Market Value of the Master Lessee's leasehold interest in the remaining term of the Master Lease Agreement (including the option term if it has been exercised).

For this purpose, the Fair Market Value shall be computed on the following formula:

"fair market value" = present value of "A" for each year of the unexpired term and the option term using the discount rate of "B".

where:

"A" means a per annum amount being the average of the Adjusted GOP of the Hotel for the three Fiscal Years preceding the completion date of the sale or assignment of the Hotel, or if the completion of the sale or assignment of the Hotel occurs before three fiscal years of the term have elapsed, then "A" means a per annum amount being the average of the Adjusted GOP of the Hotel for the preceding Fiscal Years that have elapsed.

“Adjusted GOP” in respect of a fiscal year means the Gross Operating Profit of the Hotel for that fiscal year less the gross rent payable to lessor for that fiscal year.

“B” means 7.0%.

Termination Events

Either party may terminate the Master Lease Agreement, in the event of the following:

- (i) Material Damage to the premises¹; or
- (ii) the whole or such part(s) of the premises is condemned by any public or quasi-public authority, or private corporation or individual, having the power of condemnation² (the “**Condemnor**”) so as to make it impracticable or unreasonable in the Master Lessee’s reasonable opinion to use the remaining portion as a hotel of the type and class immediately preceding such compulsory acquisition.

EH-REIT, as Master Lessor, is entitled to terminate the Master Lease Agreement in the event of the following:

- (i) the Master Lessor sells or assigns its interest in the premises and pays the Master Lessee a termination fee equal to the fair market value of the Master Lessee’s leasehold interest in the remaining term (as described above);
- (ii) the occurrence of an “Event of Default”, including, but not limited to, the non-payment of rent or other amounts, repudiation of lease by the Master Lessee, failure of the Master Lessee to comply with obligations imposed by lease and an insolvency event by the Master Lessee; or
- (iii) in respect of The Queen Mary Long Beach, in the event of a termination of the Queen Mary Ground Lease.

SECURITIES PURCHASE AGREEMENT

The REIT Trustee, as trustee of EH-REIT, entered into the Securities Purchase Agreement with U.S. Hospitality Investments, LLC, MWCI, LLC and CWCI, LLC, affiliates of the Sponsor (the “**Vendors**”) pursuant to which EH-REIT will acquire the indirect interests in 18 of the Hotels constituting the USHI Portfolio and the ASAP6 Portfolio, including the related furniture, fixtures and equipment and inventory.

(See “Overview of the Acquisition of the Properties” for further details).

The consideration to be received by the Vendors for the sale of their interests in the USHI Portfolio and the ASAP6 Portfolio (the “**Aggregate Purchase Price**”) shall consist of (subject to final closing adjustments for prorations and other adjustments):

- (i) the Consideration Staped Securities as determined in the table below; and

1 “**Material Damage**” means damage or destruction of the premises or any part(s) thereof where the total costs for the reinstatement exceeds fifty percent (50%) of the total reinstatement cost of the premises at or around the time of the occurrence of the damage, all as determined by a qualified and independent contractor selected in good faith by the Master Lessor.

2 “**Condemnation**” means a taking resulting from (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor, and (2) a voluntary sale or transfer by Master Lessor to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

- (ii) cash in an amount (the “**Cash Purchase Price**”) which would be used for the following purposes, *inter alia*:
- (a) to reimburse the Vendors for amounts paid to satisfy the existing borrowings and deferred purchase price relating to encumbering the Properties or the direct or indirect interests that are the subject of the Securities Purchase Agreement (including, without limitation, prepayment premiums, exit fees and other fees and charges);
 - (b) to repay the Interest Differential Note and the Cap Ex Notes; and
 - (c) to fund the security deposits payable by the Master Lessees under the Master Lease Agreements.

For the avoidance of doubt, the Aggregate Purchase Price payable by EH-REIT for the acquisition of the Initial Portfolio will be in compliance with the Property Funds Appendix.

Offering Price (US\$)	Aggregate Purchase Price (US\$)	Consideration Stapled Securities	Stapled Securities Purchase Price (US\$)	Cash Purchase Price (US\$) ⁽¹⁾
0.780	1,069,118,937.80	142,459,998	111,118,798.44	958,000,139.36

Note:

(1) Subject to closing adjustment for working capital.

Aggregate Purchase Price = Stapled Securities Purchase Price + Cash Purchase Price.

Stapled Securities Purchase Price = Offering Price x Consideration Stapled Securities.

At the closing under the Securities Purchase Agreement which will occur on the Listing Date prior to Listing, EH-REIT will pay the Cash Purchase Price to the Vendors, which will enable them to, *inter alia* refinance, repay or defease all the borrowings and deferred purchase price (relating to a prior acquisition by an affiliate of the Sponsor of interests in the Initial Portfolio) relating, directly or indirectly, to 16 of these Hotels (which do not include the Crowne Plaza Dallas Near Galleria-Addison and the Hilton Houston Galleria Area) plus approximately US\$6.9 million in deferred purchase price obligations relating to the Ramada Hialeah (which will not be included as part of the Initial Portfolio as it is currently being redeveloped). Under the Securities Purchase Agreement, the mortgage indebtedness under the ASAP Mortgage Loans relating to the Crowne Plaza Dallas Near Galleria-Addison and the Hilton Houston Galleria Area will be assumed by EH-REIT and will not be refinanced at closing. For the avoidance of doubt, the purchase price paid by EH-REIT to the ASAP6 Portfolio Vendor for the Crowne Plaza Dallas Near Galleria-Addison and the Hilton Houston Galleria Area, will take into account the amount outstanding under the ASAP Mortgage Loans as at the closing of under the Securities Purchase Agreement.

Under the Securities Purchase Agreement, it is provided, *inter alia*, that:

- in the event that any Hotel is materially destroyed, damaged or condemned EH-REIT would, at its option, have the right not to acquire the interests relating to such Hotel;
- in the event EH-REIT elects to acquire the interests relating to a Hotel that is materially damaged or condemned prior to closing it would receive an assignment of any insurance or award proceeds payable in respect of such damages or condemnation;

- the completion of the sale and purchase is subject to and conditional upon the listing of and commencement of trading of the Stapled Securities on the SGX-ST on, the Listing Date;
- all consents under the Franchise Agreements and Hotel Management Agreements relating to the sale of interests in the Initial Portfolio and the entry into the lease arrangements under the Master Lease Agreements shall have been obtained;
- all lender consents necessary for the EH-REIT or its subsidiaries to assume the mortgage indebtedness relating to the Crowne Plaza Dallas Near Galleria-Addison and the Hilton Houston Galleria Area shall have been obtained;
- subject to the payment of the required premiums on the Listing Date by EH-REIT of the new title insurance policies to be issued at Listing, the title company specified under the Securities Purchase Agreement shall have delivered to EH-REIT a customary title policy insuring the applicable owner of the Initial Portfolio's fee or leasehold title to the applicable Hotel subject only to permitted encumbrances¹ specified in the Securities Purchase Agreement, and that the applicable property owner, in the case of the fee properties which are freehold, will have good and marketable title, subject to permitted encumbrances, to each of such properties as of the Listing Date and that the applicable leasehold owner, in the case of the leasehold property, will have a leasehold interest (recorded on title), subject to permitted encumbrances, in the applicable property as of the Listing Date;
- all filings and other requirements, if any, imposed by applicable laws with respect to the liquor license issued (or required to be issued) in connection with food and beverage operations at the Hotels relating to the Initial Portfolio shall have been made;
- with respect to The Queen Mary Long Beach, a consent of the City of Long Beach (as ground lessor) under the Queen Mary Ground Lease shall have been obtained and a written estoppel certificate substantially in the form required to be delivered under Queen Mary Ground Lease shall be delivered to EH-REIT by the landlord thereunder;
- certain internal restructuring steps shall have been completed to distribute from USHIL Holdco to USHI Portfolio Vendor all the equity interests in three intermediate holding entities that are owned by USHIL Holdco and which currently indirectly own the USHI Portfolio and in the entity that owns the Ramada Hialeah (which will not be included as part of the Initial Portfolio as it is currently being redeveloped), such that these three intermediate holding entities and USHIL Holdco will not be acquired by EH-REIT pursuant to the Securities Purchase Agreement and will instead remain under the indirect ownership of the Sponsor; and
- the CPDG Reserve shall have been funded.

1 "Permitted encumbrances" include but are not limited to the following: (i) zoning laws generally applicable to the districts which a property is located, (ii) easements, encroachments or rights of access that do not materially interfere with the use of a property, (ii) any exceptions contained in the title insurance policy that do not materially detract from the value or the marketability of the Properties or the ability of the Property to be financed.

In addition, certain limited representations and warranties are made by the Vendors relating to the Initial Portfolio and the entities to be acquired under such agreement. Claims for breach of warranties are subject to an aggregate maximum limit, and must be made within 12 months (with respect to certain fundamental representations¹ and warranties) and nine months (with respect to the remaining representations and warranties) after the completion of the sale and purchase. The maximum aggregate liability of the Vendors in respect of the claims shall not exceed US\$11.0 million, an amount which was negotiated and agreed upon with the Vendors on an arms' length basis. If, prior to completion, it is found that there is a material breach of a representation or warranty by the Vendors (that is not capable of being updated in accordance with the terms of the Securities Purchase Agreement), EH-REIT shall be entitled not to proceed with the purchase and sale.

In connection with the acquisition of the Initial Portfolio and to facilitate the assumption of the ASAP Mortgage Loans by EH-REIT as the ASAP Mortgage Loans cannot be prepaid when the Initial Portfolio is acquired, the Vendors have agreed to effectively fund the US\$4.8 million amount of the Interest Differential Note with a portion of the purchase price they would otherwise be entitled to receive. This amount represents the interest expense differential between the interest rate payable under the ASAP Mortgage Loans and market interest rates achieved under the New Term Loan Facilities up to the respective maturity of each of the ASAP Mortgage Loans, and the Interest Differential Note will be fully satisfied at closing with a portion of the purchase consideration the Vendors would otherwise have been entitled to receive.

In addition, in connection with the acquisition of the Initial Portfolio the Vendors have agreed to effectively fund the US\$3.2 million amount of the Cap Ex Notes with a portion of the purchase price they would otherwise be entitled to receive. This amount represents the reimbursement of EH-REIT for the anticipated cost of certain capital expenditures relating to the Hotels that will not be completed at the time of the closing, and the Cap Ex Notes will be fully satisfied at closing with a portion of the purchase consideration the Vendors would otherwise have been entitled to receive.

¹ The fundamental representations relate to organisation and authority, due authorisation, the sale of interests, the absence of bankruptcy or dissolution events and the absence of material violations, conflicts, breaches or defaults. Consistent with customary real estate transactions in the United States, these fundamental representations would survive longer for a longer period of time due to the fundamentality of the representations.

OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN THE UNITED STATES

RELEVANT LAWS AND REGULATIONS IN THE UNITED STATES

General

The laws of the United States have their source in both government legislation and regulation (at the federal, state and local government levels) and the federal and state courts. Federal law includes the Constitution of the United States, federal statutes and rules and regulations adopted by federal agencies. State law includes individual state constitutions, state statutes and rules and regulations adopted by state agencies. Local law includes ordinances and rules and regulations adopted by counties, municipalities and their agencies. Common law is developed by case law decisions in the federal and state courts.

Corporate Law

The principal laws governing the operation and conduct of corporations organised under the laws of a state of the United States are set out in the law of the state under whose statutes a corporation is formed. US Corp and its direct United States-incorporated subsidiaries have been organised under the corporation or limited liability company law of the State of Delaware or the State of California.

Regulation of Foreign Investment

While the United States has a general policy of openness to foreign investment, the Committee on Foreign Investments in the United States (“**CFIUS**”) reviews, and may suspend, modify or prohibit, foreign acquisitions of businesses which potentially may threaten or impair national security or critical infrastructure (particularly in sectors including transportation, communications, banking and energy). CFIUS requires a mandatory filing and review only where the acquisition implicates certain critical technologies in certain specifically delineated industries. However, all US business enterprises implicating national security or critical infrastructure in which a foreign person (in the broad legal sense, including a company) acquires an interest, directly or indirectly, are potentially subject to review under CFIUS, and may be voluntarily notified to CFIUS.

Ownership and Leasehold Interests in US Real Property

The highest form of private ownership interest in real property in the US is the freehold estate known as fee simple absolute. Generally, ownership in fee simple absolute is for an unlimited duration, but ownership is subject to applicable laws (including zoning laws) and agreements and real property owned in fee simple absolute may be subject to various encumbrances (including, without limitation, easements, taxes and restrictive covenants).

Another form of real property ownership in the US is the non-freehold possessory estate known as a leasehold estate. Leasehold estates are typically documented by a lease agreement. Subject to applicable law, any encumbrances and the terms of any applicable lease agreement, the lessee possessing a leasehold estate has the right to occupy the subject real property to the exclusion of others for a finite period.

Deed Recordation and Title Insurance

In each US state, typically at the county level, there is a governmental real property registry of official records at which agreements and matters which affect title to real property may be recorded. Among other things, the act of recording an agreement in the applicable official records imparts constructive notice of such agreement to third parties.

Fee simple absolute title to real property may be transferred by delivery of a deed (the form of which may vary by state). Recording a deed in the applicable official records may not be necessary to accomplish a transfer of title between the parties to a deed. However, the failure to record a deed in the applicable official records may result, in some circumstances, in others obtaining or having the opportunity to obtain superior title to the subject real estate.

The recording of a deed in a real property registry of official records is largely an administrative process. The relevant recorder in the real property registry of official records generally does not have discretion to refuse to record a deed, provided that such deed is in a legally prescribed recordable form, that such deed has been properly signed and notarised and that all taxes and other recording fees are paid. The act of recording a document in the official records does not in and of itself validate the legitimacy or effectiveness of the document. It is customary for purchasers of real property to rely on third party title insurance companies to review the records in real property registries of official records for matters affecting title to real property and to insure the status of such title subject to various exceptions, including, without limitation, those matters noted by the title insurance company as a result of such review. Such exceptions may take various forms, including, without limitation, liens, easements, and other encumbrances. The amount of title insurance obtained by a title policyholder may vary, but in the case of title insurance obtained by a purchaser of real property, the amount of title insurance obtained may be equal to the purchase price paid for the real property. A title insurance company typically charges a fee or premium for issuing a title policy, which fee or premium is typically a one-time fee, though additional premiums or fees may be charged under certain circumstances. Subject to the terms of the policy and applicable law, a title policy typically remains in effect so long as the insured maintains its interest in the subject property. In certain cases, a title policy is issued to a purchaser upon the recordation in the official records of the deed conveying title to the purchaser. In other cases, a title policy may be issued prior to such recordation, and in such cases a title company may contractually agree to accept certain risks in connection with the potential appearance in the official records of intervening matters between the time that the policy was issued and the time the deed is recorded. Subject to applicable requirements, a lease, or a short form or memorandum of a lease, may be recorded in the applicable official records. Title insurance companies typically will also provide a leasehold title insurance policy, insuring the status of title (subject to the same exceptions discussed above), to a lessee under a recorded property lease.

Agreements Affecting Real Property

In the US, various types of agreements affecting real property must be in writing and must be signed by the party to be bound in order to be enforceable against such party. Many real estate transactions contain various covenants, conditions, representations and warranties. In addition, applicable law may impose certain covenants, conditions, representations, warranties or other requirements on the parties to a real estate transaction.

Leases

Commercial real estate leases in the US may include leases of space in improvements and ground leases. In a typical lease of space in an improvement, a lessor leases space (such as office, industrial or retail space) in a building to a tenant. In a typical ground lease, the lessor leases improved or unimproved real property to a lessee and, if the lessee constructs improvements on the real property, the lessee retains possession of those improvements during the term of the

ground lease. Both ground leases and building space leases often provide that the lessee's improvements to the real property become the lessor's property at the end of the term of the lease, subject to certain lessee removal rights and other terms of the lease. Lease terms are subject to market standards and practices, though applicable law may impose certain covenants, conditions, representations, warranties or other requirements on the parties to a lease.

Mortgage Loans

In the US, loans to fund the purchase of commercial real property or to construct improvements on, or operate at, commercial real property are typically secured by a mortgage or deed of trust (depending on the state) on such real property.

In the US, commercial mortgage loans may be recourse or non-recourse. Non-recourse means that in the event of a default under the loan, the lender may look for repayment from the proceeds of a sale of the real property but may not seek repayment from the borrower for any amount in excess of such proceeds. However, certain commercial mortgage loans which are otherwise non-recourse may contain certain exceptions (called "**non-recourse carveouts**") which permit recourse to certain parties under certain circumstances, subject to applicable law. Among other things, such exceptions may relate to misrepresentations, deception, fraud, bankruptcy filings or environmental matters.

Upon a default under a mortgage loan, applicable law and the provisions of the applicable loan documents will typically dictate the lender's rights, which may include the right to foreclose and apply the proceeds of such sale to the amount owed. Depending on the state, judicial or non-judicial foreclosure processes may be available. Applicable law may limit the ability of a lender to obtain a judgement or to seek payment against a borrower under certain circumstances. Even after a default has occurred, under certain circumstances, applicable law may also permit a borrower certain rights to redeem its interest in the real property or to reinstate the applicable loan.

Transfer Taxes

Some states (as well as some counties and municipalities) impose a "transfer tax" on the conveyance of real property. In certain cases, a transfer tax is imposed on the recording of a deed, but in some instances it is imposed on a lease, a mortgage or a change in control in a real property owner. Responsibility for the payment of a transfer tax is sometimes allocated between buyer and seller by law but often by custom or the agreement of the parties. There is no federal transfer tax.

Land Use (Zoning) and Building Controls

In the US, much land use regulation occurs at the state and local level. Many municipalities have zoning ordinances which divide municipalities into a series of districts and specify the uses that are permitted and prohibited in each district. Zoning ordinances may impose various dimensional and density requirements on buildings and other real estate improvements (such as setback, lot size, floor area ratio and lot coverage requirements or provisions) as well as standards for the number of parking stalls and design of parking stalls. Many zoning ordinances also regulate other aspects of real property, such as loading spaces, landscaping, signs, "green building" requirements and the protection of environmentally sensitive areas such as wetlands, flood plains and aquifers.

In certain cases, and especially for large or complex projects, a real estate development will need to obtain a zoning permit or other approval from the municipality or other governmental authority. Such permits may be subject to a variety of conditions, which may include, without limitation, conditions to reduce actual or perceived impacts from the project on the community. Such conditions may include, without limitation, requirements to make improvements to transportation

infrastructure or to make monetary payments to the municipality or applicable governmental authority. The approval process may involve public hearings and other opportunities for third parties to comment on the project and to appeal the final permit decision.

In addition to zoning ordinances, some states have regional or state-wide land use approval requirements. Other state and federal laws (and other municipal, governmental or quasi-governmental requirements) can affect land development by regulating activities which involve wetlands, public rights in waterways, historic and other culturally significant properties, parkland, endangered species and their habitats, access to highways, and other matters. As a general matter, construction and the ongoing operation and maintenance of a building must comply with state or local building codes and other legal requirements. Building codes may address a variety of structural and life-safety matters including without limitation egress, fire protection, construction materials, elevators, energy, and handicap access. A building permit may be required by the applicable authority before construction is authorized to begin. In many cases, occupancy of a building may not be permitted before the applicable governmental authority has issued a certificate of occupancy. Building code violations, especially those relating to life-safety matters, may lead to civil and, in some cases, criminal sanctions.

Contaminated Land and Environmental Regulation

Most environmental regulation in the US occurs at the federal and state levels, although some municipalities have their own requirements. Under various federal, state and local laws and regulations, owners, as well as operators of real estate, may be required to investigate and remediate or monitor hazardous substance contamination present at or migrating from properties they currently or formerly own, lease or operate, notwithstanding that the contamination was caused by a prior owner, occupant or other third-party. They also may become liable for the presence of hazardous substances at third-party owned off-site disposal facilities at which they disposed or arranged for the disposal of hazardous waste, and could be subject to claims from governmental agencies and other third parties for costs and damages, including natural resource damages, relating to the investigation, remediation and monitoring of hazardous substances on or from their properties or such third party-owned off-site disposal facilities. Although the principal federal statute addressing liability relating to contaminated property exempts from liability certain "bona-fide prospective purchasers" of contaminated real estate who conduct pre-acquisition assessments, take steps to control known contamination, and meet certain other requirements, other federal environmental statutes and many state and local laws do not contain similar exemptions. In addition, owners and operators may be held liable under common law for property damage or personal injuries that result from the release of, or exposure to, hazardous substances on or migrating from their properties, including for personal injury caused by microbial matter (such as mold) or other indoor air contaminants (such as formaldehyde or other volatile organic compounds).

Federal, state and local laws and regulations govern many activities which can affect the environment, human health, and worker health and safety, such as the release, emission or discharge of pollutants to air, surface water, groundwater, soils, sediments and other environmental media, and the use, handling, transportation, treatment, storage and disposal of non-hazardous and hazardous substances and waste. Environmental laws and regulations also regulate certain hazardous building materials, such as asbestos and lead-based paint and generally impose obligations on the management of such materials, including notifications and training relating to such materials, and the handling and disposal of such materials during renovation and demolition projects. Many federal, state and local environmental laws and regulations require permits or other approvals, and failure to comply with these laws and regulations, or the terms and conditions of such permits and approvals can result in administrative, civil and criminal enforcement measures, including civil and criminal fines and penalties and the imposition of corrective action obligations.

Condemnation and Freezing of Assets

In the US, federal, state, local governments and other public bodies, as well as certain quasi-public entities (such as railroads and public utility corporations), may acquire real estate in connection with the exercise of the power of eminent domain. The exercise of eminent domain may involve a formal condemnation proceeding, subject to and in accordance with legal requirements. In certain circumstances, the federal government has broad powers, which permit the seizure or freezing of foreign-owned assets. Such circumstances may include, without limitation, war, national emergencies, or other circumstances permitted under applicable law.

Restrictions on Land Ownership

The US federal government and certain states regulate certain real property interests by foreign persons or entities controlled by them.

TAXATION

The following summary of certain Singapore, Cayman Islands and United States tax consequences of the purchase, ownership and disposition of the Stapled Securities is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (possibly with retroactive effect).

The summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Stapled Securities and does not purport to apply to all categories of investors, some of whom may be subject to special rules, either in Singapore or in the tax jurisdiction where they are resident.

Investors should consult their own tax advisers concerning the application of Singapore tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Stapled Securities arising under the laws of any other taxing jurisdiction.

SINGAPORE TAXATION

INCOME TAX

Tax Ruling

An application for the Tax Ruling was made based on the structure diagram of EHT as illustrated in "Structure of EHT" and, inter alia, the following representations and information:

- (a) The initial portfolio of EHT will, on the IPO date, comprise 18 hotel properties located in the United States.
- (b) Each of SG Corp and SG Lending Sub will be a wholly-owned subsidiary of EH-REIT.
- (c) US Corp, a wholly-owned subsidiary of SG Corp, may make the following distributions to SG Corp:
 - (i) Ordinary income dividends paid out of US Corp's current or accumulated earnings and profits;
 - (ii) Return of capital from SG Corp's tax cost basis in US Corp's stock; and
 - (iii) Capital gain distributions where the distribution exceeds SG Corp's tax cost basis in US Corp's stock.
- (d) In the event of a future disposal of any of the Properties, distributions from US Corp to SG Corp should be made in the same manner as described above.
- (e) SG Lending Sub will wholly own **Cayman Corp 1**.
- (f) Cayman Corp 1 will extend an interest-bearing loan to US Corp which indirectly holds the Properties, from which Cayman Corp 1 is expected to derive interest income.
- (g) The terms of the loan will be at arm's length and based on transfer pricing studies performed.
- (h) Cayman Corp 1 is expected to make distributions to SG Lending Sub.
- (i) SG Corp and SG Lending Sub are each expected to pay dividends to EH-REIT.

Pursuant to the Tax Ruling, the IRAS confirmed the following:

- (a) The foreign-sourced dividends receivable by SG Corp from US Corp attributable to ordinary income dividends and capital gain distributions will not be subject to tax under Section 13(8) of the Income Tax Act, subject to meeting the conditions in Section 13(9) of the Income Tax Act;
- (b) The distributions receivable by SG Corp from US Corp attributable to return of capital will not be subject to tax;
- (c) The payment of one-tier exempt dividends by SG Lending Sub out of its unremitted foreign-sourced distribution income from Cayman Corp 1 kept in its offshore bank account to SG REIT's bank account in Singapore will not result in SG Lending Sub being deemed to have received the foreign-sourced income in Singapore from outside Singapore for the purposes of Section 10(1) and 10(25) of the Income Tax Act, subject to certain conditions;
- (d) The tax-exempt (one-tier) dividends receivable by EH-REIT from SG Corp and SG Lending Sub will not be subject to tax;
- (e) The distributions receivable by the Stapled Securityholders from EH-REIT, which is payable by EH-REIT out of tax-exempt (one-tier) dividends from SG Corp and SG Lending Sub, will not be subject to tax; and
- (f) To the extent that the structure of EH-REIT, the activities of the relevant entities held directly or indirectly by EH-REIT, the transaction and distribution flows remain the same as those represented in the Tax Ruling application, the Tax Ruling will remain valid in relation to future acquisitions of properties post-IPO and for the duration or term that EHT is listed on the SGX-ST.

Terms and conditions of the Tax Ruling

The Tax Ruling was made based on facts presented to the IRAS and IRAS' current interpretation and application of the existing tax law and the Tax Ruling will cease to apply if:

- (a) the arrangement is materially different from the arrangement identified in the Tax Ruling application;
- (b) there was a material omission or misrepresentation in, or in connection with, the application for the Tax Ruling;
- (c) an assumption about a future event or another matter that is material to the Tax Ruling, stated either in the Tax Ruling or in the application for the Tax Ruling subsequently proves to be incorrect; or
- (d) the IRAS stipulates a condition in the Tax Ruling that is not satisfied.

Where a provision of the Income Tax Act is repealed or amended, the Tax Ruling shall automatically not apply from the date of the repeal or amendment to the extent that the repeal or the amendment changes the way the provision applies in the Tax Ruling. Further, the IRAS may at any time withdraw the Tax Ruling from such date specified, by notifying EH-REIT in writing of the withdrawal and the reasons therefor.

General Principles of Taxation of a Trust

The income of a trust derived from or accrued in Singapore is chargeable to Singapore income tax. In addition, income earned outside Singapore and received or deemed received in Singapore is also chargeable to Singapore income tax unless otherwise exempted. There is no capital gains tax in Singapore. However, gains from the sale of investments are chargeable to tax if such gains are derived from a trade or business of dealing in investments. Singapore income tax is imposed on all income chargeable to tax after deduction of the allowable expenses incurred and capital allowances, if any. Such income of the trust is assessed to tax in the name of the trustee at the prevailing corporate tax rate.

However, where a trust derives tax exempt income, the beneficiary of the trust is also exempt from tax on the tax exempt income of the trust to which he is beneficially entitled.

Taxation of EH-REIT

EH-REIT is expected to derive dividends from SG Corp and SG Lending Sub, and may derive gains from the sale of the shares in SG Corp and/or the shares of SG Lending Sub.

Taxable Income of EH-REIT

Except as detailed in the paragraphs below, the REIT Trustee will be subject to Singapore income tax at the prevailing corporate tax rate on taxable income (i.e. income ascertained to be chargeable to tax in accordance with the provisions of the Income Tax Act, after deduction of allowable expenses and applicable tax allowances) of EH-REIT. The current Singapore corporate tax rate is 17.0%.

Tax Exempt Income of EH-REIT

Pursuant to the Tax Ruling, the IRAS has confirmed that tax-exempt dividends receivable by EH-REIT from SG Corp and SG Lending Sub will not be subject to tax, provided SG Corp and SG Lending Sub are each tax resident in Singapore respectively. For the purposes of the Income Tax Act, a company is considered to be tax resident of Singapore if the control and management of its business is exercised in Singapore.

Return of Capital to EH-REIT

Any return of capital received by EH-REIT from SG Corp and/or SG Lending Sub is capital in nature and hence, is not taxable in the hands of the REIT Trustee.

Disposal Gains of EH-REIT

Singapore does not impose tax on capital gains. In the event that the REIT Trustee disposes of the shares SG Corp and SG Lending Sub, gains arising from the disposal will not be subject to Singapore income tax unless the gains are considered income of a trade or business. If the gains are considered to be trading gains and derived in or received or deemed received in Singapore, such gains will be assessed to tax, currently at 17.0%.

Taxation of SG Corp and SG Lending Sub

Taxable Income of SG Corp and SG Lending Sub

Generally, SG Corp and SG Lending Sub will be subject to Singapore income tax at the prevailing corporate tax rate of 17.0% on its taxable income (i.e. income ascertained to be chargeable to tax in accordance with the provisions of the Income Tax Act, after deduction of allowable expenses and applicable tax allowances).

Distributions received by SG Corp and SG Lending Sub

Pursuant to the Tax Ruling, the IRAS has confirmed that:

- (a) The foreign-sourced dividends receivable by SG Corp from US Corp attributable to ordinary income dividends and capital gain distributions will not be subject to tax under Section 13(8) of the Income Tax Act, subject to meeting the conditions in Section 13(9) of the Income Tax Act;
- (b) The distributions receivable by SG Corp from US Corp attributable to return of capital will not be subject to tax;
- (c) The payment of one-tier exempt dividends by SG Lending Sub out of its unremitted foreign-sourced distribution income from Cayman Corp 1 kept in its offshore bank account to SG REIT's bank account in Singapore will not result in SG Lending Sub being deemed to have received the foreign-sourced income in Singapore from outside Singapore for the purposes of Section 10(1) and 10(25) of the Income Tax Act, and hence not taxable to SG Lending Sub, subject to certain conditions.

Disposal Gains of SG Corp and SG Lending Sub

Singapore does not impose tax on capital gains. In the event that the SG Corp or SG Lending Sub dispose their respective interests in US Corp and Cayman Corp 1, as the case may be, gains arising from the disposal will not be subject to Singapore income tax unless the gains are considered income of a trade or business. If the gains are considered to be trading gains and derived in or received or deemed received in Singapore, such gains will be assessed to tax, currently at 17.0%.

Taxation of EH-BT

EH-BT which is registered as a business trust in Singapore under the Business Trusts Act will be treated like a company under the corporate tax system for Singapore income tax purposes. Consequently, EH-BT will be assessed to Singapore income tax on its Taxable Income, if any, at the prevailing corporate tax rate in accordance with the Income Tax Act.

Taxation of Stapled Securityholders

EH-REIT Distributions out of Taxable Income

Stapled Securityholders should not be subject to Singapore income tax on distributions made out of EH-REIT's income that has been taxed at the REIT Trustee level. Accordingly, distributions made by EH-REIT out of taxable income should not be subject to any tax deduction at source. No tax credit will be given to any Stapled Securityholder on the tax payable by the REIT Trustee on such taxable income.

EH-REIT Distributions out of Tax Exempt Income

Pursuant to the Tax Ruling, Stapled Securityholders will not be subject to Singapore income tax on distributions made out of EH-REIT's tax exempt income. No tax will be deducted at source on such distributions.

EH-REIT Distributions out of Return of Capital

Stapled Securityholders will not be subject to Singapore income tax on distributions made by EH-REIT out of its capital receipts, such as return of capital from SG Corp or SG Lending Sub. No tax will be deducted at source on such distributions.

EH-BT Distributions

Distributions made by EH-BT to the Stapled Securityholders should be exempt from Singapore income tax in the hands of the Stapled Securityholders, regardless of their respective status.

Disposal of Stapled Securities

Singapore does not impose tax on capital gains. Any gains on disposal of the Stapled Securities are not liable to tax provided the Stapled Securities are not held as trading assets. Where the Stapled Securities are held as trading assets of a trade or business carried on in Singapore, any gains on disposal of the Stapled Securities are liable to Singapore income tax at the applicable tax rate.

GST

GST Registration of EH-REIT

EH-REIT would not be eligible for GST registration as the dividends received from its investment in SG Corp and SG Lending Sub do not constitute taxable supplies for GST purposes.

Recovery of GST incurred by EH-REIT

While it is not registered for GST or not eligible for GST registration, subject to conditions, EH-REIT would be allowed to claim the GST incurred on its business expenses (such as offering-related and routine operating expenses) except for certain disallowed expenses, by way of GST remission granted by the Minister for Finance.

Pursuant to the GST remission, EH-REIT (as a Singapore listed REIT) is allowed to claim:

- GST on its allowable business expenses (such as offering-related and routine operating expenses), notwithstanding that it holds underlying non-residential properties located outside Singapore indirectly through its SPVs; and
- GST incurred on the setting up of the SPVs or GST incurred by its SPVs on the acquisition and holding of the non-residential properties located outside Singapore.

These GST claims are subject to conditions governing the GST remission and the general input tax claims prescribed under the GST legislation. These conditions include the following:

- EH-REIT is listed or to be listed on the SGX-ST;
- EH-REIT has veto rights over key operational issues of its SPVs holding the underlying non-residential properties;

- the underlying non-residential properties of EH-REIT make taxable supplies or out-of-scope supplies which would have been taxable supplies if made in Singapore (e.g. lease of non-residential properties located outside Singapore); and
- EH-REIT may need to apportion its input tax claims if EH-REIT/its SPVs makes non-regulation 33 exempt supplies ("NR 33 EX SS") or out-of-scope NR 33 EX SS.

The aforementioned GST remission is applicable for expenses incurred up to and including 31 December 2025. If this remission is not subsequently extended, EH-REIT will not be able to claim GST incurred on its business expenses and those that are incurred by its SPVs if they continue not to be eligible for GST registration after 31 December 2025.

GST Registration of EH-BT

EH-BT would not be eligible for GST registration as it is currently dormant and does not make any taxable supplies. Hence, the GST incurred on EH-BT's business expenses (such as offering-related and routine operating expenses) is not claimable from the IRAS. The non-recoverable GST will thus be part of EH-BT's business cost.

However, in the event that it subsequently undertakes business activities that derives taxable supplies, it would be eligible for GST registration, and hence, is able to claim GST incurred on its business expenses subject to the normal input tax claiming conditions.

GST Registration of SG Corp and SG Lending Sub

SG Corp and SG Lending Sub would not be eligible for GST registration as the dividends or distributions received from their investments in US Corp and Cayman Corp 1 respectively do not constitute taxable supplies for GST purposes.

Recovery of GST incurred by SG Corp and SG Lending Sub

While SG Corp and SG Lending Sub are not eligible for GST registration, subject to conditions, SG Corp and SG Lending Sub would be allowed to claim the GST on expenses incurred on their indirect acquisitions and holding of the non-residential properties by way of GST remission valid till 31 December 2025.

Issue and Transfer of Stapled Securities

The issue or transfer of ownership of a unit under any unit trust in Singapore is exempt from GST. Hence, Stapled Securityholders would not incur any GST on the subscription of the Stapled Securities.

The subsequent disposal or transfer of the Stapled Securities by Stapled Securityholders belonging in Singapore, through the SGX-ST, to the extent that the identity of the buyer is not known or to another person belonging in Singapore, is regarded as an exempt supply and is not subject to GST. Similar disposal or transfer of the Stapled Securities to another person belonging outside Singapore would constitute zero-rated supplies for Singapore GST purposes.

The subsequent disposal or transfer of the Stapled Securities by Stapled Securityholders belonging outside Singapore is outside the Singapore GST regime.

Recovery of GST incurred by the Stapled Securityholders

Generally, services such as legal fee, brokerage, handling and clearing charges rendered by a GST-registered person to Stapled Securityholders belonging in Singapore in connection with their purchase and sale of the Stapled Securities would be subject to GST at the prevailing standard-rate of 7% (note that the rate will be increased to 9% between 2021 to 2025). Similar services rendered to Stapled Securityholders belonging outside Singapore could be zero-rated when certain conditions are met.

For Stapled Securityholders belonging in Singapore who are registered for GST, any GST on expenses incurred in connection with the subscription/acquisition or disposal of the Stapled Securities is generally not recoverable as input tax credit from the IRAS unless certain conditions are satisfied (e.g. the subsequent disposal of the Stapled Securities is made to an investor belonging outside Singapore).

Investors should seek the advice of their own tax advisers on the recoverability of GST incurred on expenses in connection with the purchase and disposition of the Stapled Securities.

Stamp Duty

Stamp duty should not be imposed on instruments of transfers relating to the Stapled Securities.

CAYMAN ISLANDS TAXATION

As the Cayman Islands does not impose any direct taxes (including income tax and withholding tax), Cayman Corp 1 (which receives interest from US Corp), Cayman Corp 2 (which receives distributions from the Cayman LLCs) and the Cayman LLCs (which receive distributions from the ASAP6 Holdcos) will not be subject to tax in the Cayman Islands. In addition, withholding tax will not be applicable on distributions paid by Cayman Corp 1 to SG Lending Sub.

UNITED STATES TAXATION

The following is a description of certain U.S. federal income tax consequences relating to EH-REIT, SG Corp, SG Lending Sub, US Corp, Cayman Corp 1, and Cayman Corp 2, and relating to the ownership and disposition of the Stapled Securities to Non-U.S. Stapled Securityholders (as defined below).

The discussion below is based on the applicable provisions of the Internal Revenue Code of 1986, as amended ("IRC"), the Treasury Regulations issued under the foregoing, income tax treaties, and judicial and administrative interpretations thereof. The Tax Cuts and Jobs Act was signed into law on December 22, 2017. The Tax Cuts and Jobs Act make significant changes to the U.S. federal income tax rules for taxation of individuals and corporations.

The above authorities are subject to change, retroactively and/or prospectively, and any such changes could affect the validity of the conclusions reached. Prospective purchasers are urged to consult with their tax advisors with respect to the above authorities and any other regulatory or administrative developments and proposals and their potential effect on investment in the Stapled Securities.

Taxation of EH-REIT

Classification of EH-REIT as a Partnership for U.S. Federal Income Tax Purposes

Although EH-REIT is organised as a trust in Singapore, it has elected to be treated as a partnership for U.S. federal income tax purposes. While publicly traded partnerships are generally taxable as corporations under applicable U.S. tax rules, an exception exists with respect to a publicly traded partnership that would not be a regulated investment company were it organised as a U.S. corporation and of which 90% or more of the gross income for every taxable year consists of “qualifying income”. Qualifying income includes, among other things, income and gains derived from (i) interest (other than that from a financial business), (ii) dividends, (iii) the sale of real property and (iv) the sale or other disposition of capital assets that otherwise produce qualifying income. EH-REIT expects it will meet both of these requirements and will, therefore, be taxable as a partnership. EH-REIT does not expect that any other rules that result in EH-REIT being subject to corporate-level tax, including the so-called U.S. inversion rules of IRC section 7874, should apply. If the IRS were to challenge EHT’s partnership status on this basis and, contrary to expectations, were to succeed in such a challenge, EHT could be treated as a corporation for U.S. federal corporate income tax and Stapled Securityholders could be subject to a 30% withholding tax on distributions. Based on advice from the Independent Tax Adviser, the Managers understand that the risk of this outcome is low. See more generally the tax risk factor regarding EHT being treated as engaging in a U.S. trade or business.

EH-REIT as a Withholding Foreign Partnership

EH-REIT intends to enter into an agreement with the IRS to be a withholding foreign partnership (“WFP”). Under the agreement, EH-REIT would assume primary withholding responsibility with respect to distributions it makes to Stapled Securityholders. As a result, documentation collected by EH-REIT from Stapled Securityholders is retained and does not get transferred by EH-REIT to other funds, portfolio companies, upstream withholding agents, or the IRS, and U.S. tax reporting and compliance will thus be simplified.

As a WFP, EH-REIT also must agree to assume certain obligations, including applying the appropriate U.S. withholding tax rates on amounts distributed to all partners. US Corp will generally pay all interest to Cayman Corp 1 gross (that is, without reduction for any U.S. withholding taxes). Similarly, SG Corp and the SG Lending Sub will generally pay all dividends to EH-REIT gross. EH-REIT will then be required to apply the appropriate amount of withholding tax based on the type of income received and the respective tax classifications of the Stapled Securityholders. EH-REIT may be liable for any under-withholding as well as associated penalties and/or interest.

FATCA

Non-United States financial institutions are subject to specific due diligence and reporting requirements for purposes of identifying accounts and investments held directly or indirectly by United States persons. The failure of a Non-United States financial institution to comply with these additional information reporting, certification and other requirements could result in a 30% withholding tax on applicable payments of United States sourced income. Pursuant to the Singapore IGA Legislation (as defined herein), CDP and CDP depository agents may be required to withhold 30% of the gross amount of “withholdable payments” (generally allocable shares of income as defined in the IRC) paid or deemed paid to a foreign financial institution (“FFI”) or to a nonfinancial foreign entity, unless (i) the FFI undertakes specified diligence and reporting obligations regarding ownership of its accounts by United States persons or (ii) the nonfinancial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying

information regarding each substantial U.S. owner, respectively. FFIs located in jurisdictions that have an intergovernmental agreement with the United States with respect to these requirements may be subject to different rules.

The foregoing withholding regime is now in effect for payments from sources within the United States but, according to recent administrative guidance, would apply to “foreign passthru payments” two years after the date of publication in the Federal Register of final regulations defining the term “foreign passthru payment”. Stapled Securityholders should consult with their tax adviser regarding their compliance.

Partnership Information Returns and Audit Procedures

EH-REIT intends to make available to each Stapled Securityholders that is a United States person, after the close of each taxable year, required tax information, which sets forth each Unit’s share EH-REIT’s income, gain, loss and deduction for the preceding taxable year. The IRS may audit the federal income tax information returns filed by EH-REIT. Adjustments resulting from any such audit may require each partner to adjust a prior year’s tax liability.

EH-REIT intends to elect to adopt newly issued audit procedures effective as of its date of formation. Under these procedures, if the IRS makes audit adjustments to EH-REIT’s income tax information returns, it may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from EH-REIT. Generally, instead of paying any taxes itself, EH-REIT may elect to have any adjustments to its taxable income passed through to those persons who held Stapled Securities during the tax year under audit in proportion to their Stapled Securityholdings in EH-REIT during the tax year under audit, but there can be no assurance that such election will be effective in all circumstances. If EH-REIT does not or is unable to make this election, then the Stapled Securityholders at the time of the audit may bear some or all of the tax liability resulting from such audit adjustment, even if such Stapled Securityholders did not own Stapled Securities during the tax year under audit. If, as a result of any such audit adjustments, EH-REIT is required to make payments of taxes, penalties and interest, its cash available for distribution to Stapled Securityholders would be reduced.

Taxation of US Corp

Classification of US Corp as a Corporation for U.S. Federal Income Tax Purposes

US Corp is classified as a corporation for U.S. federal income tax purposes. US Corp is organised under the laws of Delaware and, therefore, is treated as a domestic corporation.

Income Subject to U.S. Taxation

A domestic corporation is generally subject to U.S. corporate-level tax (the maximum federal rate is 21%) on its worldwide taxable income (i.e., gross income less allowable deductions). The income generated by the USHI Portfolio and the ASAP6 Portfolio is includable by US Corp in determining its taxable income. In addition, US Corp may be subject to state and local income or other taxation in various jurisdictions, and such treatment may differ from the U.S. federal income tax treatment described herein.

Expenses Deductible in Computing U.S. Taxable Income

US Corp may deduct ordinary and necessary business expenses paid or incurred during the taxable year in computing its U.S. taxable income. Such expenses include state and local taxes, depreciation expense with respect to the properties and interest expense subject to certain limitations.

A number of limitations may apply on the amount of deductible interest expense. For example, the loan must be respected as debt for U.S. tax purposes and interest on a loan owed to a related party is only deductible when paid. In addition, because Cayman Corp 1 and US Corp are under common control, the IRS could seek to reallocate gross income and deductions between these related parties if it determines that the rate of interest charged is in excess of an arm's length rate. In order to avoid such reallocation, US Corp intends to comply with transfer pricing practice relevant to determining the proper rate of interest payable to Cayman Corp 1. In addition, US Corp intends to comply with available guidance regarding treatment of the loan from Cayman Corp 1 as *bona fide* debt.

A number of other rules also apply that may deny or limit the amount of interest deduction of US Corp. In particular, section 267A, enacted by the *Tax Cuts and Jobs Act*, denies the payor of interest a deduction for any "disqualified related party amount" paid or accrued pursuant to a "hybrid transaction" or by, or to, a "hybrid entity". On December 20th 2018, the IRS released the 267A Proposed Regulations. Under these proposed regulations US Corp is not expected to be disallowed a deduction for the interest payments made to Cayman Corp 1. It is noted, however, that the 267A Proposed Regulations have not been finalised and, although not expected, it is possible that subsequent interpretations of these regulations or the finalised 267A regulations will alter this conclusion. The loss of interest deductions for US Corp would severely impact EH-REIT's financial condition, cash flows and results of operations, with potentially negative impacts on the holders of stapled securities.

Although the interest income received by Cayman Corp 1 is not subject to an entity level tax in the Cayman Islands, this non-inclusion is not the result of hybridity but rather a result of the Cayman Island not imposing any direct taxes (including income or withholding tax) under existing legislation on its corporate entities. Furthermore, it is not expected for any investor in EH-REIT who is (i) tax resident in a jurisdiction that treats EH-REIT as fiscally transparent and (ii) a related investor (under the rules of section 954(d)(3) but without regard to downward attribution), to not include the interest income paid to Cayman Corp 1 in such investor's taxable income. For these reasons, it is not expected for the 267A Proposed Regulations to disallow US Corp a deduction for the interest payments made to Cayman Corp 1.

The Managers believe that the interest rate on the loan from Cayman Corp 1 is on an arm's length basis under applicable US transfer pricing regulations, that the deductibility of interest is not otherwise limited, and that the loan will be respected as *bona fide* debt. As such, the interest payments are expected to be fully deductible for US tax purpose.

Section 163(j), as amended by the *Tax Cuts and Jobs Act*, disallows a deduction for net business interest expense of any taxpayer in excess of 30% of a business's adjusted taxable income ("ATI"). ATI generally resembles a business's EBITDA. For tax years beginning after 2022, the definition of ATI is modified to take into account depreciation and amortisation deductions (i.e., the definition becomes closer to a business's EBIT). Any business interest disallowed would be carried forward indefinitely. Taxpayers that conduct a "real property trade or business" may make an irrevocable election to avoid the section 163(j) limitation. The term "real property trade or business", for this purpose, generally means any real property development, redevelopment, construction, reconstruction, acquisition, conversion, rental, operation, management, leasing, or brokerage trade or business. The Treasury Department and the IRS issued proposed section 163(j) regulations on November 26, 2018. The proposed regulations provide guidance on certain definitional and structural matters but reserve on a number of issues, such as the definition of what constitutes a "real property rental" business for this purpose. As such, although US Corp is currently not expected to be precluded from making a real property trade or business election for section 163(j) purposes, this is however subject to any clarification issued in the future by the Treasury Department and the IRS. (See "Risk Factors – Risks relating to an investment in the Stapled Securities – Changes in taxation legislation, administrative guidance, practice, regulations, any disagreement as to the interpretation thereof, and/or any tax ruling ceasing to apply, may adversely affect EHT, its subsidiaries, Stapled Securityholders and/or the Managers (and its owners) for further details.)

The REIT Manager intends to follow the development of these new rules closely in order to assess if US Corp may avail itself to the election to not apply the section 163(j) limitation in order to maximise the company's deduction on interest expenses. The REIT Manager will seek the relevant US tax advice as appropriate.

Interest payments made by US Corp should generally be deductible in determining US Corp's U.S. taxable income taking into account the above provisions. Section 59A, enacted by the *Tax Cuts and Jobs Act*, imposes a base erosion and anti-abuse tax ("**BEAT**") on large multinationals. The tax is imposed on a group with average annual domestic gross receipts of US\$500 million or more for the three preceding tax years) that make significant deductible payments to related foreign parties (generally 25% related foreign persons related to the taxpayer or its shareholders.) The tax is computed by applying a special tax rate (generally, 5% for the 2018 tax year, 10% for years through 2025, and 12.5% thereafter, to an adjusted tax base (known as modified taxable income or "**MTI**"). BEAT applies to the extent that the resulting tax is greater than the taxpayer's regular federal corporate income tax (computed after the application of most credits). Taxpayers are subject to the BEAT only if they have a "base erosion percentage" of, generally, 3% or higher for the tax year. The interest payments by US Corp to Cayman Corp 1 are not expected to be subject to BEAT at the present time because the group does not have US\$500 million gross receipts.

In general, the deductions for interest and depreciation discussed above in respect of federal taxation are also applicable at the state and local level. However, some states do not conform to the federal taxation provisions, and such states may disallow the interest expense deduction. In those states that do not conform to the IRC or require certain modifications, even though federal taxable income may be in a loss position, there may be state taxable income due.

U.S. Federal Income Taxation of Distributions from US Corp to SG Corp

A distribution by US Corp to SG Corp (which has filed an election to confirm its classification as a corporation for U.S. federal income tax purposes) generally will be treated as dividend for U.S. federal income tax purposes to the extent that it is made out of current or accumulated earnings and profits. A distribution of this type will generally be subject to U.S. federal income tax and withholding at a rate of 30%. On the other hand, distributions in excess of US Corp's current and accumulated earnings and profits are generally a non-taxable return of capital to the extent that they do not exceed SG Corp's adjusted basis in its US Corp's stock, with the non-taxable return of capital reducing the adjusted basis in those Stapled Securities. Although distributions in excess of US Corp's current and accumulated earnings and profits are generally non-taxable to the extent that they do not exceed SG Corp's adjusted basis in its US Corp's stock, such distributions are nevertheless subject to 15% withholding. SG Corp may seek a refund from the IRS of any amounts withheld on distributions to it in excess of US Corp's current and accumulated earnings and profits, if the applicable withholding agent has properly deposited the withheld amounts with the IRS and such amounts exceed SG Corp's U.S. federal income tax liability.

US Corp is a USRPHC (i.e., a U.S. corporation whose assets consist principally of U.S. real property interests). Therefore, distributions that are in excess of its current and accumulated earnings and profits and cost basis will be taxed to SG Corp as if these distributions were ECI to SG Corp. Accordingly, SG Corp (i) will be taxed on these amounts at the ordinary federal income tax rates applicable to a U.S. corporation, currently at 21% and (ii) will be required to file a U.S. federal income tax return reporting these amounts, even if applicable withholding is imposed as described below. US Corp will generally be required to withhold 15% of any distributions to SG Corp that is not treated as a dividend for U.S. federal income tax purposes. The amount of any such withholding tax will be creditable against SG Corp's U.S. federal income tax liability, and SG Corp may file for a refund from the IRS of any amount withheld that is in excess of that tax liability, provided that the applicable withholding agent has properly deposited the withheld amounts with the IRS.

Taxation of Cayman Corp 2

Classification of Cayman Corp 2 as a Disregarded Entity for U.S. Federal Income Tax Purposes

Cayman Corp 2 is formed under the laws of Cayman Islands and for U.S. federal income tax purposes is a foreign eligible entity with a single owner that defaults to treatment as an association taxable as a corporation. Notwithstanding this default tax status, Cayman Corp 2 has made an election using Form 8832 to be disregarded as a separate entity for U.S. federal income tax purposes.

Taxation of Non-U.S. Stapled Securityholders

THE RULES GOVERNING THE U.S. FEDERAL INCOME TAXATION OF NON-U.S. HOLDERS ARE COMPLEX AND THIS SUMMARY IS FOR GENERAL INFORMATION ONLY. NON-U.S. HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE IMPACT OF U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME TAX LAWS ON OWNERSHIP OF THE STAPLED SECURITIES, INCLUDING ANY REPORTING REQUIREMENTS.

The following discussion describes certain U.S. federal income tax consequences to Non-U.S. Holders (as defined below) of an investment in the Stapled Securities. This discussion applies only to investors that hold the Stapled Securities as capital assets and that acquire Stapled Securities in the Offering. This discussion is based upon current provisions of the Code, existing and proposed Treasury Regulations thereunder, current administrative rulings, judicial decisions and other applicable authorities. All of the foregoing authorities are subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion does not deal with the tax consequences to any particular investor or to persons in special tax situations (except as specifically addressed herein) such as banks, certain financial institutions, insurance companies, broker dealers, U.S. expatriates, traders that elect to mark to market, tax-exempt entities, persons liable for alternative minimum tax or persons holding a Unit as part of a straddle, hedging, conversion or integrated transaction.

A “**Non-U.S. Stapled Securityholder**” is a beneficial owner of a Unit that is neither a U.S. Holder nor a partnership (including an entity that is treated as a partnership for U.S. federal income tax purposes). A “**U.S. Stapled Securityholder**” is a beneficial owner of a Unit that is, for U.S. federal income tax purposes: (i) an individual citizen or resident of the U.S., (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) organized in or under the laws of the U.S., any state thereof or the District of Columbia, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust that (a) is subject to the supervision of a court within the U.S. and the control of one or more U.S. persons or (b) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

The U.S. federal income tax treatment of a partner in a partnership or other entity treated as a partnership that holds Stapled Securities depends on the status of the partner and the activities of the partnership. Partners in a partnership that owns Stapled Securities should consult their own tax advisors as to the particular U.S. federal income tax considerations applicable to them.

U.S. Federal Income Taxation of Stapled Securityholders

Interest Payments from US Corp

SG Lending Sub and Cayman Corp 1 will be disregarded as separate from EH-REIT. Interest payments to Cayman Corp 1 will, therefore, be treated as being received by EH-REIT. As discussed above, EH-REIT will be treated as a partnership for U.S. federal income tax purposes. As such, each Stapled Securityholder will be required to take into account for U.S. federal income tax purposes its allocable share of interest payments from US Corp.

The interest payments from US Corp and to Cayman Corp 1 will be free of U.S. federal income tax and the 30% withholding requirement to the extent the interest qualifies as “**portfolio interest**”. The interest is expected to qualify as portfolio interest with respect to any Non-U.S. Stapled Securityholder provided that (i) the beneficial owner does not actually or constructively own 10% or more of the total combined voting power of all classes of Stapled Securities entitled to vote, (ii) the beneficial owner is not a CFC to which US Corp is a “related person” within the meaning of the IRC, and (iii) the beneficial owner has provided a statement signed under penalties of perjury that includes its name and address and certifies that it is a Non-U.S. Stapled Securityholder in compliance with applicable requirements, on an applicable IRS Form W-8.

The constructive ownership rules generally attribute ownership of stock (i) to individuals from spouses, children, grandchildren and parents (“family attribution”), (ii) to beneficial owners of entities from such entities (“upward attribution”), (iii) to entities from their beneficial owners (“downward attribution”) and (iv) to option holders from options to acquire such stock (“option attribution”). In the case of (i) upward attribution and (ii) downward attribution from a shareholder that owns less than 50 percent of the value of a corporation, the stock attributed is proportional to (i) the beneficial owner’s ownership of the entity and (ii) the shareholder’s ownership interest in the corporation measured by value, respectively. In all other cases of downward attribution, all of the stock owned is attributed down.

All of the attribution rules generally apply simultaneously, except (i) stock constructively owned by an individual through family attribution cannot be subsequently treated as constructively owned by another individual through family attribution, (ii) stock constructively owned through downward attribution cannot be subsequently treated as constructively owned through upward attribution, (iii) stock constructively owned through option attribution cannot be subsequently treated as constructively owned through family, upward or downward attribution, and (iv) if option attribution and family attribution apply to the same stock, the stock is treated as constructively owned through option attribution.

Interest received that does not qualify as portfolio interest will generally be subject to U.S. federal withholding at a rate of 30% (or a lower applicable tax treaty rate) unless received by Cayman Corp 1 in respect of (i) a Non-U.S. Stapled Securityholder whose investment in the Stapled Securities is effectively connected with its conduct of a trade or business in the United States and a properly completed Form W-8ECI has not been provided or (ii) a Stapled Securityholder that is a U.S. person. Such Stapled Securityholders will be subject to tax with respect to interest from US Corp as ordinary income, and a corporate Non-U.S. Stapled Securityholder also may be subject to the 30% branch profits tax thereon. Non-U.S. Stapled Securityholders who have not submitted the relevant U.S. tax forms completely and accurately will also be subject to U.S. federal income tax and withholding tax at a rate of 30.0% (or a lower tax treaty rate, if applicable).