The Cavendish London

Temple Bar Hotel

Ascott Kuningan Jakarta

CIRCULAR DATED 9 OCTOBER 2023

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

CapitaLand Ascott Trust

CAPITALAND ASCOTT TRUST
A stapled group comprising:

CapitaLand Ascott Real Estate Investment Trust
(a real estate investment trust constituted on 19 January 2006 under the laws of the Republic of Singapore)

Managed by
CapitaLand Ascott Trust Management Limited
(Company Registration No. 200516209Z)

CapitaLand Ascott Business Trust
(a business trust constituted on 9 September 2019 under the laws of the Republic of Singapore)

Managed by
CapitaLand Ascott Business Trust Management Pte. Ltd.
(Company Registration No. 201925299R)

CIRCULAR TO STAPLED SECURITYHOLDERS IN RELATION TO:

(1) The proposed acquisitions of (a) 100.0% of the shares in the Cavendish TargetCo which indirectly holds The Cavendish London, (b) Temple Bar Hotel, and (c) 100.0% of the shares in each of the Kuningan TargetCos which indirectly hold Ascott Kuningan Jakarta, and entry into management agreements, as interested person transactions; and

(2) The proposed renewal of three French master lease agreements for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions.

Singapore Exchange Securities Trading Limited (the "**SGX-ST**") takes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this circular dated 9 October 2023 to the holders of stapled securities of CapitaLand Ascott Trust (the "**Circular**", and the holders of stapled securities of CapitaLand Ascott Trust, the "**Stapled Securityholders**"). If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional or independent adviser immediately.

If you have sold or transferred all your stapled securities in CapitaLand Ascott Trust ("**CLAS**", and the stapled securities of CLAS, the "**Stapled Securities**"), you should immediately inform the purchaser or transferee or the bank, stockbroker or other agent through whom the sale or transfer was effected for onward notification to the purchaser or transferee, that this Circular (together with the Notice of Extraordinary General Meeting ("**Notice of EGM**") and the Proxy Form) may be accessed at CLAS' website at https://investor.capitalandascotttrust.com/agm_egm.html and on the SGX website at https://www.sgx.com/securities/company-announcements.

Independent Financial Adviser pursuant to Rule 921(4)(a) of the listing manual of the SGX-ST (the "**Listing Manual**") as well as to the Independent Directors and the Audit Committee of CapitaLand Ascott Trust Management Limited (as manager of CapitaLand Ascott Real Estate Investment Trust) and CapitaLand Ascott Business Trust Management Pte. Ltd. (as trustee-manager of CapitaLand Ascott Business Trust), and DBS Trustee Limited (in its capacity as trustee of CapitaLand Ascott Real Estate Investment Trust):

DELOITTE & TOUCHE CORPORATE FINANCE PTE LTD
(Company Registration No: 200200144N)
(Incorporated in the Republic of Singapore)

IMPORTANT DATES AND TIMES FOR STAPLED SECURITYHOLDERS

Events	Date and Time
Last date and time for submission of questions in advance of the Extraordinary General Meeting ("**EGM**")	Thursday, 19 October 2023 at 3.00 p.m.
Last date and time for submission of Proxy Forms and pre-registration for the EGM (for those attending via electronic means (the "**Virtual Meeting**"))	Sunday, 22 October 2023 at 3.00 p.m.
Date and time of EGM convened and held at the physical location below and the Virtual Meeting	Tuesday, 24 October 2023 at 3.00 p.m.
Physical location of EGM	The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617

Proposed S$530.8 million acquisition of three lodging properties in London, Dublin and Jakarta

The Cavendish London

Temple Bar Hotel

Ascott Kuningan Jakarta

Key Highlights

+1.8%[1]
Distribution per Stapled Security ("DPS") accretion on a FY 2022 pro forma basis

6.2%[2]
EBITDA yield of the Proposed Acquisitions, excluding Milestone Payments and before Asset Enhancement Initiatives ("AEI")

GBP101.0 mil
(c.S$174.9 mil)
Expected increase in property value of The Cavendish London post-renovation

Rationale and Benefits

DPS Accretion
Enhance DPS to Stapled Securityholders

Prime Locations
Properties are located in prime locations of key capital cities, positioned to benefit from the recovery in travel demand

Value Uplift
Excellent value-add opportunity in The Cavendish London

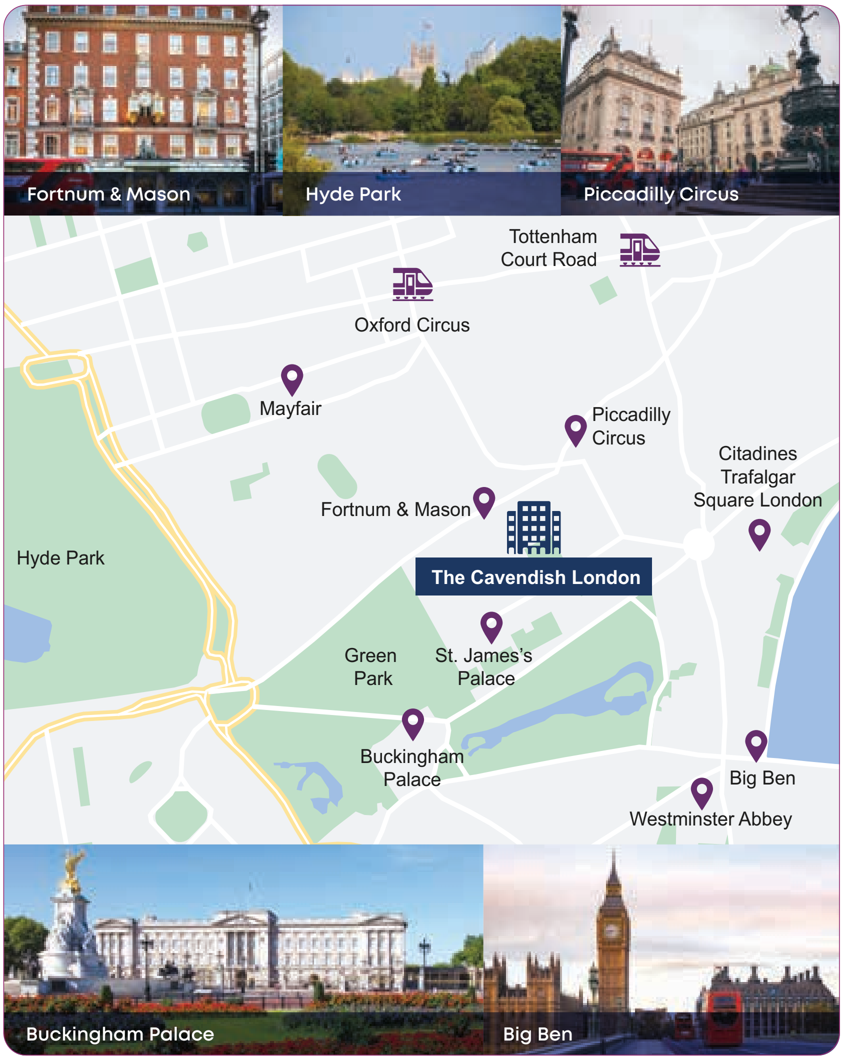
Green Investments
Opportunity to acquire green, sustainably managed properties

1 The costs of financing the Milestone Payments are not taken into account in determining the pro forma financial effects as the Milestone Payments will be made post completion, when 70% of the renovations of The Cavendish London and Temple Bar Hotel are completed.

2 The EBITDA yield of the Proposed Acquisitions is 5.1% on a FY 2022 pro forma basis.

The Cavendish London

In the exclusive Mayfair high-end shopping district of Central London, close to Buckingham Palace, Big Ben and Piccadilly Circus



London Market RevPAU (1H 2023 vs 1H 2019)
112%
of pre-COVID-19 levels

- London, the capital city of the United Kingdom, is one of the stronger performing markets in the CLAS portfolio and globally
- Rare opportunity to acquire a prime asset in Mayfair, the high-end shopping district of Central London
- Situated in Jermyn Street, an established retail and urban leisure street and next to the British luxury department store, Fortnum & Mason
- 5- to 10-minute drive from iconic attractions including the Buckingham Palace, Big Ben, West End theatre, Piccadilly Circus, as well as royal parks such as Green Park and Hyde Park

Excellent value-add opportunity in The Cavendish London

	Based on HVS valuation	
c.5.0% **EBITDA yield excluding Cavendish Milestone Payment and before AEI**	**c.6.5%[1]** **Expected post-renovation stabilised yield**	**GBP101.0 mil** **(c.S$174.9 mil)** **Expected increase in property value from valuation as of 30 June 2023**

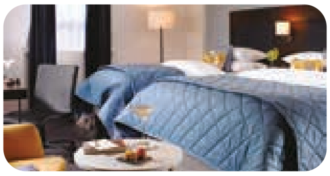
Artist's impression of the entrance of The Cavendish London

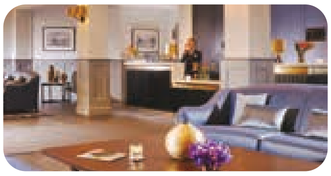
- ✓ Property to be renovated and rebranded under "The Crest Collection", a luxury brand managed by The Ascott Limited
- ✓ Opportunity to increase the property's EBITDA yield and value
- ✓ Renovation costs to be co-shared with operator
- ✓ CLAS will distribute past divestment gains to mitigate the impact from the renovation
- ✓ Minimum guaranteed income provides downside protection during stabilisation period

1 Based on stabilised EBITDA before Furniture, Fixtures, and Equipment reserves in year 2027/28 over The Cavendish London's agreed property value (GBP215.0 mil (c.S$372.3 mil)), estimated capitalised costs (GBP3.8 mil (c.S$6.6 mil)), and estimated proportion of project cost attributable to CLAS (GBP27.5 mil (c.S$47.6 mil)). Such EBITDA figures are from the HVS London valuation on a stabilised basis. The property's EBITDA yield is 4.1% on a FY 2022 pro forma basis.

Temple Bar Hotel

Within the Temple Bar area of Dublin, a **key tourist destination**, and **close to the city's central business district**





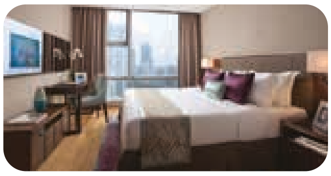
10.8%[1]
EBITDA yield excluding Temple Bar Milestone Payment

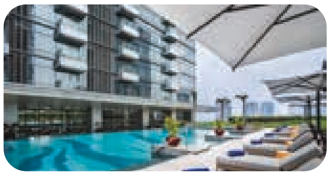
Dublin Market RevPAU (1H 2023 vs 1H 2019)
110%
of pre-COVID-19 levels

- Dublin is the capital city of Ireland, one of the IT hubs of Europe and home to some of the world's largest pharmaceutical companies
- Dublin is one of the best performing European cities in terms of occupancy, behind only London and Amsterdam in 2019
- Temple Bar Hotel is located within Dublin's Temple Bar area, a key tourist destination and close to the city's central business district
- 5- to 10-minute walk from Dublin's shopping streets (Grafton Street and Henry Street) and renowned landmarks (Trinity College, Dublin Castle and National Gallery of Ireland)

Ascott Kuningan Jakarta

Part of Ciputra World 1, an integrated development **within the embassy district of Jakarta's central business district**





6.7%
EBITDA yield on a FY 2022 pro forma basis

Jakarta Market RevPAU (1H 2023 vs 1H 2019)
111%
of pre-COVID-19 levels

- Jakarta, the capital city of Indonesia, is a historically resilient market for CLAS as its serviced residences have a higher proportion of long stays
- At the height of COVID-19 in 2020 and 2021, Ascott Kuningan Jakarta maintained healthy occupancies of c.70% to 80%
- Strategically located in an embassy district within The Golden Triangle, the main business, financial and commercial hub of Jakarta
- The property is part of Ciputra World 1, an integrated development that comprises an upscale shopping centre and Artpreneur centre, which comprises a museum, art gallery, theatre, and an office tower

OVERVIEW OF THE PROPOSED FRENCH MASTER LEASE RENEWALS

Proposed renewal of three existing French master lease agreements at higher rents

33.3%[2]
Higher rent expected in FY 2024 compared to FY 2022

La Clef Louvre Paris
Citadines Presqu'île Lyon
Citadines Place d'Italie Paris

✓ **Rent to be received under each of the Renewed French Master Lease Agreements is the higher of the fixed and variable rent per annum, where fixed rent provides certainty to CLAS' income and variable rent enables properties to capture upside from continued travel recovery**

- Paris is a key gateway city in the most visited country globally with a strong and well-diversified leisure base and multiple demand drivers; the 2024 Summer Olympics will be an added tourism boost
- Lyon is the second largest tourist destination in France (after Paris) and is also known as the French capital of gastronomy

✓ **Master lessee of the properties is a subsidiary of The Ascott Limited, one of the leading international lodging owner-operators**

1 The property's EBITDA yield is 7.6% on a FY 2022 pro forma basis.
2 Per HVS London's lease benchmarking report.

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CORPORATE INFORMATION

Directors of CapitaLand Ascott Trust Management Limited (as manager of CapitaLand Ascott Real Estate Investment Trust) (the "Manager") and CapitaLand Ascott Business Trust Management Pte. Ltd. (as trustee-manager of CapitaLand Ascott Business Trust) (the "Trustee-Manager", and together with the Manager, collectively, the "Managers")	:	Mr Tan Beng Hai, Bob (Chairman and Non-Executive Independent Director) Ms Teo Joo Ling, Serena (Chief Executive Officer and Executive Non-Independent Director) Mr Sim Juat Quee Michael Gabriel (Non-Executive Independent Director) Mr Chia Kim Huat (Non-Executive Independent Director) Ms Deborah Lee Siew Yin (Non-Executive Independent Director) Mr Ong Su Kiat Melvyn (Non-Executive Independent Director) Mr Goh Soon Keat Kevin (Non-Executive Non-Independent Director) Ms Beh Siew Kim (Non-Executive Non-Independent Director)
Registered Office of the Managers	:	168 Robinson Road #30-01 Capital Tower Singapore 068912
Trustee of CapitaLand Ascott Real Estate Investment Trust (the "Trustee")	:	DBS Trustee Limited (in its capacity as trustee of CapitaLand Ascott Real Estate Investment Trust) 12 Marina Boulevard Level 44, Marina Bay Financial Centre Tower 3 Singapore 018982
Legal Adviser to the Managers as to Singapore Law	:	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989
Legal Adviser to the Trustee as to Singapore Law	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542
Stapled Security Registrar and Stapled Security Transfer Office	:	Boardroom Corporate & Advisory Services Pte. Ltd. 1 Harbourfront Avenue #14-07 Keppel Bay Tower Singapore 098632
Independent Financial Adviser pursuant to Rule 921(4)(a) of the listing manual of the Singapore Exchange Securities Trading Limited ("Listing Manual") as well as to the independent directors of the Managers ("Independent Directors"), the audit committee of the Managers (the "Audit Committee") and the Trustee (the "IFA")	:	Deloitte & Touche Corporate Finance Pte Ltd 6 Shenton Way #33-00 OUE Downtown Two Singapore 068809

Independent valuers (the "Independent Valuers", each an "Independent Valuer")	:	SG&R Valuation Services Company LLC (HVS London) 30 Crown Place London EC2A 4EB (appointed by the Manager for the valuation of The Cavendish London) Cushman & Wakefield Debenham Tie Leung Limited 43-45 Portman Square London, W1H 6LY United Kingdom (appointed by the Trustee for the valuation of The Cavendish London) SG&R Valuation Services Company LLC (HVS London) 30 Crown Place London EC2A 4EB (appointed by the Trustee-Manager for the valuation of Temple Bar Hotel) Cushman & Wakefield Ireland 164 Shelbourne Road, Ballsbridge, Dublin 4, D04 HH60, Ireland (appointed by the Trustee-Manager for the valuation of Temple Bar Hotel) SG&R Singapore Pte Ltd 137 Market Street #04-02 Grace Global Raffles Singapore 048943 (appointed by the Manager for the valuation of Ascott Kuningan Jakarta) Cushman & Wakefield VHS Pte. Ltd. 88 Market Street #47-01 CapitaSpring Singapore 048948 (appointed by the Trustee for the valuation of Ascott Kuningan Jakarta)
Market research consultants	:	SG&R Valuation Services Company LLC (HVS London) 30 Crown Place London EC2A 4EB SG&R Singapore Pte Ltd 137 Market Street #04-02 Grace Global Raffles Singapore 048943

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OVERVIEW

The following overview is qualified in its entirety by, and should be read in conjunction with, the full text of this Circular. Meanings of defined terms may be found in the Glossary on pages 55 to 62 of this Circular.

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures that precede them.

For illustrative purposes, certain GBP, EUR, USD and IDR amounts have been translated into Singapore dollars. Unless otherwise indicated, such translations have been made based on the illustrative exchange rates of GBP1.00 = S$1.73159, EUR1.00 = S$1.48176, USD1.00 = S$1.31889 and IDR1.00 = S$0.0000884 respectively. Such translations should not be construed as representations that the GBP, EUR, USD and IDR amounts referred to could have been, or could be, respectively converted into Singapore dollars, as the case may be, at that or any other rate or at all.

OVERVIEW OF CLAS

CapitaLand Ascott Trust ("**CLAS**") is a stapled group comprising CapitaLand Ascott Real Estate Investment Trust ("**CapitaLand Ascott REIT**") and CapitaLand Ascott Business Trust ("**CapitaLand Ascott BT**") pursuant to a stapling deed dated 9 September 2019 (as amended from time to time) (the "**Stapling Deed**"). CLAS is managed by the Manager and the Trustee-Manager, both of which are wholly owned subsidiaries of Singapore-listed CapitaLand Investment Limited ("**CLI**"), a leading global real estate investment manager with a strong foothold in the Asia Pacific. The Manager was appointed manager of CapitaLand Ascott REIT in accordance with the terms of the trust deed constituting CapitaLand Ascott REIT dated 19 January 2006 (as amended from time to time) between the Manager and DBS Trustee Limited, as the trustee of CapitaLand Ascott REIT (the "**Trustee**", and the trust deed, the "**CapitaLand Ascott REIT Trust Deed**"). The Trustee-Manager was appointed the trustee-manager of CapitaLand Ascott BT in accordance with the terms of the trust deed constituting CapitaLand Ascott BT dated 9 September 2019 (as amended from time to time) (the "**CapitaLand Ascott BT Trust Deed**", and together with the CapitaLand Ascott REIT Trust Deed and the Stapling Deed, the "**Trust Deeds**").

CLAS' objective is to invest primarily in income-producing real estate and real estate-related assets which are used or predominantly used as serviced residences, rental housing properties, student accommodation and other hospitality assets in any country in the world.

CLAS was listed on Singapore Exchange Securities Trading Limited (the "**SGX-ST**") on 31 March 2006 and has become the largest lodging trust in the Asia Pacific, with a market capitalisation of S$3.6 billion as at 27 September 2023, being the latest practicable date prior to the issuance of this Circular (the "**Latest Practicable Date**")[1].

CLAS' existing portfolio as at 30 June 2023 comprises an international portfolio of 107 properties with over 19,000 units in 47 cities across 15 countries in Asia Pacific, Europe and the United States of America.

1 Based on the closing Stapled Security price of S$0.965 as at the Latest Practicable Date.

SUMMARY OF APPROVALS SOUGHT

The Managers seek approval from the holders of the Stapled Securities in CLAS ("**Stapled Securityholders**") for the resolutions (each, a "**Resolution**") stated below:

(i) **Resolution 1:** the proposed acquisitions of (a) 100.0% of the shares in the Cavendish TargetCo (as defined herein) which indirectly holds The Cavendish London, (b) Temple Bar Hotel, and (c) 100.0% of the shares in each of the Kuningan TargetCos (as defined herein) which indirectly hold Ascott Kuningan Jakarta, and entry into Management Agreements (as defined herein), as interested person transactions (Ordinary Resolution); and

(ii) **Resolution 2:** the proposed renewal of three French master lease agreements for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions (Ordinary Resolution).

Stapled Securityholders should note that Resolution 1 is not conditional upon the passing of Resolution 2. Likewise, Resolution 2 is not conditional upon the passing of Resolution 1.

RESOLUTION 1: THE PROPOSED ACQUISITIONS OF (A) 100.0% OF THE SHARES IN THE CAVENDISH TARGETCO WHICH INDIRECTLY HOLDS THE CAVENDISH LONDON, (B) TEMPLE BAR HOTEL, AND (C) 100.0% OF THE SHARES IN EACH OF THE KUNINGAN TARGETCOS WHICH INDIRECTLY HOLD ASCOTT KUNINGAN JAKARTA, AND ENTRY INTO MANAGEMENT AGREEMENTS, AS INTERESTED PERSON TRANSACTIONS

Background

On 2 August 2023, the Managers and The Ascott Limited had entered into a memorandum of understanding in relation to the Proposed Acquisitions (as defined herein). On 9 October 2023:

(i) CapitaLand Ascott REIT, through its direct wholly owned subsidiary, Ascott REIT (Europe) Pte. Ltd. (the "**Cavendish Purchaser**"), entered into a conditional share purchase agreement (the "**Cavendish SPA**") with Ascott (Jersey) Limited (the "**Cavendish Vendor**") to acquire 100.0% of the shares in Ascott St James (Jersey) Limited (the "**Cavendish TargetCo**"), which indirectly holds The Cavendish London[1], a hotel located at 81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom ("**The Cavendish London**", and the acquisition, the "**Cavendish Share Acquisition**");

(ii) CapitaLand Ascott BT, through its indirect wholly owned subsidiary, TUC T Bar Hotel (Dublin) Limited[2] (the "**Temple Bar Purchaser**"), entered into a conditional purchase agreement (the "**Temple Bar Purchase Agreement**") with Citadines Temple Bar Limited (the "**Temple Bar Vendor**") to acquire Temple Bar Hotel, a hotel located at 13-17 Fleet St, Temple Bar, Dublin 2, D02 WD51, Ireland (the "**Temple Bar Target Property**", and the acquisition, the "**Temple Bar Property Acquisition**"); and

1 The property holding company which directly holds The Cavendish London is The Cavendish Hotel (London) Limited (the "**Cavendish PropCo**"), which is a direct wholly owned subsidiary of the Cavendish TargetCo.

2 TUC T Bar Hotel (Dublin) Limited is a wholly owned subsidiary of Dublin TUC T Bar Hotel Pte. Ltd., which is in turn a wholly owned subsidiary of CapitaLand Ascott BT.

(iii) The Trustee (the "**Kuningan Purchaser**") entered into a conditional share purchase agreement (the "**Kuningan SPA**", and together with the Cavendish SPA and the Temple Bar Purchase Agreement, the "**Purchase Agreements**") with Piatra Pte Ltd (the "**Kuningan Vendor**") to acquire (i) 100.0% of the shares in Ascott Kuningan (S) Pte. Ltd. and (ii) 100.0% of the shares in Ascott Tower (S) Pte. Ltd. (each, a "**Kuningan TargetCo**" and collectively, the "**Kuningan TargetCos**", and together with the Cavendish TargetCo, the "**TargetCos**"), both of which indirectly hold Ascott Kuningan Jakarta[1], a serviced residence located at Ciputra World 1 Jalan Prof Dr Satrio Kav. 3-5 Jakarta 12940, Indonesia ("**Ascott Kuningan Jakarta**", and together with The Cavendish London and Temple Bar Hotel, the "**Properties**", and the acquisition, the "**Kuningan Share Acquisition**", and together with the Cavendish Share Acquisition and the Temple Bar Property Acquisition, the "**Proposed Acquisitions**").

1 The property holding company which directly holds Ascott Kuningan Jakarta is PT Menara Aspen Persada (the "**Kuningan PropCo**").

Information on the Properties

The information on the Properties are set out in the table below.

<table>
<tr><th></th><th colspan="2">The Cavendish London</th><th colspan="2">Temple Bar Hotel</th><th colspan="2">Ascott Kuningan Jakarta</th><th>Total</th></tr>
<tr><td>Lodging type</td><td colspan="2">Hotel</td><td colspan="2">Hotel</td><td colspan="2">Serviced residence</td><td>–</td></tr>
<tr><td>Address</td><td colspan="2">81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom</td><td colspan="2">13-17 Fleet St, Temple Bar, Dublin 2, D02 WD51, Ireland</td><td colspan="2">Ciputra World 1 Jalan Prof Dr Satrio Kav. 3-5 Jakarta 12940, Indonesia</td><td>–</td></tr>
<tr><td>Operator</td><td colspan="2">Ascott Hospitality Management (UK) Limited</td><td colspan="2">Ascott Hospitality Management (UK) Limited (or another wholly owned subsidiary of The Ascott Limited)</td><td colspan="2">PT Ascott International Management Indonesia</td><td>–</td></tr>
<tr><td>Number of units</td><td colspan="2">230</td><td colspan="2">136</td><td colspan="2">185</td><td>–</td></tr>
<tr><td>Gross floor area</td><td colspan="2">Approximately 10,900 sq m</td><td colspan="2">Approximately 7,800 sq m</td><td colspan="2">Approximately 18,900 sq m</td><td>–</td></tr>
<tr><td>Year built</td><td colspan="2">1964</td><td colspan="2">1993</td><td colspan="2">2014</td><td>–</td></tr>
<tr><td>Contract type</td><td colspan="2">Management contract with minimum guaranteed income(1)</td><td colspan="2">Management contract with minimum guaranteed income(1)</td><td colspan="2">Management contract</td><td>–</td></tr>
<tr><td>Title</td><td colspan="2">Leasehold estate expiring on 11 November 2158 (approximately 135 years remaining)</td><td colspan="2">Freehold</td><td colspan="2">Strata titles on land with leasehold estates expiring on 19 May 2027 (approximately four years remaining) and extendable(2)</td><td>–</td></tr>
<tr><td>Valuer</td><td>SG&R Valuation Services Company LLC (HVS London) ("HVS London")</td><td>Cushman & Wakefield Debenham Tie Leung Limited</td><td>HVS London</td><td>Cushman & Wakefield Ireland</td><td>SG&R Singapore Pte Ltd ("HVS Singapore")</td><td>Cushman & Wakefield VHS Pte. Ltd.</td><td>–</td></tr>
<tr><td>Valuer commissioned by</td><td>Manager</td><td>Trustee</td><td>Trustee-Manager</td><td>Trustee-Manager</td><td>Manager</td><td>Trustee</td><td>–</td></tr>
<tr><td>Date of Valuation</td><td>30 June 2023</td><td>30 June 2023</td><td>30 June 2023</td><td>30 June 2023</td><td>30 June 2023</td><td>30 June 2023</td><td>–</td></tr>
</table>

	The Cavendish London		Temple Bar Hotel		Ascott Kuningan Jakarta		Total
Valuation Method	Discounted cash flow method	Discounted cash flow method	Discounted cash flow method	Discounted cash flow method	Discounted cash flow method	Discounted cash flow method	–
Valuation(3)	GBP215.0 million (approximately S$372.3 million)	GBP215.5 million (approximately S$373.2 million)	EUR78.2 million (approximately S$115.9 million)	EUR71.9 million (approximately S$106.5 million)	IDR642.4 billion (approximately S$56.8 million)	IDR636.0 billion (approximately S$56.2 million)	–
Agreed Property Value (as defined herein)	GBP215.0 million (approximately S$372.3 million)		EUR70.0 million (approximately S$103.7 million)		IDR620.0 billion (approximately S$54.8 million)		Approximately S$530.8 million
Purchase consideration	GBP116.3 million (approximately S$201.3 million)(4)		EUR70.0 million (approximately S$103.7 million)(5)		USD40.0 million(6) (approximately S$52.8 million)(4)		Approximately S$357.8 million

Notes:

(1) See paragraphs 2.8.1 and 2.8.2 of the Letter to Stapled Securityholders for further details on the minimum guaranteed income.

(2) The serviced residence units (consisting of strata titles) are situated on land with Hak Guna Bangunan title(s) (right to build) ("**HGB**") expiring on 19 May 2027. See paragraph 2.6 of the Letter to Stapled Securityholders for further details on the extension and renewal of the HGB.

(3) Valuation as of 30 June 2023. For the avoidance of doubt, the valuations on The Cavendish London are based on the assumption that the proposed renovation works will be carried out but have not been undertaken. The valuation of The Cavendish London as of 30 June 2023 refers to the 10 year cashflows from 30 June 2023 (i.e. before the renovation), and will include capital outlay for the renovations, lower cashflows during the renovations, and higher cashflows after the renovation. The valuation of The Cavendish London after the renovation works have been undertaken and on a stabilised basis is set out in paragraph 3.3 of the Letter to Stapled Securityholders and is GBP316.0 million (approximately S$547.2 million). In the case of Ascott Kuningan Jakarta, the valuations are on the basis that the HGB will be extended as extensions are routine for such titles.

(4) The purchase consideration for The Cavendish London and Ascott Kuningan Jakarta is based on (i) the consolidated net asset value of such TargetCos (which takes into account the Agreed Property Values) and (ii) the assignment of shareholder's loans, and is subject to post completion adjustments. Post completion adjustments in respect of the purchase consideration for The Cavendish London and Ascott Kuningan Jakarta mainly comprise the difference in the consolidated net asset value of the relevant TargetCos from 31 May 2023 (being the agreed initial balance sheet date) to the completion date of the Proposed Acquisitions. See paragraphs 2.2.1 and 2.2.3 of the Letter to Stapled Securityholders for details of the shareholder's loans.

(5) This is subject to the value of stock as at completion of the Temple Bar Property Acquisition and the apportionment of expenses and revenue between the Temple Bar Purchaser and the Temple Bar Vendor. See paragraph 2.2.2 of the Letter to Stapled Securityholders for further details.

(6) USD is used as this is the reporting currency of the Kuningan TargetCos.

Purchase Consideration and Valuation

The estimated aggregate purchase consideration (the "**Purchase Consideration**") of S$357.8 million payable to the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor (collectively, the "**Vendors**") in connection with the proposed acquisitions of the TargetCos and the Temple Bar Target Property comprises of:

(i) the purchase consideration payable to the Cavendish Vendor by the Cavendish Purchaser in connection with the acquisition of 100.0% of the shares of the Cavendish TargetCo (the "**Cavendish Share Purchase Consideration**") being GBP116.3 million (approximately S$201.3 million), which is based on:

(a) in respect of the share consideration, the consolidated net asset value ("**NAV**") of the Cavendish TargetCo of GBP62.2 million (approximately S$107.6 million) as at 31 May 2023, which takes into account the agreed property value (the "**Agreed Property Value**")[1] of The Cavendish London of GBP215.0 million (approximately S$372.3 million); and

(b) in respect of the loan consideration, the assignment to the Cavendish Purchaser of the shareholder's loans extended by The Ascott (Europe) Pte. Ltd. (which is a direct wholly owned subsidiary of The Ascott Limited) to the Cavendish TargetCo, of GBP54.1 million (approximately S$93.7 million) as at 31 May 2023;

(ii) the purchase consideration payable to the Temple Bar Vendor by the Temple Bar Purchaser in connection with the acquisition of the Temple Bar Target Property (the "**Temple Bar Property Purchase Consideration**") being EUR70.0 million (approximately S$103.7 million) (which would be allocated between the sale of the Property and the transfer of the business) and is subject to the value of stock as at completion of the Temple Bar Property Acquisition and the apportionment of expenses and revenue between the Temple Bar Purchaser and the Temple Bar Vendor; and

(iii) the purchase consideration payable to the Kuningan Vendor by the Kuningan Purchaser in connection with the acquisition of 100.0% of each of the shares of the Kuningan TargetCos (the "**Kuningan Share Purchase Consideration**") being USD40.0 million[2] (approximately S$52.8 million), which is based on:

(a) in respect of the share consideration, the consolidated NAV of the Kuningan TargetCos of USD1.6 million[2] (approximately S$2.1 million) as at 31 May 2023 which takes into account the Agreed Property Value of the Ascott Kuningan Jakarta of IDR620.0 billion (approximately S$54.8 million); and

(b) in respect of the loan consideration, the assignment to the Trustee of the shareholder's loans extended by The Ascott Capital Pte Ltd (which is an indirect wholly owned subsidiary of The Ascott Limited) to the Kuningan TargetCos, of approximately S$50.7 million as at 31 May 2023.

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1 The Agreed Property Value of each of the Properties was negotiated on a willing-buyer and willing-seller basis and takes into account the independent valuations of each of the Properties.

2 USD is used as this is the reporting currency of the Kuningan TargetCos.

In respect of The Cavendish London, part of the payment of the Cavendish Share Purchase Consideration (the "**Cavendish Milestone Payment**"), amounting to GBP37.0 million (approximately S$64.1 million)[1], will be made post completion of the Cavendish Share Acquisition, when 70% of the renovation of The Cavendish London to be undertaken pursuant to the terms of the Cavendish Management Agreement (as defined herein) is completed[2]. CLAS will bear some of the expenses of the renovation and will receive some contributions from the Cavendish Operator (as defined herein). See paragraph 2.8.1(B) of the Letter to Stapled Securityholders for details.

In respect of Temple Bar Hotel, part of the payment of the Temple Bar Property Purchase Consideration ("**Temple Bar Milestone Payment**", and together with the Cavendish Milestone Payment, the "**Milestone Payments**"), amounting to EUR20.6 million (approximately S$30.5 million)[3], will be made post completion of the Temple Bar Property Acquisition, when 70% of the renovation of Temple Bar Hotel to be undertaken pursuant to the terms of the Temple Bar Management Agreement (as defined herein) is completed[4]. CLAS will bear some of the expenses of the renovation and will receive some contributions from the Temple Bar Operator (as defined herein). See paragraph 2.8.2(B) of the Letter to Stapled Securityholders for details.

The purchase consideration for The Cavendish London and Ascott Kuningan Jakarta is based on (i) the consolidated NAV of such TargetCos (which takes into account the Agreed Property Values) and (ii) the assignment of shareholder's loans, and is subject to post completion adjustments[5]. The purchase consideration for Temple Bar Hotel is subject to the value of stock as at completion of the Temple Bar Property Acquisition and the apportionment of expenses and revenue between the Temple Bar Purchaser and the Temple Bar Vendor.

(See paragraph 2 of the Letter to Stapled Securityholders for further details on the Purchase Consideration payable to the Vendors under each of the Cavendish SPA, the Temple Bar Purchase Agreement and the Kuningan SPA.)

The Manager has commissioned an independent property valuer, HVS London, and the Trustee has commissioned another independent property valuer, Cushman & Wakefield Debenham Tie Leung Limited, to value The Cavendish London as at 30 June 2023 using the discounted cash flow method. HVS London has valued The Cavendish London at GBP215.0 million (approximately S$372.3 million). Cushman & Wakefield Debenham Tie Leung Limited has valued The Cavendish London at GBP215.5 million (approximately S$373.2 million).

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1 The Cavendish Milestone Payment represents approximately 17.9% of the total Purchase Consideration of S$357.8 million. The Cavendish Milestone Payment represents approximately 31.8% of the Cavendish Share Purchase Consideration of GBP116.3 million.

2 In deciding to acquire The Cavendish London now pending the completion of the renovation, the Managers considered the underlying performance of the property and the potential for uplift of the property.

3 The Temple Bar Milestone Payment represents approximately 8.5% of the total Purchase Consideration of S$357.8 million. The Temple Bar Milestone Payment represents approximately 29.4% of the Temple Bar Property Purchase Consideration of EUR70.0 million.

4 In deciding to acquire Temple Bar Hotel now pending the completion of the renovation, the Managers considered the underlying performance of the property.

5 Where referred to in this Circular, completion adjustments in respect of the purchase consideration for The Cavendish London and Ascott Kuningan Jakarta mainly comprise the difference in the consolidated NAV of the relevant TargetCos from 31 May 2023 (being the agreed initial balance sheet date) to the completion date of the Proposed Acquisitions.

The Trustee-Manager has commissioned two independent property valuers, HVS London and Cushman & Wakefield Ireland, to respectively value Temple Bar Hotel as at 30 June 2023 using the discounted cash flow method. HVS London has valued Temple Bar Hotel at EUR78.2 million (approximately S$115.9 million). Cushman & Wakefield Ireland has valued Temple Bar Hotel at EUR71.9 million (approximately S$106.5 million).

The Manager has commissioned an independent property valuer, HVS Singapore, and the Trustee has commissioned another independent property valuer, Cushman & Wakefield VHS Pte. Ltd., to value Ascott Kuningan Jakarta as at 30 June 2023 using the discounted cash flow method. HVS Singapore has valued Ascott Kuningan Jakarta at IDR642.4 billion (approximately S$56.8 million). Cushman & Wakefield VHS Pte. Ltd. has valued Ascott Kuningan Jakarta at IDR636.0 billion (approximately S$56.2 million).

(See **Appendix B** for the valuation summary letter and certificates by the Independent Valuers for further details.)

Management Agreements

Upon completion of the Cavendish Share Acquisition, The Cavendish London will be managed and operated by Ascott Hospitality Management (UK) Limited (the "**Cavendish Operator**"), an indirect wholly owned subsidiary of The Ascott Limited. The Cavendish PropCo will enter into a hotel management agreement with the Cavendish Operator in relation to The Cavendish London (the "**Cavendish Management Agreement**"), pursuant to which the Cavendish Operator will be engaged as the operator of The Cavendish London to provide management services, including management and maintenance of the property, recruitment, planning and supervision of all personnel, supervision and control of activities of guests and planning and contracting for advertising and promotion programmes (the "**Services**") in respect of The Cavendish London during the term of the agreement.

Upon completion of the Temple Bar Property Acquisition, Temple Bar Hotel will be managed and operated by Ascott Hospitality Management (UK) Limited (or another wholly owned subsidiary of The Ascott Limited) (the "**Temple Bar Operator**"). The Temple Bar Purchaser will enter into a hotel management agreement with the Temple Bar Operator in relation to Temple Bar Hotel (the "**Temple Bar Management Agreement**"), pursuant to which the Temple Bar Operator will be engaged as the operator of Temple Bar Hotel to provide the Services in respect of Temple Bar Hotel during the term of the agreement.

Upon completion of the Kuningan Share Acquisition, Ascott Kuningan Jakarta will be managed and operated by PT Ascott International Management Indonesia (the "**Kuningan Operator**"), an indirect wholly owned subsidiary of The Ascott Limited. The Kuningan PropCo will enter into a serviced residence management agreement with the Kuningan Operator in relation to Ascott Kuningan Jakarta (the "**Kuningan Management Agreement**", and together with the Cavendish Management Agreement and the Temple Bar Management Agreement, the "**Management Agreements**"), pursuant to which the Kuningan Operator will be engaged as the operator of Ascott Kuningan Jakarta to provide the Services in respect of Ascott Kuningan Jakarta during the term of the agreement.

Total Acquisition Outlay

The total acquisition outlay (the "**Total Acquisition Outlay**") is approximately S$378.6 million, comprising:

(i) the estimated Purchase Consideration of S$357.8 million, subject to completion adjustments;

(ii) an acquisition fee payable in Stapled Securities to the Managers pursuant to the Trust Deeds for the Proposed Acquisitions (the "**Acquisition Fee**") of approximately S$5.3 million (being 1.0% of the Enterprise Value[1] of S$530.5 million)[2]; and

(iii) the estimated professional and other fees and expenses incurred or to be incurred by CLAS in connection with the Proposed Acquisitions (inclusive of the Equity Fund Raising (as defined herein) expenses and debt financing-related expenses) of approximately S$15.5 million.

Method of Financing

The Managers intend to finance the Total Acquisition Outlay (excluding the Milestone Payments of approximately S$94.6 million and the Acquisition Fee[2] of approximately S$5.3 million) with:

(i) approximately S$173.5 million (including S$3.3 million of estimated fees and expenses incurred or to be incurred in connection with the equity fund raising) from the gross proceeds raised from the issuance of new Stapled Securities ("**New Stapled Securities**") pursuant to the placement and preferential offering in August 2023 (the "**Equity Fund Raising**");

(ii) approximately S$45.1 million from the proceeds raised in the placement in August 2022;

(iii) approximately S$8.2 million from divestment proceeds; and

(iv) approximately EUR35.0 million (approximately S$51.9 million) from debt financing in relation to Temple Bar Hotel.

The Equity Fund Raising was launched on 2 August 2023, and was undertaken through an issuance of New Stapled Securities by way of a private placement and a non-renounceable preferential offering, relying on the general mandate given to the Managers at the annual general meeting of CLAS held on 18 April 2023.

The exact method of funding for the Milestone Payments will be determined closer to the time the Milestone Payments are required[3].

(See announcement dated 2 August 2023 titled "*Launch of Equity Fund Raising to Raise Gross Proceeds of No Less Than Approximately S$300.0 million*" for further details of the Equity Fund Raising, and see paragraph 2.10 of the Letter to Stapled Securityholders for further details.)

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1 As defined in the Trust Deeds,

(a) where the assets acquired by CapitaLand Ascott REIT are shares in a special purpose vehicle whose primary purpose is to hold/own real estate (directly or indirectly), "**Enterprise Value**" shall mean the sum of the equity value and the total net debt attributable to the shares being acquired by CapitaLand Ascott REIT; and

(b) where the asset acquired by CapitaLand Ascott BT is a real estate, "**Enterprise Value**" shall mean the value of the real estate.

2 As the Proposed Acquisitions will constitute an "interested party transaction" under the Property Funds Appendix, the Acquisition Fee shall be in the form of Stapled Securities and shall not be sold within one year from the date of issuance in accordance with Paragraph 5.7 of the Property Funds Appendix.

3 The possible sources of funding are drawdown of debts, cash generated from operations or divestment proceeds.

Rationale for and Benefits of the Proposed Acquisitions

The overarching rationale and key benefits of the Proposed Acquisitions are set out below.

- Enhance distribution per Stapled Security ("**DPS**") to Stapled Securityholders

- Properties are located in prime locations of key capital cities, positioned to benefit from the recovery in travel demand

- Excellent value-add opportunity in The Cavendish London

- Opportunity to acquire green, sustainably managed properties

(See paragraph 3 of the Letter to Stapled Securityholders for further details.)

RESOLUTION 2: THE PROPOSED RENEWALS OF THE THREE FRENCH MASTER LEASE AGREEMENTS, AS INTERESTED PERSON TRANSACTIONS

The Managers are also seeking the approval from Stapled Securityholders for the proposed renewal of three French master lease agreements (each, a "**Renewed French Master Lease Agreement**", and collectively, the "**Renewed French Master Lease Agreements**", and the proposed renewals, the "**Proposed French Master Lease Renewals**") for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions. Each of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris is a serviced residence property in France.

The existing French master lease agreements are due for renewal on 31 December 2023, and each of them has been entered into with Citadines SA (an indirect wholly owned subsidiary of The Ascott Limited) as master lessee.

Each of the Renewed French Master Lease Agreements shall be for a period of 12 years commencing 1 January 2024.

(See paragraph 4 of the Letter to Stapled Securityholders for further details.)

Rationale for the Proposed Renewals of the Three French Master Lease Agreements

The rationale for the Renewed French Master Lease Agreements is as follows:

- Higher rents expected under the Renewed French Master Lease Agreements.

- Rent to be received under each of the Renewed French Master Lease Agreements is the higher of the fixed and variable rent per annum, where fixed rent provides certainty to CLAS' income and variable rent enables properties to capture upside from continued travel recovery.

- Citadines SA, the master lessee, is a subsidiary of The Ascott Limited, one of the leading international lodging owner-operators.

(See paragraph 4.2 of the Letter to Stapled Securityholders for further details.)

INTERESTED PERSON TRANSACTION AND INTERESTED PARTY TRANSACTION

As at the Latest Practicable Date, CLI, through its wholly owned subsidiaries (including its interest in each of the Managers), has an aggregate deemed interest in 1,062,099,751 Stapled Securities, which comprises approximately 28.25% of the total number of Stapled Securities in issue as at the Latest Practicable Date[1], and is therefore regarded as a controlling Stapled Securityholder within the meaning of the Listing Manual and Appendix 6 of the Code on Collective Investment Schemes (the "**Property Funds Appendix**") issued by the Monetary Authority of Singapore ("**MAS**", and a controlling Stapled Securityholder, a "**Controlling Stapled Securityholder**")[2] of CLAS under both the Listing Manual and the Property Funds Appendix.

In addition, as the Managers are each a wholly owned subsidiary of CLI, CLI is therefore regarded as a controlling shareholder (a "**Controlling Shareholder**")[3] of each of the Managers under both the Listing Manual and the Property Funds Appendix.

Proposed Acquisitions

Each of the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor is a wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI.

For the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor (being associates of CLI, which is a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) are (for the purpose of the Listing Manual) "interested persons" and (for the purpose of the Property Funds Appendix) "interested parties" of CLAS.

Therefore, the Proposed Acquisitions will constitute an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix, in respect of which the approval of Stapled Securityholders is required.

(See paragraph 6.2 of the Letter to Stapled Securityholders for further details.)

Management Agreements

As each of the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI (being a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers), each of the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator (being a subsidiary of a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) is (for the purposes of the Listing Manual) an "interested person" of CLAS.

Accordingly, the entry into the Management Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Stapled Securityholders is required.

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1 Based on a total number of 3,759,135,035 Stapled Securities in issue as at the Latest Practicable Date.

2 A person who: (a) holds directly or indirectly, 15.0% or more of the total voting rights in CLAS. The SGX-ST may determine that such a person is not a controlling Stapled Securityholder; or (b) in fact exercises control over CLAS.

3 A person who: (a) holds directly or indirectly, 15.0% or more of the total voting rights in the company. The SGX-ST may determine that such a person is not a controlling shareholder; or (b) in fact exercises control over a company.

In approving the Proposed Acquisitions, Stapled Securityholders are deemed to have approved all such acts and things and documents which are required to be executed by the parties in order to give effect to the Proposed Acquisitions and the Management Agreements.

(See paragraph 6.2 of the Letter to Stapled Securityholders for further details.)

Proposed French Master Lease Renewals

As Citadines SA, being the master lessee of each of the Renewed French Master Lease Agreements, is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI (being a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers), Citadines SA (being a subsidiary of a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) is (for the purposes of the Listing Manual) an “interested person” of CLAS.

Accordingly, the entry into the Renewed French Master Lease Agreements will constitute an “interested person transaction” under Chapter 9 of the Listing Manual, in respect of which the approval of Stapled Securityholders is required.

(See paragraph 6.2 of the Letter to Stapled Securityholders for further details.)

INDICATIVE TIMETABLE

The timetable for the events which are scheduled to take place after the Extraordinary General Meeting ("**EGM**") is indicative only and is subject to change at the Managers' absolute discretion. Any changes (including any determination of the relevant dates) to the timetable below will be announced.

Event		Date and Time
Last date and time for submission of questions in advance of the EGM	:	Thursday, 19 October 2023, at 3.00 p.m.
Last date and time for pre-registration for the EGM (for those attending the Virtual Meeting (as defined herein)) and submission of Proxy Forms	:	Sunday, 22 October 2023, at 3.00 p.m.
Date and time of the EGM	:	Tuesday, 24 October 2023, at 3.00 p.m.
If approval for the Proposed Acquisitions is obtained at the EGM:		
Target date for completion of the Proposed Acquisitions	:	4Q 2023

Any changes (including any determination of the relevant dates) to the above timetable will be announced.

CapitaLand Ascott Trust

A stapled group comprising:

CapitaLand Ascott Real Estate Investment Trust
(a real estate investment trust constituted on 19 January 2006 under the laws of the Republic of Singapore)

CapitaLand Ascott Business Trust
(a business trust constituted on 9 September 2019 under the laws of the Republic of Singapore)

Directors of the Managers ("Directors")
Mr Tan Beng Hai, Bob
(Chairman and Non-Executive Independent Director)
Ms Teo Joo Ling, Serena
(Chief Executive Officer and Executive Non-Independent Director)
Mr Sim Juat Quee Michael Gabriel
(Non-Executive Independent Director)
Mr Chia Kim Huat
(Non-Executive Independent Director)
Ms Deborah Lee Siew Yin
(Non-Executive Independent Director)
Mr Ong Su Kiat Melvyn
(Non-Executive Independent Director)
Mr Goh Soon Keat Kevin
(Non-Executive Non-Independent Director)
Ms Beh Siew Kim
(Non-Executive Non-Independent Director)

Registered Office
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

9 October 2023

To: Stapled Securityholders of CLAS

Dear Sir/Madam

1 SUMMARY OF APPROVALS SOUGHT

The Managers are convening the EGM to seek the approval from Stapled Securityholders for the resolutions by way of Ordinary Resolution[1] stated below:

(i) **Resolution 1:** the proposed acquisitions of (a) 100.0% of the shares in the Cavendish TargetCo which indirectly holds The Cavendish London, (b) Temple Bar Hotel, and (c) 100.0% of the shares in each of the Kuningan TargetCos which indirectly hold Ascott Kuningan Jakarta, and entry into Management Agreements, as interested person transactions (Ordinary Resolution); and

(ii) **Resolution 2:** the proposed renewal of three French master lease agreements for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions (Ordinary Resolution).

Stapled Securityholders should note that Resolution 1 is not conditional upon the passing of Resolution 2. Likewise, Resolution 2 is not conditional upon the passing of Resolution 1.

1 "**Ordinary Resolution**" means a resolution proposed and passed as such by a majority being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Stapled Securityholders convened in accordance with the provisions of the Trust Deeds.

2 RESOLUTION 1: THE PROPOSED ACQUISITIONS AND ENTRY INTO MANAGEMENT AGREEMENTS, AS INTERESTED PERSON TRANSACTIONS

2.1 Description of the Properties

2.1.1 The Cavendish London

The Cavendish London is located in the exclusive Mayfair high-end shopping district of central London, within a 5- to 10-minute drive from iconic attractions including the Buckingham Palace, Big Ben, West End theatre, Piccadilly Circus, as well as royal parks such as Green Park and Hyde Park.

The table below sets out a summary of selected information on The Cavendish London:

Property name	The Cavendish London
Lodging type	Hotel
Address	81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom
Operator	Ascott Hospitality Management (UK) Limited
Number of units	230
Gross floor area	Approximately 10,900 sq m
Year built	1964
Contract type	Management contract with minimum guaranteed income(1)
Title	Leasehold estate expiring on 11 November 2158
Valuations(2)	HVS London (commissioned by the Manager): GBP215.0 million (approximately S$372.3 million) Cushman & Wakefield Debenham Tie Leung Limited (commissioned by the Trustee): GBP215.5 million (approximately S$373.2 million)
Agreed Property Value	GBP215.0 million (approximately S$372.3 million)
Purchase consideration(3)	GBP116.3 million (approximately S$201.3 million)

Notes:

(1) See paragraph 2.8.1 of the Letter to Stapled Securityholders for further details on the minimum guaranteed income.

(2) Valuation as of 30 June 2023. For the avoidance of doubt, the valuations on The Cavendish London are based on the assumption that the proposed renovation works will be carried out but have not been undertaken. The valuation of The Cavendish London as of 30 June 2023 refers to the 10 year cashflows from 30 June 2023 (i.e. before the renovation), and will include capital outlay for the renovations, lower cashflows during the renovations, and higher cashflows after the renovation. The valuation of The Cavendish London after the renovation works have been undertaken and on a stabilised basis is set out in paragraph 3.3 of the Letter to Stapled Securityholders and is GBP316.0 million (approximately S$547.2 million).

(3) The purchase consideration is based on (i) the consolidated NAV of the Cavendish TargetCo (which takes into account the Agreed Property Value) and (ii) the assignment of shareholder's loans, and is subject to post completion adjustments. Post completion adjustments in respect of the purchase consideration mainly comprise the difference in the consolidated NAV of the Cavendish TargetCo from 31 May 2023 (being the agreed initial balance sheet date) to the completion date of the Proposed Acquisitions. See paragraph 2.2.1 of the Letter to Stapled Securityholders for details of the shareholder's loans.

2.1.2 Temple Bar Hotel

Dublin is the capital city of Ireland. According to HVS London, it is home to some of the world's largest pharmaceutical companies and it is one of the IT hubs of Europe[1]. Temple Bar Hotel is located in the Temple Bar area, which is a key tourist destination and entertainment district of Dublin. The property is within a 5- to 10-minute walk from Dublin's shopping streets, such as Grafton Street and Henry Street, as well as renowned landmarks such as Trinity College, Dublin Castle and National Gallery of Ireland. It is also close to Dublin's central business district.

The table below sets out a summary of selected information on Temple Bar Hotel:

Property name	Temple Bar Hotel
Lodging type	Hotel
Address	13-17 Fleet St, Temple Bar, Dublin 2, D02 WD51, Ireland
Operator	Ascott Hospitality Management (UK) Limited (or another wholly owned subsidiary of The Ascott Limited)
Number of units	136
Gross floor area	Approximately 7,800 sq m
Year built	1993
Contract type	Management contract with minimum guaranteed income(1)
Title	Freehold
Valuations(2)	HVS London (commissioned by the Trustee-Manager): EUR78.2 million (approximately S$115.9 million) Cushman & Wakefield Ireland (commissioned by the Trustee-Manager): EUR71.9 million (approximately S$106.5 million)
Agreed Property Value	EUR70.0 million (approximately S$103.7 million)
Purchase consideration(3)	EUR70.0 million (approximately S$103.7 million)

Notes:

(1) See paragraph 2.8.2 of the Letter to Stapled Securityholders for further details on the minimum guaranteed income.

(2) Valuation as of 30 June 2023.

(3) This is subject to the value of stock as at completion of the Temple Bar Property Acquisition and the apportionment of expenses and revenue between the Temple Bar Purchaser and the Temple Bar Vendor. See paragraph 2.2.2 of the Letter to Stapled Securityholders for further details.

1 See Appendix C for the market research report.

2.1.3 Ascott Kuningan Jakarta

Ascott Kuningan Jakarta is located in an embassy district of Jakarta's central business district. The serviced residence is part of Ciputra World 1, an integrated development that comprises an upscale shopping centre, Lotte Shopping Avenue, and Artpreneur centre, which comprises a museum, art gallery, theatre, and an office tower.

The table below sets out a summary of selected information on Ascott Kuningan Jakarta:

Property name	Ascott Kuningan Jakarta
Lodging type	Serviced residence
Address	Ciputra World 1 Jalan Prof Dr Satrio Kav. 3-5 Jakarta 12940, Indonesia
Operator	PT Ascott International Management Indonesia
Number of units	185
Gross floor area	Approximately 18,900 sq m
Year built	2014
Contract type	Management contract
Title	Strata titles on land with leasehold estates expiring on 19 May 2027 and extendable(1)
Valuations(2)	HVS Singapore (commissioned by the Manager): IDR642.4 billion (approximately S$56.8 million) Cushman & Wakefield VHS Pte. Ltd. (commissioned by the Trustee): IDR636.0 billion (approximately S$56.2 million)
Agreed Property Value	IDR620.0 billion (approximately S$54.8 million)
Purchase consideration(3)	USD40.0 million(4) (approximately S$52.8 million)

Notes:

(1) The serviced residence units (consisting of strata titles) are situated on land with HGB expiring on 19 May 2027. See paragraph 2.6 of the Letter to Stapled Securityholders for further details on the extension and renewal of the HGB.

(2) Valuation as of 30 June 2023. In the case of Ascott Kuningan Jakarta, the valuations are on the basis that the HGB will be extended as extensions are routine for such titles.

(3) The purchase consideration is based on (i) the consolidated NAV of the Kuningan TargetCos (which takes into account the Agreed Property Value) and (ii) the assignment of shareholder's loans, and is subject to post completion adjustments. Post completion adjustments in respect of the purchase consideration mainly comprise the difference in the consolidated NAV of the Kuningan TargetCos from 31 May 2023 (being the agreed initial balance sheet date) to the completion date of the Proposed Acquisitions. See paragraph 2.2.3 of the Letter to Stapled Securityholders for details of the shareholder's loans.

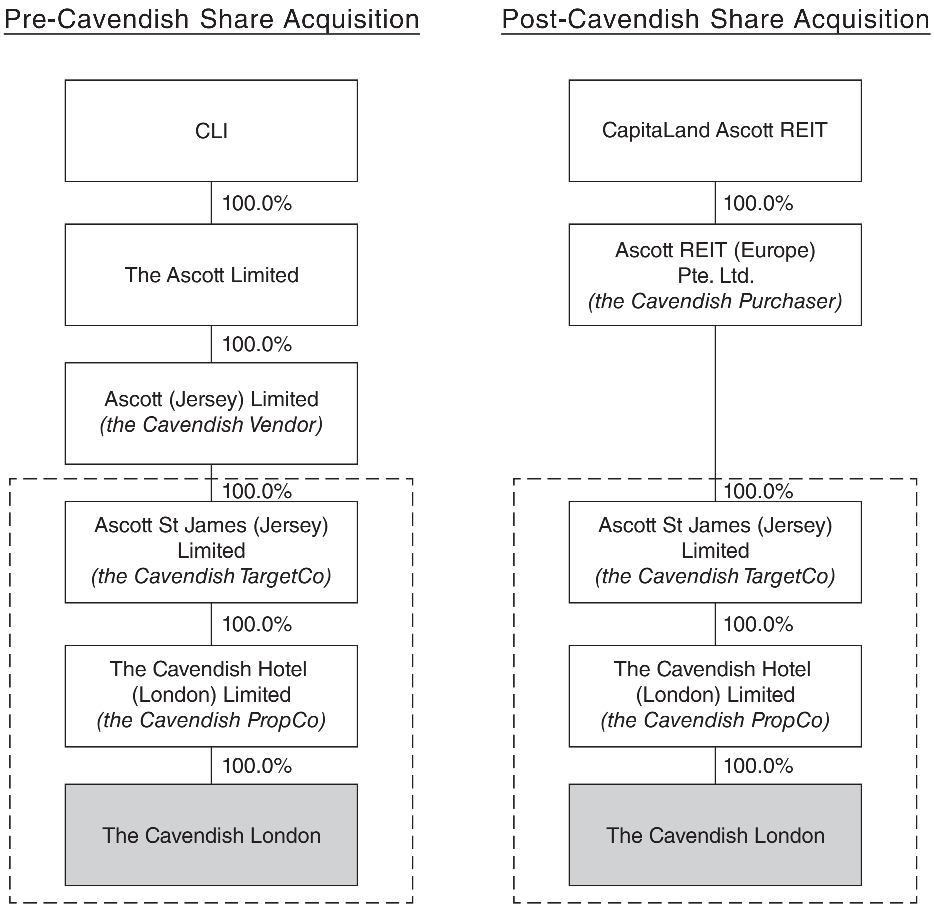
(4) USD is used as this is the reporting currency of the Kuningan TargetCos.

2.2 Structure of the Proposed Acquisitions

2.2.1 Cavendish SPA

On 9 October 2023, CapitaLand Ascott REIT, through its direct wholly owned subsidiary, the Cavendish Purchaser, entered into the Cavendish SPA with the Cavendish Vendor to acquire 100.0% of the shares in the Cavendish TargetCo, which indirectly holds The Cavendish London.

A diagrammatic illustration of the Cavendish Share Acquisition is as follows[1]:



(See paragraph 6.2 of the Letter to Stapled Securityholders for further information on the relationship between CapitaLand Ascott REIT and the Cavendish Vendor.)

1 The diagrammatic illustration is a simplified holding chart to show the structure of the transaction and the relationship between the parties. Accordingly, some of the intermediate holding entities are not represented in the diagrammatic illustration.

The Cavendish Share Purchase Consideration being GBP116.3 million (approximately S$201.3 million) is based on:

(i) in respect of the share consideration, the consolidated NAV of the Cavendish TargetCo of GBP62.2 million (approximately S$107.6 million) as at 31 May 2023, which takes into account the Agreed Property Value of The Cavendish London of GBP215.0 million (approximately S$372.3 million); and

(ii) in respect of the loan consideration, the assignment to the Cavendish Purchaser of the shareholder's loans extended by The Ascott (Europe) Pte. Ltd. (which is a direct wholly owned subsidiary of The Ascott Limited) to the Cavendish TargetCo, of GBP54.1 million (approximately S$93.7 million) as at 31 May 2023.

The Agreed Property Value of The Cavendish London was negotiated on a willing-buyer and willing-seller basis and takes into account the independent valuations of The Cavendish London.

In respect of The Cavendish London, the Cavendish Milestone Payment of GBP37.0 million (approximately S$64.1 million) will be made post completion of the Cavendish Share Acquisition, when 70% of the renovation of The Cavendish London to be undertaken pursuant to the terms of the Cavendish Management Agreement is completed. The Managers currently expect the costs of renovation to be partially funded by cash generated from operations and debt. The Managers may fund this using other sources of funding if there are such other sources of funding available at such points of time in the future.

The Cavendish Share Purchase Consideration less the Cavendish Milestone Payment will be paid on completion of the Cavendish Share Acquisition. The Cavendish Share Purchase Consideration (including the Cavendish Milestone Payment) shall be fully satisfied in cash.

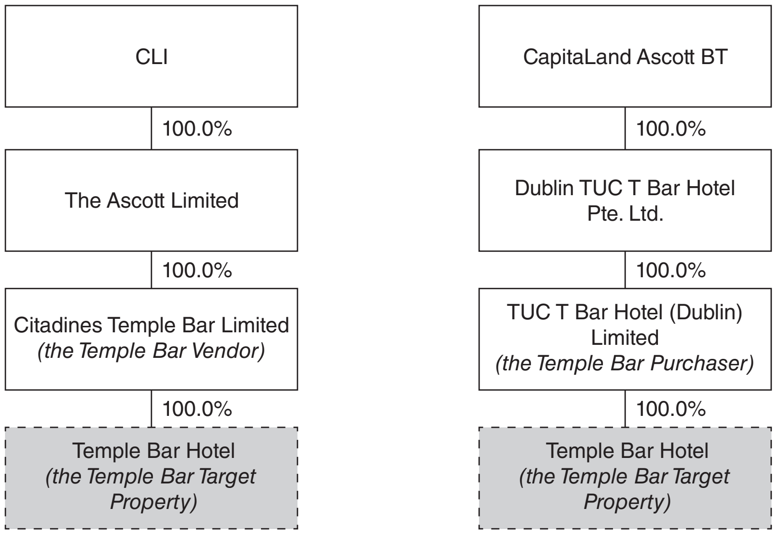
The final Cavendish Share Purchase Consideration will be subject to completion adjustments.

2.2.2 Temple Bar Purchase Agreement

On 9 October 2023, CapitaLand Ascott BT, through its indirect wholly owned subsidiary, the Temple Bar Purchaser, entered into the Temple Bar Purchase Agreement with the Temple Bar Vendor to acquire the Temple Bar Target Property.

A diagrammatic illustration of the Temple Bar Property Acquisition is as follows[1]:

Pre-Temple Bar Property Acquisition | Post-Temple Bar Property Acquisition



(See paragraph 6.2 of the Letter to Stapled Securityholders for further information on the relationship between CapitaLand Ascott BT and the Temple Bar Vendor.)

The Temple Bar Property Purchase Consideration is EUR70.0 million (approximately S$103.7 million). This would be allocated between the sale of the Property and the transfer of the business, and is subject to the value of stock as at completion of the Temple Bar Property Acquisition and the apportionment of expenses and revenue between the Temple Bar Purchaser and the Temple Bar Vendor such that expenses or revenue accrued for the period up to the completion date shall be borne by or belong to the Temple Bar Vendor and the expenses or revenue accrued for the period after the completion date shall be borne by or belong to the Temple Bar Purchaser.

In respect of Temple Bar Hotel, the Temple Bar Milestone Payment of EUR20.6 million (approximately S$30.5 million) will be made post completion of the Temple Bar Property Acquisition, when 70% of the renovation of Temple Bar Hotel to be undertaken pursuant to the terms of the Temple Bar Management Agreement is completed. The Managers currently expect the costs of renovation to be funded by cash generated from operations or debt. The Managers may fund this using other sources of funding if there are such other sources of funding available at such points of time in the future.

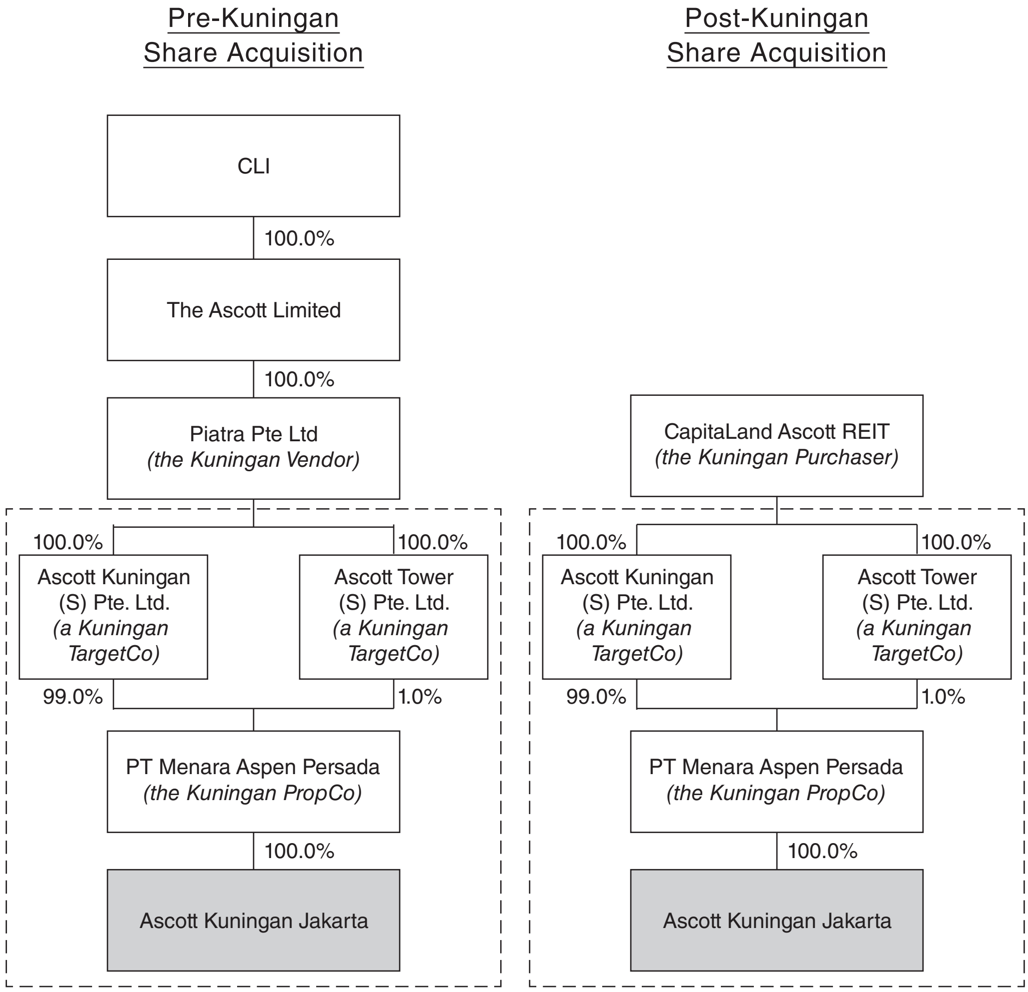
The Temple Bar Property Purchase Consideration less the Temple Bar Milestone Payment will be paid on completion of the Temple Bar Property Acquisition. The Temple Bar Property Purchase Consideration (including the Temple Bar Milestone Payment) shall be fully satisfied in cash.

1 The diagrammatic illustration is a simplified holding chart to show the structure of the transaction and the relationship between the parties. Accordingly, some of the intermediate holding entities are not represented in the diagrammatic illustration.

2.2.3 Kuningan SPA

On 9 October 2023, the Trustee, as the Kuningan Purchaser, entered into the Kuningan SPA with the Kuningan Vendor to acquire 100.0% of the shares in each of the Kuningan TargetCos, both of which indirectly hold Ascott Kuningan Jakarta.

A diagrammatic illustration of the Kuningan Share Acquisition is as follows[1]:



(See paragraph 6.2 of the Letter to Stapled Securityholders for further information on the relationship between CapitaLand Ascott REIT and the Kuningan Vendor.)

The Kuningan Share Purchase Consideration being USD40.0 million[2] (approximately S$52.8 million) is based on:

(i) in respect of the share consideration, the consolidated NAV of the Kuningan TargetCos of USD1.6 million[2] (approximately S$2.1 million) as at 31 May 2023 which takes into account the Agreed Property Value of the Ascott Kuningan Jakarta of IDR620.0 billion (approximately S$54.8 million); and

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1 The diagrammatic illustration is a simplified holding chart to show the structure of the transaction and the relationship between the parties. Accordingly, some of the intermediate holding entities are not represented in the diagrammatic illustration.

2 USD is used as this is the reporting currency of the Kuningan TargetCos.

(ii) in respect of the loan consideration, the assignment to the Trustee of the shareholder's loans extended by The Ascott Capital Pte Ltd (which is an indirect wholly owned subsidiary of The Ascott Limited) to the Kuningan TargetCos, of approximately S$50.7 million as at 31 May 2023.

The Agreed Property Value of Ascott Kuningan Jakarta was negotiated on a willing-buyer and willing-seller basis and takes into account the independent valuations of Ascott Kuningan Jakarta.

The Kuningan Share Purchase Consideration will be paid on completion of the Kuningan Share Acquisition and shall be fully satisfied in cash.

The final Kuningan Share Purchase Consideration will be subject to completion adjustments.

2.3 Valuation

The Manager has commissioned an independent property valuer, HVS London, and the Trustee has commissioned another independent property valuer, Cushman & Wakefield Debenham Tie Leung Limited, to value The Cavendish London as at 30 June 2023 using the discounted cash flow method. HVS London has valued The Cavendish London at GBP215.0 million (approximately S$372.3 million). Cushman & Wakefield Debenham Tie Leung Limited has valued The Cavendish London at GBP215.5 million (approximately S$373.2 million).

The Trustee-Manager has commissioned two independent property valuers, HVS London and Cushman & Wakefield Ireland, to respectively value Temple Bar Hotel as at 30 June 2023 using the discounted cash flow method. HVS London has valued Temple Bar Hotel at EUR78.2 million (approximately S$115.9 million). Cushman & Wakefield Ireland has valued Temple Bar Hotel at EUR71.9 million (approximately S$106.5 million).

The Manager has commissioned an independent property valuer, HVS Singapore, and the Trustee has commissioned another independent property valuer, Cushman & Wakefield VHS Pte. Ltd., to value Ascott Kuningan Jakarta as at 30 June 2023 using the discounted cash flow method. HVS Singapore has valued Ascott Kuningan Jakarta at IDR642.4 billion (approximately S$56.8 million). Cushman & Wakefield VHS Pte. Ltd. has valued Ascott Kuningan Jakarta at IDR636.0 billion (approximately S$56.2 million).

(See **Appendix B** for the valuation summary letter and certificates by the Independent Valuers for further details.)

2.4 Certain Terms and Conditions of the Cavendish SPA

The principal terms of the Cavendish SPA include, among others, the following:

2.4.1 The conditions precedent for completion of the Cavendish Share Acquisition shall include, among others, the following:

(i) completion of each of the Proposed Acquisitions will be inter-conditional upon the other Proposed Acquisitions;

(ii) completion will be subject to the approval of the Stapled Securityholders at an extraordinary general meeting to be convened;

(iii) The Cavendish London is not subject to any order or notice for compulsory acquisition; and

(iv) approval of authorities, if required, in connection with the Cavendish Share Acquisition.

2.4.2 The Cavendish Milestone Payment of GBP37.0 million (approximately S$64.1 million)[1] will be made post completion of the Cavendish Share Acquisition, when 70% of the renovation of The Cavendish London to be undertaken pursuant to the terms of the Cavendish Management Agreement is completed.

2.4.3 Upon the completion of the Cavendish Share Acquisition, the Cavendish Management Agreement will be entered into.

2.4.4 Upon the completion of the Cavendish Share Acquisition, the Cavendish Guarantee (as defined herein) will be entered into. This is a guarantee which is to be provided by the Trustee upon completion of the Cavendish Share Acquisition in favour of Oversea-Chinese Banking Corporation Limited in relation to and for the amounts due and payable under the facility agreement dated 31 August 2023 between Oversea-Chinese Banking Corporation Limited as lender and the Cavendish PropCo as borrower for a GBP133.2 million (approximately S$230.7 million) facility (the facility agreement, the "**Cavendish Facility Agreement**", and the guarantee, the "**Cavendish Guarantee**").

2.4.5 The Ascott Limited shall enter into a deed of guarantee to guarantee to, and covenant with, the Cavendish Purchaser to pay it such sums that the Cavendish Vendor has failed to pay in accordance with the terms of the Cavendish SPA for any breach of the Cavendish Vendor's covenants and obligations under the Cavendish SPA.

In approving the Proposed Acquisitions, Stapled Securityholders are deemed to have approved the Cavendish SPA.

2.5 Certain Terms and Conditions of the Temple Bar Purchase Agreement

The principal terms of the Temple Bar Purchase Agreement include, among others, the following:

2.5.1 The conditions precedent for completion of the Temple Bar Property Acquisition shall include, among others, the following:

(i) completion of each of the Proposed Acquisitions will be inter-conditional upon the other Proposed Acquisitions;

(ii) completion will be subject to the approval of the Stapled Securityholders at an extraordinary general meeting to be convened;

(iii) Temple Bar Hotel is not subject to any order or notice for compulsory acquisition; and

(iv) approval of authorities, if required, in connection with the Temple Bar Property Acquisition.

1 The Cavendish Milestone Payment represents approximately 17.9% of the total Purchase Consideration of S$357.8 million. The Cavendish Milestone Payment represents approximately 31.8% of the Cavendish Share Purchase Consideration of GBP116.3 million.

2.5.2 The Temple Bar Milestone Payment of EUR20.6 million (approximately S$30.5 million)[1] will be made post completion of the Temple Bar Property Acquisition, when 70% of the renovation of Temple Bar Hotel to be undertaken pursuant to the terms of the Temple Bar Management Agreement is completed.

2.5.3 Upon the completion of the Temple Bar Property Acquisition, the Temple Bar Management Agreement will be entered into.

2.5.4 Assignment of the relevant licences for the on-going businesses.

2.5.5 The Temple Bar Vendor shall assist the Temple Bar Purchaser in connection with a transfer of employees at the Temple Bar Hotel from the current hotel operator, which is an unrelated third party, to the Temple Bar Purchaser.

2.5.6 The Ascott Limited shall enter into a deed of guarantee to guarantee to, and covenant with, the Temple Bar Purchaser to pay it such sums that the Temple Bar Vendor has failed to pay in accordance with the terms of the Temple Bar Purchase Agreement for any breach of the Temple Bar Vendor's covenants and obligations under the Temple Bar Purchase Agreement.

In approving the Proposed Acquisitions, Stapled Securityholders are deemed to have approved the Temple Bar Purchase Agreement.

2.6 Certain Terms and Conditions of the Kuningan SPA

The principal terms of the Kuningan SPA include, among others, the following:

2.6.1 The conditions precedent for completion of the Kuningan Share Acquisition shall include, among others, the following:

(i) completion of each of the Proposed Acquisitions will be inter-conditional upon the other Proposed Acquisitions;

(ii) completion will be subject to the approval of the Stapled Securityholders at an extraordinary general meeting to be convened;

(iii) Ascott Kuningan Jakarta is not subject to any order or notice for compulsory acquisition; and

(iv) approval of authorities, if required, in connection with the Kuningan Share Acquisition.

2.6.2 Upon the completion of the Kuningan Share Acquisition, the Kuningan Management Agreement will be entered into.

2.6.3 The Ascott Limited shall enter into a deed of guarantee to guarantee to, and covenant with, the Kuningan Purchaser to pay it such sums that the Kuningan Vendor has failed to pay in accordance with the terms of the Kuningan SPA for any breach of the Kuningan Vendor's covenants and obligations under the Kuningan SPA.

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1 The Temple Bar Milestone Payment represents approximately 8.5% of the total Purchase Consideration of S$357.8 million. The Temple Bar Milestone Payment represents approximately 29.4% of the Temple Bar Property Purchase Consideration of EUR70.0 million.

2.6.4 The Kuningan Vendor indemnifies the Kuningan Purchaser for all losses, costs and damages up to a maximum sum equivalent to the Kuningan Share Purchase Consideration that the Kuningan Purchaser may pay, suffer, incur or be liable for, in respect of or in connection with or arising from any non-compliance or default in connection with the use of Ascott Kuningan Jakarta by the Kuningan Vendor prior to completion of the Kuningan Share Acquisition that directly results in the non-renewal or non-extension of the HGB for Ascott Kuningan Jakarta on expiry on 19 May 2027.

The Kuningan Vendor's indemnity as described in paragraph 2.6.4 of the Letter to Stapled Securityholders arises as Ascott Kuningan Jakarta is situated on land with the HGB expiring on 19 May 2027.

According to Soemadipradja & Taher, CLAS' Indonesian legal counsel:

(1) The duration of a HGB (the "**Initial Granting Cycle**") consists of three sub-cycles[1], being one initial sub-cycle with a maximum duration[2] of 30 years, followed by a second sub-cycle and a third sub-cycle with maximum durations of 20 years and 30 years respectively. After the Initial Granting Cycle, the holder of the HGB may apply for a subsequent granting cycle of 30+20+30 years, subject to evaluation from the relevant officials at the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (the "**Relevant Indonesian Land Authorities**"). There is no limitation on the number of extensions and renewal cycles for HGB as the prevailing regulations are silent on the matter.

(2) In considering whether to grant the extension for each sub-cycle and subsequent granting cycle, the Relevant Indonesian Land Authorities will consider the holder's observance of certain renewal conditions, such as those pertaining to usage of the land, eligibility of the entity to hold a HGB and zoning. If the Relevant Indonesian Land Authorities deem that all the renewal conditions are in compliance and the renewal fee (which is computed based on 0.2% of the land cost) is paid, the Relevant Indonesian Land Authorities would grant the extension.

(3) It is very usual in Indonesia for HGBs to be extended if the renewal conditions are met and relevant renewal fees are paid. Based on the due diligence, there is no indication that the renewal conditions have not been fulfilled.

(4) Notwithstanding the above, there is no assurance that there will be approval for such renewal or extension in the future of the HGB in relation to Ascott Kuningan Jakarta although the risk is relatively very low.

(5) There is also no assurance that there would be no changes in the laws and governmental regulations in relation to real estate in Indonesia.

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1 This is pursuant to Art. 37(1) (and its official elucidation) of Government Regulation No.18 of 2021 on Right-to-Manage, Land Titles, Apartments, and Land Registration ("**GR 18/2021**").

2 The maximum durations of 30, 20 and 30 years respectively for each of the above sub-cycles are the maximum allowable durations granted by the Relevant Indonesian Land Authorities. According to Soemadipradja & Taher, the Indonesian legal counsel, the Relevant Indonesian Land Authorities would in the ordinary case grant the maximum durations stated above for each sub-cycle, save for exceptional circumstances such as breach of laws and regulations.

In addition to the assessment by CLAS' Indonesian counsel above, it should be noted that all of CLAS' existing Indonesian properties have had their HGBs extended or renewed. The renewal fee to be borne by CLAS is estimated to be S$300,000, which has been taken into account in determining the valuation for Ascott Kuningan Jakarta.

In approving the Proposed Acquisitions, Stapled Securityholders are deemed to have approved the Kuningan SPA.

2.7 Completion of the Proposed Acquisitions

Completion of the acquisitions of all the Properties is expected to take place by 4Q 2023.

2.8 The Management Agreements

2.8.1 The Cavendish Management Agreement

Upon completion of the Cavendish Share Acquisition, The Cavendish London will be managed and operated by the Cavendish Operator, an indirect wholly owned subsidiary of The Ascott Limited. The Cavendish PropCo will enter into the Cavendish Management Agreement with the Cavendish Operator in relation to The Cavendish London, pursuant to which the Cavendish Operator will be engaged as the operator of The Cavendish London to provide the Services in respect of The Cavendish London during the term of the agreement.

The Cavendish Management Agreement is for an initial term of 30 years from the day of the completion of the Cavendish Share Acquisition (the "**Cavendish Initial Term**") and the Cavendish Operator will be paid the following:

(i) a base management fee of 2.5% of the total revenue of The Cavendish London and an incentive management fee of between 7.0% to 9.0% of the gross operating profit of The Cavendish London (with the actual percentage payment depending on the gross operating profit margin generated by The Cavendish London); and

(ii) various fees comprising, *inter alia*, the fees for providing the Ascott BITS[1], the global marketing services and trade mark, the global reservation services, the Ascott Loyalty Programme[2] and other shared services (including centralised cluster services)[3].

1 The "**Ascott BITS**" refers to the computer modular programmes (available as at the date of the Management Agreements) which are owned by, or licensed to, and developed by or for the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator (as the case may be), and used in connection with the management and operation of each of the Properties.

2 The "**Ascott Loyalty Programme**" refers to the loyalty programme managed by The Ascott Limited globally pursuant to which members earn loyalty points on qualifying amounts through stays at participating properties and redeem loyalty points.

3 The Ascott BITS fees amount to EUR35 (approximately S$51.90) per unit per month, the global marketing fee amounts to 0.5% of the total revenue, the trade mark fee amounts to 0.5% of the total revenue, the global reservation services fees and the Ascott Loyalty Programme fees are at prevailing rates per reservation while the centralised cluster services fees are to be charged out at a reasonable proportion of cost. There is also a commercial space management fee which amounts to 3.0% of all rents, license fees and other income receivable from the commercial space, and whenever new leases are entered into or renewed, up to 7.5% of the annual rent is payable.

The terms of the Cavendish Management Agreement include the following:

(A) the renovation of The Cavendish London will be carried out from the fourth quarter of 2024 to the fourth quarter of 2025;

(B) the Cavendish Operator will contribute 50%[1] of the costs of the renovation and rebranding of The Cavendish London (with the total costs of the renovation and rebranding estimated to be GBP55.0 million (approximately S$95.2 million)). In the event of termination by the Cavendish PropCo (without cause in breach of contract) or by the Cavendish Operator due to a material breach of contract by the Cavendish PropCo, the Cavendish PropCo will return a percentage of the costs contributed by the Cavendish Operator based on the remaining duration of the Cavendish Initial Term[2];

(C) the Cavendish Operator will undertake to pay an amount representing the shortfall (if any) between the actual adjusted gross operating profit and the minimum guaranteed income ("**MGI**", and the amount representing the shortfall which the Cavendish Operator will undertake to pay, the "**Cavendish Top-Up Payment**"). Prior to the commencement of the renovation works (the "**Works**"), the MGI would be GBP10.8 million (approximately S$18.7 million) per year for The Cavendish London. During the period where the Works are being carried out, the MGI will be reduced depending on the extent of downtime in the operations of The Cavendish London. The MGI for The Cavendish London will be increased to GBP17.5 million (approximately S$30.3 million) after the completion of the Works for a period of five years. The MGI will be reset in the sixth year after the completion of the Works to 65%[3] of the budgeted adjusted gross operating profit[4] and thereafter indexed for inflation;

(D) after completion of the Works, where the Cavendish Operator is able to achieve an adjusted gross operating profit for The Cavendish London above certain performance thresholds[5], the Cavendish Operator is entitled to claw back from the Cavendish Top-Up Payment such amount of the adjusted gross operating profit that is in excess of the performance thresholds (the "**Cavendish MGI Clawback**") (see paragraph 2.8.1(E) of the Letter to Stapled Securityholders for details of the mechanism). The total Cavendish MGI Clawback cannot exceed the amount of the Cavendish Top-Up Payment;

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1 For the avoidance of doubt, the remaining balance 50% will be borne by CLAS.

2 The percentage of costs contributed to be paid back to the Cavendish Operator is as follows: (i) Year 1 to 15 of the Cavendish Initial Term, 100%; (ii) Year 16 of the Cavendish Initial Term, 70%; (iii) Year 17 of the Cavendish Initial Term, 60%; (iv) Year 18 of the Cavendish Initial Term, 50%; (v) Year 19 of the Cavendish Initial Term, 40%; (vi) Year 20 of the Cavendish Initial Term, 30%; and (vii) Year 21 of the Cavendish Initial Term onwards, 0%.

3 As stated in paragraph 3.8 of the IFA Letter (as defined herein), this is in line with market.

4 To determine the budgeted adjusted gross operating profit, per the terms of the Cavendish Management Agreement, the Cavendish Operator will submit its proposed annual business plan for approval by the Cavendish PropCo. The annual business plan includes a review of and comparison with the previous year's plans and actual/forecast performance and an overview of market conditions. The Cavendish Operator will also compare performance of the property against competitive properties in the same area.

5 The performance threshold is set at GBP17.5 million (approximately S$30.3 million) from the first year to the fifth year after the completion of the Works, and 130% of the prevailing MGI from the sixth year after the completion of the Works.

(E) (1) in any year during the period of five years after the completion of the Works, the adjusted gross operating profit after the deduction of GBP17.5 million (approximately S$30.3 million), the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs, will be shared equally by the Cavendish Operator and the Cavendish PropCo, and (2) in any year from the sixth year to the tenth year of operations after the completion of the Works, the adjusted gross operating profit after the deduction of the prevailing MGI, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs, will be shared equally by the Cavendish Operator and the Cavendish PropCo. The total amount that the Cavendish Operator is entitled to (if any) for the full ten years after the completion of the Works is capped at GBP10.0 million (approximately S$17.3 million). Such a profit-sharing arrangement would incentivise the Cavendish Operator to achieve a higher level of adjusted gross operating profit[1]; and

(F) in the event that the Cavendish Management Agreement is terminated by the Cavendish Operator by reason of any material breach of contract by the Cavendish PropCo, or the Cavendish Management Agreement is terminated by the Cavendish PropCo without cause, the Cavendish PropCo shall compensate the Cavendish Operator an amount based on the management fees payable during the number of days remaining in the Cavendish Initial Term from the date of termination, subject to a cap in the number of days if the termination occurs after Year 10 of the Cavendish Initial Term, as follows:

(1) if the termination occurs during Year 11 to Year 20 of the Cavendish Initial Term, the maximum number of days shall be 4,380 days (12 years); and

(2) if the termination occurs during Year 21 to Year 30 of the Cavendish Initial Term, the maximum number of days shall be 1,825 days (five years).

Paragraphs (C), (D) and (E) are summarised in the table below:

Terms	**Before commencement of the Works**	**After completion of the Works, for a period of five years**	**Sixth year onwards after completion of the Works**
MGI The Cavendish Operator shall top up any shortfall between the MGI and actual adjusted gross operating profit achieved for that year.	GBP10.8 million During the renovation, the MGI will be reduced depending on the extent of downtime in the operations of The Cavendish London.	GBP17.5 million	Sixth year after completion of the Works – Reset to 65% of budgeted adjusted gross operating profit. Seventh year onwards after completion of the Works – Indexed for inflation thereafter.

1 If the Cavendish MGI Clawback is payable in a particular year, the Cavendish MGI Clawback will be paid once for that year.

Terms	Before commencement of the Works	After completion of the Works, for a period of five years	Sixth year onwards after completion of the Works
Cavendish MGI Clawback If the Cavendish Operator is able to achieve adjusted gross operating profit levels exceeding performance thresholds in each year, the Cavendish Operator shall be entitled to claw back such amounts of adjusted gross operating profit exceeding the performance threshold. Total clawback is capped at the total Cavendish Top-Up Payment provided by the Cavendish Operator.	NA	Performance threshold refers to GBP17.5 million.	Performance threshold refers to 130% of the prevailing MGI level.
Profit Share If the Cavendish Operator is able to achieve adjusted gross operating profit exceeding the hurdle in each year, the Cavendish Operator shall be entitled to half of such profits exceeding the hurdle. Total profit share that the Cavendish Operator is entitled to for the full ten years is capped at GBP10.0 million.	NA	Hurdle refers to the sum of GBP17.5 million, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs.	Hurdle refers to the sum of prevailing MGI, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs from the sixth year to the tenth year of operations after completion of the Works.

2.8.2 The Temple Bar Management Agreement

Upon completion of the Temple Bar Property Acquisition, Temple Bar Hotel will be managed and operated by the Temple Bar Operator, an indirect wholly owned subsidiary of The Ascott Limited. The Temple Bar Purchaser will enter into the Temple Bar Management Agreement, pursuant to which the Temple Bar Operator will be engaged as the operator of Temple Bar Hotel to provide the Services in respect of Temple Bar Hotel during the term of the agreement.

The Temple Bar Management Agreement is for an initial term of 10 years from the day of the completion of the Temple Bar Property Acquisition (the "**Temple Bar Initial Term**") and the Temple Bar Operator will be paid the following:

(i) a base management fee of 2.5% of the total revenue of Temple Bar Hotel and an incentive management fee of between 7.0% to 9.0% of the gross operating profit of Temple Bar Hotel (with the actual percentage payment depending on the gross operating profit margin generated by Temple Bar Hotel); and

(ii) various fees comprising, *inter alia*, the fees for providing the Ascott BITS, the global marketing services and trade mark, the global reservation services, the Ascott Loyalty Programme and other shared services (including centralised cluster services)[1].

The terms of the Temple Bar Management Agreement include the following:

(A) the renovation of Temple Bar Hotel will be carried out from the first quarter of 2024 to the fourth quarter of 2024;

(B) the Temple Bar Operator will contribute EUR0.1 million (approximately S$0.2 million) towards the costs of the rebranding of Temple Bar Hotel[2]. In the event of termination by the Temple Bar Purchaser (without cause in breach of contract) or by the Temple Bar Operator due to a material breach of contract by the Temple Bar Purchaser, the Temple Bar Purchaser will return a percentage of the costs contributed by the Temple Bar Operator based on the remaining duration of the Temple Bar Initial Term[3];

(C) the Temple Bar Operator will also undertake to pay an amount representing the shortfall (if any) between the actual adjusted gross operating profit and the MGI (the "**Temple Bar Top-Up Payment**"). Prior to the commencement of the Works, the MGI would be EUR4.2 million (approximately S$6.2 million) per year and thereafter indexed for inflation. During the period where the Works are being carried out, the MGI will be reduced depending on the extent of downtime in the operations of Temple Bar Hotel;

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1 The Ascott BITS fees amount to EUR35 (approximately S$51.90) per unit per month, the global marketing fee amounts to 0.5% of the total revenue, the trade mark fee amounts to 0.5% of the total revenue, the global reservation services fees and the Ascott Loyalty Programme fees are at prevailing rates per reservation while the centralised cluster services fees are to be charged out at a reasonable proportion of cost.

2 The total renovation and rebranding cost of Temple Bar Hotel is EUR3.1 million (approximately S$4.6 million), including the rebranding costs of EUR0.1 million (approximately S$0.2 million). The renovation costs of EUR3.0 million (approximately S$4.4 million) will be borne by CLAS. The renovation cost was taken into account in the valuation of Temple Bar Hotel.

3 The percentage of costs contributed to be paid back to the Temple Bar Operator is as follows: (i) Year 1 to 5 of the Temple Bar Initial Term, 100%; (ii) Year 6 of the Temple Bar Initial Term, 70%; (iii) Year 7 of the Temple Bar Initial Term, 50%; (iv) Year 8 of the Temple Bar Initial Term, 30%; and (v) Year 9 of the Temple Bar Initial Term onwards, 0%.

(D) where the Temple Bar Operator is able to achieve an adjusted gross operating profit for Temple Bar Hotel above certain performance thresholds[1], the Temple Bar Operator is entitled to claw back from the Temple Bar Top-Up Payment such amount of the adjusted gross operating profit that is in excess of the performance thresholds (the "**Temple Bar MGI Clawback**"). The total Temple Bar MGI Clawback cannot exceed the amount of the Temple Bar Top-Up Payment; and

(E) in the event that the Temple Bar Management Agreement is terminated by the Temple Bar Operator by reason of any material breach of contract by the Temple Bar Purchaser, or the Temple Bar Management Agreement is terminated by the Temple Bar Purchaser without cause, the Temple Bar Purchaser shall compensate the Temple Bar Operator an amount based on the management fees payable during the number of days remaining in the Temple Bar Initial Term from the date of termination, subject to a cap of 1,825 days (five years).

2.8.3 The Kuningan Management Agreement

Upon completion of the Kuningan Share Acquisition, Ascott Kuningan Jakarta will be managed and operated by the Kuningan Operator, an indirect wholly owned subsidiary of The Ascott Limited. The Kuningan PropCo will enter into the Kuningan Management Agreement, pursuant to which the Kuningan Operator will be engaged as the operator of Ascott Kuningan Jakarta to provide the Services in respect of Ascott Kuningan Jakarta during the term of the agreement.

The Kuningan Management Agreement is for an initial term of 10 years from the day of the completion of the Kuningan Share Acquisition (the "**Kuningan Initial Term**") and the Kuningan Operator will be paid the following:

(i) a base management fee of 2.5% of the total revenue of Ascott Kuningan Jakarta and an incentive management fee of between 5.0% to 8.0% of the gross operating profit of Ascott Kuningan Jakarta (with the actual percentage payment depending on the gross operating profit margin generated by Ascott Kuningan Jakarta); and

(ii) various fees comprising, *inter alia*, the fees for providing the Ascott BITS, the global marketing services and trade mark, the global reservation services, the Ascott Loyalty Programme and other shared services (including centralised cluster services)[2].

In the event that the Kuningan Management Agreement is terminated by the Kuningan Operator by reason of any material breach by the Kuningan PropCo, or the Kuningan Management Agreement is terminated by the Kuningan PropCo without cause, the Kuningan PropCo shall compensate the Kuningan Operator an amount based on the management fees payable during the number of days remaining in the Kuningan Initial Term from the date of termination, subject to a cap of 1,825 days (five years). No compensation will be payable if the Kuningan Management Agreement is terminated as a result of non-renewal or non-extension of the HGB.

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1 The performance threshold is set at 130% of the prevailing MGI.

2 The Ascott BITS fees amount to IDR360,000 (approximately S$31.80) per unit per month, the global marketing fee amounts to 0.5% of the total revenue, the trade mark fee amounts to 0.5% of the total revenue, the global reservation services fees and the Ascott Loyalty Programme fees are at prevailing rates per reservation while the centralised cluster services fees are to be charged out at a reasonable proportion of cost.

2.9 Total Acquisition Outlay

The Total Acquisition Outlay is approximately S$378.6 million, comprising:

(i) the estimated Purchase Consideration of S$357.8 million, subject to completion adjustments;

(ii) the Acquisition Fee of approximately S$5.3 million (being 1.0% of the Enterprise Value[1] of S$530.5 million)[2]; and

(iii) the estimated professional and other fees and expenses incurred or to be incurred by CLAS in connection with the Proposed Acquisitions (inclusive of the Equity Fund Raising expenses and debt financing-related expenses) of approximately S$15.5 million.

2.10 Method of Financing

The Managers intend to finance the Total Acquisition Outlay (excluding the Milestone Payments of approximately S$94.6 million and the Acquisition Fee[2] of approximately S$5.3 million) with:

(i) approximately S$173.5 million (including S$3.3 million of estimated fees and expenses incurred or to be incurred in connection with the Equity Fund Raising) from the gross proceeds raised from the issuance of New Stapled Securities pursuant to the Equity Fund Raising;

(ii) approximately S$45.1 million from the proceeds raised in the placement in August 2022;

(iii) approximately S$8.2 million from divestment proceeds; and

(iv) approximately EUR35.0 million (approximately S$51.9 million) from debt financing in relation to Temple Bar Hotel.

The Equity Fund Raising was launched on 2 August 2023, and was undertaken through an issuance of New Stapled Securities by way of a private placement and a non-renounceable preferential offering, relying on the general mandate given to the Managers at the annual general meeting of CLAS held on 18 April 2023.

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1 As defined in the Trust Deeds,

(a) where the assets acquired by CapitaLand Ascott REIT are shares in a special purpose vehicle whose primary purpose is to hold/own real estate (directly or indirectly), "**Enterprise Value**" shall mean the sum of the equity value and the total net debt attributable to the shares being acquired by CapitaLand Ascott REIT; and

(b) where the asset acquired by CapitaLand Ascott BT is a real estate, "**Enterprise Value**" shall mean the value of the real estate.

2 As the Proposed Acquisitions will constitute an "interested party transaction" under the Property Funds Appendix issued by the MAS, the Acquisition Fee shall be in the form of Stapled Securities and shall not be sold within one year from the date of issuance in accordance with Paragraph 5.7 of the Property Funds Appendix.

The exact method of funding for the Milestone Payments will be determined closer to the time the Milestone Payments are required[1].

CLAS' Aggregate Leverage[2] is expected to decrease from the current approximately 38.6% to approximately 34.8% immediately after the Equity Fund Raising, pending deployment of the net proceeds of the Equity Fund Raising and assuming the net proceeds of the Equity Fund Raising are fully used to repay debt facilities. For illustrative purposes only, CLAS' Aggregate Leverage will be approximately 38.9% immediately after the Equity Fund Raising, assuming that the Proposed Acquisitions (including the Milestone Payments) are funded immediately after the Equity Fund Raising and the remaining net proceeds of the Equity Fund Raising are used to repay debt facilities.

(See announcement dated 2 August 2023 titled "*Launch of Equity Fund Raising to Raise Gross Proceeds of No Less Than Approximately S$300.0 million*" for further details of the Equity Fund Raising.)

3 RATIONALE FOR AND BENEFITS OF THE PROPOSED ACQUISITIONS

The overarching rationale and key benefits of the Proposed Acquisitions are set out below.

3.1 Enhance DPS to Stapled Securityholders

The earnings before interest, taxes, depreciation and amortisation ("**EBITDA**") yield[3] of the Proposed Acquisitions is 5.1% on a pro forma basis for the financial year ended 31 December 2022 ("**FY 2022**"). Excluding the Milestone Payments which are to be made only when 70% of the renovations of The Cavendish London and Temple Bar Hotel are completed, the EBITDA yield of the Proposed Acquisitions is 6.2%.

CLAS' total distribution is expected to increase by S$13.5 million following the Proposed Acquisitions, translating to a DPS accretion of 1.8%[4]. CLAS' distribution yield is expected to increase from 5.4% to 5.5%.

3.2 Properties are located in prime locations of key capital cities, positioned to benefit from the recovery in travel demand

The Cavendish London is located in the exclusive Mayfair high-end shopping district of central London, within a 5- to 10-minute drive from iconic attractions including the Buckingham Palace, Big Ben, West End theatre, Piccadilly Circus, as well as royal parks such as Green Park and Hyde Park. It is situated in Jermyn Street, an established retail and urban leisure street with bespoke gentlemen's clothing stores and shoemakers as well as being next to the British luxury department store, Fortnum and Mason.

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1 The possible sources of funding are drawdown of debts, cash generated from operations or divestment proceeds.

2 "**Aggregate Leverage**" is defined in the Property Funds Appendix as the ratio of CLAS' borrowings and deferred payments (including deferred payments for assets whether to be settled in cash or Stapled Securities) to the value of its deposited property. The Milestone Payments would be considered as a deferred payment for the purposes of computing the Aggregate Leverage.

3 EBITDA yield is based on Agreed Property Value and before asset enhancement initiatives, if any (unless otherwise stated).

4 Please refer to paragraph 5 of the Letter to Stapled Securityholders for the assumptions in relation to the pro forma financial effects.

London, the capital city of the United Kingdom, is one of the stronger performing markets in the CLAS portfolio and globally. London's market revenue per available unit ("**RevPAU**") for the first half of 2023 was 112% of the same period in 2019[1]. The EBITDA yield of the pre-renovated The Cavendish London is 4.1% on a FY 2022 pro forma basis[2]. Excluding the Cavendish Milestone Payment, the EBITDA yield is 5.0%.

Dublin is the capital city of Ireland. According to HVS London, it is home to some of the world's largest pharmaceutical companies and it is one of the IT hubs of Europe[3]. Temple Bar Hotel is located in the Temple Bar area, which is a key tourist destination and entertainment district of Dublin. The property is within a 5- to 10-minute walk from Dublin's shopping streets, such as Grafton Street and Henry Street, as well as renowned landmarks such as Trinity College, Dublin Castle and National Gallery of Ireland. It is also close to Dublin's central business district.

While Dublin is a new market for CLAS, it has seen strong growth in the decade leading up to the COVID-19 pandemic[4]. From 2009 to 2019, the number of visitors to Dublin grew at a compounded annual growth rate of 4.0%. In 2019, Dublin was one of the best performing European cities in terms of occupancy, behind only London and Amsterdam[5]. In the first half of 2023, Dublin's market RevPAU was 110% of pre-COVID-19 levels[6], and is poised to grow even stronger as international travel resumes[7]. The Property's EBITDA yield is 7.6% on a FY 2022 pro forma basis. Excluding the Temple Bar Milestone Payment, the EBITDA yield is 10.8%.

Ascott Kuningan Jakarta is located in Jakarta, the capital city of Indonesia. The property is situated in an embassy district within The Golden Triangle, the main business, financial and commercial hub of Jakarta. Various important financial buildings are located within this central business district, such as the Indonesian Stock Exchange, Treasury Tower, Equity Tower as well as District 8, an upscale mixed-use development. Ascott Kuningan Jakarta is part of Ciputra World 1, an integrated development that comprises an upscale shopping centre, Lotte Shopping Avenue, and Artpreneur centre, which comprises a museum, art gallery, theatre, and an office tower.

Jakarta is a historically resilient market for CLAS as its portfolio of serviced residences in Jakarta has a higher proportion of long stays. At the height of COVID-19 in 2020 and 2021, Ascott Kuningan Jakarta maintained healthy occupancies of approximately 70% to 80%. Jakarta's market RevPAU in the first half of 2023 was 111% of pre-COVID-19 levels[8]. The continued return of international visitors to Jakarta is expected to provide a further boost to the Property's performance. The Property's EBITDA yield is 6.7% on a FY 2022 pro forma basis.

Upon completion of the Proposed Acquisitions, all three Properties will be under the Management Agreements, with two of them (The Cavendish London and Temple Bar Hotel) having a MGI provision. The Management Agreements allow Stapled Securityholders to benefit from the upside as travel demand continues to recover, while the MGI provision provides downside protection.

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1 Source: Extracted from STR database.

2 Please refer to paragraph 3.3 of the Letter to Stapled Securityholders for details on the EBITDA yield post-renovation.

3 See Appendix C for the market research report.

4 See Appendix C for the market research report.

5 Source: CBRE (April 2021) – "The Future of Demand for the Dublin Hotel Market".

6 Source: Extracted from STR database.

7 Source: STR (November 2022) – "Ireland's hotel industry is well-positioned heading into 2023".

8 Source: Extracted from STR database.

3.3 Excellent value-add opportunity in The Cavendish London

The Cavendish London is the largest asset amongst the Properties, comprising approximately 70.0% of the total Agreed Property Value of the Proposed Acquisitions. It is a rare opportunity to acquire an asset in the exclusive Mayfair area in London.

The renovation to rebrand The Cavendish London under "The Crest Collection", a luxury brand managed by The Ascott Limited, will improve the property positioning, as well as the EBITDA yield and value. The scope of the renovation includes (i) the refurbishment and reconfiguration of existing rooms, (ii) the refurbishment of the common areas and lobby, (iii) the addition of a winter garden and a mezzanine floor, and (iv) mechanical and electrical ("**M&E**") replacement and upgrades.

The renovation will be carried out from the fourth quarter of 2024 to the fourth quarter of 2025, with a temporary closure of the property during some months of the renovation period. CLAS will distribute past divestment gains to mitigate the impact from the renovation. The renovation costs will be co-shared with the Cavendish Operator. CLAS will contribute approximately GBP27.5 million (approximately S$47.6 million)[1] of the estimated renovation costs of GBP55.0 million (approximately S$95.2 million).

Based on the valuation by HVS London, the valuation of The Cavendish London is expected to be GBP316.0 million (approximately S$547.2 million) following the renovation and stabilisation of the property in 2027, an increase of GBP101.0 million (approximately S$174.9 million) from the valuation of GBP215.0 million (approximately S$372.3 million) on 30 June 2023. At stabilisation, The Cavendish London is expected to achieve an EBITDA yield[2] on total capitalised cost of approximately 6.5%.

3.4 Opportunity to acquire green, sustainably managed properties

Ascott Kuningan Jakarta and Temple Bar Hotel have obtained green certification in June 2023 and August 2023 respectively. The Cavendish London is expected to be green certified after the renovation is completed.

Including the Proposed Acquisitions, CLAS' proportion of green certified properties (by gross floor area) is expected to increase from approximately 38% as at May 2023 to 39%, in line with CLAS' target to green 50% of its portfolio by 2025.

4 RESOLUTION 2: THE PROPOSED FRENCH MASTER LEASE RENEWALS, AS INTERESTED PERSON TRANSACTIONS

The Managers are also seeking the approval from Stapled Securityholders for the Proposed French Master Lease Renewals for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions. Each of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris is a serviced residence property in France.

The existing French master lease agreement in respect of La Clef Louvre Paris, located in Paris, France, was entered into between SCI Citadines Paris Louvre (an indirect wholly owned subsidiary of CLAS) as master lessor and Citadines SA (an indirect wholly owned subsidiary of The Ascott Limited) as master lessee.

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1 This is expected to be partially funded by cash generated from operations and debt.

2 Based on stabilised EBITDA before FF&E (as defined herein) reserves in year 2027/28 over The Cavendish London's Agreed Property Value (GBP215.0 million (approximately S$372.3 million)), estimated capitalised costs (GBP3.8 million (approximately S$6.6 million)), and estimated proportion of project cost attributable to CLAS (GBP27.5 million (approximately S$47.6 million)). Such EBITDA figures are from the HVS London valuation on a stabilised basis.

The existing French master lease agreement in respect of Citadines Presqu'île Lyon, located in Lyon, France, was entered into between SCI Residence Lyon (an indirect wholly owned subsidiary of CLAS) as master lessor and Citadines SA (an indirect wholly owned subsidiary of The Ascott Limited) as master lessee.

The existing French master lease agreement in respect of Citadines Place d'Italie Paris, located in Paris, France, was entered into between SCI Residence Italie (an indirect wholly owned subsidiary of CLAS) as master lessor and Citadines SA (an indirect wholly owned subsidiary of The Ascott Limited) as master lessee.

All three of such existing French master lease agreements are due for renewal on 31 December 2023. These three French master leases contribute about 1.0% of CLAS' FY 2022 actual revenue.

4.1 Terms of the Renewed French Master Lease Agreements

The terms of each of the Renewed French Master Lease Agreements include, among others, the following:

(A) annual payment of fixed rent on a quarterly basis in advance. In the event that variable rent exceeds fixed rent, any excess will be paid in arrears no later than 30 April of the following year;

(B) a late payment penalty in respect of late payment of rent or other sums payable pursuant to the relevant Renewed French Master Lease Agreement, calculated at 0.5% above the legal interest rate from the expiry of one (1) month after the due date and up to the date of payment;

(C) the relevant master lessee may, with the relevant master lessor's consent, only assign or transfer its rights, benefits or obligations under the relevant Renewed French Master Lease Agreement if the relevant Renewed French Master Lease Agreement is to be assigned as a whole to the purchaser of the relevant master lessee's going concern and the relevant master lessee shall remain liable as a joint guarantor for all the successive assignee's obligations for so long as permitted under French law;

(D) the relevant master lessee shall bear all taxes, including land property tax;

(E) the relevant master lessee shall obtain insurance policies in relation to, amongst other things, fire, explosions, floods, and the relevant master lessee waives, and must obtain from its insurers, a waiver of any recourse against the relevant master lessor and its insurer;

(F) in the event of total destruction of the property, the relevant Renewed French Master Lease Agreement shall be automatically terminated and in case of a partial destruction, the relevant master lessee may only terminate the relevant Renewed French Master Lease Agreement if the property has not been reinstated within one year of the destruction. During the period of reinstatement, the relevant master lessee will only be required to pay rent and charges in proportion to the area of the property that has not been destroyed or rendered unusable; and

(G) in the case of non-payment of rent or a breach of any covenant in the relevant Renewed French Master Lease Agreement, the relevant master lessor is entitled to terminate the relevant Renewed French Master Lease Agreement on expiry of a one month period after delivery of a notice to pay, or to remedy the breach, such notice left unanswered or without remedy.

Each of the Renewed French Master Lease Agreements is on the same terms and conditions of the respective existing French master lease agreements except for:

(i) there is higher rent to be received by CLAS under each of the Renewed French Master Lease Agreements;

(ii) the duration of each of the Renewed French Master Lease Agreements is 12 years; and

(iii) there is co-sharing of renovation expense between CLAS and the lessee[1].

Each of the Renewed French Master Lease Agreements shall be for a period of 12 years commencing 1 January 2024.

The rent to be received under each of the Renewed French Master Lease Agreements is the higher of the fixed and variable rent per annum, which is paid quarterly in advance in relation to the fixed rent. In the event that variable rent exceeds fixed rent, any excess will be paid in arrears no later than 30 April of the following year. The rent structure is as follows:

	Renewed French Master Lease Agreements (effective 1 January 2024)	
	Higher of	
Relevant property	**Fixed Rent (EUR'000)**	**Variable Rent (as a percentage of total revenue)**
La Clef Louvre Paris	1,060	32%
Citadines Presqu'île Lyon	669	28%
Citadines Place d'Italie Paris	1,422	31%

The fixed rent is indexed to the French commercial lease index published by the National Institute of Statistics and Economic Studies, which is the French national statistics bureau, and will be automatically increased or decreased accordingly each year on the anniversary of the commencement date of each of the Renewed French Master Lease Agreements.

As a comparison, the rent structure of the respective existing French master lease agreements is as follows:

	Existing French master lease agreements	
	The aggregate of	
Relevant property	**Fixed Rent (EUR'000)**	**Variable Rent (as a percentage of total revenue)**
La Clef Louvre Paris	850	10.35%
Citadines Presqu'île Lyon	530	10.35%
Citadines Place d'Italie Paris	1,130	10.35%

1 As stated in paragraph 3.11 of the IFA Letter (as defined herein), this arrangement is in line with market.

An independent consultant, HVS London, has been engaged by the Manager and the Trustee to assess the prevailing market rent for each of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris.

The rent under each of the Renewed French Master Lease Agreements for the financial year ending 31 December 2024 ("**FY 2024**"), as compared to the rent under the existing French master lease agreements for FY 2022, is as follows:

Relevant property	**New Rent (FY 2024) (EUR'million)**	**Existing Rent (FY 2022) (EUR'million)**	**Rent Increase**	
			EUR'million	**%**
La Clef Louvre Paris	2.1(1)	1.5	0.6	40.0%
Citadines Presqu'île Lyon	1.1(2)	0.9	0.2	22.2%
Citadines Place d'Italie Paris	2.4(3)	1.8	0.6	33.3%
Total	**5.6**	**4.2**	**1.4**	**33.3%**

Notes:

(1) Based on the higher of 32% of revenue for FY 2024 (as per HVS London's lease benchmarking report) and fixed rent of EUR1.1 million.

(2) Based on the higher of 28% of revenue for FY 2024 (as per HVS London's lease benchmarking report) and fixed rent of EUR0.7 million.

(3) Based on the higher of 31% of revenue for FY 2024 (as per HVS London's lease benchmarking report) and fixed rent of EUR1.4 million.

As set-out above, the new rent for FY 2024 of EUR5.6 million is 33.3% higher than the existing rent for FY 2022 of EUR4.2 million.

In addition, the rent to revenue ratio under the Renewed French Master Lease Agreements of 32%, 28%, and 31% for La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris respectively are in line with the range of the market rent to revenue ratio of between 15% and 36%[1].

The properties will undergo renovation to stay competitive throughout the lease duration. CLAS will incur estimated civil and M&E capital expenditure of EUR5.8 million (approximately S$8.6 million) to meet its sustainability targets. Both CLAS and the lessee will co-share the Furniture, Fixtures, & Equipment ("**FF&E**") capital expenditure, estimated to be EUR11.6 million (approximately S$17.2 million), on a 50%-50% basis, in return for a higher variable rent.

4.2 Rationale for the Proposed Renewals of the Three French Master Lease Agreements

The rationale for the Renewed French Master Lease Agreements is as follows:

4.2.1 the rent to be received by CLAS in FY 2024 as shown in the table above under the proposed rent structure is estimated to be approximately 33.3% higher than the rent in FY 2022;

4.2.2 the fixed rent of each of the Renewed French Master Lease Agreements provides certainty to CLAS' income;

1 Per HVS London's lease benchmarking report.

4.2.3 the variable rent of each of the Renewed French Master Lease Agreements allows CLAS to enjoy greater upside from the travel recovery and demand drivers in Paris and Lyon. Paris is a key gateway city in the most visited country globally[1]. The city has a strong and well-diversified leisure base and multiple demand drivers, such as business, entertainment, fashion and sports. The city of Paris is also hosting the 2024 Summer Olympics, which will be an added tourism boost to the city. Lyon is the second largest tourist destination in France[2] (after Paris), and is also known as the French capital of gastronomy[3];

4.2.4 Citadines SA, the master lessee for each of the Renewed French Master Lease Agreements, is an indirect wholly owned subsidiary of The Ascott Limited, which is one of the leading international lodging owner-operators. The Ascott Limited operates more than 40 properties across Europe, with a strong track record and extensive operational resources in France; and

4.2.5 any change to the master lessee would lead to disruption.

5 PRO FORMA FINANCIAL EFFECTS

5.1 Proposed Acquisitions

5.1.1 Assumptions

The pro forma financial effects of the Proposed Acquisitions on the DPS and NAV per Stapled Security presented below are strictly for illustrative purposes, and were prepared based on the audited consolidated financial statements of CLAS for FY 2022 (the "**2022 Audited Consolidated Financial Statements**"), taking into account the Agreed Property Values of the relevant Properties and assuming that:

(a) the exchange rates between GBP, EUR, IDR, USD and Singapore dollars are as follows:

	Average rate for FY 2022	31 December 2022
GBP	1.71556	1.62643
EUR	1.45823	1.41840
IDR	0.000094	0.000088
USD	1.37879	1.37068

(b) the estimated Purchase Consideration of the Proposed Acquisitions is S$357.8 million[4];

1 Source: UNWTO (May 2023) – World Tourism Barometer.

2 Source: Only Lyon (Official website for tourism for Lyon) – Key figures dated as of 11 May 2023.

3 Source: Explore France (website by France's National Tourism Development Agency) – Lyon.

4 Based on the exchange rate of GBP1.00 = S$1.73159, EUR1.00 = S$1.48176 and USD1.00 = S$1.31889.

(c) the costs of financing the Milestone Payments are not taken into account in determining the pro forma financial effects as the Milestone Payments will be made post completion, when 70% of the renovations of The Cavendish London and Temple Bar Hotel are completed;

(d) approximately 5.1 million Stapled Securities are issued as payment of the Acquisition Fee payable to the Managers at an illustrative issue price of S$1.03 per Stapled Security;

(e) the Managers' management fees, including the base management fee and the performance management fee, will be paid 100.0% in the form of Stapled Securities;

(f) transactions undertaken by CLAS that were not completed as at 31 December 2022 are not taken into account in determining the pro forma financial effects; and

(g) the effects of the renovation of The Cavendish London and Temple Bar Hotel are not taken into account in determining the pro forma financial effects, as the renovation of The Cavendish London will be carried out from the fourth quarter of 2024 to the fourth quarter of 2025, and the renovation of Temple Bar Hotel will be carried out from the first quarter of 2024 to the fourth quarter of 2024.

5.1.2 Pro Forma DPS and Distribution Yield

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed Acquisitions on CLAS' DPS and distribution yield for FY 2022, as if the Proposed Acquisitions were completed on 1 January 2022 and approximately 166.3 million New Stapled Securities are issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising with fund raising costs of S$3.3 million.

	Before the Proposed Acquisitions	After the Proposed Acquisitions(1)
Total Distribution (S$'000)	189,834(2)	203,334
Number of Stapled Securities ('000)	3,445,625(3)	3,618,040(4)
DPS (Singapore cents)	5.67	5.77
Distribution Yield (%)	5.4%(5)	5.5%(5)

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed French Master Lease Renewals.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) Number of Stapled Securities in issue as at 31 December 2022.

(4) Adjusted to include approximately 166.3 million New Stapled Securities issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising, approximately 5.1 million new Stapled Securities issued as payment of the Acquisition Fee (based on the assumed price stated at paragraph 5.1.1(d) of the Letter to Stapled Securityholders) and Managers' management fees for the Proposed Acquisitions. The Stapled Securities issued as payment of the Managers' management fees were assumed to be issued at the same prices as those that were actually issued as payment for Managers' management fees for FY 2022.

(5) Based on the closing Stapled Security price of S$1.05 on 31 December 2022.

5.1.3 Pro Forma NAV

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed Acquisitions on the consolidated NAV of CLAS as at 31 December 2022, as if the Proposed Acquisitions were completed on 31 December 2022.

	Before the Proposed Acquisitions	After the Proposed Acquisitions(1)
NAV (S$'000)	3,965,436(2)	4,140,882(3)
Number of Stapled Securities in issue ('000)	3,445,625(4)	3,617,090(5)
NAV per Stapled Security (S$)	1.15	1.15

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed French Master Lease Renewals.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) Adjusted to include approximately 166.3 million New Stapled Securities issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising and associated costs, as if they were completed on 31 December 2022.

(4) Number of Stapled Securities in issue as at 31 December 2022.

(5) Includes adjustments to include approximately 166.3 million New Stapled Securities issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising, and approximately 5.1 million new Stapled Securities issued as payment of the Acquisition Fee (based on the assumed price stated at paragraph 5.1.1(d) of the Letter to Stapled Securityholders). For the avoidance of doubt, the impact of the Equity Fund Raising on the NAV per Stapled Security is not material.

5.2 Proposed French Master Lease Renewals

5.2.1 Assumed Exchange Rates

In preparing the pro forma DPS and NAV per Stapled Security for FY 2022, the exchange rates between EUR and the Singapore dollar are assumed to be as follows:

	Average rate for FY 2022	31 December 2022
EUR	1.45823	1.41840

5.2.2 Pro Forma DPS and Distribution Yield

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed French Master Lease Renewals on CLAS' DPS and distribution yield for FY 2022, as if the Proposed French Master Lease Renewals were completed on 1 January 2022.

	Before the Proposed French Master Lease Renewals	After the Proposed French Master Lease Renewals(1)
Total Distribution (S$'000)	189,834(2)	190,686(3)
Number of Stapled Securities ('000)	3,445,625(4)	3,445,625(4)
DPS (Singapore cents)	5.67	5.70
Distribution Yield (%)	5.4%(5)	5.4%(5)

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed Acquisitions.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) After taking into account the impact arising from the Proposed French Master Lease Renewals, where the revised rent is based on the higher of the relevant percentage (stated at paragraph 4.1 of the Letter to Stapled Securityholders) of the lessee's actual FY 2022 operating revenue of the properties and the fixed rent.

(4) Number of Stapled Securities in issue as at 31 December 2022.

(5) Based on the closing Stapled Security price of S$1.05 on 31 December 2022.

5.2.3 Pro Forma NAV

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed French Master Lease Renewals on the consolidated NAV of CLAS as at 31 December 2022, as if the Proposed French Master Lease Renewals were completed on 31 December 2022.

	Before the Proposed French Master Lease Renewals	After the Proposed French Master Lease Renewals(1)
NAV (S$'000)	3,965,436(2)	3,965,436(3)
Number of Stapled Securities in issue ('000)	3,445,625(4)	3,445,625(4)
NAV per Stapled Security (S$)	1.15	1.15

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed Acquisitions.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) Assumed no changes to the valuations of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris from the Proposed French Master Lease Renewals.

(4) Number of Stapled Securities in issue as at 31 December 2022.

6 REQUIREMENT FOR STAPLED SECURITYHOLDERS' APPROVAL

6.1 Discloseable Transaction

Chapter 10 of the Listing Manual governs significant transactions by CLAS such as the acquisition or divestment of assets, including options to acquire or dispose of assets. Such transactions are classified into the following categories: (a) non-discloseable transactions, (b) discloseable transactions, (c) major transactions and (d) very substantial acquisitions or reverse takeovers, depending on the size of the relative figures computed on, *inter alia*, the following bases or comparison set out in Rule 1006(b) and Rule 1006(c) of the Listing Manual respectively:

(i) the net profits attributable to the assets acquired, compared with CLAS and its subsidiaries' (the "**CLAS Group**") net profits; and

(ii) the aggregate value of the consideration given, compared with CLAS' market capitalisation.

Where any of the relative figures computed on the bases set out above exceeds 5.0%, the transaction is classified as a discloseable transaction. Where any of the relative figures computed on the bases set out above exceeds 20.0%, the transaction is classified as a major transaction. The Listing Manual requires that a major transaction involving CLAS be made conditional upon approval by Stapled Securityholders in a general meeting. However, the approval of Stapled Securityholders in a general meeting is not required in the case of an acquisition of profitable assets if only sub-paragraph 6.1(i) (i.e. Rule 1006(b) of the Listing Manual) exceeds the relevant 20.0% threshold.

The relative figures for the Proposed Acquisitions using the applicable bases of comparison described above are set out in the table below.

Comparison of	Proposed Acquisitions	CLAS	Relative figure
Net profits, compared with the CLAS Group's net profits (S$ million)	7.4(1)	94.0(2)	7.9%
Consideration, compared with CLAS' market capitalisation (S$ million)	588.5(3)	3,529.5(4)	16.7%

Notes:

(1) The figure is based on (a) the unaudited consolidated net profit before tax of the TargetCos for the six-month period ended 30 June 2023 and (b) the net profit before tax in respect of Temple Bar Hotel for the six-month period ended 30 June 2023.

(2) The figure is based on the unaudited results of the CLAS Group for the six-month period ended 30 June 2023.

(3) The figure comprises (a) the estimated Purchase Consideration of S$357.8 million, which is subject to completion adjustments and (b) the value of the corporate guarantee of S$230.7 million to be assumed and provided by the Trustee pursuant to the Cavendish Guarantee on completion of the Cavendish SPA in connection with the Cavendish Facility Agreement.

(4) The figure is based on the weighted average price of S$0.9389 as at 3 October 2023. The relative figure based on the weighted average price of S$1.1195 as at 1 August 2023, being the market day prior to the date of the memorandum of understanding is 15.2%. See the transaction announcement dated 9 October 2023 for the figures as at 6 October 2023, being the market day prior to the date of the Purchase Agreements.

As seen in the table above, both of the relative figures exceed the 5.0% threshold for a discloseable transaction but do not exceed the 20.0% threshold for a major transaction. As such, the Proposed Acquisitions constitute a "discloseable transaction" under Rule 1010 of the Listing Manual (read with Rule 1006 of the Listing Manual), but do not constitute a "major transaction" under Rule 1014(1) of the Listing Manual (read with Rule 1006 of the Listing Manual).

6.2 Interested Person Transaction and Interested Party Transaction

As at the Latest Practicable Date, CLI, through its wholly owned subsidiaries (including its interest in each of the Managers), has an aggregate deemed interest in 1,062,099,751 Stapled Securities, which comprises approximately 28.25% of the total number of Stapled Securities in issue as at the Latest Practicable Date[1], and is therefore regarded as a Controlling Stapled Securityholder of CLAS under both the Listing Manual and the Property Funds Appendix.

In addition, as the Managers are each a wholly owned subsidiary of CLI, CLI is therefore regarded as a Controlling Shareholder of each of the Managers under both the Listing Manual and the Property Funds Appendix.

6.2.1 Proposed Acquisitions as an Interested Person Transaction and an Interested Party Transaction

Each of the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor is a wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI.

For the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor (being associates of CLI, which is a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) are (for the purpose of the Listing Manual) "interested persons" and (for the purpose of the Property Funds Appendix) "interested parties" of CLAS.

Therefore, the Proposed Acquisitions will constitute an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix.

6.2.2 Proposed entry into the Management Agreements as an Interested Person Transaction

As each of the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI (being a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers), each of the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator (being a subsidiary of a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) is (for the purposes of the Listing Manual) an "interested person" of CLAS.

Accordingly, the entry into the Management Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual.

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1 Based on a total number of 3,759,135,035 Stapled Securities in issue as at the Latest Practicable Date.

6.2.3 Proposed French Master Lease Renewals as an Interested Person Transaction

As Citadines SA, being the master lessee of each of the Renewed French Master Lease Agreements, is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI (being a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers), Citadines SA (being a subsidiary of a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) is (for the purposes of the Listing Manual) an "interested person" of CLAS.

Accordingly, the entry into the Renewed French Master Lease Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual (and together with the Proposed Acquisitions and the proposed entry into the Management Agreements, the "**IPT Transactions**").

6.2.4 Requirement for Stapled Securityholders' approval under Chapter 9 of the Listing Manual

Under Chapter 9 of the Listing Manual, where CLAS proposes to enter into a transaction with an interested person and the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S$100,000, entered into with the same interested person during the same financial year) is equal to or exceeds 5.0% of the CLAS Group's latest audited net tangible assets ("**NTA**"), Stapled Securityholders' approval is required in respect of the transaction.

Based on the 2022 Audited Consolidated Financial Statements, the NTA of the CLAS Group was S$3,965.4 million (represented by Stapled Securityholders' funds) as at 31 December 2022. Accordingly, if the value of a transaction which is proposed to be entered into in the current financial year by CLAS with an interested person is, either in itself or in aggregation with all other earlier transactions (each of a value equal to or greater than S$100,000) entered into with the same interested person during the current financial year, equal to or exceeds of S$198.3 million, such a transaction would be subject to Stapled Securityholders' approval.

Given that:

(i) the aggregate Purchase Consideration of the Proposed Acquisitions to be entered into by the CLAS Group is S$357.8 million;

(ii) the aggregate value of the management fees under the Management Agreements to be entered into by the CLAS Group is S$188.2 million; and

(iii) the aggregate value of the rent under the Proposed French Master Lease Renewals to be entered into by the CLAS Group is S$112.8 million,

the value of the IPT Transactions is approximately S$658.8 million, representing approximately 16.6% of CLAS' latest audited NTA.

As this value exceeds 5.0% of CLAS' latest audited NTA, the IPT Transactions are subject to Stapled Securityholders' approval under Chapter 9 of the Listing Manual.

6.2.5 Requirement for Stapled Securityholders' approval under Paragraph 5 of the Property Funds Appendix

Paragraph 5 of the Property Funds Appendix also imposes a requirement for Stapled Securityholders' approval for an interested party transaction by CapitaLand Ascott REIT whose value exceeds 5.0% of CapitaLand Ascott REIT and its subsidiaries' (the "**CapitaLand Ascott REIT Group**") latest audited NAV.

Based on the 2022 Audited Consolidated Financial Statements, the NAV of the CapitaLand Ascott REIT Group was S$3,449.6 million (represented by Stapled Securityholders' funds) as at 31 December 2022. Accordingly, if the value of a transaction which is proposed to be entered into by CapitaLand Ascott REIT with an interested party is equal to or greater than S$172.5 million, such a transaction would be subject to Stapled Securityholders' approval.

The aggregate purchase consideration of the Cavendish Share Acquisition and the Kuningan Share Acquisition to be entered into by the CapitaLand Ascott REIT Group is S$254.1 million, representing approximately 7.4% of CapitaLand Ascott REIT's latest audited NAV. As this value exceeds 5.0% of CapitaLand Ascott REIT's latest audited NAV, the Cavendish Share Acquisition and the Kuningan Share Acquisition are subject to Stapled Securityholders' approval under the Property Funds Appendix.

6.3 Interests of Directors and Substantial Stapled Securityholders

Mr Goh Soon Keat Kevin, a Non-Executive Non-Independent Director of the Managers, is the Chief Executive Officer, Lodging of CLI. Ms Beh Siew Kim, a Non-Executive Non-Independent Director of the Managers, is the Chief Financial and Sustainability Officer, Lodging of CLI. Ms Beh Siew Kim is also a director of the Cavendish Vendor and the Cavendish TargetCo.

Based on the Register of Directors' Stapled Securityholdings maintained by the Managers, the interests of Directors in Stapled Securities as at the Latest Practicable Date are as follows:

Name of Directors	Direct Interest		Deemed Interest		Total No. of Stapled Securities Held	%(1)	Contingent Awards of Stapled Securities(2) under the Manager's	
	No. of Stapled Securities	%(1)	No. of Stapled Securities	%(1)			Performance Stapled Security Plan	Restricted Stapled Security Plan
Tan Beng Hai, Bob	167,510	0.004	0	0	167,510	0.004	N.A.	N.A.
Teo Joo Ling, Serena	57,064	0.002	0	0	57,064	0.002	0 to 560,972(3)	110,913(4),(5)
Sim Juat Quee Michael Gabriel	113,920	0.003	0	0	113,920	0.003	N.A.	N.A.
Chia Kim Huat	136,988	0.004	0	0	136,988	0.004	N.A.	N.A.
Deborah Lee Siew Yin	39,218	0.001	0	0	39,218	0.001	N.A.	N.A.
Ong Su Kiat Melvyn	0	0	0	0	0	0	N.A.	N.A.
Goh Soon Keat Kevin	234,319	0.006	0	0	234,319	0.006	N.A.	N.A.
Beh Siew Kim	1,872,934	0.050	0	0	1,872,934	0.050	0 to 814,436(3)	314,523(4),(5)

Notes:

(1) The percentage is based on 3,759,135,035 Stapled Securities in issue as at the Latest Practicable Date and is rounded up to the nearest 0.001%.

(2) This refers to the number of Stapled Securities which are the subject of awards granted or finalised but not released under the Manager's Performance Stapled Security Plan ("**PSSP**") and the Restricted Stapled Security Plan ("**RSSP**").

(3) The final number of Stapled Securities to be released will depend on the achievement of pre-determined targets at the end of the three-year performance period. The final number of Stapled Securities that will be released could range from 0% to 200% of the baseline award. The Nominating and Remuneration Committee of the Manager has the discretion to adjust the number of Stapled Securities released taking into consideration other relevant quantitative and qualitative factors. The Stapled Securities released, if any, will be delivered in a combination of stapled securities and cash.

(4) Being the unvested Stapled Securities under the RSSP.

(5) On the final vesting, an additional number of Stapled Securities of a total value equal to the value of the accumulated distributions which are declared during each of the vesting periods and deemed foregone due to the vesting mechanism of the RSSP, will also be released.

Save as disclosed in the table below, none of the Directors holds interests in the ordinary shares of CLI ("**CLI Shares**").

Name of Directors	Direct Interest		Deemed Interest		Total No. of CLI Shares Held	%[1]	Contingent Awards of Shares[2] under CLI's		
	No. of CLI Shares	%[1]	No. of CLI Shares	%[1]			Performance Share Plan	Special Founders Performance Share Award	Restricted Share Plan
Teo Joo Ling, Serena	0	0	0	0	0	0	0	0 to 318,807[5]	N.A.
Chia Kim Huat	33,100	0.001	0	0	33,100	0.001	N.A.	N.A.	N.A.
Goh Soon Keat Kevin	989,953	0.019	0	0	989,953	0.019	0 to 790,391[3] 379,714[4]	0 to 1,487,778[5]	62,588[6],[7]
Beh Siew Kim	248,929	0.005	0	0	248,929	0.005	0 to 153,420[3]	0 to 531,348[5]	N.A.

Notes:

(1) The percentage is based on 5,121,814,771 issued shares (excluding treasury shares) as at the Latest Practicable Date and is rounded up to the nearest 0.001%.

(2) This refers to the number of CLI Shares which are the subject of awards granted or finalised but not released under CLI's Performance Share Plan 2021 ("**PSP**") and Restricted Share Plan 2021 ("**RSP**").

(3) The final number of shares to be released will depend on the achievement of pre-determined targets over a three-year performance period. For PSP awards granted in 2022, the final number of CLI Shares that will be released could range from 0% to 200% of the baseline award. For PSP awards granted in 2023, the final number of CLI Shares that will be released could range from 0% to 300% of the baseline award. The CLI Executive Resource and Compensation Committee ("**ERCC**")/Board has the discretion to adjust the number of shares released, taking into consideration other relevant quantitative and qualitative factors. The shares released, if any, will be delivered in a combination of shares and cash.

(4) Being finalised and unvested CLI Shares under the PSP.

(5) This is a one-time special contingent award granted to selected key executives in CLI and/or CLI group. The final number of CLI Shares that will be released will range from 0% to 300% of the baseline award depending on the achievement of pre-determined targets over a five-year performance period. In the event of early achievement of the targets within the first three years of the performance period, a maximum of 20% to 50% of the baseline award can be released after the third year, with any balance in excess of 50% of the baseline award to be released only after the fifth year. The CLI ERCC/Board has the absolute discretion to adjust the number of shares released, taking into consideration other relevant quantitative and qualitative factors.

(6) Being the finalised and unvested CLI Shares under RSP.

(7) On the final vesting, an additional number of shares of a total value equal to the value of the accumulated dividends which are declared during each of the vesting periods and deemed foregone due to the vesting mechanism of the RSP, will also be released.

Based on the information available to the Managers, the interests of the Substantial Stapled Securityholders in Stapled Securities as at the Latest Practicable Date are as follows:

Name of Substantial Stapled Securityholders(1)	Direct Interest		Deemed Interest		Total No. of Stapled Securities Held	%(2)
	No. of Stapled Securities	%(2)	No. of Stapled Securities	%(2)		
Temasek Holdings (Private) Limited(3) ("**Temasek**")	0	0	1,245,487,395	33.13	1,245,487,395	33.13
Tembusu Capital Pte. Ltd.(4) ("**Tembusu**")	0	0	1,231,756,752	32.76	1,231,756,752	32.76
Bartley Investments Pte. Ltd.(5),(6) ("**Bartley**")	0	0	1,215,641,834	32.33	1,215,641,834	32.33
Mawson Peak Holdings Pte. Ltd.(5),(6) ("**Mawson**")	0	0	1,215,641,834	32.33	1,215,641,834	32.33
Glenville Investments Pte. Ltd.(5),(6) ("**Glenville**")	0	0	1,215,641,834	32.33	1,215,641,834	32.33
TJ Holdings (III) Pte. Ltd.(5),(6) ("**TJHIII**")	0	0	1,215,641,834	32.33	1,215,641,834	32.33
CLA Real Estate Holdings Pte. Ltd.(5),(6) ("**CLA**")	0	0	1,215,641,834	32.33	1,215,641,834	32.33
CapitaLand Group Pte. Ltd.(5),(6) ("**CLG**")	153,542,083	4.08	1,062,099,751	28.25	1,215,641,834	32.33
CLI(7)	0	0	1,062,099,751	28.25	1,062,099,751	28.25
The Ascott Limited(8)	189,510,989	5.04	596,287,750	15.86	785,798,739	20.90
Somerset Capital Pte Ltd ("**SCPL**")	596,287,750	15.86	0	0	596,287,750	15.86
CapitaLand Ascott Trust Management Limited ("**CLASML**")	265,311,796	7.05	0	0	265,311,796	7.05

Notes:

(1) "**Substantial Stapled Securityholder**" means a person with an interest in Stapled Securities constituting not less than 5.0% of the total number of Stapled Securities in issue.

(2) The percentage is based on 3,759,135,035 Stapled Securities in issue as at the Latest Practicable Date and is rounded down to the nearest 0.01%.

(3) Temasek is deemed to have an interest in the Stapled Securityholdings in which its subsidiaries and associated companies (including but not limited to CLA) have or are deemed to have an interest pursuant to Section 4 of the Securities and Futures Act 2001 (the "**SFA**").

(4) Tembusu is deemed to have an interest in the Stapled Securityholdings in which its subsidiaries (including but not limited to CLA) have or are deemed to have an interest pursuant to Section 4 of the SFA.

(5) Temasek holds 100.0% of the equity interest in Tembusu, which holds 100.0% of the equity interest in Bartley, which holds 100.0% of the equity interest in Mawson, which holds 100.0% of the equity interest in Glenville, which holds 100.0% of the equity interest in TJHIII, which holds 100.0% of the equity interest in CLA, which holds 100.0% equity interest in CLG. CLI is a subsidiary of CLG.

(6) Each of Temasek, Tembusu, Bartley, Mawson, Glenville and TJHIII is deemed to have an interest in the Stapled Securityholdings in which CLA is deemed to have an interest pursuant to Section 4 of the SFA. Each of CLA and CLG is deemed to have an interest in the Stapled Securityholdings that CLI is deemed to have an interest pursuant to Section 4 of the SFA.

(7) CLI is deemed to have an interest in the Stapled Securityholdings of its wholly owned subsidiaries namely, The Ascott Limited, SCPL (through The Ascott Limited), CLASML, CapitaLand Ascott Business Trust Management Pte. Ltd. and Carmel Plus Pte. Ltd..

(8) The Ascott Limited is deemed to have an interest in the Stapled Securityholdings of its wholly owned subsidiary, SCPL.

Save as disclosed in the Circular and based on the information available to the Managers as at the Latest Practicable Date, none of the Directors or the Stapled Securityholders has an interest, direct or indirect, in the Proposed Acquisitions or the Proposed French Master Lease Renewals.

6.4 Directors' Service Contracts

No person is proposed to be appointed as a director of the Managers in connection with the Proposed Acquisitions or the Proposed French Master Lease Renewals or any other transactions contemplated in relation to the Proposed Acquisitions or the Proposed French Master Lease Renewals.

It should be noted that separate from the Proposed Acquisitions and the Proposed French Master Lease Renewals, directors of the Managers may be appointed or replaced in line with the normal board renewal process.

7 ADVICE OF THE INDEPENDENT FINANCIAL ADVISER

The Managers have appointed Deloitte & Touche Corporate Finance Pte Ltd as the IFA pursuant to Rule 921(4)(a) of the Listing Manual as well as to advise the Independent Directors, the Audit Committee and the Trustee in relation to the Proposed Acquisitions (including the Management Agreements) and the Proposed French Master Lease Renewals.

A copy of the letter from the IFA to the Independent Directors, the Audit Committee and the Trustee (the "**IFA Letter**"), containing its advice in full, is set out in **Appendix A** of this Circular and Stapled Securityholders are advised to read the IFA Letter carefully.

7.1 The Proposed Acquisitions

Having considered the factors and the assumptions set out in the IFA Letter, and subject to the qualifications set out therein, the IFA is of the opinion that the Proposed Acquisitions (including the Management Agreements) are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders.

Accordingly, the IFA has advised the Independent Directors and the Audit Committee to recommend that Stapled Securityholders vote in favour of Resolution 1 in connection with the Proposed Acquisitions to be proposed at the EGM.

7.2 The Proposed French Master Lease Renewals

Having considered the factors and the assumptions set out in the IFA Letter, and subject to the qualifications set out therein, the IFA is of the opinion that the Proposed French Master Lease Renewals are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders.

Accordingly, the IFA has advised the Independent Directors and the Audit Committee to recommend that Stapled Securityholders vote in favour of Resolution 2 in connection with the Proposed French Master Lease Renewals to be proposed at the EGM.

8 RECOMMENDATIONS

8.1 The Proposed Acquisitions

Based on the opinion of the IFA (as set out in the IFA Letter in **Appendix A** of this Circular) and the rationale for and key benefits of the Proposed Acquisitions as set out in paragraph 3 of the Letter to Stapled Securityholders, the Independent Directors and the Audit Committee believe that the Proposed Acquisitions (including the Management Agreements) are on normal commercial terms and would not be prejudicial to the interests of CLAS and its minority Stapled Securityholders.

Accordingly, the Independent Directors and the Audit Committee recommend that Stapled Securityholders vote at the EGM in favour of Resolution 1.

All of the Independent Directors who hold Stapled Securities will be voting at the EGM in favour of Resolution 1.

8.2 The Proposed French Master Lease Renewals

Based on the opinion of the IFA (as set out in the IFA Letter in **Appendix A** of this Circular) and the rationale for the Proposed French Master Lease Renewals as set out in paragraph 4.2 of the Letter to Stapled Securityholders, the Independent Directors and the Audit Committee believe that the Proposed French Master Lease Renewals are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders.

Accordingly, the Independent Directors and the Audit Committee recommend that Stapled Securityholders vote at the EGM in favour of Resolution 2.

All of the Independent Directors who hold Stapled Securities will be voting at the EGM in favour of Resolution 2.

9 EXTRAORDINARY GENERAL MEETING

The EGM will be convened and held at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617 (the "**Physical Meeting**") and by electronic means (the "**Virtual Meeting**") on Tuesday, 24 October 2023 at 3.00 p.m. (Singapore Time), for the purpose of considering and, if thought fit, passing with or without modification, the Resolutions set out in the Notice of EGM, which are set out on pages E-1 to E-7 of this Circular.

The purpose of this Circular is to provide Stapled Securityholders with relevant information about the Resolutions. Approval by way of an Ordinary Resolution is required in respect of each of the Resolutions.

A Depositor shall not be regarded as a Stapled Securityholder entitled to attend the EGM and to speak and vote thereat unless he is shown to have Stapled Securities entered against his name in the Depository Register, as certified by The Central Depository (Pte) Limited ("**CDP**") as at 48 hours before the time fixed for the EGM.

10 ABSTENTIONS FROM VOTING

10.1 The Proposed Acquisitions

As at the Latest Practicable Date, CLI, through its wholly owned subsidiaries (including its interest in each of the Managers), has an aggregate deemed interest in 1,062,099,751 Stapled Securities, which comprises approximately 28.25% of the total number of Stapled Securities in issue as at the Latest Practicable Date[1].

Rule 919 of the Listing Manual prohibits interested persons and their associates (as defined in the Listing Manual) from voting, or accepting appointments as proxies, on a resolution in relation to a matter in respect of which such persons are interested in the EGM, unless specific instructions as to voting are given.

Given that the Properties will be acquired from, and the Management Agreements will be entered into with, indirect wholly owned subsidiaries of CLI, CLI and their associates will abstain from voting on Resolution 1. Further, CLI will not and will procure that its associates will not, accept appointments as proxies unless specific instructions as to voting are given.

For the purposes of good corporate governance, Mr Goh Soon Keat Kevin, Ms Beh Siew Kim and Ms Teo Joo Ling, Serena will each abstain from voting on Resolution 1.

10.2 The Proposed French Master Lease Renewals

As at the Latest Practicable Date, CLI, through its wholly owned subsidiaries (including its interest in each of the Managers), has an aggregate deemed interest in 1,062,099,751 Stapled Securities, which comprises approximately 28.25% of the total number of Stapled Securities in issue as at the Latest Practicable Date[1].

Rule 919 of the Listing Manual prohibits interested persons and their associates (as defined in the Listing Manual) from voting, or accepting appointments as proxies, on a resolution in relation to a matter in respect of which such persons are interested in the EGM, unless specific instructions as to voting are given.

1 Based on a total number of 3,759,135,035 Stapled Securities in issue as at the Latest Practicable Date

Given that the Renewed French Master Lease Agreements will be entered into with Citadines SA, which is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI, CLI and their associates will abstain from voting on Resolution 2. Further, CLI will not and will procure that its associates will not, accept appointments as proxies unless specific instructions as to voting are given.

For the purposes of good corporate governance, Mr Goh Soon Keat Kevin, Ms Beh Siew Kim and Ms Teo Joo Ling, Serena will each abstain from voting on Resolution 2.

11 DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Acquisitions, the Proposed French Master Lease Renewals, CLAS and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

12 CONSENTS

Each of the IFA (being Deloitte & Touche Corporate Finance Pte Ltd), the Independent Valuers (being HVS London, Cushman & Wakefield Debenham Tie Leung Limited, Cushman & Wakefield Ireland, HVS Singapore and Cushman & Wakefield VHS Pte. Ltd.), and the market research consultants (being HVS London and HVS Singapore), has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and, respectively, the IFA Letter, the valuation summary letter and certificates, the market research report, and all references thereto, in the form and context in which they are included in this Circular.

The Indonesian counsel for the Managers (being Soemadipradja & Taher) has also given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and its views, in the form and context in which they are included in this Circular.

13 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the registered office of the Managers[1] at 168 Robinson Road, #30-01 Capital Tower, Singapore 068912 from the date of this Circular up to and including the date falling three months after the date of this Circular:

(i) the Purchase Agreements;

(ii) the IFA Letter;

1 Prior appointment with the Managers is required. Please contact Investor Relations (telephone: +65 6713 2888).

(iii) the independent valuation reports on the Properties issued by HVS London, Cushman & Wakefield Debenham Tie Leung Limited, Cushman & Wakefield Ireland, HVS Singapore and Cushman & Wakefield VHS Pte. Ltd.;

(iv) the market research report issued by HVS London and HVS Singapore;

(v) the lease benchmarking report issued by HVS London in relation to the Renewed French Master Lease Agreements;

(vi) the 2022 Audited Consolidated Financial Statements;

(vii) the forms of the Management Agreements;

(viii) the forms of the Renewed French Master Lease Agreements; and

(ix) the written consents of each of the IFA and the Independent Valuers.

The Trust Deeds will also be available for inspection at the registered office of the Managers for so long as CLAS is in existence.

Yours faithfully

CapitaLand Ascott Trust Management Limited	**CapitaLand Ascott Business Trust Management Pte. Ltd.**
(Company Registration No. 200516209Z)	(Company Registration No. 201925299R)
Tan Beng Hai, Bob	Tan Beng Hai, Bob
Chairman	Chairman

IMPORTANT NOTICE

This Circular does not constitute or form part of an offer, invitation or solicitation of any offer to purchase or subscribe for any securities of CLAS in Singapore or any other jurisdictions. The value of Stapled Securities and the income derived from them may fall as well as rise. Stapled Securities are not obligations of, deposits in, or guaranteed by, the Managers or any of its affiliates. An investment in Stapled Securities is subject to investment risks, including the possible loss of the principal amount invested.

Stapled Securityholders have no right to request the Managers to redeem or purchase their Stapled Securities for so long as the Stapled Securities are listed on the SGX-ST. It is intended that Stapled Securityholders may only deal in their Stapled Securities through trading on the SGX-ST. Listing of the Stapled Securities on the SGX-ST does not guarantee a liquid market for the Stapled Securities. The past performance of CLAS is not indicative of the future performance of CLAS. Similarly, the past performance of the Managers is not indicative of the future performance of the Managers.

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

GLOSSARY

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

%	:	Per centum or percentage
2022 Audited Consolidated Financial Statements	:	The audited consolidated financial statements of CLAS for FY 2022
Acquisition Fee	:	An acquisition fee payable in Stapled Securities to the Managers pursuant to the Trust Deeds for the Proposed Acquisitions
Agreed Property Value	:	The agreed market value of the relevant Properties
Ascott BITS	:	The computer modular programmes (available as at the date of the Management Agreements) which are owned by, or licensed to, and developed by or for the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator (as the case may be), and used in connection with the management and operation of each of the Properties.
Ascott Kuningan Jakarta	:	A serviced residence located at Ciputra World 1 Jalan Prof Dr Satrio Kav. 3-5 Jakarta 12940, Indonesia
Ascott Loyalty Programme	:	The loyalty programme managed by The Ascott Limited globally pursuant to which members earn loyalty points on qualifying amounts through stays at participating properties and redeem loyalty points
Audit Committee	:	The audit committee of the Managers
CapitaLand Ascott BT	:	CapitaLand Ascott Business Trust
CapitaLand Ascott BT Trust Deed	:	The trust deed constituting CapitaLand Ascott BT dated 9 September 2019 (as amended from time to time)
CapitaLand Ascott REIT	:	CapitaLand Ascott Real Estate Investment Trust
CapitaLand Ascott REIT Group	:	CapitaLand Ascott REIT and its subsidiaries
CapitaLand Ascott REIT Trust Deed	:	The trust deed constituting CapitaLand Ascott REIT dated 19 January 2006 (as amended from time to time)
Cavendish Facility Agreement	:	The facility agreement dated 31 August 2023 between Oversea-Chinese Banking Corporation Limited as lender and the Cavendish PropCo as borrower for a GBP133.2 million (approximately S$230.7 million) facility

Cavendish Guarantee	:	A guarantee to be provided by the Trustee upon completion of the Cavendish Share Acquisition in favour of Oversea-Chinese Banking Corporation Limited in relation to and for the amounts due and payable under the Cavendish Facility Agreement
Cavendish Initial Term	:	The initial term of 30 years in respect of the Cavendish Management Agreement
Cavendish Management Agreement	:	The hotel management agreement to be entered into by the Cavendish PropCo with the Cavendish Operator in relation to The Cavendish London
Cavendish MGI Clawback	:	The amount of the adjusted gross operating profit that is in excess of the performance thresholds which the Cavendish Operator is entitled to claw back from the Cavendish Top-Up Payment under the Cavendish Management Agreement
Cavendish Milestone Payment	:	Part of the payment of the Cavendish Share Purchase Consideration to be made post completion of the Cavendish Share Acquisition
Cavendish Operator	:	Ascott Hospitality Management (UK) Limited
Cavendish PropCo	:	The Cavendish Hotel (London) Limited
Cavendish Purchaser	:	Ascott REIT (Europe) Pte. Ltd., a direct wholly owned subsidiary of CapitaLand Ascott REIT
Cavendish Share Acquisition	:	The acquisition by the Cavendish Purchaser of 100.0% of the shares in the Cavendish TargetCo from the Cavendish Vendor
Cavendish Share Purchase Consideration	:	The purchase consideration payable to the Cavendish Vendor by the Cavendish Purchaser in connection with the acquisition of 100.0% of the shares of the Cavendish TargetCo
Cavendish SPA	:	A conditional share purchase agreement which the Cavendish Purchaser entered into with the Cavendish Vendor to acquire 100.0% of the shares in the Cavendish TargetCo
Cavendish TargetCo	:	Ascott St James (Jersey) Limited
Cavendish Top-Up Payment	:	The amount representing the shortfall between the actual adjusted gross operating profit and the MGI which the Cavendish Operator will undertake to pay under the Cavendish Management Agreement
Cavendish Vendor	:	Ascott (Jersey) Limited

CDP	:	The Central Depository (Pte) Limited
Circular	:	This circular to Stapled Securityholders dated 9 October 2023
CLAS	:	CapitaLand Ascott Trust
CLAS Group	:	CLAS and its subsidiaries
CLI	:	CapitaLand Investment Limited
Controlling Shareholder	:	A person who: (a) holds directly or indirectly, 15.0% or more of the total voting rights in the company. The SGX-ST may determine that such a person is not a controlling shareholder; or (b) in fact exercises control over a company
Controlling Stapled Securityholder	:	A person who: (a) holds directly or indirectly, 15.0% or more of the total voting rights in CLAS. The SGX-ST may determine that such a person is not a controlling Stapled Securityholder; or (b) in fact exercises control over CLAS
Directors	:	Directors of the Managers
DPS	:	Distribution per Stapled Security
EBITDA	:	Earnings before interest, taxes, depreciation and amortisation
EGM	:	Extraordinary General Meeting
Equity Fund Raising	:	The issuance of New Stapled Securities pursuant to the placement and preferential offering in August 2023
FF&E	:	Furniture, Fixtures, & Equipment
FY 2022	:	The financial year ended 31 December 2022
FY 2024	:	The financial year ending 31 December 2024
GR 18/2021	:	Government Regulation No. 18 of 2021 on Right-to-Manage, Land Titles, Apartments, and Land Registration
HGB	:	Hak Guna Bangunan title (right to build)
HVS London	:	SG&R Valuation Services Company LLC (HVS London)
HVS Singapore	:	SG&R Singapore Pte Ltd
IFA	:	Independent financial adviser pursuant to Rule 921(4)(a) of the Listing Manual to the Independent Directors, the Audit Committee and the Trustee

IFA Letter	:	The letter from the IFA to the Independent Directors, the Audit Committee and the Trustee
Initial Granting Cycle	:	The duration of a HGB which consists of three sub-cycles, being one initial sub-cycle with a maximum duration of 30 years, followed by a second sub-cycle and a third sub-cycle with maximum durations of 20 years and 30 years respectively
IPT Transactions	:	The Proposed Acquisitions, the proposed entry into the Management Agreements and the Renewed French Master Lease Agreements
Independent Directors	:	Independent directors of the Managers
Independent Valuers	:	HVS London, Cushman & Wakefield Debenham Tie Leung Limited, Cushman & Wakefield Ireland, HVS Singapore and Cushman & Wakefield VHS Pte. Ltd.
Kuningan Initial Term	:	The initial term of 10 years in respect of the Kuningan Management Agreement
Kuningan Management Agreement	:	The serviced residence management agreement to be entered into by the Kuningan PropCo with the Kuningan Operator in relation to Ascott Kuningan Jakarta
Kuningan Operator	:	PT Ascott International Management Indonesia
Kuningan PropCo	:	PT Menara Aspen Persada
Kuningan Purchaser	:	The Trustee
Kuningan Share Acquisition	:	The acquisition by the Kuningan Purchaser of 100.0% of the shares in each of the Kuningan TargetCos from the Kuningan Vendor
Kuningan Share Purchase Consideration	:	The purchase consideration payable to the Kuningan Vendor by the Kuningan Purchaser in connection with the acquisition of 100.0% of each of the shares of the Kuningan TargetCos
Kuningan SPA	:	A conditional share purchase agreement which the Kuningan Purchaser entered into with the Kuningan Vendor to acquire 100.0% of the shares in each of the Kuningan TargetCos
Kuningan TargetCo	:	Each of the Kuningan TargetCos
Kuningan TargetCos	:	Ascott Kuningan (S) Pte. Ltd. and Ascott Tower (S) Pte. Ltd.
Kuningan Vendor	:	Piatra Pte Ltd

Latest Practicable Date	:	27 September 2023
Listing Manual	:	The listing manual of the SGX-ST
M&E	:	Mechanical and electrical
Management Agreements	:	The Cavendish Management Agreement, the Temple Bar Management Agreement and the Kuningan Management Agreement
Manager	:	CapitaLand Ascott Trust Management Limited (as manager of CapitaLand Ascott REIT)
Managers	:	The Manager and the Trustee-Manager
MGI	:	Minimum guaranteed income
Milestone Payments	:	The Cavendish Milestone Payment and the Temple Bar Milestone Payment
NAV	:	Net asset value
New Stapled Securities	:	The new Stapled Securities issued under the Equity Fund Raising
Notice of EGM	:	Notice of Extraordinary General Meeting
NTA	:	Net tangible assets
Physical Meeting	:	The physical EGM to be convened and held physically at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617
Properties	:	The Cavendish London, Temple Bar Hotel and Ascott Kuningan Jakarta
Proposed Acquisitions	:	The Cavendish Share Acquisition, the Temple Bar Property Acquisition and the Kuningan Share Acquisition
Proposed French Master Lease Renewals	:	The renewals of the French master lease agreements for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris
Purchase Agreements	:	The Cavendish SPA, the Temple Bar Purchase Agreement and the Kuningan SPA
Purchase Consideration	:	The Cavendish Share Purchase Consideration, the Temple Bar Property Purchase Consideration and the Kuningan Share Purchase Consideration
Relevant Indonesian Land Authorities	:	The relevant officials at the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency

Renewed French Master Lease Agreements	:	The renewed French master lease agreements of each of (i) La Clef Louvre Paris, (ii) Citadines Presqu'île Lyon and (iii) Citadines Place d'Italie Paris
Resolution 1	:	The proposed acquisitions of (a) 100.0% of the shares in the Cavendish TargetCo which indirectly holds The Cavendish London, (b) Temple Bar Hotel, and (c) 100.0% of the shares in each of the Kuningan TargetCos which indirectly hold Ascott Kuningan Jakarta, and entry into Management Agreements, as interested person transactions (Ordinary Resolution)
Resolution 2	:	The proposed renewal of three French master lease agreements for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions (Ordinary Resolution)
RevPAU	:	Revenue per available unit
Services	:	Management services, including management and maintenance of the property, recruitment, planning and supervision of all personnel, supervision and control of activities of guests and planning and contracting for advertising and promotion programmes
SFA	:	Securities and Futures Act 2001
SGX-ST	:	Singapore Exchange Securities Trading Limited
Stapled Securities	:	Stapled securities of CLAS
Stapled Securityholders	:	Holders of stapled securities of CLAS
Stapling Deed	:	Stapling deed of CLAS dated 9 September 2019 (as amended from time to time)
TargetCos	:	The Cavendish TargetCo and the Kuningan TargetCos
Temple Bar Hotel	:	A hotel located at 13-17 Fleet St, Temple Bar, Dublin 2, D02 WD51, Ireland
Temple Bar Initial Term	:	The initial term of 10 years in respect of the Temple Bar Management Agreement
Temple Bar Management Agreement	:	The hotel management agreement to be entered into by the Temple Bar Purchaser with the Temple Bar Operator in relation to Temple Bar Hotel

Temple Bar MGI Clawback	:	The amount of the adjusted gross operating profit that is in excess of the performance thresholds which the Temple Bar Operator is entitled to claw back from the Temple Bar Top-Up Payment under the Temple Bar Management Agreement
Temple Bar Milestone Payment	:	Part of the payment of the Temple Bar Property Purchase Consideration to be made post completion of the Temple Bar Property Acquisition
Temple Bar Operator	:	Ascott Hospitality Management (UK) Limited (or another wholly owned subsidiary of The Ascott Limited)
Temple Bar Property Acquisition	:	The acquisition by the Temple Bar Purchaser of the Temple Bar Target Property from the Temple Bar Vendor
Temple Bar Property Purchase Consideration	:	The purchase consideration payable to the Temple Bar Vendor by the Temple Bar Purchaser in connection with the acquisition of the Temple Bar Target Property
Temple Bar Purchase Agreement	:	The conditional purchase agreement which the Temple Bar Purchaser entered into with the Temple Bar Vendor to acquire the Temple Bar Target Property
Temple Bar Purchaser	:	TUC T Bar Hotel (Dublin) Limited, a wholly owned subsidiary of Dublin TUC T Bar Hotel Pte. Ltd., which is in turn a wholly owned subsidiary of CapitaLand Ascott BT
Temple Bar Target Property	:	Temple Bar Hotel
Temple Bar Top-Up Payment	:	The amount representing the shortfall between the actual adjusted gross operating profit and the MGI which the Temple Bar Operator will undertake to pay under the Temple Bar Management Agreement
Temple Bar Vendor	:	Citadines Temple Bar Limited
The Cavendish London	:	A hotel located at 81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom
Total Acquisition Outlay	:	The total acquisition outlay of the Proposed Acquisitions
Trust Deeds	:	The CapitaLand Ascott BT Trust Deed, the CapitaLand Ascott REIT Trust Deed and the Stapling Deed
Trustee	:	DBS Trustee Limited (in its capacity as trustee of CapitaLand Ascott REIT)
Trustee-Manager	:	CapitaLand Ascott Business Trust Management Pte. Ltd. (as trustee-manager of CapitaLand Ascott BT)

Vendors	:	The Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor
Virtual Meeting	:	The EGM to be convened and held by way of electronic means
Works	:	Renovation works

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

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

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

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

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to one decimal place.

INDEPENDENT FINANCIAL ADVISER'S LETTER

DELOITTE & TOUCHE CORPORATE FINANCE PTE. LTD.

(Incorporated in the Republic of Singapore)
Company Registration Number: 200200144N

9 October 2023

The Independent Directors and Audit Committee
CapitaLand Ascott Trust Management Limited
(as Manager of CapitaLand Ascott Real Estate Investment Trust)
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

The Independent Directors and Audit Committee
CapitaLand Ascott Business Trust Management Pte. Ltd.
(as Trustee-Manager of CapitaLand Ascott Business Trust
and together with CapitaLand Ascott Trust Management
Limited, the "**Managers**")
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

DBS Trustee Limited
(in its capacity as Trustee of CapitaLand Ascott Real Estate Investment Trust
(the "**Trustee**"))
12 Marina Boulevard
Level 44, Marina Bay Financial Centre Tower 3
Singapore 018982

Dear Sirs

(1) THE PROPOSED ACQUISITIONS OF (A) 100.0% OF THE SHARES IN THE CAVENDISH TARGETCO WHICH INDIRECTLY HOLDS THE CAVENDISH LONDON, (B) TEMPLE BAR HOTEL, AND (C) 100.0% OF THE SHARES IN EACH OF THE KUNINGAN TARGETCOS WHICH INDIRECTLY HOLD ASCOTT KUNINGAN JAKARTA, AND ENTRY INTO MANAGEMENT AGREEMENTS, AS INTERESTED PERSON TRANSACTIONS

(2) THE PROPOSED RENEWAL OF THREE FRENCH MASTER LEASE AGREEMENTS FOR EACH OF (A) LA CLEF LOUVRE PARIS, (B) CITADINES PRESQU'ÎLE LYON AND (C) CITADINES PLACE D'ITALIE PARIS, AS INTERESTED PERSON TRANSACTIONS

*For the purpose of this letter ("**IFA Letter**"), capitalised terms not otherwise defined shall have the meaning given to them in the circular dated 9 October 2023 to the holders of the stapled securities of CapitaLand Ascott Trust ("**CLAS**") (the "**Circular**").*

1. The Proposed Acquisitions

1.1. Background

On 2 August 2023, the Managers and The Ascott Limited had entered into a memorandum of understanding in relation to the Proposed Acquisitions (as defined herein). On 9 October 2023:

(i) CapitaLand Ascott REIT, through its direct wholly owned subsidiary, Ascott REIT (Europe) Pte. Ltd. (the "**Cavendish Purchaser**"), entered into a conditional share purchase agreement (the "**Cavendish SPA**") with Ascott (Jersey) Limited (the "**Cavendish Vendor**") to acquire 100.0% of the shares in Ascott St James (Jersey) Limited (the "**Cavendish TargetCo**"), which indirectly holds The Cavendish London[1], a hotel located at 81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom ("**The Cavendish London**", and the acquisition, the "**Cavendish Share Acquisition**");

(ii) CapitaLand Ascott BT, through its indirect wholly owned subsidiary, TUC T Bar Hotel (Dublin) Limited[2] (the "**Temple Bar Purchaser**"), entered into a conditional purchase agreement (the "**Temple Bar Purchase Agreement**") with Citadines Temple Bar Limited (the "**Temple Bar Vendor**") to acquire Temple Bar Hotel, a hotel located at 13-17 Fleet St, Temple Bar, Dublin 2, D02 WD51, Ireland (the "**Temple Bar Target Property**", and the acquisition, the "**Temple Bar Property Acquisition**"); and

(iii) The Trustee (the "**Kuningan Purchaser**") entered into a conditional share purchase agreement (the "**Kuningan SPA**", and together with the Cavendish SPA and the Temple Bar Purchase Agreement, the "**Purchase Agreements**") with Piatra Pte Ltd (the "**Kuningan Vendor**") to acquire (i) 100.0% of the shares in Ascott Kuningan (S) Pte. Ltd. and (ii) 100.0% of the shares in Ascott Tower (S) Pte. Ltd. (each, a "**Kuningan TargetCo**" and collectively, the "**Kuningan TargetCos**", and together with the Cavendish TargetCo, the "**TargetCos**"), both of which indirectly hold Ascott Kuningan Jakarta[3], a serviced residence located at Ciputra World 1 Jalan Prof Dr Satrio Kav. 3-5 Jakarta 12940, Indonesia ("**Ascott Kuningan Jakarta**", and together with The Cavendish London and Temple Bar Hotel, the "**Properties**", and the acquisition, the "**Kuningan Share Acquisition**", and together with the Cavendish Share Acquisition and the Temple Bar Property Acquisition, the "**Proposed Acquisitions**").

1.2. Description of the Properties

The Cavendish London

The Cavendish London is located in the exclusive Mayfair high-end shopping district of central London, within a 5- to 10-minute drive from iconic attractions including the Buckingham Palace, Big Ben, West End theatre, Piccadilly Circus, as well as royal parks such as Green Park and Hyde Park.

1 The property holding company which directly holds The Cavendish London is The Cavendish Hotel (London) Limited (the "**Cavendish PropCo**"), which is a direct wholly owned subsidiary of the Cavendish TargetCo.

2 TUC T Bar Hotel (Dublin) Limited is a wholly owned subsidiary of Dublin TUC T Bar Hotel Pte. Ltd., which is in turn a wholly owned subsidiary of CapitaLand Ascott BT.

3 The property holding company which directly holds Ascott Kuningan Jakarta is PT Menara Aspen Persada (the "**Kuningan PropCo**").

The table below sets out a summary of selected information on The Cavendish London:

Property name	The Cavendish London
Lodging type	Hotel
Address	81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom
Operator	Ascott Hospitality Management (UK) Limited
Number of units	230
Gross floor area	Approximately 10,900 sq m
Year built	1964
Contract type	Management contract with minimum guaranteed income(1)
Title	Leasehold estate expiring on 11 November 2158
Valuations(2)	HVS London (commissioned by the Manager): GBP215.0 million (approximately S$372.3 million) Cushman & Wakefield Debenham Tie Leung Limited (commissioned by the Trustee): GBP215.5 million (approximately S$373.2 million)
Agreed Property Value	GBP215.0 million (approximately S$372.3 million)
Purchase consideration(3)	GBP116.3 million (approximately S$201.3 million)

Notes:

(1) See paragraph 2.8.1 of the Letter to Stapled Securityholders in the Circular for further details on the minimum guaranteed income.

(2) Valuation as of 30 June 2023. For the avoidance of doubt, the valuations on The Cavendish London are based on the assumption that the proposed renovation works will be carried out but have not been undertaken. The valuation of The Cavendish London as of 30 June 2023 refers to the 10 year cashflows from 30 June 2023 (i.e. before the renovation), but will include capital outlay for the renovations, lower cashflows during the renovations, and higher cashflows after the renovation. The valuation of The Cavendish London after the renovation works have been undertaken and on a stabilised basis is set out in paragraph 3.3 of the Letter to Stapled Securityholders in the Circular and is GBP316.0 million (approximately S$547.2 million).

(3) The purchase consideration is based on (i) the consolidated net asset value ("**NAV**") of the Cavendish TargetCo (which takes into account the Agreed Property Value) and (ii) the assignment of shareholder's loans, and is subject to post completion adjustments. Post completion adjustments in respect of the purchase consideration mainly comprise the difference in the consolidated NAV of the Cavendish TargetCo from 31 May 2023 (being the agreed initial balance sheet date) to the completion date of the Proposed Acquisitions. See paragraph 2.2.1 of the Letter to Stapled Securityholders in the Circular for details of the shareholder's loans. Part of the payment for the acquisition of the shares of the Cavendish TargetCo (the "**Cavendish Milestone Payment**"), amounting to GBP37.0 million (approximately S$64.1 million), will be made post completion, when 70% of the renovation of The Cavendish London to be undertaken pursuant to the terms of the Cavendish Management Agreement (such agreement as described herein) is completed. The purchase consideration shall be fully satisfied in cash.

Temple Bar Hotel

Dublin is the capital city of Ireland. According to HVS London, it is home to some of the world's largest pharmaceutical companies and it is one of the IT hubs of Europe[1]. Temple Bar Hotel is located in the Temple Bar area, which is a key tourist destination and entertainment district of Dublin. The property is within a 5- to 10-minute walk from Dublin's shopping streets, such as Grafton Street and Henry Street, as well as renowned landmarks such as Trinity College, Dublin Castle and National Gallery of Ireland. It is also close to Dublin's central business district.

1 See Appendix C for the market research report.

The table below sets out a summary of selected information on Temple Bar Hotel:

Property name	Temple Bar Hotel
Lodging type	Hotel
Address	13-17 Fleet St, Temple Bar, Dublin 2, D02 WD51, Ireland
Operator	Ascott Hospitality Management (UK) Limited (or another wholly owned subsidiary of The Ascott Limited)
Number of units	136
Gross floor area	Approximately 7,800 sq m
Year built	1993
Contract type	Management contract with minimum guaranteed income(1)
Title	Freehold
Valuations(2)	HVS London (commissioned by the Trustee-Manager): EUR78.2 million (approximately S$115.9 million) Cushman & Wakefield Ireland (commissioned by the Trustee-Manager): EUR71.9 million (approximately S$106.5 million)
Agreed Property Value	EUR70.0 million (approximately S$103.7 million)
Purchase consideration(3)	EUR70.0 million (approximately S$103.7 million)

Notes:

(1) See paragraph 2.8.2 of the Letter to Stapled Securityholders in the Circular for further details on the minimum guaranteed income.

(2) Valuation as of 30 June 2023.

(3) This is subject to the value of stock as at completion of the Temple Bar Property Acquisition and the apportionment of expenses and revenue between the Temple Bar Purchaser and the Temple Bar Vendor. See paragraph 2.2.2 of the Letter to Stapled Securityholders in the Circular for further details. Part of the payment of the purchase consideration ("**Temple Bar Milestone Payment**"), amounting to EUR20.6 million (approximately S$30.5 million), will be made post completion, when 70% of the renovation of Temple Bar Hotel to be undertaken pursuant to the terms of the Temple Bar Management Agreement (such agreement as described herein) is completed. The purchase consideration shall be fully satisfied in cash.

Ascott Kuningan Jakarta

Ascott Kuningan Jakarta is located in an embassy district of Jakarta's central business district. The serviced residence is part of Ciputra World 1, an integrated development that comprises an upscale shopping centre, Lotte Shopping Avenue, and Artpreneur centre, which comprises a museum, art gallery, theatre, and an office tower.

The table below sets out a summary of selected information on Ascott Kuningan Jakarta:

Property name	Ascott Kuningan Jakarta
Lodging type	Serviced residence
Address	Ciputra World 1 Jalan Prof Dr Satrio Kav. 3-5 Jakarta 12940, Indonesia
Operator	PT Ascott International Management Indonesia
Number of units	185
Gross floor area	Approximately 18,900 sq m
Year built	2014
Contract type	Management contract
Title	Strata titles on land with leasehold estates expiring on 19 May 2027 and extendable(1)
Valuations(2)	HVS Singapore (commissioned by the Manager): IDR642.4 billion (approximately S$56.8 million) Cushman & Wakefield VHS Pte. Ltd. (commissioned by the Trustee): IDR636.0 billion (approximately S$56.2 million)
Agreed Property Value	IDR620.0 billion (approximately S$54.8 million)
Purchase consideration(3)	USD40.0 million(4) (approximately S$52.8 million)

Notes:

(1) The serviced residence units (consisting of strata titles) are situated on land with Hak Guna Bangunan (right to build) ("**HGB**") title(s) expiring on 19 May 2027. See paragraph 2.6 of the Letter to Stapled Securityholders in the Circular for further details on the extension and renewal of the HGB title.

(2) Valuation as of 30 June 2023. In the case of Ascott Kuningan Jakarta, the valuations are on the basis that the HGB title will be extended as extensions are routine for such titles.

(3) The purchase consideration is based on (i) the consolidated NAV of the Kuningan TargetCos (which takes into account the Agreed Property Value) and (ii) the assignment of shareholder's loans, and is subject to post completion adjustments. Post completion adjustments in respect of the purchase consideration mainly comprise the difference in the consolidated NAV of the Kuningan TargetCos from 31 May 2023 (being the agreed initial balance sheet date) to the completion date of the Proposed Acquisitions. See paragraph 2.2.3 of the Letter to Stapled Securityholders in the Circular for details of the shareholder's loans. The purchase consideration shall be fully satisfied in cash.

(4) USD is used as this is the reporting currency of the Kuningan TargetCos.

1.3. The Management Agreements

(a) The Cavendish Management Agreement

Upon completion of the Cavendish Share Acquisition, The Cavendish London will be managed and operated by the Cavendish Operator, an indirect wholly owned subsidiary of The Ascott Limited. The Cavendish PropCo will enter into the Cavendish Management Agreement with the Cavendish Operator in relation to The Cavendish London, pursuant to which the Cavendish Operator will be engaged as the operator of The Cavendish London to provide the Services in respect of The Cavendish London during the term of the agreement.

The Cavendish Management Agreement is for an initial term of 30 years from the day of the completion of the Cavendish Share Acquisition (the "**Cavendish Initial Term**") and the Cavendish Operator will be paid the following:

(i) a base management fee of 2.5% of the total revenue of The Cavendish London and an incentive management fee of between 7.0% to 9.0% of the gross operating profit of The Cavendish London (with the actual percentage payment depending on the gross operating profit margin generated by The Cavendish London); and

(ii) various fees comprising, *inter alia*, the fees for providing the Ascott BITS[1], the global marketing services and trade mark, the global reservation services, the Ascott Loyalty Programme[2] and other shared services (including centralised cluster services)[3].

The terms of the Cavendish Management Agreement include the following:

(A) the renovation of The Cavendish London will be carried out from the fourth quarter of 2024 to the fourth quarter of 2025;

(B) the Cavendish Operator will contribute 50%[4] of the costs of the renovation and rebranding of The Cavendish London (with the total costs of the renovation and rebranding estimated to be GBP55.0 million (approximately S$95.2 million)). In the event of termination by the Cavendish PropCo (without cause in breach of contract) or by the Cavendish Operator due to a material breach of contract by the Cavendish PropCo, the Cavendish PropCo will return a percentage of the costs contributed by the Cavendish Operator based on the remaining duration of the Cavendish Initial Term[5];

(C) the Cavendish Operator will undertake to pay an amount representing the shortfall (if any) between the actual adjusted gross operating profit and the minimum guaranteed income ("**MGI**", and the amount representing the shortfall which the Cavendish Operator will undertake to pay, the "**Cavendish Top-Up Payment**"). Prior to the commencement of the renovation works (the "**Works**"), the MGI would be GBP10.8 million (approximately S$18.7 million) per year for The Cavendish London. During the period where the Works are being carried out, the MGI will be reduced depending on the extent of downtime in the operations of The Cavendish London. The MGI for The Cavendish London will be increased to GBP17.5 million (approximately S$30.3 million) after the completion of the Works for a period of five years. The MGI will be reset in the sixth year after the completion of the Works to 65%[6] of the budgeted adjusted gross operating profit[7] and thereafter indexed for inflation;

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1 The "**Ascott BITS**" refers to the computer modular programmes (available as at the date of the Management Agreements) which are owned by, or licensed to, and developed by or for the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator (as the case may be), and used in connection with the management and operation of each of the Properties.

2 The "**Ascott Loyalty Programme**" refers to the loyalty programme managed by The Ascott Limited globally pursuant to which members earn loyalty points on qualifying amounts through stays at participating properties and redeem loyalty points.

3 The Ascott BITS fees amount to EUR35 (approximately S$51.90) per unit per month, the global marketing fee amounts to 0.5% of the total revenue, the trade mark fee amounts to 0.5% of the total revenue, the global reservation services fees and the Ascott Loyalty Programme fees are at prevailing rates per reservation while the centralised cluster services fees are to be charged out at a reasonable proportion of cost. There is also a commercial space management fee which amounts to 3.0% of all rents, license fees and other income receivable from the commercial space, and whenever new leases are entered into or renewed, up to 7.5% of the annual rent is payable.

4 For the avoidance of doubt, the remaining balance 50% will be borne by CLAS.

5 The percentage of costs contributed to be paid back to the Cavendish Operator is as follows: (i) Year 1 to 15 of the Cavendish Initial Term, 100%, (ii) Year 16 of the Cavendish Initial Term, 70%; (iii) Year 17 of the Cavendish Initial Term, 60%; (iv) Year 18 of the Cavendish Initial Term, 50%; (v) Year 19 of the Cavendish Initial Term, 40%; (vi) Year 20 of the Cavendish Initial Term, 30%; and (vii) Year 21 of the Cavendish Initial Term onwards, 0%.

6 As stated in paragraph 3.8 of the IFA Letter, this is in line with market.

7 To determine the budgeted adjusted gross operating profit, per the terms of the Cavendish Management Agreement, the Cavendish Operator will submit its proposed annual business plan for approval by the Cavendish PropCo. The annual business plan includes a review of and comparison with the previous year's plans and actual/forecast performance and an overview of market conditions. The Cavendish Operator will also compare performance of the property against competitive properties in the same area.

(D) after completion of the Works, where the Cavendish Operator is able to achieve an adjusted gross operating profit for The Cavendish London above certain performance thresholds[1], the Cavendish Operator is entitled to claw back from the Cavendish Top-Up Payment such amount of the adjusted gross operating profit that is in excess of the performance thresholds (the "**Cavendish MGI Clawback**") (see paragraph 2.8.1(E) of the Letter to Stapled Securityholders in the Circular for details of the mechanism). The total Cavendish MGI Clawback cannot exceed the amount of the Cavendish Top-Up Payment;

(E) (1) in any year during the period of five years after the completion of the Works, the adjusted gross operating profit after the deduction of GBP17.5 million (approximately S$30.3 million), the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs, will be shared equally by the Cavendish Operator and the Cavendish PropCo, and (2) in any year from the sixth year to the tenth year of operations after the completion of the Works, the adjusted gross operating profit after the deduction of the prevailing MGI, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs, will be shared equally by the Cavendish Operator and the Cavendish PropCo. The total amount the Cavendish Operator is entitled to (if any) for the full ten years after the completion of the Works is capped at GBP10.0 million (approximately S$17.3 million). Such a profit-sharing arrangement would incentivise the Cavendish Operator to achieve a higher level of adjusted gross operating profit[2]; and

(F) in the event that the Cavendish Management Agreement is terminated by the Cavendish Operator by reason of any material breach of contract by the Cavendish PropCo, or the Cavendish Management Agreement is terminated by the Cavendish PropCo without cause, the Cavendish PropCo shall compensate the Cavendish Operator an amount based on the management fees payable during the number of days remaining in the Cavendish Initial Term from the date of termination, subject to a cap in the number of days if the termination occurs after Year 10 of the Cavendish Initial Term, as follows:

(1) if the termination occurs during Year 11 to Year 20 of the Cavendish Initial Term, the maximum number of days shall be 4,380 days (12 years); and

(2) if the termination occurs during Year 21 to Year 30 of the Cavendish Initial Term, the maximum number of days shall be 1,825 days (five years).

1 The performance threshold is set at GBP17.5 million (approximately S$30.3 million) from the first year to the fifth year after completion of the Works, and 130% of the prevailing MGI from the sixth year after the completion of the Works.

2 If the Cavendish MGI Clawback is payable in a particular year, the Cavendish MGI Clawback will be paid once for that year.

Paragraphs (C), (D) and (E) are summarised in the table below:

Terms	Before commencement of the Works	After completion of the Works, for a period of five years	Sixth year onwards after completion of the Works
MGI The Cavendish Operator shall top up any shortfall between the MGI and actual adjusted gross operating profit achieved for that year.	GBP10.8 million During the renovation, the MGI will be reduced depending on the extent of downtime in the operations of The Cavendish London.	GBP17.5 million	Sixth year after completion of the Works – Reset to 65% of budgeted adjusted gross operating profit. Seventh year onwards after completion of the Works – Indexed for inflation thereafter.
Cavendish MGI Clawback If the Cavendish Operator is able to achieve adjusted gross operating profit levels exceeding performance thresholds in each year, the Cavendish Operator shall be entitled to claw back such amounts of adjusted gross operating profit exceeding the performance threshold. Total clawback is capped at the total Cavendish Top-Up Payment provided by the Cavendish Operator.	NA	Performance threshold refers to GBP17.5 million.	Performance threshold refers to 130% of the prevailing MGI level.

Terms	Before commencement of the Works	After completion of the Works, for a period of five years	Sixth year onwards after completion of the Works
Profit Share If the Cavendish Operator is able to achieve adjusted gross operating profit exceeding the hurdle in each year, the Cavendish Operator shall be entitled to half of such profits exceeding the hurdle. Total profit share that the Cavendish Operator is entitled to for the full ten years is capped at GBP10.0 million.	NA	Hurdle refers to sum of GBP17.5 million, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs.	Hurdle refers to sum of prevailing MGI, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs from the sixth year to the tenth year after the completion of the Works.

(b) The Temple Bar Management Agreement

Upon completion of the Temple Bar Property Acquisition, Temple Bar Hotel will be managed and operated by the Temple Bar Operator, an indirect wholly owned subsidiary of The Ascott Limited. The Temple Bar Purchaser will enter into the Temple Bar Management Agreement, pursuant to which the Temple Bar Operator will be engaged as the operator of Temple Bar Hotel to provide the Services in respect of Temple Bar Hotel during the term of the agreement.

The Temple Bar Management Agreement is for an initial term of 10 years from the day of the completion of the Temple Bar Property Acquisition (the "**Temple Bar Initial Term**") and the Temple Bar Operator will be paid the following:

(i) a base management fee of 2.5% of the total revenue of Temple Bar Hotel and an incentive management fee of between 7.0% to 9.0% of the gross operating profit of Temple Bar Hotel (with the actual percentage payment depending on the gross operating profit margin generated by Temple Bar Hotel); and

(ii) various fees comprising, *inter alia*, the fees for providing the Ascott BITS, the global marketing services and trade mark, the global reservation services, the Ascott Loyalty Programme and other shared services (including centralised cluster services)[1].

The terms of the Temple Bar Management Agreement include the following:

(A) the renovation of Temple Bar Hotel will be carried out from the first quarter of 2024 to the fourth quarter of 2024;

1 The Ascott BITS fees amount to EUR35 (approximately S$51.90) per unit per month, the global marketing fee amounts to 0.5% of the total revenue, the trade mark fee amounts to 0.5% of the total revenue, the global reservation services fees and the Ascott Loyalty Programme fees are at prevailing rates per reservation while the centralised cluster services fees are to be charged out at a reasonable proportion of cost.

(B) the Temple Bar Operator will contribute EUR0.1 million (approximately S$0.2 million) towards the costs of the rebranding of Temple Bar Hotel[1]. In the event of termination by the Temple Bar Purchaser (without cause in breach of contract) or by the Temple Bar Operator due to a material breach of contract by the Temple Bar Purchaser, the Temple Bar Purchaser will return a percentage of the costs contributed by the Temple Bar Operator based on the remaining duration of the Temple Bar Initial Term[2];

(C) the Temple Bar Operator will also undertake to pay an amount representing the shortfall (if any) between the actual adjusted gross operating profit and the MGI (the "**Temple Bar Top-Up Payment**"). Prior to the commencement of the Works, the MGI would be EUR4.2 million (approximately S$6.2 million) per year and thereafter indexed for inflation. During the period where the Works are being carried out, the MGI will be reduced depending on the extent of downtime in the operations of Temple Bar Hotel;

(D) where the Temple Bar Operator is able to achieve an adjusted gross operating profit for Temple Bar Hotel above certain performance thresholds[3], the Temple Bar Operator is entitled to claw back from the Temple Bar Top-Up Payment such amount of the adjusted gross operating profit that is in excess of the performance thresholds (the "**Temple Bar MGI Clawback**"). The total Temple Bar MGI Clawback cannot exceed the amount of the Temple Bar Top-Up Payment; and

(E) in the event that the Temple Bar Management Agreement is terminated by the Temple Bar Operator by reason of any material breach of contract by the Temple Bar Purchaser, or the Temple Bar Management Agreement is terminated by the Temple Bar Purchaser without cause, the Temple Bar Purchaser shall compensate the Temple Bar Operator an amount based on the management fees payable during the number of days remaining in the Temple Bar Initial Term from the date of termination, subject to a cap of 1,825 days (five years).

(c) The Kuningan Management Agreement

Upon completion of the Kuningan Share Acquisition, Ascott Kuningan Jakarta will be managed and operated by the Kuningan Operator, an indirect wholly owned subsidiary of The Ascott Limited. The Kuningan PropCo will enter into the Kuningan Management Agreement, pursuant to which the Kuningan Operator will be engaged as the operator of Ascott Kuningan Jakarta to provide the Services in respect of Ascott Kuningan Jakarta during the term of the agreement.

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1 The total renovation and rebranding cost of Temple Bar Hotel is EUR3.1 million (approximately S$4.6 million), including the rebranding costs of EUR0.1 million (approximately S$0.2 million). The renovation costs of EUR3.0 million (approximately S$4.4 million) will be borne by CLAS. The renovation cost was taken into account in the valuation of Temple Bar Hotel.

2 The percentage of costs contributed to be paid back to the Temple Bar Operator is as follows: (i) Year 1 to 5 of the Temple Bar Initial Term, 100%; (ii) Year 6 of the Temple Bar Initial Term, 70%; (iii) Year 7 of the Temple Bar Initial Term, 50%; (iv) Year 8 of the Temple Bar Initial Term, 30%; and (v) Year 9 of the Temple Bar Initial Term onwards, 0%.

3 The performance threshold is set at 130% of the prevailing MGI.

The Kuningan Management Agreement is for an initial term of 10 years from the day of the completion of the Kuningan Share Acquisition (the "**Kuningan Initial Term**") and the Kuningan Operator will be paid the following:

(i) a base management fee of 2.5% of the total revenue of Ascott Kuningan Jakarta and an incentive management fee of between 5.0% to 8.0% of the gross operating profit of Ascott Kuningan Jakarta (with the actual percentage payment depending on the gross operating profit margin generated by Ascott Kuningan Jakarta); and

(ii) various fees comprising, *inter alia*, the fees for providing the Ascott BITS, the global marketing services and trade mark, the global reservation services, the Ascott Loyalty Programme and other shared services (including centralised cluster services)[1].

In the event that the Kuningan Management Agreement is terminated by the Kuningan Operator by reason of any material breach by the Kuningan PropCo, or the Kuningan Management Agreement is terminated by the Kuningan PropCo without cause, the Kuningan PropCo shall compensate the Kuningan Operator an amount based on the management fees payable during the number of days remaining in the Kuningan Initial Term from the date of termination subject to a cap of 1,825 days (five years). No compensation will be payable if the Kuningan Management Agreement is terminated as a result of non-renewal or non-extension of the HGB.

Please refer to paragraph 2.8 of the Letter to Stapled Securityholders in the Circular for further details on the Management Agreements.

1.4. The Proposed Master Lease Renewals

The Managers are also seeking the approval from Stapled Securityholders for the proposed renewal of three French master lease agreements (each, a "**Renewed French Master Lease Agreement**", and collectively, the "**Renewed French Master Lease Agreements**", and the proposed renewals, the "**Proposed Master Lease Renewals**") for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions. Each of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris is a serviced residence property in France.

The existing French master lease agreements are due for renewal on 31 December 2023, and each of them have been entered into with Citadines SA (a wholly owned subsidiary of The Ascott Limited) as master lessee. Each of the Renewed French Master Lease Agreements shall be for a period of 12 years commencing 1 January 2024.

Please refer to paragraph 4 of the Letter to Stapled Securityholders in the Circular for further details.

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1 The Ascott BITS fees amount to IDR360,000 (approximately S$31.80) per unit per month, the global marketing fee amounts to 0.5% of the total revenue, the trade mark fee amounts to 0.5% of the total revenue, the global reservation services fees and the Ascott Loyalty Programme fees are at prevailing rates per reservation while the centralised cluster services fees are to be charged out at a reasonable proportion of cost.

1.5. Interested Person Transaction and Interested Party Transaction

As at the Latest Practicable Date, CLI, through its wholly owned subsidiaries (including its interest in each of the Managers), has an aggregate deemed interest in 1,062,099,751 Stapled Securities, which comprises approximately 28.25% of the total number of Stapled Securities in issue as at the Latest Practicable Date[1], and is therefore regarded as a controlling Stapled Securityholder within the meaning of the Listing Manual and Appendix 6 of the Code on Collective Investment Schemes (the "**Property Funds Appendix**") issued by the Monetary Authority of Singapore ("**MAS**", and a controlling Stapled Securityholder, a "**Controlling Stapled Securityholder**")[2] of CLAS under both the Listing Manual and the Property Funds Appendix.

In addition, as the Managers are each a wholly owned subsidiary of CLI, CLI is therefore regarded as a controlling shareholder (a "**Controlling Shareholder**")[3] of each of the Managers under both the Listing Manual and the Property Funds Appendix.

1.5.1. Proposed Acquisitions as an Interested Person Transaction and an Interested Party Transaction

Each of the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor is a wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI.

For the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Cavendish Vendor, the Temple Bar Vendor and the Kuningan Vendor (being associates of CLI, which is a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) are (for the purpose of the Listing Manual) "interested persons" and (for the purpose of the Property Funds Appendix) "interested parties" of CLAS.

Therefore, the Proposed Acquisitions will constitute an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix, in respect of which the approval of Stapled Securityholders is required.

(See paragraph 6.2 of the Letter to Stapled Securityholders in the Circular for further details.)

1.5.2. Proposed Entry into the Management Agreements as an Interested Person Transaction

As each of the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI (being a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers), each of the Cavendish Operator, the Temple Bar Operator and the Kuningan Operator (being a subsidiary of a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) is (for the purposes of the Listing Manual) an "interested person" of CLAS.

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1 Based on a total number of 3,759,135,035 Stapled Securities in issue as at the Latest Practicable Date.

2 A person who: (a) holds directly or indirectly, 15.0% or more of the total voting rights in CLAS. The SGX-ST may determine that such a person is not a controlling Stapled Securityholder; or (b) in fact exercises control over CLAS.

3 A person who: (a) holds directly or indirectly, 15.0% or more of the total voting rights in the company. The SGX-ST may determine that such a person is not a controlling shareholder; or (b) in fact exercises control over a company.

Accordingly, the entry into the Management Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Stapled Securityholders is required.

In approving the Proposed Acquisitions, Stapled Securityholders are deemed to have approved all such acts and things and documents which are required to be executed by the parties in order to give effect to the Proposed Acquisitions and the Management Agreements.

(See paragraph 6.2 of the Letter to Stapled Securityholders in the Circular for further details.)

1.5.3. Proposed French Master Lease Renewals as an Interested Person Transaction

As Citadines SA, being the master lessee of each of the Renewed French Master Lease Agreements, is an indirect wholly owned subsidiary of The Ascott Limited, which is a wholly owned subsidiary of CLI (being a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers), Citadines SA (being a subsidiary of a Controlling Stapled Securityholder of CLAS and a Controlling Shareholder of each of the Managers) is (for the purposes of the Listing Manual) an "interested person" of CLAS.

Accordingly, the entry into the Renewed French Master Lease Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Stapled Securityholders is required (and together with the Proposed Acquisitions and the proposed entry into the Management Agreements, the "**IPT Transactions**").

(See paragraph 6.2 of the Letter to Stapled Securityholders in the Circular for further details.)

1.5.4. Requirement for Stapled Securityholders' approval under Chapter 9 of the Listing Manual

Under Chapter 9 of the Listing Manual, where CLAS proposes to enter into a transaction with an interested person and the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S$100,000, entered into with the same interested person during the same financial year) is equal to or exceeds 5.0% of the CLAS Group's latest audited net tangible assets ("**NTA**"), Stapled Securityholders' approval is required in respect of the transaction.

Based on the 2022 Audited Consolidated Financial Statements, the NTA of the CLAS Group was S$3,965.4 million (represented by Stapled Securityholders' funds) as at 31 December 2022. Accordingly, if the value of a transaction which is proposed to be entered into in the current financial year by CLAS with an interested person is, either in itself or in aggregation with all other earlier transactions (each of a value equal to or greater than S$100,000) entered into with the same interested person during the current financial year, equal to or exceeds S$198.3 million, such a transaction would be subject to Stapled Securityholders' approval.

Given that:

(i) the aggregate Purchase Consideration of the Proposed Acquisitions to be entered into by the CLAS Group is S$357.8 million;

(ii) the aggregate value of the management fees under the Management Agreements to be entered into by the CLAS Group is S$188.2 million; and

(iii) the aggregate value of the rent under the Proposed French Master Lease Renewals to be entered into by the CLAS Group is S$112.8 million,

the value of the IPT Transactions is approximately S$658.8 million, representing approximately 16.6% of CLAS' latest audited NTA.

As this value exceeds 5.0% of CLAS' latest audited NTA, the IPT Transactions are subject to Stapled Securityholders' approval under Chapter 9 of the Listing Manual.

1.5.5. Requirement for Stapled Securityholders' approval under Paragraph 5 of the Property Funds Appendix

Paragraph 5 of the Property Funds Appendix also imposes a requirement for Stapled Securityholders' approval for an interested party transaction by CapitaLand Ascott REIT whose value exceeds 5.0% of CapitaLand Ascott REIT and its subsidiaries' (the "**CapitaLand Ascott REIT Group**") latest audited NAV.

Based on the 2022 Audited Consolidated Financial Statements, the NAV of the CapitaLand Ascott REIT Group was S$3,449.6 million (represented by Stapled Securityholders' funds) as at 31 December 2022. Accordingly, if the value of a transaction which is proposed to be entered into by CapitaLand Ascott REIT with an interested party is equal to or greater than S$172.5 million, such a transaction would be subject to Stapled Securityholders' approval.

The aggregate purchase consideration of the Cavendish Share Acquisition and the Kuningan Share Acquisition to be entered into by the CapitaLand Ascott REIT Group is S$254.1 million, representing approximately 7.4% of CapitaLand Ascott REIT's latest audited NAV. As this value exceeds 5.0% of CapitaLand Ascott REIT's latest audited NAV, the Cavendish Share Acquisition and the Kuningan Share Acquisition are subject to Stapled Securityholders' approval under the Property Funds Appendix.

We, Deloitte & Touche Corporate Finance Pte. Ltd. ("**DTCF**"), have been appointed as independent financial adviser (the "**IFA**") pursuant to Rule 921(4)(a) of the Listing Manual as well as to advise the independent directors of the Managers (the "**Independent Directors**"), the audit committee of the Managers (the "**Audit Committee**") and DBS Trustee Limited, in its capacity as trustee of CapitaLand Ascott REIT, on whether the IPT Transactions are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders.

This IFA Letter, which sets out our evaluation for the Independent Directors, the Audit Committee, and the Trustee in respect of this engagement, is an integral part of the Circular.

2. Terms of Reference

Our responsibility is to provide our opinion as to whether the IPT Transactions are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders and whether the Independent Directors and the Audit Committee should recommend the minority Stapled Securityholders to vote in favour or against the resolutions in respect of the IPT Transactions. We are providing our services to also comply with the latest Guidelines on Independent Financial Advisers published by the SGX-ST on 3 July 2023.

We were neither a party to the negotiations entered into by CLAS in relation to the IPT Transactions nor were we involved in the deliberations leading up to the decision on the part of the Managers to undertake the IPT Transactions.

We do not, by this IFA Letter or otherwise, advise or form any judgement on the strategic, commercial, or financial merits or risks of the IPT Transactions. All such evaluations, advice, judgements, or comments remain the sole responsibility of the directors of the Managers (the "**Directors**"), the Managers and their advisers. We have however drawn upon such evaluations, judgements and comments as we deem necessary and appropriate in arriving at our opinion.

The scope of our appointment does not require us to express, and nor do we express, a view on the future growth prospects, earnings potential, or value of CLAS. We do not express any view as to the price at which the Stapled Securities may trade upon completion of the IPT Transactions on the future value, financial performance, or condition of CLAS after the IPT Transactions.

It is also not within our terms of reference to compare the merits of the IPT Transactions to any alternative arrangements that were or may have been available to CLAS. Such comparison and consideration remain the responsibility of the Directors, the Managers, and their advisers.

In the course of our evaluation, we have held discussions with the Managers and have considered the information contained in the Circular, publicly available information collated by us as well as information, both written and verbal, provided to us by the Managers. We have relied upon and assumed the accuracy of the relevant information, both written and verbal, provided to us by the aforesaid parties and have not independently verified such information, whether written or verbal, and accordingly cannot and do not warrant, and do not accept any responsibility for the accuracy, completeness, and adequacy of such information. We have not independently verified and have assumed that all statements of fact, belief, opinion, and intention made by the Directors in the Circular have been reasonably made after due and careful enquiry. Accordingly, no representation or warranty (whether express or implied) is made, and no responsibility is accepted by us concerning the accuracy, completeness, or adequacy of such information. We have nonetheless made reasonable enquiries and exercised our judgement on the reasonable use of such information and have found no reason to doubt the accuracy or reliability of such information.

We have not made any independent evaluation or appraisal of the assets and liabilities (including, without limitation, the real properties) of CLAS, CapitaLand Ascott REIT, CapitaLand Ascott BT or the IPT Transactions.

We have been furnished with the independent valuation reports (the "**Independent Valuation Reports**") in relation to the Properties prepared by SG&R Valuation Services Company LLC ("**HVS London**") and SG&R Singapore Pte Ltd ("**HVS Singapore**") (collectively, "**HVS**"), and Cushman & Wakefield Debenham Tie Leung Limited ("**C&W London**"), Cushman & Wakefield Ireland ("**C&W Ireland**"), and Cushman & Wakefield VHS Pte. Ltd. ("**C&W Singapore**") (collectively, "**C&W**"), (collectively, HVS and C&W are known as the "**Independent Valuers**"). We note that C&W Singapore had engaged KJPP Willie Prasetio dan Rekan ("**KJPP**") to perform the valuation of Ascott Kuningan Jakarta and C&W Singapore has reviewed the valuation performed by KJPP.

We have been furnished with the lease benchmarking report issued by HVS London in relation to the Renewed French Master Lease Agreements.

With respect to the independent valuation reports and the lease benchmarking report, we are not experts and do not hold ourselves to be experts in the evaluation of the assets concerned and have relied solely upon such reports.

Our views are based on market, economic, industry, monetary and other conditions (where applicable) prevailing on, and our analysis of the information made available to us as at the Latest Practicable Date. We assume no responsibility to update, revise or reaffirm our opinion, factors, or assumptions in light of any subsequent development after the Latest Practicable Date that may affect our opinion or factors, or assumptions contained herein. Stapled Securityholders should take note of any announcements relevant to their considerations of the IPT Transactions which may be released by the Managers after the Latest Practicable Date.

We have not had regard to the general or specific investment objectives, financial situation, tax position, risk profiles or unique needs and constraints of any Stapled Securityholders. As the Stapled Securityholders will have different investment objectives, we advise the Independent Directors and the Audit Committee to recommend that any Stapled Securityholders who may require specific advice in relation to his or her specific investment objectives or portfolio should consult his or her stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers.

This IFA Letter is prepared pursuant to Rule 921(4)(a) of the Listing Manual as well as to advise the Independent Directors, the Audit Committee and the Trustee on whether the IPT Transactions are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders and will be incorporated as an Appendix to the Circular. The Managers may not reproduce, disseminate, or quote this IFA Letter or any part thereof for any purpose, other than for any matter relating to the IPT Transactions, without our prior written consent in each instance.

Our opinion is addressed expressly to the Independent Directors, the Audit Committee and the Trustee for their benefit and deliberation in connection with and for the purpose of their consideration of the IPT Transactions. Any recommendation made by the Independent Directors and the Audit Committee to the Stapled Securityholders in respect of the IPT Transactions shall remain the responsibility of the Independent Directors and the Audit Committee. Our opinion in relation to the IPT Transactions, as set out under paragraph 4 of this IFA Letter should be considered in the context of the entirety of our advice.

3. Evaluation of the IPT Transactions

In reaching our recommendation in relation to the IPT Transactions, we have taken into consideration, whether the terms of the IPT Transactions are on normal commercial terms and are not prejudicial to the interests of CLAS and its minority Stapled Securityholders. We have given due consideration to the following factors in our evaluation:

(i) The rationale for and benefits of the IPT Transactions;

(ii) Valuations, valuation approaches and assumptions adopted by the Independent Valuers of the Properties;

(iii) Comparison of the Cavendish Share Acquisition with selected transactions involving hospitality properties in London, United Kingdom;

(iv) Comparison of the Temple Bar Property Acquisition with selected transactions involving hospitality properties in Dublin, Ireland;

(v) Comparison of the Kuningan Share Acquisition with selected transactions involving serviced residences and hospitality properties in Jakarta, Indonesia;

(vi) Comparison of the Properties as compared to the existing portfolio of CLAS;

(vii) Comparison of key terms of the Cavendish Management Agreement with hotel management agreements of comparable hospitality properties in the United Kingdom (“**UK**”);

(viii) Comparison of key terms of the Temple Bar Management Agreement with hotel management agreements of comparable hospitality properties in Ireland;

(ix) Comparison of key terms of the Kuningan Management Agreement with serviced residence management agreements of comparable hospitality properties in Indonesia;

(x) Review of the key terms of the Renewed French Master Lease Agreements; and

(xi) The pro forma financial effects of the IPT Transactions.

3.1 Rationale for and Benefits of the Proposed Acquisitions

The overarching rationale and key benefits of the Proposed Acquisitions are set out in paragraph 3 of the Letter to Stapled Securityholders in the Circular and reproduced in italics below.

3.1 Enhance DPS to Stapled Securityholders

*The earnings before interest, taxes, depreciation and amortisation (“**EBITDA**”) yield*[1] *of the Proposed Acquisitions is 5.1% on a pro forma basis for the financial year ended 31 December 2022 (“**FY 2022**”). Excluding the Milestone Payments which are to be made only when 70% of the renovations of The Cavendish London and Temple Bar Hotel are completed, the EBITDA yield of the Proposed Acquisitions is 6.2%.*

CLAS’ total distribution is expected to increase by S$13.5 million following the Proposed Acquisitions, translating to a DPS accretion of 1.8%[2]*. CLAS’ distribution yield is expected to increase from 5.4% to 5.5%.*

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1 EBITDA yield is based on Agreed Property Value and before asset enhancement initiatives, if any (unless otherwise stated).

2 Please refer to paragraph 5 of the Letter to Stapled Securityholders in the Circular for the assumptions in relation to the pro forma financial effects.

3.2 Properties are located in prime locations of key capital cities, positioned to benefit from the recovery in travel demand

The Cavendish London is located in the exclusive Mayfair high-end shopping district of central London, within a 5- to 10-minute drive from iconic attractions including the Buckingham Palace, Big Ben, West End theatre, Piccadilly Circus, as well as royal parks such as Green Park and Hyde Park. It is situated in Jermyn Street, an established retail and urban leisure street with bespoke gentlemen's clothing stores and shoemakers as well as being next to the British luxury department store, Fortnum and Mason.

*London, the capital city of the United Kingdom, is one of the stronger performing markets in the CLAS portfolio and globally. London's market revenue per available unit ("**RevPAU**") for the first half of 2023 was 112% of the same period in 2019[1]. The EBITDA yield of the pre-renovated The Cavendish London is 4.1% on a FY 2022 pro forma basis[2]. Excluding the Cavendish Milestone Payment, the EBITDA yield is 5.0%.*

Dublin is the capital city of Ireland. According to HVS London, it is home to some of the world's largest pharmaceutical companies and it is one of the IT hubs of Europe[3]. Temple Bar Hotel is located in the Temple Bar area, which is a key tourist destination and entertainment district of Dublin. The property is within a 5- to 10-minute walk from Dublin's shopping streets, such as Grafton Street and Henry Street, as well as renowned landmarks such as Trinity College, Dublin Castle and National Gallery of Ireland. It is also close to Dublin's central business district.

While Dublin is a new market for CLAS, it has seen strong growth in the decade leading up to the COVID-19 pandemic[4]. From 2009 to 2019, the number of visitors to Dublin grew at a strong, compounded annual growth rate of 4.0%. In 2019, Dublin was one of the best performing European cities in terms of occupancy, behind only London and Amsterdam[5]. In the first half of 2023, Dublin's market RevPAU was 110% of pre-COVID-19 levels[6], and is poised to grow even stronger as international travel resumes[7]. The Property's EBITDA yield is 7.6% on a FY 2022 pro forma basis. Excluding the Temple Bar Milestone Payment, the EBITDA yield is 10.8%.

Ascott Kuningan Jakarta is located in Jakarta, the capital city of Indonesia. The property is situated in an embassy district within The Golden Triangle, the main business, financial and commercial hub of Jakarta. Various important financial buildings are located within this central business district, such as the Indonesian Stock Exchange, Treasury Tower, Equity Tower as well as District 8, an upscale mixed-use development. Ascott Kuningan Jakarta is part of Ciputra World 1, an integrated development that comprises an upscale shopping centre, Lotte Shopping Avenue, and Artpreneur centre, which comprises a museum, art gallery, theatre, and an office tower.

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1 Source: Extracted from STR database.

2 Please refer to paragraph 3.3 of the Letter to Stapled Securityholders in the Circular for details on the EBITDA yield post-renovation.

3 See Appendix C for the market research report

4 See Appendix C for the market research report

5 Source: CBRE (April 2021) – "The Future of Demand for the Dublin Hotel Market".

6 Source: Extracted from STR database.

7 Source: STR (November 2022) – "Ireland's hotel industry is well-positioned heading into 2023".

Jakarta is a historically resilient market for CLAS as its portfolio of serviced residences in Jakarta has a higher proportion of long stays. At the height of COVID-19 in 2020 and 2021, Ascott Kuningan Jakarta maintained healthy occupancies of approximately 70% to 80%. Jakarta's market RevPAU in the first half of 2023 was 111% of pre-COVID-19 levels[1]. The continued return of international visitors to Jakarta is expected to provide a further boost to the Property's performance. The Property's EBITDA yield is 6.7% on a FY 2022 pro forma basis.

Upon completion of the Proposed Acquisitions, all three Properties will be under the Management Agreements, with two of them (The Cavendish London and Temple Bar Hotel) having a MGI provision. The Management Agreements allow Stapled Securityholders to benefit from the upside as travel demand continues to recover, while the MGI provision provides downside protection.

3.3 Excellent value-add opportunity in The Cavendish London

The Cavendish London is the largest asset amongst the Properties, comprising approximately 70% of the total Agreed Property Value of the Proposed Acquisitions. It is a rare opportunity to acquire an asset in the exclusive Mayfair area in London.

*The renovation to rebrand The Cavendish London under "The Crest Collection", a luxury brand managed by The Ascott Limited, will improve the property positioning, as well as the EBITDA yield and value. The scope of the renovation includes (i) the refurbishment and reconfiguration of existing rooms, (ii) the refurbishment of the common areas and lobby, (iii) the addition of a winter garden and a mezzanine floor, and (iv) mechanical and electrical ("**M&E**") replacement and upgrades.*

The renovation will be carried out from the fourth quarter of 2024 to the fourth quarter of 2025, with a temporary closure of the property during some months of the renovation period. CLAS will distribute past divestment gains to mitigate the impact from the renovation. The renovation costs will be co-shared with the Cavendish Operator. CLAS will contribute approximately GBP27.5 million (approximately S$47.6 million)[2] of the estimated renovation costs of GBP55.0 million (approximately S$95.2 million).

Based on the valuation by HVS London, the valuation of The Cavendish London is expected to be GBP316.0 million (approximately S$547.2 million) following the renovation and stabilisation of the property in 2027, an increase of GBP101.0 million (approximately S$174.9 million) from the valuation of GBP215.0 million (approximately S$372.3 million) on 30 June 2023. At stabilisation, The Cavendish London is expected to achieve an EBITDA yield[3] on total capitalised cost of approximately 6.5%.

1 Source: Extracted from STR database.

2 This is expected to be partially funded by cash generated from operations and debt.

3 Based on stabilised EBITDA before FF&E (as defined herein) reserves in year 2027/28 over The Cavendish London's Agreed Property Value (GBP215.0 million (approximately S$372.3 million), estimated capitalised costs (GBP3.8 million (approximately S$6.6 million)), and estimated proportion of project cost attributable to CLAS (GBP27.5 million (approximately S$47.6 million)). Such EBITDA figures are from the HVS London valuation on a stabilised basis.

3.4 Opportunity to acquire green, sustainably managed properties

Ascott Kuningan Jakarta and Temple Bar Hotel have obtained green certification in June 2023 and August 2023 respectively. The Cavendish London is expected to be green certified after the renovation is completed.

Including the Proposed Acquisitions, CLAS' proportion of green certified properties (by gross floor area) is expected to increase from approximately 38% as at May 2023 to 39%, in line with CLAS' target to green 50% of its portfolio by 2025.

3.2 Rationale for the Proposed Renewals of the Three French Master Lease Agreements

The rationale for the Proposed French Master Lease Renewals is set out in paragraph 4.2 of the Letter to the Stapled Securityholders in the Circular, which are reproduced in italics below.

4.2.1 the rent to be received by CLAS in FY 2024 as shown in the table above under the proposed rent structure is estimated to be approximately 33.3% higher than the rent in FY 2022;

4.2.2 the fixed rent of each of the Renewed French Master Lease Agreements provides certainty to CLAS' income;

4.2.3 the variable rent of each of the Renewed French Master Lease Agreements allows CLAS to enjoy greater upside from the travel recovery and demand drivers in Paris and Lyon. Paris is a key gateway city in the most visited country globally[1]*. The city has a strong and well-diversified leisure base and multiple demand drivers, such as business, entertainment, fashion and sports. The city of Paris is also hosting the 2024 Summer Olympics, which will be an added tourism boost to the city. Lyon is the second largest tourist destination in France*[2] *(after Paris), and is also known as the French capital of gastronomy*[3]*;*

4.2.4 Citadines SA, the master lessee for each of the Renewed French Master Lease Agreements, is an indirect wholly owned subsidiary of The Ascott Limited, which is one of the leading international lodging owner-operators. The Ascott Limited operates more than 40 properties across Europe, with a strong track record and extensive operational resources in France; and

4.2.5 any change to the master lessee would lead to disruption.

3.3 Valuation, valuation approaches and assumptions adopted by the Independent Valuers of the Properties

The Manager has commissioned an independent property valuer, SG&R Valuation Services Company LLC ("**HVS London**"), and the Trustee has commissioned another independent property valuer, Cushman & Wakefield Debenham Tie Leung Limited ("**C&W London**"), to value The Cavendish London as at 30 June 2023 using the discounted cash flow method. HVS London has valued The Cavendish London at GBP215.0 million (approximately S$372.3 million). Cushman & Wakefield Debenham Tie Leung Limited has valued The Cavendish London at GBP215.5 million (approximately S$373.2 million).

1 Source: UNWTO (May 2023) – World Tourism Barometer.

2 Source: Only Lyon (Official website for tourism for Lyon) – Key figures dated as of 11 May 2023.

3 Source: Explore France (website by France's National Tourism Development Agency) – Lyon.

The Trustee-Manager has commissioned two independent property valuers, HVS London and Cushman & Wakefield Ireland ("**C&W Ireland**"), to respectively value Temple Bar Hotel as at 30 June 2023 using the discounted cash flow method. HVS London has valued Temple Bar Hotel at EUR78.2 million (approximately S$115.9 million). Cushman & Wakefield Ireland has valued Temple Bar Hotel at EUR71.9 million (approximately S$106.5 million).

The Manager has commissioned an independent property valuer, SG&R Singapore Pte Ltd ("**HVS Singapore**"), and the Trustee has commissioned another independent property valuer, Cushman & Wakefield VHS Pte. Ltd. ("**C&W Singapore**"), to value Ascott Kuningan Jakarta as at 30 June 2023 using the discounted cash flow method. HVS Singapore has valued Ascott Kuningan Jakarta at IDR642.4 billion (approximately S$56.8 million). Cushman & Wakefield VHS Pte. Ltd. has valued Ascott Kuningan Jakarta at IDR636.0 billion (approximately S$56.2 million).

The valuation summary letter and certificates by the Independent Valuers are set out in Appendix B of the Circular.

We set out below definitions of the key terms that have been adopted by the Independent Valuers in relation to the Properties:

Standards and definitions adopted by the Independent Valuers

Definitions	
Valuation standards	The Independent Valuers' reports have been prepared in accordance with the International Valuation Standards.
Market value	Market Value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Sources: The Independent Valuers' reports

We set out below a brief summary of the key valuation assumptions adopted by the Independent Valuers in relation to the Properties:

Key valuation assumptions adopted by the Independent Valuers

The Cavendish London

Valuer	Valuation methodology	Assumptions
HVS	Discounted cash flow	Discount rate: 7.75%
		Terminal cap rate: 4.50%
C&W	Discounted cash flow	Discount rate: 8.00%
		Terminal cap rate: 5.00%

Sources: HVS London, C&W London

Temple Bar Hotel

Valuer	Valuation methodology	Assumptions
HVS	Discounted cash flow	Discount rate: 9.75%
		Terminal cap rate: 6.00%
C&W	Discounted cash flow	Discount rate: 9.89%
		Terminal cap rate: 7.39%

Sources: HVS London, C&W Ireland

Ascott Kuningan Jakarta

Valuer	Valuation methodology	Assumptions
HVS	Discounted cash flow	Discount rate: 11.00%
		Terminal cap rate: 8.00%
C&W	Discounted cash flow	Discount rate: 10.97%
		Terminal cap rate: 7.38%

Sources: HVS Singapore, C&W Singapore

We set out below a summary of market values adopted by the Independent Valuers in relation to the Properties and made a comparison to the agreed property values of the Properties as set out in the Circular. Any differences between the average market values and the listed market values are due to rounding differences.

The Cavendish London

Property	Market value		Average market value	Agreed property value (GBP'mn)
	HVS (GBP'mn)	C&W (GBP'mn)	(GBP'mn)	
The Cavendish London	215.0	215.5	215.3	215.0

Sources: HVS London, C&W London, Circular

Temple Bar Hotel

Property	Market value		Average market value	Agreed property value (EUR'mn)
	HVS (EUR'mn)	C&W (EUR'mn)	(EUR'mn)	
Temple Bar Hotel	78.2	71.9	75.1	70.0

Sources: HVS London, C&W Ireland, Circular

Ascott Kuningan Jakarta

Property	Market value		Average market value	Agreed property value (IDR'bn)
	HVS (IDR'bn)	C&W (IDR'bn)	(IDR'bn)	
Ascott Kuningan Jakarta	642.4	636.0	639.2	620.0

Sources: HVS Singapore, C&W Singapore, Circular

The agreed property value of The Cavendish London is lower than the market value of C&W London, equal to the market value of HVS London, and lower than the average market value of both Independent Valuers. The agreed property value for each of Temple Bar Hotel and Ascott Kuningan Jakarta is lower than both Independent Valuers' market values and lower than the respective average market values.

3.4 Comparison of The Cavendish London with selected transactions involving hospitality properties in the UK

We have compiled information in respect of the transacted values and the number of rooms of the selected hospitality properties in the UK, in order to provide benchmarks for the price per key as implied by the acquisition of The Cavendish London.

When selecting the hospitality properties, we compared The Cavendish London with comparable upper-upscale hotels in London (the "**Comparable UK Transacted Properties**").

We highlight that any benchmarking exercise can serve as an illustrative guide only. Further caveats should be made by the knowledge that the Comparable UK Transacted Properties differ from The Cavendish London in many aspects, such as age, location, accessibility, profile, proximity to major venues and/or attractions, lease profile and other relevant factors.

Property	Transaction date	Type of property	Rating	Transacted value (GBP'mn)	No. of keys	Price per key (GBP'mn)
The Dilly, Piccadilly	2018	Hotel	Upper Upscale	268.5	283	0.95
The Trafalgar St James London	2022	Hotel	Upper Upscale	130.0	131	0.99
Park Lane Mews Hotel	2021	Hotel	Upper Upscale	75.0	72	1.04
Maximum						**1.04**
Mean						**0.99**
Median						**0.99**
Minimum						**0.95**
The Cavendish London	2023	Hotel	Upper Upscale(1)	215.0	230	0.93

Sources: HVS London, C&W London

Note:

(1) The Cavendish London is expected to be repositioned as a luxury hotel post-renovation.

Based on the table above, we note that the price per key of The Cavendish London is lower than the mean and median, and lower than the range, of the price per key of the Comparable UK Transacted Properties.

3.5 Comparison of Temple Bar Hotel with selected transactions involving hospitality properties in Ireland

We have compiled information in respect of the transacted values and the number of rooms of the selected hotel properties in Dublin, Ireland, in order to provide benchmarks for the price per key as implied by the acquisition of Temple Bar Hotel.

When selecting the hotel properties, we compared Temple Bar Hotel with comparable upscale and upper upscale hotels in Dublin (the "**Comparable Ireland Transacted Properties**").

We highlight that any benchmarking exercise can serve as an illustrative guide only. Further caveats should be made by the knowledge that the Comparable Ireland Transacted Properties differ from Temple Bar Hotel in many aspects, such as age, location, accessibility, profile, proximity to major venues and/or attractions, lease profile and other relevant factors.

Property	Transaction date	Type of property	Rating	Transacted value (EUR'mn)	No. of keys	Price per key (EUR'mn)
Brooks Hotel	2023	Hotel	Upscale	50.5	98	0.52
Morrison Hotel	2021	Hotel	Upper Upscale	65.0	141	0.46
Maximum						**0.52**
Mean						**0.49**
Median						**0.49**
Minimum						**0.46**
Temple Bar Hotel	2023	Hotel	Upscale	70.0	136	0.51

Sources: HVS London, C&W Ireland

Based on the table above, we note that the price per key of Temple Bar Hotel is higher than the mean and median, but within the range, of the price per key of the Comparable Ireland Transacted Properties.

Temple Bar Hotel differs from the Brooks Hotel in that it derives a much larger revenue contribution from its F&B business. Based on our discussions with the Independent Valuers, the contribution of F&B revenue creates more value for the property, given that Temple Bar Hotel is located along Fleet Street, which is one of the busiest entertainment districts in Dublin.

Furthermore, the transacted price of Morrison Hotel was most likely affected by the COVID-19 pandemic given the timing of the transaction. Hence, the price per key would not have been reflective of its value in a post-COVID-19 environment.

3.6 Comparison of Ascott Kuningan Jakarta with selected transactions involving hospitality properties in Jakarta, Indonesia

We have compiled information in respect of the transacted values and the number of rooms of the selected hotels and serviced residences in Jakarta, Indonesia in order to provide benchmarks for the price per key as implied by the acquisition of Ascott Kuningan Jakarta.

When selecting the hotel and serviced residence properties, we compared Ascott Kuningan Jakarta with comparable hotels and serviced residences in Jakarta (the "**Comparable Indonesia Transacted Properties**").

We highlight that any benchmarking exercise can serve as an illustrative guide only. Further caveats should be made by the knowledge that the Comparable Indonesia Transacted Property (as defined below) differ from the Ascott Kuningan Jakarta in many aspects, such as the type of property, age, location, accessibility, profile, proximity to major venues and/or attractions, lease profile and other relevant factors.

Property	Transaction date	Type of property	Rating	Transacted value (IDR'bn)	No. of keys	Price per key (IDR'bn)
Pullman Jakarta Central Park	2020	Hotel	Upper Upscale	919.3	317	2.90
Thamrin Nine Tower 2	2020	Hotel	n.a.	694.9	154	4.51
Ascott Sudirman Jakarta	2017	Serviced residence	Upper Upscale	730.9	192	3.81
Maximum						**4.51**
Mean						**3.74**
Median						**3.81**
Minimum						**2.90**
Ascott Kuningan Jakarta	2023	Serviced residence	Upper Upscale	620.0	185	3.35

Sources: HVS Singapore, C&W Singapore

The price per key of Ascott Kuningan Jakarta is lower than the mean and median, and within the range of the price per key of the Comparable Indonesia Transacted Properties.

The acquisition of Ascott Sudirman Jakarta in 2017 would be the most comparable transaction. It is just a few streets away from Ascott Kuningan Jakarta and has the same property type and similar average room size and facilities. Ascott Sudirman Jakarta transacted at a slightly higher price per key in 2017 because the condition of the hotel was new and did not require further renovation.

Built in 2011, Pullman Jakarta Central Park traded at a relatively lower price as it is located at West Jakarta and has smaller room sizes. On the other hand, Thamrin Nine Tower 2, a mixed-use development, fetched a higher price per key as it is situated along Jalan MH Thamrin Jakarta Pusat, a prestigious address in Indonesia's golden triangle, and is directly connected to a new underground MRT station.

3.7 Comparison of the Properties as compared to the existing portfolio of CLAS

In our evaluation, we have compared the pro forma EBITDA yield for FY 2022 of the Properties to the actual EBITDA yield of comparable properties in the existing portfolio of CLAS for the financial year ended 31 December 2022 (the "**FY 2022 EBITDA Yield**", and the existing portfolio of CLAS being the "**Existing Portfolio**"). As properties in different countries typically have different EBITDA yields, it is only relevant to compare the Properties to comparable properties that are located in the same respective countries within the Existing Portfolio.

We also recognised that the comparable properties in the Existing Portfolio are not identical to the Properties in many aspects, such as the type of property, age, location, accessibility, profile, proximity to major venues and/or attractions, lease profile and other relevant factors. The comparison between the Properties and the Existing Portfolio serves as an illustrative guide to provide a broad and indicative benchmark for assessing the acquisition of the Properties and care has to be taken in the selection and use of any individual data point for the same purpose. Accordingly, the Independent Directors, the Audit Committee and the Trustee should note that any comparison made with respect to the comparable properties in the Existing Portfolio serves as an illustrative guide only.

The tables below illustrate the average pro forma EBITDA yield of the Properties for FY 2022 and the actual FY 2022 EBITDA Yield of the properties in the Existing Portfolio located in each of the respective countries.

<u>UK</u>

Property	**Type of property**	**FY 2022 EBITDA Yield**
Citadines Barbican London	Serviced Residence	5.9%
Citadines Holborn-Covent Garden London	Serviced Residence	4.0%
Citadines South Kensington London	Serviced Residence	4.2%
Citadines Trafalgar Square London	Serviced Residence	5.3%
Maximum		**5.9%**
Mean		**4.9%**
Median		**4.8%**
Minimum		**4.0%**
The Cavendish London	Hotel	4.1%

Source: Circular, The Managers

We note that the pro forma FY 2022 EBITDA Yield of The Cavendish London is lower than the mean and median, and within the range, of the FY 2022 EBITDA Yield of the comparable properties in the Existing Portfolio in the UK.

The properties in the Existing Portfolio that are located in the UK comprise 4 serviced residence properties in London, being the Citadines Barbican London, the Citadines Trafalgar Square London, the Citadines Holborn-Covent Garden London, and the Citadines South Kensington London (the "**Comparable UK Existing Properties**").

The relatively lower yield of The Cavendish London is due to: (i) the FY 2022 EBITDA being derived from the property's current condition (pre-renovation); (ii) the valuation of GBP215.0mn being a value that has factored the partial increase in post-renovation income. On a stabilised basis, the property is expected to achieve an EBITDA yield[1] on total capitalised cost of approximately 6.5%.

Ireland

Property	Type of property	FY 2022 EBITDA Yield
Temple Bar Hotel	Hotel	7.6%

Source: Circular

Based on the table above, we note that the pro forma FY 2022 EBITDA Yield of the Temple Bar Hotel is 7.6%.

Based on our discussions with the Managers, there are no existing properties in Ireland within the portfolio for comparison.

Indonesia

Property	Type of property	FY 2022 EBITDA Yield
Ascott Jakarta	Serviced Residence	6.1%
Somerset Grand Citra Jakarta	Serviced Residence	4.9%
Maximum		**6.1%**
Mean		**5.5%**
Median		**5.5%**
Minimum		**4.9%**
Ascott Kuningan Jakarta	Serviced Residence	6.7%

Source: Circular, The Managers

Based on the table above, we note that the pro forma FY 2022 EBITDA Yield of Ascott Kuningan Jakarta is higher than the mean and median, and higher than the range of the FY 2022 EBITDA Yield of the comparable properties in the Existing Portfolio in Indonesia.

The properties in the Existing Portfolio that are located in Indonesia comprise 2 serviced residence properties, namely, the Ascott Jakarta and the Somerset Grand Citra Jakarta serviced residences (the "**Comparable Indonesia Existing Properties**"). Amongst the two, the Somerset Grand Citra Jakarta serviced residence in the Existing Portfolio is deemed most comparable to Ascott Kuningan Jakarta in terms of location and similar quality. It is in close proximity to Ascott Kuningan Jakarta, which is in the heart of Jakarta's main business and shopping areas.

1 Based on stabilised EBITDA before FF&E (as defined herein) reserves in year 2027/28 over The Cavendish London's agreed property value (GBP215.0 million (approximately S$372.3 million), estimated capitalised costs (GBP3.8 million (approximately S$6.6 million)), and estimated proportion of project cost attributable to CLAS (GBP27.5 million (approximately S$47.6 million)). Such EBITDA figures are from the HVS London valuation on a stabilised basis.

3.8 Comparison of key terms of the Cavendish Management Agreement with hotel management agreements of comparable hospitality properties in the UK

We have compared the key terms of the Cavendish Management Agreement with those of comparable hotels in the UK that are currently operating under a hotel management agreement (the "**Comparable UK Hotel Management Agreements**").

However, we highlight that the Comparable UK Hotel Management Agreements are not exhaustive, and they differ from the Cavendish Management Agreement in terms of, *inter alia*, lease profile, property type, location of property, scope of the hotel management agreements, track record of each property, local market features and other relevant criteria. As such, the comparison of the fee structures with the Comparable UK Hotel Management Agreements is strictly for reference purposes only.

Comparison of the key terms of the Cavendish Management Agreement with the Comparable UK Hotel Management Agreements is set out in the table below.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
Operating term	Initial term of 30 years.	Common to observe longer term (i.e. longer than 20 years) and other commercial incentives from the owner to allow a return on investment to the operator.	In line with market when assessed collectively with other commercial terms: term length, renovation and rebranding contribution, and profit share.
Base fee	2.5% of total revenue.	1.0% to 3.0% of total revenue.	In line with market.
Incentive fee	Between 7.0% to 9.0% of the gross operating profit of The Cavendish London (with the actual percentage payment depending on the gross operating profit margin generated by The Cavendish London).	5.0% to 10.0% of gross operating profit or adjusted gross operating profit. Adjusted gross operating profit refers to gross operating profit less base fee.	In line with market.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
Global marketing fee	0.5% of total revenue.	0.5% to 2.0% of total revenue.	In line with market.
Trademark fee	0.5% of total revenue.	0.5% to 2.0% of total revenue.	In line with market.
Costs of the renovation and rebranding	The costs of the renovation and rebranding of The Cavendish London is estimated to be GBP55.0 million. The Cavendish Operator will contribute 50% of such costs, ie; GBP27.5 million.	This is more likely to be the case for properties in desirable flagship locations. For conversion projects in prime locations, some operators are willing to offer some form of renovation and rebranding contribution. The amount is determined on a case-by-case basis depending on the targeted internal rate of return required by the operator.	In line with market when assessed collectively with other commercial terms: term length, renovation and rebranding contribution, and profit share.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
MGI	The Cavendish Operator will undertake to pay an amount representing the shortfall (if any) between the actual adjusted gross operating profit and the MGI. Prior to the commencement of the Works, the MGI would be GBP10.8 million (approximately S$18.7 million) per year for The Cavendish London. During the period where the Works are being carried out, the MGI will be reduced depending on the extent of downtime in the operations of The Cavendish London. The MGI for The Cavendish London will be increased to GBP17.5 million (approximately S$30.3 million) after the completion of the Works for a period of five years. The MGI will be reset in the sixth year after the completion of the Works to 65% of the budgeted adjusted gross operating profit and thereafter indexed for inflation.	Reasonable for prime assets in key locations. MGIs are very much tailored to specific agreements and level of financial commitment by operator. MGIs are usually set at a level to cover, at a minimum, interest payments and is around 65% of gross operating profit.	In line with market as location is prime. Stabilised MGI of 65% of adjusted gross operating profit is in line with market.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
	To determine the budgeted adjusted operating profit, per the terms of the Cavendish Management Agreement, the Cavendish Operator will submit its proposed annual business plan for approval by the Cavendish PropCo. The annual business plan includes a review of and comparison with the previous year's plans and actual/forecast performance and an overview of market conditions. The Cavendish Operator will also compare performance of the property against competitive properties in the same area.		
Clawback	After completion of the Works, where the Cavendish Operator is able to achieve an adjusted gross operating profit for The Cavendish London above certain performance thresholds, the Cavendish Operator is entitled to claw back from the Cavendish Top-Up Payment such amount of the adjusted gross operating profit that is in excess of the performance thresholds. The total Cavendish MGI Clawback cannot exceed the amount of the Cavendish Top-Up Payment. The performance threshold is set at GBP17.5 million from the first year to the fifth year after the completion of the Works, and 130% of the prevailing MGI from the sixth year after the completion of the Works.	In most instances where a MGI is provided, a clawback provision is included. This enables the operator to recoup its top-up in exceptional years of performance. The extent of the clawback can vary and is usually limited to the top-up amount that was contributed by operator.	In line with market.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
Profit share	(1) In any year during the period of five years after the completion of the Works, the adjusted gross operating profit after the deduction of GBP17.5 million, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs, will be shared equally by the Cavendish Operator and the Cavendish PropCo; and (2) In any year from the sixth year to the tenth year of operations after the completion of the Works, the adjusted gross operating profit after the deduction of the prevailing MGI, the Cavendish MGI Clawback, the incentive management fees, insurances and owner costs, will be shared equally by the Cavendish Operator and the Cavendish PropCo. The total amount the Cavendish Operator is entitled to (if any) for the full ten years after the completion of the Works is capped at GBP10.0 million (approximately S$17.3 million). Such a profit-sharing arrangement would incentivise the Cavendish Operator to achieve a higher level of adjusted gross operating profit.	Reasonable for prime assets in key locations. Terms can vary significantly and depends on the owner's and operator's motivation.	In line with market when assessed collectively with other commercial terms: term length, renovation and rebranding contribution, and profit share.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
Termination	In the event that the Cavendish Management Agreement is terminated by the Cavendish Operator by reason of any material breach of contract by the Cavendish PropCo or the Cavendish Management Agreement is terminated by the Cavendish PropCo without cause, the Cavendish PropCo shall compensate the Cavendish Operator an amount based on the management fees payable during the number of days remaining in the Cavendish Initial Term from the date of termination subject to a cap in the number of days if the termination occurs after Year 10 of the Cavendish Initial Term, as follows: (i) If the termination occurs during Year 11 to Year 20 of the Cavendish Initial Term: the maximum number of days shall be 4,380 days (12 years); and (ii) If the termination occurs during Year 21 to Year 30 of the Cavendish Initial Term: the maximum number of days shall be 1,825 days (five years).	Termination fees calculated based on historical average management fees on unexpired term of the contract.	In line with market.

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
	In the event of termination by the Cavendish PropCo (without cause in breach of contract) or by the Cavendish Operator due to a material breach of contract by the Cavendish PropCo, the Cavendish PropCo will return a percentage of the costs contributed by the Cavendish Operator based on the remaining duration of the Cavendish Initial Term. The percentage of renovation costs contributed to be paid back to the Cavendish Operator is as follows: (i) Year 1 to 15 of the Cavendish Initial Term, 100%; (ii) Year 16 of the Cavendish Initial Term, 70%; (iii) Year 17 of the Cavendish Initial Term, 60%; (iv) Year 18 of the Cavendish Initial Term, 50%; (v) Year 19 of the Cavendish Initial Term, 40%; (vi) Year 20 of the Cavendish Initial Term, 30%; and (vii) Year 21 of the Cavendish Initial Term onwards, 0%.		

Key terms	Cavendish Management Agreement	Comparable UK Hotel Management Agreements	IFA opinion
Commercial management fee	Commercial space management fee which amounts to 3.0% of all rents, license fee and other income receivable from the commercial space, and whenever new leases are entered into or renewed, up to 7.5% of the annual rent is payable.	4-12% of annual commercial lease revenue.	In line with market norms.
Overall conclusion	In line with market.	–	–

Source: Circular, HVS London

Conclusion:

The overall terms of the Cavendish Management Agreement are holistically in line with market. The Cavendish Management Agreement is beneficial to CLAS as there is sharing of risks and rewards between the CLAS and the Cavendish Operator, creating strong alignment of interests (through the Cavendish Operator's contribution to costs of renovation and rebranding and profit share), operational stability by retaining an operator with a strong track record (through the 30-year term with the Cavendish Operator), and long-term downside protection (through the MGI).

The profit share element of the Cavendish Management Agreement is conditional upon achieving certain performance thresholds. Given the maximum profit share of GBP10.0 million and the Cavendish Operator's renovation contribution of GBP27.5 million, CLAS would still benefit from an upside of at least GBP17.5 million. The upside would be higher if we consider the time value of money as the renovation contribution will happen first.

3.9 Comparison of key terms of the Temple Bar Management Agreement with hotel management agreements of comparable hospitality properties in Ireland

We have compared the key terms of the Temple Bar Management Agreement with those of comparable hotels in Ireland that are currently operating under a hotel management agreement (the "**Comparable Ireland Hotel Management Agreements**").

However, we highlight that the Comparable Ireland Hotel Management Agreements are not exhaustive and they differ from the Temple Bar Management Agreement in terms of, *inter alia*, lease profile, property type, location of property, scope of the hotel management agreements, track record of each property, local market features and other relevant criteria. As such, the comparison of the fee structures with the Comparable Ireland Hotel Management Agreements is strictly for reference purposes only.

Comparison of the key terms of the Temple Bar Management Agreement with the Comparable Ireland Hotel Management Agreements is set out in the table below.

Key terms	Temple Bar Management Agreement	Comparable Ireland Hotel Management Agreements	IFA opinion
Operating term	Initial term of 10 years.	20 years.	In line with market.
Base management fee	2.5% of total revenue.	2.0% to 3.0% of total revenue.	In line with market.
Incentive fee	Between 7.0% to 9.0% of the gross operating profit of Temple Bar Hotel (with the actual percentage payment depending on the gross operating profit margin generated by Temple Bar Hotel).	5.0% to 10.0% of gross operating profit or adjusted gross operating profit.	In line with market.
Global marketing fee	0.5% of total revenue.	In line with market range.	In line with market.
Trademark fee	0.5% of total revenue.	In line with market range.	In line with market.
MGI	The Temple Bar Operator will also undertake to pay an amount representing the shortfall (if any) between the actual adjusted gross operating profit and the MGI. Prior to the commencement of the Works, the MGI would be EUR4.2 million (approximately S$6.2 million) per year and thereafter indexed for inflation. During the period where the Works are being carried out, the MGI will be reduced depending on the extent of downtime in the operations of Temple Bar Hotel.	MGIs are very much tailored to specific agreements and level of financial commitment by operator. MGIs are usually set at a level to cover, at a minimum, interest payments and is around 65% of gross operating profit.	In line with market as MGI of EUR4.2 million is around 65% of adjusted gross operating profit based on valuer's projections.

Key terms	Temple Bar Management Agreement	Comparable Ireland Hotel Management Agreements	IFA opinion
Clawback	Where the Temple Bar Operator is able to achieve an adjusted gross operating profit for Temple Bar Hotel above 130% of the prevailing MGI, the Temple Bar Operator is entitled to claw back from the Temple Bar Top-Up Payment such amount of the adjusted gross operating profit that is in excess of the performance thresholds (the "**Temple Bar MGI Clawback**"). The total Temple Bar MGI Clawback cannot exceed the amount of the Temple Bar Top-Up Payment.	In most instances where a MGI is provided, a clawback provision is included. This enables the operator to recoup its top-up in exceptional years of performance. The extent of the clawback can vary and is usually limited to the top-up amount that was contributed by operator.	In line with market.

Key terms	Temple Bar Management Agreement	Comparable Ireland Hotel Management Agreements	IFA opinion
Termination	In the event that the Temple Bar Management Agreement is terminated by the Temple Bar Operator by reason of any material breach of contract by the Temple Bar Purchaser or the Temple Bar Management Agreement is terminated by the Temple Bar Purchaser without cause, then the Temple Bar Purchaser shall compensate the Temple Bar Operator an amount based on the management fees payable during the number of days remaining in the Temple Bar Initial Term from the date of termination subject to a cap of 1,825 days (five years). In the event of termination by the Temple Bar Purchaser (without cause in breach of contract) or by the Temple Bar Operator due to a material breach of contract by the Temple Bar Purchaser, the Temple Bar Purchaser will return a percentage of the costs contributed by the Temple Bar Operator (i.e. EUR0.1 million) based on the remaining duration of the Temple Bar Initial Term.	Termination fees calculated based on historical average management fees on unexpired term of the contract.	In line with market.

Key terms	Temple Bar Management Agreement	Comparable Ireland Hotel Management Agreements	IFA opinion
	The percentage of costs contributed to be paid back to the Temple Bar Operator is as follows: (i) Year 1 to 5 of the Temple Bar Initial Term, 100%; (ii) Year 6 of the Temple Bar Initial Term, 70%; (iii) Year 7 of the Temple Bar Initial Term, 50%; (iv) Year 8 of the Temple Bar Initial Term, 30%; and (v) Year 9 of the Temple Bar Initial Term onwards, 0%.		

Source: Circular, HVS London

The key terms of the Temple Bar Management Agreement are in line with those of Comparable Ireland Hotel Management Agreements.

3.10 Comparison of key terms of the Kuningan Management Agreement with serviced residence management agreements of comparable hospitality properties in Indonesia

We have compared the key terms of the Kuningan Management Agreement with those of comparable serviced residence apartments in Indonesia that are currently operating under a serviced residence management agreement (the "**Comparable Indonesia Serviced Residence Management Agreements**").

However, we highlight that the Comparable Indonesia Serviced Residence Management Agreements are not exhaustive and they differ from the Kuningan Management Agreement in terms of, *inter alia*, lease profile, property type, location of property, scope of the serviced residence management agreements, track record of each property, local market features and other relevant criteria. As such, the comparison of the fee structures with the Comparable Indonesia Serviced Residence Management Agreements is strictly for reference purposes only.

Comparison of the key terms of the Kuningan Management Agreement with the Comparable Indonesia Serviced Residence Management Agreements is set out in the table below.

Key terms	**Kuningan Management Agreement**	**Comparable Indonesia Serviced Residence Management Agreements**	**IFA opinion**
Operating term	10 years.	10 years.	In line with market.
Base management fee	2.5% of total revenue.	2.0% to 3.0% of total revenue.	In line with market.
Incentive fee	Between 5.0% to 8.0% of the gross operating profit of Ascott Kuningan Jakarta (with the actual percentage payment depending on the gross operating profit margin generated by Ascott Kuningan Jakarta).	Between 5.0% to 7.0% of adjusted gross operating profit.	In line with market.
Global marketing fee	0.5% of total revenue.	0.5% to 1.0% of total revenue.	In line with market,
Trademark fee	0.5% of total revenue.	0.5% to 1.0% of total revenue.	In line with market.
Termination	In the event that the Kuningan Management Agreement is terminated by the Kuningan Operator by reason of any material breach by the Kuningan PropCo or the Kuningan Management Agreement is terminated by the Kuningan PropCo without cause, the Kuningan PropCo shall compensate the Kuningan Operator an amount based on the management fees payable during the number of days remaining in the Kuningan Initial Term from the date of termination subject to a cap of 1,825 days (five years). No compensation will be payable if the Kuningan Management Agreement is terminated as a result of non-renewal or non-extension of the HGB.	It is common to have a termination compensation clause in serviced residence management agreements in Indonesia. The termination compensation amount under the Kuningan Management Agreement is in line with market range.	In line with market.

Source: Circular, HVS Singapore

Based on the table above, the key terms of the Kuningan Management Agreement are in line with those of Comparable Indonesia Serviced Residence Management Agreements.

3.11 Review of the key terms of the Renewed French Master Lease Agreements

The existing master leases for each of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris are due for renewal on 31 December 2023. Each of the Renewed French Master Lease Agreements is on the same terms and conditions of the respective existing master lease agreements except for rent, duration and co-sharing of renovation expenses between CLAS and the lessee of the lease.

Under the Renewed French Master Lease Agreements, a new rent structure will be implemented from 1 January 2024, where the rent to be received will be based on the higher of the fixed and variable rent per annum. The properties will undergo renovation to stay competitive throughout the lease duration. On account of this investment, of which 50% of the Furniture, Fixtures, & Equipment ("**FF&E**") expenses will be financed by the lessee, new rent structures were agreed between the parties for the three properties in France.

We set out in the table below a comparison of the rent structure under the Renewed French Master Lease Agreements with the existing rent structure. As the existing rent structure was a temporary agreement implemented on 1 January 2021 to take into consideration the business impact of the COVID-19 pandemic, we have further expanded our analysis to include the rent structure before the COVID-19 pandemic in order to provide a more comprehensive review.

Rent structure

	Pre-COVID-19 rent structure (FY 2019)	**Existing rent structure (FY 2022)**		**Renewed French Master Lease Agreements (effective 1 Jan 2024)**	
				Higher of (a) or (b):	
Property	**Fixed rent (EUR'000)**	**Fixed rent (EUR'000)**	**Variable rent (as a percentage of total revenue)**	**(a) Fixed rent (EUR'000)**	**(b) Variable rent (as a percentage of total revenue)**
La Clef Louvre Paris	1,588	850	10.35%	1,060	32%
Citadines Presqu'île Lyon	1,056	530		669	28%
Citadines Place d'Italie Paris	2,040	1,130		1,422	31%

Source: Circular, SGX announcements

Based on the table above, we noted that:

(i) Prior to the existing rent structure, the rent structure up till 31 December 2020 was purely on a fixed basis. The existing rent structure comprises of a fixed and variable rent at 10.35% of total revenue. Under the Renewed French Master Lease Agreements, the rent is based on the higher of fixed and variable rent per annum, where the fixed rent is indexed to the French commercial lease index, and the variable rent is based on a percentage of revenue ranging from 28% to 32% for the respective properties; and

(ii) The new rent structure will allow CLAS to enjoy greater upside from the travel recovery and demand drivers in Paris and Lyon through the variable rent, while the fixed rent provides certainty to CLAS' income. Given that the hospitality industry has partly recovered from the adverse effects of the COVID-19 pandemic in FY 2022 and is expected to fully recover in the next few years, and with the planned refurbishment, which is expected to improve the properties' revenue, the new rent structure under the Renewed French Master Lease Agreements will allow CLAS to capture a greater share of the properties' future growth in revenues.

In order to compare the rent amounts across the different structures during the different time periods, we have calculated what the total rent would be under the Renewed French Master Lease Agreements and compared it to the total rent in FY 2019 and FY 2022 respectively. Please note that the calculation of rent under the Renewed French Master Lease Agreements is for illustrative purposes only and does not represent the actual rent amount to be received, as the actual rent to be received under the Renewed French Master Lease Agreements will depend on the actual revenue of the properties in the future.

Rent amounts

					Total rent under the Renewed French Master Lease Agreements[1]			Rent increase	
	(FY 2019)	Existing rent (FY 2022)			Higher of (a) or (b):				
Property	**Total rent (EUR '000) [A]**	**Fixed rent (EUR'000)**	**Variable rent (EUR'000)**	**Total rent (EUR'000) [B]**	**(a) Fixed rent (EUR'000)**	**(b) Variable rent (as % of total revenue)**	**Rent to CLAS (EUR '000) [C]**	**[C] – [A]**	**[C] – [B]**
La Clef Louvre Paris	1,588	850	598	1,448	1,060	32%	2,127	539	679
Citadines Presqu'île Lyon	1,056	530	367	897	669	28%	1,123	67	226
Citadines Place d'Italie Paris	2,040	1,130	708	1,838	1,422	31%	2,419	379	581
Total	**4,684**	**2,510**	**1,673**	**4,183**	**3,151**		**5,669**	**985**	**1,486**

Source: Management, HVS London

Note:

(1) Based on FY 2024 revenue in HVS London's lease benchmarking report

Based on the table above, we note that the rent to be received by CLAS for each of the three properties under the Renewed French Master Lease Agreements in FY 2024 is more than the respective rents in FY 2022 under the existing rent structure and also more than the respective rents under the pre-COVID-19 rent structure in FY 2019.

In addition to the above, we have also considered whether the terms of the Renewed French Master Lease Agreements are in line with market standards. An independent consultant, HVS London, has been engaged by the Managers and the Trustee to: (i) assess the prevailing market rent for each of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris based on the rent to revenue ratio of the lessee's projected operating performance and benchmarked against prevailing rent of other hospitality and apartment properties; and (ii) compare the other key terms of the French Master Lease Agreements with comparable master leases (the "**Comparable Master Leases**").

However, we highlight that master leases are typically agreed on a case-by-case basis after taking into consideration the size, location, and complexity in relation to a particular property. Additionally, we note that the Comparable Master Leases are not exhaustive, and they differ from the Renewed French Master Lease Agreements in terms of, *inter alia*, lease profile, property type, location of property, scope of the master lease agreements, track record of each property, local market features and other relevant criteria. As such, the comparison of the fee structures with the Comparable Master Leases is strictly for reference purposes only.

We set out in the table below a comparison of the key terms under the Renewed French Master Lease Agreements against the Comparable Master Leases.

Key terms	**Renewed French Master Lease Agreements**	**Comparable Master Leases**	**IFA opinion**
Capex sharing for new lease	Both CLAS and the lessee will co-share the FF&E capital expenditure, estimated to be EUR11.6mn (approximately S$17.2mn), on a 50%-50% basis, in return for a higher variable rent. CLAS will also incur estimated civil and mechanical & electrical capital expenditure of EUR5.8mn (approximately S$8.6mn) to meet its sustainability targets.	As a best practice, landlords/lessors perform refurbishments at their expense at the end of each lease cycle to keep the property competitive for prospective lessees/lease renewals.	In line with market.
Lease duration	12 years.	Between 9 to 12 years.	In line with market.
Rent to revenue ratio	La Clef Louvre Paris: 32% Citadines Presqu'île Lyon: 28% Citadines Place d'Italie Paris: 31%.	Between 15% to 36%.	In line with market.

Source: HVS London

Based on the table above, we noted that:

(i) According to HVS London, it is typically the lessor that undertakes refurbishment at their expense. In line with market, CLAS will undertake refurbishments and bear 50% of the FF&E expenses;

(ii) HVS London assessed that the range of the market rent to revenue ratio is between 15% and 36%. Hence, the rent to revenue ratio under the Renewed French Master Lease Agreements of 32%, 28%, and 31% for La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris, respectively are in line with the market rent to revenue ratio; and

(iii) The lease duration of 12 years is within the market range of 9 to 12 years.

3.12 The pro forma financial effects of the Transactions

The pro forma financial effects of the Proposed Acquisitions and the Proposed Master Lease Renewals (the "**Transactions**") are set out in paragraph 5 of the Letter to Stapled Securityholders in the Circular, and reproduced in italics below, including the bases and assumptions relating to the preparation of the pro forma financial effects of the Transactions.

We set out below the following *pro forma* financial analysis of the Transactions that is prepared for illustrative purposes only.

5.1 Proposed Acquisitions

5.1.1 Assumptions

*The pro forma financial effects of the Proposed Acquisitions on the DPS and NAV per Stapled Security presented below are strictly for illustrative purposes, and were prepared based on the audited consolidated financial statements of CLAS for FY 2022 (the "**2022 Audited Consolidated Financial Statements**"), taking into account the Agreed Property Values of the relevant Properties and assuming that:*

(a) the exchange rates between GBP, EUR, IDR, USD and Singapore dollars are as follows:

	Average rate for FY 2022	***31 December 2022***
GBP	*1.71556*	*1.62643*
EUR	*1.45823*	*1.41840*
IDR	*0.000094*	*0.000088*
USD	*1.37879*	*1.37068*

(b) the estimated Purchase Consideration of the Proposed Acquisitions is S$357.8 million[1];

(c) the costs of financing the Milestone Payments are not taken into account in determining the pro forma financial effects as the Milestone Payments will be made post completion, when 70% of the renovations of The Cavendish London and Temple Bar Hotel are completed;

1 Based on the exchange rate of GBP1.00 = S$1.73159, EUR1.00 = S$1.48176 and USD1.00 = S$1.31889.

(d) approximately 5.1 million Stapled Securities are issued as payment of the Acquisition Fee payable to the Managers at an illustrative issue price of S$1.03 per Stapled Security;

(e) the Managers' management fees, including the base management fee and the performance management fee, will be paid 100.0% in the form of Stapled Securities;

(f) transactions undertaken by CLAS that were not completed as at 31 December 2022 are not taken into account in determining the pro forma financial effects; and

(g) the effects of the renovation of The Cavendish London and Temple Bar Hotel are not taken into account in determining the pro forma financial effects, as the renovation of The Cavendish London will be carried out from the fourth quarter of 2024 to the fourth quarter of 2025, and the renovation of Temple Bar Hotel will be carried out from the first quarter of 2024 to the fourth quarter of 2024.

5.1.2 Pro Forma DPS and Distribution Yield

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed Acquisitions on CLAS' DPS and distribution yield for FY 2022, as if the Proposed Acquisitions were completed on 1 January 2022 and approximately 166.3 million New Stapled Securities are issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising with fund raising costs of S$3.3 million.

	Before the Proposed Acquisitions	After the Proposed Acquisitions(1)
Total Distribution (S$'000)	189,834(2)	203,334
Number of Stapled Securities ('000)	3,445,625(3)	3,618,040(4)
DPS (Singapore cents)	5.67	5.77
Distribution Yield (%)	5.4%(5)	5.5%(5)

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed French Master Lease Renewals.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) Number of Stapled Securities in issue as at 31 December 2022.

(4) Adjusted to include approximately 166.3 million New Stapled Securities issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising, approximately 5.1 million new Stapled Securities issued as payment of the Acquisition Fee (based on the assumed price stated at paragraph 5.1.1(d) of the Letter to Stapled Securityholders) and Managers' management fees for the Proposed Acquisitions. The Stapled Securities issued as payment of the Managers' management fees were assumed to be issued at the same prices as those that were actually issued as payment for Managers' management fees for FY 2022.

(5) Based on the closing Stapled Security price of S$1.05 on 31 December 2022.

5.1.3 *Pro Forma NAV*

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed Acquisitions on the consolidated NAV of CLAS as at 31 December 2022, as if the Proposed Acquisitions were completed on 31 December 2022.

	Before the Proposed Acquisitions	**After the Proposed Acquisitions**(1)
NAV (S$'000)	3,965,436(2)	4,140,882(3)
Number of Stapled Securities in issue ('000)	3,445,625(4)	3,617,090(5)
NAV per Stapled Security (S$)	1.15	1.15

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed French Master Lease Renewals.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) Adjusted to include approximately 166.3 million New Stapled Securities issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising and associated costs, as if they were completed on 31 December 2022.

(4) Number of Stapled Securities in issue as at 31 December 2022.

(5) Includes adjustments to include approximately 166.3 million New Stapled Securities issued at an issue price of S$1.043 per New Stapled Security pursuant to the private placement portion of the Equity Fund Raising, and approximately 5.1 million new Stapled Securities issued as payment of the Acquisition Fee (based on the assumed price stated at paragraph 5.1.1(d) of the Letter to Stapled Securityholders). For the avoidance of doubt, the impact of the Equity Fund Raising on the NAV per Stapled Security is not material.

5.2 *Proposed French Master Lease Renewals*

5.2.1 *Assumed Exchange Rates*

In preparing the pro forma DPS and NAV per Stapled Security for FY 2022, the exchange rates between EUR and the Singapore dollar are assumed to be as follows:

	Average rate for FY 2022	**31 December 2022**
EUR	1.45823	1.41840

5.2.2 *Pro Forma DPS and Distribution Yield*

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed French Master Lease Renewals on CLAS' DPS and distribution yield for FY 2022, as if the Proposed French Master Lease Renewals were completed on 1 January 2022.

	Before the Proposed French Master Lease Renewals	***After the Proposed French Master Lease Renewals***[(1)]
Total Distribution (S$'000)	*189,834*[(2)]	*190,686*[(3)]
Number of Stapled Securities ('000)	*3,445,625*[(4)]	*3,445,625*[(4)]
DPS (Singapore cents)	*5.67*	*5.70*
Distribution Yield (%)	*5.4%*[(5)]	*5.4%*[(5)]

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed Acquisitions.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) After taking into account the impact arising from the Proposed French Master Lease Renewals, where the revised rent is based on the higher of the relevant percentage (stated at paragraph 4.1 of the Letter to the Stapled Securityholders) of the lessee's actual FY 2022 operating revenue of the properties and the fixed rent.

(4) Number of Stapled Securities in issue as at 31 December 2022.

(5) Based on the closing Stapled Security price of S$1.05 on 31 December 2022.

5.2.3 *Pro Forma NAV*

FOR ILLUSTRATIVE PURPOSES ONLY:

The table below sets out the pro forma financial effects of the Proposed French Master Lease Renewals on the consolidated NAV of CLAS as at 31 December 2022, as if the Proposed French Master Lease Renewals were completed on 31 December 2022.

	Before the Proposed French Master Lease Renewals	***After the Proposed French Master Lease Renewals***[(1)]
NAV (S$'000)	*3,965,436*[(2)]	*3,965,436*[(3)]
Number of Stapled Securities in issue ('000)	*3,445,625*[(4)]	*3,445,625*
NAV per Stapled Security (S$)	*1.15*	*1.15*

Notes:

(1) For the avoidance of doubt, this does not include the effects of the Proposed Acquisitions.

(2) Based on the 2022 Audited Consolidated Financial Statements.

(3) Assumed no changes to the valuation of La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie Paris from the Proposed French Master Lease Renewals.

(4) Number of Stapled Securities in issue as at 31 December 2022.

4. OUR RECOMMENDATIONS

In arriving at our recommendations, we have taken into account the following factors which we consider to have a significant bearing on our assessment of the IPT Transactions:

The Proposed Acquisitions

(i) The rationale for and benefits of the Proposed Acquisitions;

(ii) The agreed property value of The Cavendish London is lower than the market value of C&W London, equal to the market value of HVS London, and lower than the average market value of both Independent Valuers;

(iii) The agreed property value for each of Temple Bar Hotel and Ascott Kuningan Jakarta is lower than both Independent Valuers' market values and lower than the respective average market values;

(iv) The price per key of The Cavendish London is lower than the mean and median, and lower than the range of the price per key of the Comparable UK Transacted Properties;

(v) The price per key of Temple Bar Hotel is higher than the mean and median, but within the range of the price per key of the Comparable Ireland Transacted Properties;

(vi) The price per key of Ascott Kuningan Jakarta is lower than the mean and median, and within the range of the price per key of the Comparable Indonesia Transacted Properties;

(vii) The pro forma FY 2022 EBITDA Yield of The Cavendish London is lower than the mean and median, and within the range, of the FY 2022 EBITDA Yield of the comparable properties in the Existing Portfolio in the UK;

(viii) The pro forma FY 2022 EBITDA Yield of Temple Bar Hotel is 7.6%. Based on our discussions with the Managers, there are no existing properties in Ireland within the portfolio for comparison;

(ix) The pro forma FY 2022 EBITDA Yield of Ascott Kuningan Jakarta is higher than the mean and median, and higher than the range, of the FY 2022 EBITDA Yield of the comparable properties in the Existing Portfolio in Indonesia;

(x) The overall terms of the Cavendish Management Agreement are holistically in line with market. The Cavendish Management Agreement is beneficial to CLAS as there is sharing of risks and rewards between the CLAS and the Cavendish Operator, creating strong alignment of interests (through the Cavendish Operator's contribution to costs of renovation and rebranding and profit share), operational stability by retaining an operator with a strong track record (through the 30-year term with the Cavendish Operator), and long-term downside protection (through the MGI);

(xi) The profit share element of the Cavendish Management Agreement is conditional upon achieving certain performance thresholds. Given a maximum profit share of GBP10.0 million and the Cavendish Operator's renovation contribution of GBP27.5 million, CLAS would still benefit from an upside of at least GBP17.5 million. The upside would be higher if time value of money has been considered as the renovation contribution will happen first;

(xii) The key terms of the Temple Bar Management Agreement are in line with those of Comparable Ireland Hotel Management Agreements;

(xiii) The key terms of the Kuningan Management Agreement are in line with those of Comparable Indonesia Serviced Residence Management Agreements;

(xiv) As set out in paragraph 2.6 of the Letter to Stapled Securityholders in the Circular, the legal opinion from CLAS' Indonesian legal counsel regarding the HGB title in relation to Ascott Kuningan Jakarta;

(xv) Assuming the Proposed Acquisitions were completed on 1 January 2022, DPS for the financial year ended 31 December 2022 would have increased from 5.67 cents to 5.77 cents, translating to a DPS accretion of 1.8% and the distribution yield would have increased from 5.4% to 5.5%; and

(xvi) Assuming the Proposed Acquisitions were completed on 31 December 2022, NAV per Stapled Security as at 31 December 2022 would remain the same at S$1.15.

The Proposed French Master Lease Renewals

(i) The rationale for the Renewed French Master Lease Agreements;

(ii) According to HVS London, it is typically the lessor that undertakes refurbishment at their expense. In line with market, CLAS will undertake refurbishments and bear 50% of the FF&E expenses;

(iii) HVS London assessed that the range of the market rent to revenue ratio is between 15% and 36%. Hence, the rent to revenue ratio under the Renewed French Master Lease Agreements of 32%, 28%, and 31% for La Clef Louvre Paris, Citadines Presqu'île Lyon and Citadines Place d'Italie, respectively are in line with the market rent to revenue ratio;

(iv) The lease duration of 12 years under the Renewed French Master Lease Agreements is in line with those of Comparable Master Leases;

(v) Assuming the Proposed French Master Lease Renewals were completed on 1 January 2022, DPS for the financial year ended 31 December 2022 would have increased from 5.67 cents to 5.70 cents, and the distribution yield would remain the same at 5.4%; and

(vi) Assuming the Proposed French Master Lease Renewals were completed on 31 December 2022, NAV per Stapled Security as at 31 December 2022 would remain the same at S$1.15.

Having given due consideration to the above and subject to the qualifications set out herein and taking into account the prevailing conditions as at the Latest Practicable Date, we are of the opinion that the IPT Transactions are on normal commercial terms and are not prejudicial to interests of CLAS and its minority Stapled Securityholders. Accordingly, we advise the Independent Directors and the Audit Committee to recommend that Stapled Securityholders vote in favour of the IPT Transactions to be proposed at the Extraordinary General Meeting.

Our recommendation is governed by the laws of Singapore and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully

Deloitte & Touche Corporate Finance Pte Ltd
Koh Soon Bee
Executive Director

APPENDIX B

VALUATION SUMMARY LETTER AND CERTIFICATES

VALUATION CERTIFICATES

Portfolio of 3 Properties in Asia Pacific and Europe

INDONESIA, IRELAND AND UNITED KINGDOM

SUBMITTED TO:

CapitaLand Ascott Trust Management Limited, as Manager of CapitaLand Ascott Real Estate Investment Trust (the "REIT Manager")

CapitaLand Ascott Business Trust Management Pte. Ltd. as trustee-manager of CapitaLand Ascott Business Trust (the "BT Trustee-Manager")

c/o Ms Kang Siew Fong
Chief Financial Officer
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23 August 2023

23 August 2023

CapitaLand Ascott Trust Management Limited,
as Manager of CapitaLand Ascott Real Estate Investment Trust (the "REIT Manager")

CapitaLand Ascott Business Trust Management Pte. Ltd. as trustee-manager of CapitaLand Ascott Business Trust (the "BT Trustee-Manager")

168 Robinson Road
#30-01 Capital Tower
Singapore 068912

Dear Sir/Madam

Re: Portfolio Valuation of 3 Hospitality Assets in Asia Pacific and Europe

We have been instructed to perform a valuation of a Portfolio of 3 properties (each a "Property" and collectively the "Properties") located in Asia Pacific and Europe as at 30 June 2023 based on their existing use and subject to their existing management agreements for acquisition purposes. In addition to the Valuation Certificates for the Properties appended to this letter, we have also prepared a Valuation Report for each Property, to determine the market values as at 30 June 2023. The Valuation Reports for Ascott Kuningan Jakarta and Cavendish London are vested with the REIT Manager, while the Valuation Report for Temple Bar Hotel Dublin is vested with the BT Trustee-Manager.

We are pleased to submit to you the summary of values of the Properties as follows:

Name of Property	Value	Remarks
Ascott Kuningan Jakarta	IDR642,413,000,000 (SIX HUNDRED FORTY-TWO BILLION FOUR HUNDRED AND THIRTEEN MILLION INDONESIA RUPIAH)	NIL
Cavendish London	£215,000,000 (TWO HUNDRED AND FIFTEEN MILLION POUNDS STERLING)	with AEI plans in place
	£316,000,000 (THREE HUNDRED AND SIXTEEN MILLION POUNDS STERLING)	"As-Stabilised"
Temple Bar Hotel Dublin	€ 78,200,000 (SEVENTY-EIGHT MILLION TWO HUNDRED THOUSAND EURO)	NIL

HVS has assessed the properties' interests as independent international appraisers and we confirm that we have the required knowledge, expertise and are suitably qualified and authorised to practice as valuers. We hereby certify that we have no undisclosed interest in the properties and our employment and compensation are not contingent upon our findings and valuation and our valuation is objective and unbiased.

Basis of Valuation

The valuation is prepared in accordance with the International Valuation Standards Committee ('IVSC') definition of Market Value, which is:

"The estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties has each acted knowledgeably, prudently and without compulsion."

Additionally, our assessment will be on the basis of the existing use of the property only with appropriate approvals and licenses in place.

Premise of the Forecast

For hospitality properties, we commonly adopt the Discounted Cashflow (DCF) approach which is mainly considered by prospective investors. Where appropriate the Sales Comparison and Cost Approaches are used to cross check the reasonableness of the results indicated by the Income Capitalisation Approach.

The Income Capitalisation Approach (income approach) is based on the principle that the value of a property is indicated by its net return, known as the present worth of future benefits. The future benefits of income-producing properties, such as hotels, are net income before debt service and depreciation (as estimated by a forecast of income and expense) and any anticipated reversionary proceeds from a sale. These future benefits can be converted into an indication of market value through a capitalization process and DCF analysis.

In arriving at our opinion of value, we have taken into consideration the income approach, where appropriate and have applied the income approach using the DCF analysis on the projected ten-year cash flow stream.

The DCF approach assesses the Market Value by providing an explicit measurement of future expected cashflows. An appropriate DCF rate is selected; that is the capitalisation rate (the "Cap Rate"), taking into account our assessment of the investment return and yield requirement, as well as the inherent risks involved, in the current market given the unique characteristics and factors affecting a particular property investment.

The Cap Rate is the rate of return on a real estate investment property based on the income that the property is expected to generate. The Cap Rate is used to estimate the investor's potential return on his or her investment, practically risk-free investment. It will further take into consideration a risk premium that compensates the investor for the relative level of risk associated with a hotel real estate investment in excess of the risk-free rate. This risk premium would take into account factors such as the remaining lease term, market risk and return profile, product quality, location and the expected trading performance of the subject property. For this valuation, we have assumed the Cap Rate to be the Terminal Capitalisation Rate.

The discount rate refers to the interest rate used in DCF approach to determine the present value of future cash flows. The discount rate in DCF approach takes into account not just the time value of money, but also the risk or uncertainty of future cash flows. The discount rate applied for the DCF approach is obtained by adding the inflation rate to the Cap Rate.

Please refer to the attached Valuation Certificates for the Cap Rate and the discount rate of each individual property.

The assessment is based on the current as well as expected future conditions as perceived by the market. We do stress that the estimation of future market conditions is a problematic exercise which at best should be regarded as an indicative assessment of possibilities rather than absolute certainties.

Serviced apartments and hotels generally change hands in the open market at prices based on the future income potential and it is widely accepted that the valuation approach should be related to the property' actual and potential income. Past performance provides a certain level of guidance to the future performance of a serviced/leased apartment and hotel, but new macroeconomic factors or local supply issues often mean that a fresh view needs to be taken of the competitive environment the subject Property operates in.

The projections of occupancy, average room rate and indicative cashflows are based on our knowledge and understanding of the market and experience of the operating performance of properties of similar type and standard. The assumptions in respect of future events are our best estimates at the date of preparing the report. To the extent that any of the assumptions noted in our report are not realised, the indicative cashflow projections and estimate of value may be materially affected.

The process of making forward projections involves assumptions regarding a considerable number of variables which are acutely sensitive to changing conditions. To rely upon our valuation therefore, the reader must be satisfied as to the rationale behind these future estimates.

Our valuation(s) is / are therefore reported on the basis of 'material valuation uncertainty' as per VPS 3 and VPGA 10 of the RICS Red Book Global. Consequently, less certainty – and a higher degree of caution – should be attached to our valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation of this property under frequent review.

Brief Property Descriptions

Ascott Kuningan Jakarta is held under a 30-year leasehold HGB residential strata titles (which can be renewed for additional 20 + 30 years). HGB is the most common strata titled ownership held by all foreign and local companies. This is often considered as "freehold" to the banks and hence we have assumed freehold interest for Ascott Kuningan Jakarta. The 191 strata-titled units have a total strata floor area of approximately 18,900 square meters.

The Cavendish London is held under a leasehold interest for a term of 150 years (approximately 135 years unexpired) and has a gross floor area of approximately 10,850 square metres.

Temple Bar Hotel is held freehold with a gross floor area of approximately 7,800 square metres.

Planning

Unless otherwise instructed, we do not normally carry out investigations with the various public authorities to confirm that the subject Hotels are not adversely affected by any town planning issues such as change in zoning, land use control, public schemes such as road or drainage reserves and so forth. Neither are we in a position to warrant the subject Hotels' conformance with local zoning regulations. If reassurance is required, we recommend that verification be obtained from your solicitor.

HVS has not conducted any legal requisition on the land lease/title, town planning control and other related matters and our valuation is made on the basis that the Hotels are free of encumbrances, restrictions or other impediments of an onerous nature which would affect the value. It is advisable for interested parties to seek full legal due diligence advice of a qualified legal solicitor prior to making any legal, financial or other commitments.

Other Statutory Consents

Our valuation is prepared on the assumption that all necessary permits and approvals have been secured (including an appropriate alcohol licence), and that the subject Hotels (and any works thereof) were constructed in accordance with local zoning ordinances, building codes and all other applicable regulations.

We have assumed that the Hotels have a valid fire certificate, comply with environmental health legislation and hold all other necessary licences for the purposes of their operation. Furthermore, we have assumed that there are no outstanding issues in respect of such consents and licences.

We have not inspected any of the licences, approvals, consents, permits or certificates relating to the Hotels and assumed that all documents are in order.

Pertinent Risk Factors

The methodology employed in valuing serviced apartments and hotels depends on the accuracy of the historical trading results for the Properties and the level and accuracy of information available in the marketplace in order to determine the current market-wide trading conditions, and to estimate the future trading potential of the Properties. We consider our projections of future income and expense to be appropriate when compared alongside those of similar properties.

However, the following risk factors that will affect tourism, and may affect the market values of the Properties and/or the parameters adopted, are specifically noted as follows:

- High inflation rate and interest rate that affects spending power;
- Global warming which affects weather changes;
- Global or regional economic slowdown through US-China trade war;
- War between Russia and Ukraine;
- Increased risk and uncertainty regarding the future performance of the market and the properties with the recovery from COVID-19 pandemic

Information Utilised

All information was collected and analysed by the staff of HVS. Information such as historical operating statements, site plans, floor plans and so forth was supplied by the Client. We have assumed that this information is accurate and have therefore relied upon it without undertaking any independent verification.

Should it be revealed that any of this information is inaccurate or misleading so that its use would affect the valuation, HVS seeks to be informed of such discrepancies and accordingly reserves the right to amend its opinion of value.

The information presented in this report should not be disseminated to the public or third parties without the express written consent of HVS and no responsibility is given to any third party who may use or rely on the whole or part of the contents of this report.

Use of Valuation Certificates

Neither the whole nor any part of the valuation certificate nor any reference thereto maybe included in any document, circular or statement without our written approval and of the form or context in which it appears.

The valuation has been prepared for the purpose stated above and for use only of the Client and no responsibility is given to any third party for the whole or part of its contents.

Yours sincerely,

Chee Hok Yean
Managing Partner
MRICS, MSISV
Licensed Appraiser No. AD0412003997F

Julia Dzerkach
Associate

Charles Carpentier
Senior Associate

Sophie Perret, MRICS
Senior Director

Charles Human, MRICS
CEO

HVS No: 2023120072-74
2023050083

VALUATION CERTIFICATE
ASCOTT KUNINGAN JAKARTA

Name of Instructing Party	CapitaLand Ascott Trust Management Limited, as Manager of CapitaLand Ascott Real Estate Investment Trust
Purpose of Valuation	Acquisition Purpose
Property	**Ascott Kuningan Jakarta** (the 'Property') Ciputra World, 1 Jalan Prof Dr Satrio Kav. 3 – 5, Jakarta 12940, Indonesia
Location	Ascott Kuningan Jakarta (the 'Property') Ciputra World, 1 Jalan Prof Dr Satrio Kav. 3 – 5, Jakarta 12940, Indonesia. Located in the Central Business District, the Property is approximately 45 minutes' drive away from Soekarno-Hatta Airport as well as within minutes' drive from Siloam Hospital, Atmajaya University and World Trade Centre.
Property Description	Ascott Kuningan Jakarta (the 'Property') is located in the Central Business District of Jakarta. It is part of Ciputra 1, a cosmopolitian mixed-use development comprising of an upscale shopping centre, a museum, art gallery and theatre and an office tower. It has an offering of 185 apartments, including one- to three-bedroom apartments with ensuite bathroom. The apartments are located on levels 15 to 31 and there are 11 apartments on every floor except level 31, which is the penthouse level. Amenities which guests may enjoy include swimming pool, gymnasium, children's playroom, residents' lounge, garden terrace, internet corner with iMac stations, aerobics room, etc. Car park lots are located in the basement of the development. It is situated within close proximity to the embassy district that houses office towers like AXA Tower, DBS Tower, shopping malls and dining and entertainment venues.
Registered Owner	According to information provided by the Property management, the Property is held by PT Menara Aspen Persada.
Zoning	Based on the License to Build (Izin Mendirikan Bangunan/IMB) No.5149/IMB/2012 dated 1 May 2012, Building Use Certificate (Sertifikat Laik Fungsi/SLF) No.55/SLF/2014 dated 1 September 2014 and Building Use Certificate (Sertifikat Laik Fungsi/SLF) No.033/C.39a/31.74.02.1002.03.033.C.1.a.b/1/-1.785.51/2022 dated 6 October 2022, the site is zoned for commercial mixed use development of mall, residential, office, hotel, theater, function room, parking and facilities.

Property Interest	The property rights valued is the 185 strata-titled units designated for apartments and the 6 strata-titled units designated for non-apartment areas, under a 30-year leasehold HGB residential strata titles (which can be renewed for additional 20 + 30 years) in the subject Property, including land, buildings and other improvements including furniture, fixtures and equipment. HGB is the most common strata titled ownership held by all foreign and local companies. This is often considered as "freehold" to the banks.
Strata Floor Area	There are 185 strata-titled units designated for apartments and 6 strata-titled units designated for non-apartment / common areas. The 191 strata-titled units have a total strata floor area of approximately 18,900 square meters.
Basis of Valuation	Market Value "As-is" Basis, Subject to a Management Contract.
Valuation Approach	Discounted Cashflow Method.
Valuation Parameters	Terminal Capitalisation Rate: 8.0% Discount Rate: 11.0%
Date of Valuation	30 June 2023
Valuation	Market Value of the unexpired leasehold interest in the Property and subject to management agreement, as at 30 June 2023, is: **IDR642,413,000,000** **(SIX HUNDRED FORTY-TWO BILLION FOUR HUNDRED AND THIRTEEN MILLION INDONESIA RUPIAH)**
Assumptions and Disclaimers	An opinion of value will always involve a degree of subjectivity and uncertainty that will affect the probability that the opinion of Market Value would be the same as the price achieved by an actual sale at the valuation date. Therefore, we are required by the RICS to comment on our level of confidence in the opinion of value reported herein. The methodology employed in valuing serviced / leased apartments / hotels depends on the accuracy of the historical trading results for the subject Property and the level and accuracy of information available in the marketplace in order to determine the current market-wide trading conditions, and to estimate the future trading potential of the subject Property. We consider our projections of future income and expense to be appropriate when compared alongside those of similar property, and therefore we consider the level of uncertainty attached to our opinion of value to be medium. Neither the whole nor any part of the report nor any reference thereto may be included in any document, circular or statement without our written approval of the form or context in which it appears.

VALUATION CERTIFICATE
THE CAVENDISH LONDON

Name of Instructing Party	**CapitaLand Ascott Trust Management Limited**, as Manager of CapitaLand Ascott Real Estate Investment Trust 168 Robinson Road (a), Unit 30-01 Capital Tower, Singapore 068912, Singapore
Purpose of Valuation	Acquisition Purpose
Property	**The Cavendish London** (the 'Property') 81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom
Location	The Cavendish London (the 'Property') is located at 81 Jermyn St, St. James's, London SW1Y 6JF, United Kingdom. The Cavendish is located in the heart of London's West End, just off Piccadilly Circus. The Property is reasonably close to some of London's key tourist attractions such as St James's Park, Trafalgar Square and Buckingham Palace.
Master Plan Zoning	The Cavendish London is located in London's Mayfair area. The Title number is NGL897764. As per the Head Lease, permitted uses at the Property include hotel use (C1 – all floors), restaurant use (all floors), retail use (first floor, lower ground basement), residential use (from second floor up, but should not exceed 50% of the gross internal floor area) and parking use (basement).
Property Description	The subject Hotel currently provides 230 units and extends to a GFA of 10,850 m^2. There are 90 Classic rooms of around 16-18 m^2; 103 Superior rooms of 18-24 m^2, 30 Executive rooms of 27-30 m^2, five Junior suites of 36-40 m^2 and two Penthouse suites of 55-63 m^2. Suites account for 3.0% of the room count, and the overall average room size is approximately 21 m^2. The Hotel also benefits from two food and beverage outlets with a capacity of 116 covers and five meeting rooms ranging from 30-82 m^2 (257 m^2 of meeting space in total). The F&B areas are outsourced to Paragon Hospitality (PHL Mayfair Limited). The Hotel also has around 45 underground parking spaces.
Registered Owner	According to information provided by management, the leasehold interest is owned by The Ascott Limited, paying annual rent to the South London and Maudsley NHS Trust Charitable Funds as per the below lease agreement summary.
Property Interest	The property rights valued are the leasehold interest in the subject Property, including four retail units, the main hotel building and other improvements including furniture, fixtures and equipment.
Gross Floor Area	The Hotel has a gross floor area of approximately 10,850 square metres.
Tenure	The leasehold interest is owned by The Ascott Limited, paying annual rent to the South London and Maudsley NHS Trust Charitable Funds. The rent was signed on 12 November 2008 for a term of 150 years (approximately 135 years unexpired). The rent was set at £25,000 per annum (excluding VAT) and is to be increased by £25,000 every 25 years.

Basis of Valuation	Gross Market Value "As-is" Basis, free and clear of a specific management agreement, after a capital deduction of £45 million as at 30 June 2023. Gross Market Value "As-Stabilised" Basis, free and clear of a specific management agreement, as at 30 June 2023.
Valuation Approach	Discounted Cashflow Method.
Valuation Parameters	Terminal Capitalisation Rate: 4.5% Discount Rate: 7.75%
Date of Valuation	30 June 2023 ('As-Is') and 30 June 2027 ('As-Stabilised')
Special Assumptions	For the purposes of our valuation, we have made the following two Special Assumptions. • The renovation and repositioning works, planned between October 2024 and December 2025 and discussed later in this report, are completed on time and as planned, and on budget, and deliver the facilities described in this report; • The selected operator would consider the asset to be of strategic importance to them, and would therefore be willing to contribute portion of the planned capital investment into the Hotel in the form of Key Money
Valuation	It is our opinion that the "As-Is" Gross Market Value of the leasehold interest in the property described in this report, free and clear of a specific management agreement, after a capital deduction of £45 million as at 30 June 2023 is: **£215,000,000** **(TWO HUNDRED AND FIFTEEN MILLION POUNDS STERLING)** It is our opinion that the "As-Stabilised" Gross Market Value of the leasehold interest in the property described in this report, free and clear of a specific management agreement, as at 30 June 2027 is: **£316,000,000** **(THREE HUNDRED AND SIXTEEN MILLION POUNDS STERLING)**
Assumptions and Disclaimers	An opinion of value will always involve a degree of subjectivity and uncertainty that will affect the probability that the opinion of Market Value would be the same as the price achieved by an actual sale at the valuation date. Therefore,

we are required by the RICS to comment on our level of confidence in the opinion of value reported herein.

The methodology employed in valuing serviced / leased apartments / hotels depends on the accuracy of the historical trading results for the subject Property and the level and accuracy of information available in the marketplace in order to determine the current market-wide trading conditions, and to estimate the future trading potential of the subject Property.

We consider our projections of future income and expense to be appropriate when compared alongside those of similar property, and therefore we consider the level of uncertainty attached to our opinion of value to be medium.

Neither the whole nor any part of the report nor any reference thereto may be included in any document, circular or statement without our written approval of the form or context in which it appears.

VALUATION CERTIFICATE
TEMPLE BAR HOTEL DUBLIN

Name of Instructing Party	**CapitaLand Ascott Business Trust Management Pte. Ltd.**, as trustee-manager of CapitaLand Ascott Business Trust 168 Robinson Road (a), Unit 30-01 Capital Tower, Singapore 068912, Singapore
Purpose of Valuation	Acquisition
Property	**Temple Bar Hotel, Dublin** (the 'Property') 13-17 Fleet Street, Temple Bar, Dublin 2, D02 WD51, Ireland
Location	Temple Bar Hotel (the 'Property') is located at 13-17 Fleet Street, Temple Bar, Dublin 2, D02 WD51, Ireland. The subject Property is situated on the northern side of Fleet Street between its junctions with Price's Lane to the east and Adair Lane to the west. This immediate area is within the centre of the Temple Bar (leisure) area of Dublin, immediately south of the River Liffey and northwest of Trinity College Dublin and its wider city centre campus.
Master Plan Zoning	Temple Bar Hotel is located in Zone 5, or "City Centre", which is part of Dublin City Development Plan 2022-28 that aims at revitalising the central area of the city, while preserving its cultural identity.
Property Description	The subject Property is a five-storey building with 136 guest rooms with floors One through Four containing guest rooms and the basement and ground floor the lobby, back-of-house and extensive F&B areas. The Hotel's guest rooms are now divided into eight designated room types, namely Pod Room, Standard Double, Deluxe Twin, Bunk Room, Executive King, Quad Room, Junior Suite and Family Room. The Hotel has three food and beverage outlets: the breakfast restaurant (Toast), a ground floor bar with a cocktail corner-bar (Buskers) and a sports bar in the basement (Buskers on the Ball). The Hotel also features a grab and go station in the lobby.
Registered Owner	According to the information provided by management, the Property is owned by Ascott Limited, who purchased the Hotel from Angelo Gordon and Pyramid Hotel Group in December 2016.
Property Interest	The property rights is held freehold and is currently subject to a management agreement with Pyramid Hotel Limited, dated 31 December 2016 and expiring 31 October 2023.
Gross Floor Area	The Hotel has a gross floor area of approximately 7,800 square metres.
Tenure	The property is held freehold by The Ascott Limited (via Citadines Temple Bar Limited).
Basis of Valuation	Market Value "As-is" Basis, subject to a management agreement with The Ascott Limited, after a capital deduction of €3,000,000 as at 30 June 2023.

Valuation Approach	Discounted Cashflow Method.
Valuation Parameters	Terminal Capitalisation Rate: 6.00% Discount Rate: 9.75%
Date of Valuation	30 June 2023
Valuation	Based on the available data, together with our analysis and experience in the hotel industry, it is our opinion that the Market Value of the freehold interest in the property described in this report, subject to a management agreement with The Ascott Limited, after a capital deduction of €3,000,000 as at 30 June 2023 is: **€78,200,000** **(SEVENTY-EIGHT MILLION TWO HUNDRED THOUSAND EURO)**
Assumptions and Disclaimers	An opinion of value will always involve a degree of subjectivity and uncertainty that will affect the probability that the opinion of Market Value would be the same as the price achieved by an actual sale at the valuation date. Therefore, we are required by the RICS to comment on our level of confidence in the opinion of value reported herein. The methodology employed in valuing serviced / leased apartments / hotels depends on the accuracy of the historical trading results for the subject Property and the level and accuracy of information available in the marketplace in order to determine the current market-wide trading conditions, and to estimate the future trading potential of the subject Property. We consider our projections of future income and expense to be appropriate when compared alongside those of similar property, and therefore we consider the level of uncertainty attached to our opinion of value to be medium.

Addendum 1 – Statement of Assumptions and Limiting Conditions

1. We have relied on information given by the Client and its representatives and have accepted advice given to us on such matters as land titles, easements, tenure, planning approvals, statutory notices, tenancy schedule, site and floor plans, building plans, floor areas, building design, building costs, and all other relevant matters. We have assumed the information given to us as correct and have not conducted independent checks to verify them, and no responsibility is assumed or implied by us. Interested parties are advised to seek further due diligence of qualified solicitors, engineers and other professionals as appropriate prior to making any legal, financial or other commitments. Should it be revealed that any information provided is inaccurate or misleading so that its use would affect the valuation, we seek to be informed of such discrepancies and accordingly reserve the right to amend our assessment.
2. The Property including its land titles, use rights and improvements is assumed to be transferable, marketable and free of any deed restrictions, easements, encumbrances or other impediments of an onerous nature that would affect the value of the Property. We have not conducted independent checks to verify and likewise advice interested parties to engage qualified solicitors to perform such checks and verifications as appropriate.
3. There are no hidden or unapparent conditions of the Property, subsoil or structures that would render it more or less valuable. No responsibility is assumed for these conditions or any engineering that may be required to discover them. We have not considered the existence of potentially hazardous materials used in the construction or maintenance of the buildings, such as asbestos, urea formaldehyde foam insulation, or PCBs. We are thus unable to report that the Property is free from risk in this respect and have assumed that any investigation would not reveal the presence of hazardous materials. The valuers are not qualified to detect these substances and urge the Client to retain an expert in this field if desired. We have not investigated whether the site is or has been in the past contaminated and are therefore unable to warrant that the Property is free from any defect or risk in this respect. Our report is therefore based on the assumption that the land is not contaminated and any specialist investigation would not disclose the presence of any adverse conditions on the site or within the building.
4. The valuation was conducted on a desktop basis. In the course of the previous property inspection, particular investigation has not been made on environmental matters that are either an inherent feature of the Property itself or the surrounding area, which could impact on the property interest. Examples include the historic mining activity or electricity transmission equipment. We therefore value on the assumption that the Property is not affected by any such environmental matters.

5. No cadastral survey of the Property has been made by the valuers and no responsibility is assumed in connection with such matters. Sketches, pictures, maps and other exhibits are included to assist the Client in visualising the Property. It is assumed that the use of the land and premises is within the boundaries of the Property described and that there is no encroachment or trespass unless noted.
6. The Valuation Certificate is neither a structural survey nor a survey on the electrical and mechanical services in terms of both hardware and software. We therefore value on the assumption that the Property is of sound design and construction, and free from any inherent defect. No detailed inspection or tests have been carried out by us on any of the services or items of equipment; therefore, no warranty can be given with regard to their serviceability, efficiency, safety or adequacy for their purpose. We express no opinion or advice upon the condition of uninspected parts and our report should not be read as making any implied representation or statement about such parts. We have assumed that the Property together with the services therein is in a good state of repair and condition and that there are no outstanding items of expenditure required.
7. Valuation report for the Property is accompanied with corresponding list of assumptions and limiting conditions which states assumptions peculiar and pertinent to Property. Interested parties are advised to read the individual report prior to making any legal, financial or other commitments.
8. We have not inspected the Property's city, local and private consents, licences, approvals, permits or certificates for its use and operations. It is assumed that the Property will be in full compliance with all applicable city, local and private codes, laws, consents, licences and regulations (including a fire certificate and relevant alcohol licences where appropriate), and that all licences, permits, certificates, franchises and so forth can be freely renewed and/or transferred to a purchaser. It is advisable for interested parties to seek full legal due diligence advice of a qualified legal solicitor prior to making any legal, financial or other commitments.
9. All mortgages, liens, encumbrances, leases, servitudes, arrears and penalties have been disregarded unless specified otherwise.
10. No portion of this report, in whole or in part, or any reference thereto may be reproduced in any form or included in any document, circular or statement without the permission of HVS, nor shall the report be distributed to the public through advertising, public relations, news, sales, or other media without the prior written consent of HVS.
11. HVS is not required to give testimony or attendance in court by reason of this economic and valuation study without previous arrangements and only when our standard *per diem* fees and travel costs are paid prior to the appearance.
12. If the reader is making a fiduciary or individual investment decision and has any questions concerning the material contained in this report, it is recommended that the reader contact HVS.
13. The quality of a property's on-site management has a direct effect on a property's economic viability and market value. The financial forecasts

presented in this Valuation Report assume both responsible ownership and competent management. Any variance from this assumption may have a significant impact on the forecast operating results.

14. The estimated operating results presented in this report are based on an evaluation of the current overall economy of the area and neither take into account nor make provision for the effect of any sharp rise or decline in local or economic conditions. To the extent that wages and other operating expenses may advance during the economic life of the Property, it is expected that the prices of rooms, food, beverages and services will be adjusted to at least offset these advances. HVS does not warrant that the estimates will be attained, but they have been prepared on the basis of information obtained during the course of this study and are intended to reflect the expectations of typical investors.

15. Many of the figures presented in this report were generated using sophisticated computer models that make calculations based upon numbers carried out to three or more decimal places. In the interest of simplicity, most numbers presented in this report have been rounded. Thus, these figures may be subject to small rounding errors in some cases.

16. Our valuation opinion is current as at the date of valuation. It is likely that the value assessed may be subjected to significant and unexpected changes over a relatively short period due to reasons including, but not limited to, the result of general market movements and/or other factors specific to the subject Property. We are not liable for any losses arising from any of such subsequent changes in value and neither do we accept any liability where our value opinion is relied upon after the expiration of three months from the date of valuation. We shall not be responsible for any delay to the performance of our valuation exercise, where matters beyond our control cause such delay.

17. Valuing real estate is both a science and an art. Although this valuation employs various mathematical calculations, the final estimate is subjective and may be influenced by the consultant's experience and other factors not specifically set forth in this report.

18. It is assumed that the relationship between the currencies used in this report and other major world currencies remains constant as at the date of our fieldwork.

19. Whilst the information contained herein is believed to be correct, it is subject to change. Nothing contained herein is to be construed as a representation or warranty of any kind.

20. Until the time that all of our professional fees and other charges have been paid in full, the draft or final report, which is provided to you as a professional courtesy, remains the intellectual property of HVS and shall not be utilised in attempting to: a) obtain financial capital (whether debt or equity); b) further any litigation, mediation, or arbitration processes; or c) assist the Client in any cause, action or endeavour.

21. If HVS has not been paid in full for its outstanding professional fees and other charges, and the draft or final report is used in violation of this agreement, HVS will be entitled to seek injunctive relief, monetary damages, and the cost of attorney fees and collection expenses.

22. It is agreed that the liability of HVS, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations and conclusions expressed during this assignment will be rendered by the staff of HVS acting solely as employees and not as individuals. Any responsibility of HVS is limited to the Client, and use of our product by third parties shall be solely at the risk of the Client and/or third parties.
23. This assessment and study has been undertaken by HVS as an independent overseas consultant.
24. Throughout this report, 'HVS' refers to the trading name of SG&R Singapore Pte Ltd and SG&R Valuation Services Company LLC

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Company Registration No. 200709839D

30 June 2023

DBS Trustee Limited
(in its capacity as trustee of CapitaLand Ascott Real Estate Investment Trust)
(the "REIT Trustee")
12 Marina Boulevard
Marina Bay Financial Centre
Singapore 018982

CapitaLand Ascott Business Trust Management Pte. Ltd.
(as trustee-manager of CapitaLand Ascott Business Trust)
(the "BT Trustee-Manager")
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

Dear Sirs

VALUATION OF PROPERTIES AS FOLLOWS:

1. **Ascott Kuningan Jakarta, Indonesia**
2. **Temple Bar Hotel, Dublin, Ireland; and**
3. **The Cavendish London, United Kingdom**

("together the Properties")

Cushman & Wakefield ("C&W") have been instructed to provide the Market Values as at 30 June 2023 and formal valuation reports in respect of the abovementioned properties ("the Properties") for acquisition purposes.

C&W have prepared formal valuation reports (the "Reports") in accordance with the requirements of the instructions and the International Valuation Standards (2021) published by the International Valuation Standards Council ("IVS"). C&W has worked in conjunction with KJPP Willie Prasetio dan Rekan in the valuation of Ascott Kuningan Jakarta.

The valuation represents the "Market Value" which defined by the IVS as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion". Relevant code of practice in each country may also be applicable such as practice standards and guidelines defined by the Royal Chartered Institution of Surveyors ("RICS") and the Indonesian Valuation Standard/Standar Penilaian Indonesia ("SPI").

For the purpose of our opinion of value for the Cavendish Hotel, London you have specifically requested our opinion be based on the following Special Assumptions:

- The hotel is refurbished in the second and third years in accordance with the proposals provided to reposition the hotel in the luxury segment.
- That planning permission has been granted for the redevelopment works proposed.
- The development costs will not exceed £55 million.
- That the hotel is be available to enter into a management agreement on standard market terms.

Our opinion of value in a stabilized year of operation for the Cavendish Hotel, London assumes the hotel redevelopment has been completed the hotel is trading in the luxury segment and is trading in line with our assessment of trade.

Should any of these assumptions prove incorrect this will cause us to alter our opinions.

For the purpose of an intended transaction, we provide a valuation summary of the reports with a brief description of the Properties together with the key factors that have been considered in determining the Market Values of the Properties and the assumptions made. The value conclusions reflect all information known to the valuers of C&W who worked on the valuations in respect to the Properties, market conditions and available data.

Reliance on This Letter

This letter together with its attachments is a summary of the Reports that C&W have carried out and it does not contain all the necessary information and assumptions that are included in the Reports. Further reference may be made to these Reports, copies of the Temple Bar Hotel report is held by the BT Trustee-Manager and copies of the Ascott Kuningan Jakarta and The Cavendish London reports are held by the REIT Trustee.

The valuation contained in the Reports are not guarantees or predictions but are based on the information obtained from reliable and reputable agencies and sources, and CapitaLand Ascott Real Estate Investment Trust Management Limited (in its capacity as manager of CapitaLand Ascott Real Estate Investment Trust) (the **"Manager"**) and the assumptions agreed. Whilst C&W has endeavoured to obtain accurate information, it has not independently verified all the information provided by CapitaLand Ascott Real Estate Investment Trust Management Limited (in its capacity as Manager of Ascott Real Estate Investment Trust), or reliable and reputable agencies.

The valuation has been made on the assumption that the seller sells the Properties on the open market and where applicable with the benefit of any lease agreement and without the benefit of a deferred term contract, joint venture or any similar arrangement except for those disclosed to us, which could serve to affect the values of the Properties.

No allowance has been made in the Reports for any charges, mortgages or amounts owing on the Properties valued nor for any expenses or taxation which may be incurred in effecting a sale. Unless otherwise stated, it is assumed that the Properties are free from encumbrances, restrictions and outgoings of an onerous nature, which could affect their values.

We have relied to a very considerable extent on the information provided to us and have accepted advice given to us on such matters as tenure, particulars of occupancy, floor areas, identification of the Properties, historical financial data and all other relevant matters.

We have had no reason to doubt the truth and accuracy of the information provided to us. We have also sought confirmation that no material factors have been omitted from the information supplied. We consider that we have been provided with sufficient information to reach an informed view, and we have no reason to suspect that any material information has been withheld.

We have been provided with the main terms of the lease contracts which are under negotiation relating to the Properties at the time of preparation of valuation. However, we have not been provided with full copies of the contracts.

The main methodology used in valuing the Properties, namely, the Discounted Cash Flow ("DCF") Analysis, is based on our professional opinion and estimates of the future results and are not guarantees or predictions. This methodology is based on a set of assumptions as to the income and expenses taking into considerations the changes in economic conditions and other relevant factors affecting the Properties. The resultant value is cross-checked by sales comparables where available and is, in our opinion, the best estimate but it is not to be construed as a guarantee or prediction and it is fully dependent upon the accuracy of the assumptions made. This summary does not contain all the necessary support data and details included in our Reports. For further information on that, reference should be made to the Reports to understand the complexity of the methodologies and the variables involved in order to appreciate the context in which the values are arrived at.

We have inspected the Properties. However, no structural survey has been made, but in the course of our inspections, we did not note any serious defects. We are not, however, able to report whether the Properties are free of rot, infestation or any other structural defects. No tests were carried out on any of the services.

We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the Properties but have assumed that the site areas shown on the documents and/or official plans handed to us by the Manager of CapitaLand Ascott Trust Management Limited are correct. All documents have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurement has been taken.

We have also not carried out investigations on site in order to determine the suitability of ground conditions, nor have we undertaken archaeological, ecological or environmental surveys. Our valuation is on the basis that these aspects are satisfactory.

Unless otherwise stated, all monetary sums stated in this letter are in the currency of the country where the respective property is located. Our valuations have been undertaken on a Goods and Services Tax or VAT exclusive basis.

Descriptions of the Properties including land area, gross floor area and tenure can be found in the attached Valuation Certificates.

Valuation Rationale

In arriving at our valuation, we have considered relevant general and economic factors and in particular have investigated recent sales transactions of comparable properties that have occurred in the vicinity or in similar standard localities. We have adopted the Discounted Cash Flow Analysis ("DCF") to derive our valuation opinion and cross-checked with sales comparables where available.

Discounted Cash Flow Analysis

The DCF model is adopted to study the Properties' potential cash flow and to analyze the present value of the anticipated future benefits to the owner over an assumed holding period and a sale at the end of the holding period. Through a DCF model and income capitalization procedure, the values of the Properties are calculated. This approach is usually selected as the preferred valuation method for income-producing properties because it most closely reflects the investment considerations of knowledgeable buyers.

This valuation approach is supported by a cashflow, incorporating projections of future income and expenditure. These are not predictions, but our best estimate of current market thinking on likely future cashflow. These estimates constitute our judgment today and may be subject to change in the future. We make no warranty or representation that these projections of cashflow will materialize.

We have investigated the current market requirements for a return over the investment period from the relevant market sector in order to determine the appropriate discount rates for the Property.

Our selected terminal capitalisation rate used to estimate the terminal sale price, where applicable, takes into consideration perceived market conditions in the future, estimated tenancy and cash flow profile and the overall physical condition of the building at the end of the investment period. The adopted terminal capitalisation rate, additionally, has regard to the duration of the remaining tenure of the property at the end of the cash flow period, where applicable. Please refer to the attached Valuation Certificates for the respective adopted terminal capitalisation rate and discount rate for each asset.

Comparison Approach

The Comparison Approach involves the analysis of recent market sales or rental evidence of similar properties to compare with the premises under valuation with each attribute of the comparables compared with the property being valued such as location, age and condition, tenure and size, amongst others. Due to the nature of the Properties, this approach is mainly used as a cross-check.

Summary of Valuation

Our opinion on the Market Values of the Properties in their existing state, except for the Cavendish Hotel, London, subject to the new proposed hotel/serviced residence management structure provided to us, and assuming free from any encumbrances as at the valuation date are stated in the table below:

S/N	Property	Predominant Use	Market Value as at 30 June 2023
1.	Ascott Kuningan Jakarta, Indonesia	Serviced apartments	IDR 636,000,000,000
2.	Temple Bar Hotel, Dublin Ireland	Hotel	Euro 71,900,000
3a.	The Cavendish London, United Kingdom	Hotel (with the special assumption that the proposed refurbishment is undertaken in years 2-3)	£215,500,000
3b.	The Cavendish London, United Kingdom	Hotel (with special assumption - refurbished and stabilised in 2023)	£304,800,000[1&2]

More property details and the key valuation assumptions for each of the Properties are found in the Valuation Certificates attached to this letter.

Market Uncertainty

The countries in which the properties were valued and other countries continue to experience heightened uncertainty due to a number of factors such as on-going inflationary pressures, rising interest rates, on-going challenges in the banking sector, the impact of Brexit and the Ukraine war in Europe; and unforeseen disasters due to climate change. These factors are impacting on growth, consumer confidence and the cost of borrowing. The increased cost of debt and its reduced availability are having a continued negative impact on investor sentiment which in turn impacts property values.

In recognition of the potential for market conditions to move rapidly in response to wider political and economic changes, we highlight the importance of the Valuation Date as it is important to understand the market context under which the valuation opinion was prepared.

Disclaimer

We have prepared this valuation summary that appears herein and specifically disclaim liability to any person in the event of any omission from or false or misleading statement included herein, other than in respect of the information provided within the valuation reports and summary. We only make warranty or representation as to the accuracy of the information in this valuation summary and the Reports.

[1] Based on special assumption of post refurbishment and stabilised trading in 2023.
[2] The value is reported in actual year values and not in current cash terms.

All information provided to us is treated as correct and true and we accept no responsibility for subsequent changes in information and reserve the right to change our valuation if any information provided were to materially change.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased professional analyses, opinions and conclusions.

We have no present or prospective interest in the Properties and are not a related corporation of nor do we have a relationship with the property owner(s) or other party/parties whom CapitaLand Ascott Residence Trust Management Limited is contracting with.

The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

We hereby certify that the Valuers undertaking the valuation are authorized to practice as valuers in their respective jurisdictions and have the necessary experience in valuing similar types of properties.

Yours faithfully
For and on behalf of
CUSHMAN & WAKEFIELD VHS PTE LTD

Chew May Yenk
Executive Director
Valuation & Advisory Singapore
MSISV, Licensed Appraiser No AD41-2004419H

For and on behalf of
CUSHMAN & WAKEFIELD
DEBENHAM TIE LEUNG LIMITED

Carl Ridgley
International Partner
MRICS
Valuation & Advisory United Kingdom

For and on behalf of
CUSHMAN & WAKEFIELD IRELAND

George Saurin
Director
MRICS MSCSI
Valuation & Advisory Ireland

Counter Signatory:
The above signatories verify that this summary and Valuation Certificates are genuine. The opinion of the value expressed for each property has been arrived at by the Cushman & Wakefield appraiser(s) who valued the property(ies) in their respective locality alone.

Encl. Valuation Certificates

VALUATION CERTIFICATE – ASCOTT KUNINGAN JAKARTA

Client:	DBS Trustee Limited, as trustee of CapitaLand Ascott Real Estate Investment Trust
Purpose of Valuation:	Acquisition purpose
Valuation Date:	30 June 2023
Property:	Ascott Kuningan Jakarta Ciputra World 1, Jalan Prof. DR. Satrio Kav.3-5, Kelurahan Karet Kuningan, Kecamatan Setiabudi, Kota Jakarta Selatan, Provinsi DKI Jakarta, Indonesia
Tenure:	Leasehold interest. According to the information provided to us, the total land area of Ciputra World 1 is approximately 47,874 square meters which is held under Right to Build (Hak Guna Bangunan/HGB) No.00754/Karet Kuningan from 8 June 2016 to 19 May 2027.
Interest Valued:	Strata Title Certificate (Hak Milik Atas Satuan Rumah Susun/HMASRS) on Right to Build (Hak Guna Bangunan/HGB) land.
Registered Proprietor:	PT Menara Aspen Persada
Brief Description of Property:	Ascott Kuningan Jakarta is a serviced apartment block which is a component of the Ciputra World 1 mixed-use superblock development located in the Jakarta Central Business District comprising of a shopping mall (Lotte Mall Jakarta (previously Lotte Shopping Avenue)), DBS Office Tower, Raffles Hotel & Residences Jakarta, Ascott Serviced Apartment & My Home Apartment and Ciputra Artpreneur Center (Museum, Theatre & Gallery), constructed in year 2012 and operational in year 2014. It is arranged over 39 storeys upper structure apartment and 3 basements with a tempered glass façade covered by a reinforced concrete roof. This component is located from Floor 12 to 31 comprising a total of 185 serviced apartment units (101 one-bedroom units, 66 two-bedroom units and 18 three-bedroom units), and 6 non-apartment units which are utilised as supporting facilities and back office with entrance lobby on the Ground Floor (Floor 1). Basement 1 is fully dedicated for the Subject Property which can accommodate 119 car parking lots and 140 motorcycle parking lots.
Town Planning:	Based on the License to Build (Izin Mendirikan Bangunan/IMB) No.5149/IMB/2012 dated 1 May 2012, Building Use Certificate (Sertifikat Laik Fungsi/SLF) No.55/SLF/2014 dated 1 September 2014 and Building Use Certificate (Sertifikat Laik Fungsi/SLF) No.033/C.39a/31.74.02.1002.03.033.C.1.a.b/1/-1.785.51/2022 dated 6 October 2022, the site is zoned for commercial mixed use development of mall, residential, office, hotel, theater, function room, parking and facilities.
Site Area:	47,874 square metres (total land area of Ciputra World 1).
Total Floor Area:	18,009 square metres and 874 square metres (private ownership areas only).
No. of Units:	185 serviced apartment units and 6 non-apartment units.
Management:	Managed by Ascott (the “Operator”).
Method of Valuation:	Income Approach - Discounted Cash Flow Method.
Basis of Valuation:	Market Value subject to proposed serviced residence management agreement terms
Terminal Capitalisation Rate:	7.38%.
Discount Rate:	10.97%.
Market Value:	**IDR 636,000,000,000.-** **(Indonesian Rupiah Six Hundred Thirty Six Billion Only)**
Value per unit/key:	IDR3,438,000.000 approximately
Appraiser/ Prepared By:	Chew May Yenk, MSISV, Cushman & Wakefield Singapore in conjunction with KJPP Willie Prasetio dan Rekan.

VALUATION CERTIFICATE – TEMPLE BAR HOTEL DUBLIN

Client:	CapitaLand Ascott Business Trust Management Pte. Ltd (as Trustee-Manager of CapitaLand Ascott Business Trust)
Purpose of Valuation:	Acquisition purpose
Valuation Date:	30 June 2023
Property:	Temple Bar Hotel, 13-17 Fleet Street, Dublin 2 Ireland
Tenure:	Freehold
Interest Valued:	Freehold interest
Registered Proprietor:	Citadines Temple Bar Limited
Brief Description of Property:	The subject property is a 136-bedroom, four-star hotel located in Dublin City centre at 13-17 Fleet Street, Temple Bar, Dublin 2. It is of traditional construction with a red brick façade and is laid out over five storeys over basement level. Internally, the ground floor level comprises a reception area, common lounge area, breakfast room, main bar (Buskers), main kitchen, staff office and toilet facilities. An additional sportsbar (Off The Ball) is situated at basement level and includes pool tables, gaming facilities and two bars. A pizza kitchen, cloakroom, staff canteen, staff changing rooms and stores are also located at basement level. The first to fourth floors comprise the bedroom accommodation. There is also an outdoor seating area at ground floor level outside the main entrance to Buskers bar. The building has one 13-person, 1,000 kg guest lift, one staff lift and one service lift. The property has two stairwells.
Town Planning:	The subject property is located in an area zoned "Z5" under the Dublin City Development Plan 2022 – 2028 which is defined as "To consolidate and facilitate the development of the central area, and to identify, reinforce, strengthen and protect its civic design character and dignity."
Site Area:	Approximate site area of 0.17 hectares (0.42 acres) according to the site plan provided.
Gross Floor Area:	Approximately 7,800 square metres
No. of Units:	136 bedrooms.
Operating Structure:	Managed by Ascott (the "Operator").
Method of Valuation:	Income Approach - Discounted Cash Flow Method.
Basis of Valuation:	Market Value, subject to proposed hotel management agreement terms
Terminal Capitalization Rate (Gross):	7.39%
Discount Rate (Gross):	9.89%
Market Value:	**Euro 71,900,000 - (Seventy-One Million Nine Hundred Thousand Euro)**
Value per room/key:	€528,676 approximately
Appraiser/ Prepared By:	George Saurin, MRICS MSCSI, Cushman & Wakefield Ireland

VALUATION CERTIFICATE – The Cavendish Hotel, London

Client:	DBS Trustee Limited, as trustee of CapitaLand Ascott Real Estate Investment Trust
Purpose of Valuation:	Acquisition purpose
Valuation Date:	30 June 2023
Property:	The Cavendish Hotel London 81 Jermyn Street, St James, London, SW1Y 6JF, United Kingdom
Tenure:	Leasehold Held leasehold on a 150-year lease starting 12 November 2008, giving approximately 135 years unexpired at the valuation date.
Interest Valued:	Leasehold interests with approximately 135 years unexpired.
Registered Owner:	Leasehold interest owned by The Cavendish Hotel (London) Limited, paying annual rent to South London and Maudsley NHS Trust Charitable Funds.
Brief Description of Property:	Originally constructed in 1966 on the site of a former hotel, the property is a 4-star full-service hotel. The hotel comprises of a fourteen-storey main tower atop a 3-storey base building. It presently comprises 230 bedrooms with ancillary facilities in addition to four retail units. It is our understanding that the last refurbishment took place in 2009, when both the bedrooms and bathrooms were refurbished. The Property currently appears fairly dated, and there is potential for significant refurbishment in order to reposition the hotel into the five-star market. The main entrance is located on Jermyn Street. The hotel can also be accessed via Mason's Yard. Underground parking for approximately 40 vehicles is available to guests as well as external visitors.
Town Planning	Hotel C1 Use
Site Area:	2,483 square meters
Gross Floor Area:	10,850 square meters
No. of Units:	230 bedrooms (proposal to reduce this to 215 bedrooms)
Operating Structure:	Trading hotel available with vacant possession but assuming a management on standard terms is put in place. .
Method of Valuation:	Discounted Cash Flow Analysis
Basis of Valuation:	The property in its existing use assuming the hotel is refurbished in accordance with the proposals to reposition the hotel as a luxury hotel at a cost of £55 million. As the hotel is currently owner-operated and available with vacant possession, we have assumed the hotel would be operated under a management agreement on standard terms rather than the agreement being proposed to be put in place.
Terminal Capitalisation Rate:	5.00%
Discount Rate:	8.00%
Market Value subject to the Assumption that the proposed refurbishment is undertaken:	**£215,500,000**[1] **(Two Hundred Fifteen Million Five Hundred Thousand Pounds)**
Value per room/key:	£936,957 approximately
Market Value subject to the Assumption that the proposed Refurbishment has been undertaken and that the hotel has reached a stabilized position:	**£304,800,000** (**Three Hundred and Four Million Eight Hundred Thousand Pounds**)
Value per room/key:	£1,325,217
Appraiser/Prepared By:	Carl Ridgley, MRICS, Cushman & Wakefield United Kingdom

[1] Market Value based on its existing use and the special assumption that the proposed refurbishment to reposition the hotel in the luxury segment is undertaken.

MARKET RESEARCH REPORT

MARKET RESEARCH REPORT

London, United Kingdom; Dublin, Ireland; Jakarta, Indonesia

SUBMITTED TO:

DBS Trustee Limited (in its capacity as trustee of CapitaLand Ascott Real Estate Investment Trust)
c/o
CapitaLand Ascott Trust Management Limited
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HVS is the trading name of SG&R Valuation Services Company LLC

31 August 2023

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1. **UK Market Overview**

1.1. Economic Indicators

TABLE 1-1-1 KEY ECONOMIC INDICATORS – UK

	Actual					Forecast				
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Real GDP growth (%)	1.7	1.6	(11.0)	7.6	4.0	(0.3)	1.0	2.2	2.0	1.8
Consumer price inflation (av %)	2.5	1.8	0.9	2.6	9.1	6.8	3.0	1.8	2.0	2.0
Current-account balance (% of	(4.1)	(2.8)	(3.2)	(1.5)	(5.6)	(5.2)	(4.4)	(3.8)	(3.7)	(3.6)
Population (in millions)	66.4	66.8	67.1	67.3	67.8	68.1	68.4	68.7	69.0	69.2
Unemployment Rate (%)	4.1	3.8	4.6	4.5	3.7	4.2	4.7	4.4	4.2	4.2

Source: International Montary Fund, April 2023

- GDP growth is forecasted to decline in 2023 amidst a challenging global environment, followed by a moderate growth of 1.0% in 2024 and a 'normalised' 2.2% growth in 2025. This is supported by the authorities' steps taken to enhance the UK's growth potential, such as structural policy reforms and the implementation of the "Windsor Framework" to reduce Brexit-related uncertainty and signal a promising trajectory for the nation's economic future. These initiatives pave the way for increased business investments, fostering a climate of innovation and expansion.

- CPI inflation is forecasted to decline 2.3% to 6.8% in 2023 and normalise to 1.8% to 3.0% between 2024 to 2026. This is in line with monetary policies by the Bank of England to tame inflation.

- Despite various headwinds such as the Russian War over Ukraine and inflationary pressures, the UK is expected to avoid a recession this year with the government's growth and monetary reforms policies.

1.2. London Tourism Overview

- London, with its rich cultural heritage and being the biggest financial hub in Europe, benefits from both leisure and business demand. The city is also the UK's political centre and home to the Houses of Parliament and most government ministries and central government departments. London is a global financial centre and the driving force behind the UK economy. The headquarters of more than 100 of Europe's 500 largest companies are in London (for e.g. Aviva, Barclays, BP, Diageo, HSBC, Shell, Unilever).

- London also offers a range of venues that are important demand generators for the city; it is rated as one of the world's top five cities for events. It is regularly recognised as being one of the best cities for business, in terms of access to markets, communication links, cost factors and languages spoken, giving the city real international status. According to Mastercard's Global Cities Index, London was ranked as the world's third most visited city, welcoming approximately 19.1 million international visitors in 2019.

TABLE 1-2-1 PASSENGER MOVEMENTS AT LONDON HEATHROW AIRPORT

Year	Total	% Change	International	% Change	Domestic	% Change	International % Share	Domestic % Share
2012	69,984,868	—	65,257,750	—	4,727,118	—	93.2 %	6.8 %
2013	72,332,919	3.4 %	67,325,242	3.2 %	5,007,677	5.9 %	93.1	6.9
2014	73,374,825	1.4	68,091,095	1.1	5,283,730	5.5	92.8	7.2
2015	74,959,058	2.2	69,816,491	2.5	5,142,567	(2.7)	93.1	6.9
2016	75,676,223	1.0	71,028,572	1.7	4,647,651	(9.6)	93.9	6.1
2017	77,988,752	3.1	73,186,736	3.0	4,802,016	3.3	93.8	6.2
2018	80,102,017	2.7	75,306,939	2.9	4,795,078	(0.1)	94.0	6.0
2019	80,886,671	1.0	76,046,334	1.0	4,840,337	0.9	94.0	6.0
2020	22,111,009	(72.7)	20,650,968	(72.8)	1,460,041	(69.8)	93.4	6.6
2021	19,393,145	(12.3)	17,624,931	(14.7)	1,768,214	21.1	90.9	9.1
2022	61,599,196	217.6	58,243,078	230.5	3,356,118	89.8	94.6	5.4
Year-to-May								
2019	31,504,435	—	29,610,693	—	1,893,742	—	94.0	6.0
2022	20,081,485	—	18,793,654	—	1,287,831	—	93.6	6.4
2023	30,032,669	49.6 %	28,321,512	95.3 %	1,711,157	32.9 %	94.3	5.7
Compound Annual Growth Rate 2012-19		**2.1 %**		**2.2 %**		**0.3 %**		
Compound Annual Growth Rate 2012-22		**(1.3) %**		**(1.1) %**		**(3.4) %**		

Source: Heathrow Airport

- According to data from London Heathrow Airport ("**LHR**"), London's primary airport, total passenger movements grew at a compounded annual growth rate ("**CAGR**") of 2.1% from 2012 to 2019. Year-to-May 2023, LHR welcomed more than 30 million passengers, indicating an excellent recovery to 95% of 2019 levels for the same period.

TABLE 1-2-2 DOMESTIC AND INTERNATIONAL VISITATION – LONDON

Year	Total	% Change	International Visitors	International % Change	Domestic Visitors	Domestic % Change	International Share	Domestic Share
2011	27,196,000	—	16,103,000	—	11,093,000	—	59.2 %	40.8 %
2012	28,431,000	4.5 %	16,279,000	1.1 %	12,152,000	9.5 %	57.3	42.7
2013	29,784,000	4.8	17,474,000	7.3	12,310,000	1.3	58.7	41.3
2014	29,569,000	(0.7)	18,189,000	4.1	11,380,000	(7.6)	61.5	38.5
2015	32,323,000	9.3	19,385,000	6.6	12,938,000	13.7	60.0	40.0
2016	32,633,000	1.0	20,533,000	5.9	12,100,000	(6.5)	62.9	37.1
2017	33,908,000	3.9	21,708,000	5.7	12,200,000	0.8	64.0	36.0
2018	32,972,000	(2.8)	21,072,000	(2.9)	11,900,000	(2.5)	63.9	36.1
2019	33,913,000	2.9	21,713,000	3.0	12,200,000	2.5	64.0	36.0
2020	11,500,000	(66.1)	4,654,000	(78.6)	6,846,000	(43.9)	40.5	59.5
2021	8,200,000	(28.7)	6,243,000	34.1	1,957,000	(71.4)	76.1	23.9
Compound Annual Growth Rate 2011-19		**2.8 %**		**3.8 %**		**1.2 %**		

Source: Visit London/VisitBritain

- According to data by Visit London, in the preceding 5 years to 2019, international visits to London have been consistently strong, making over 60% of the share as compared to domestic visits as well as an average 3.7% year on year growth.

TABLE 1-2-3 VISITATION BY SOURCE COUNTRY (000s)

	2012	2013	2014	2015	2016	2017	2018	2019	Compound Annual Growth Rate 2012-19	% Share of Total (2019)
UK	12,152	12,310	11,380	12,938	12,100	12,200	11,900	12,200	0.1 %	36.0 %
USA	1,819	1,867	1,990	2,346	2,708	3,134	3,122	3,088	7.9	9.1
France	1,688	1,827	1,906	1,957	2,026	1,955	1,791	1,842	1.3	5.4
Germany	1,232	1,301	1,336	1,377	1,469	1,433	1,435	1,507	2.9	4.4
Italy	1,201	1,373	1,500	1,250	1,300	1,225	1,151	1,392	2.1	4.1
Spain	968	1,024	1,155	1,201	1,316	1,166	1,217	1,213	3.3	3.6
Ireland	622	632	645	840	850	836	716	748	2.7	2.2
The Netherlands	650	677	714	715	779	826	710	712	1.3	2.1
China	187	189	197	343	421	552	629	574	17.4	1.7
Australia	520	615	561	633	621	675	607	568	1.3	1.7
Other	7,393	7,970	8,186	8,721	9,042	9,907	9,694	10,070	4.5	29.7
Total	**28,431**	**29,784**	**29,569**	**32,323**	**32,633**	**33,908**	**32,972**	**33,913**	**2.6 %**	**100.0 %**

Source: Visit London

- According to data by Visit London, London saw a total of 33.9 million visitors in 2019, with 64% being international visitors. The top 5 source markets in 2019 are: UK (36%), the USA (9%), France (5%), Germany (4%), and Italy (4%). The second half of 2022 saw a strong recovery from all European countries and with the easing of COVID restrictions in Asian countries, 2023 should see a steady recovery to 2019 levels. London's feeder markets are very diverse and not overly reliant on any main markets.

- Following the quarantine requirements being lifted in July 2021, which enabled European travel to resume, the UK government lifted all COVID-19 travel restrictions on 18 March 2022. As a result, international travel gained momentum very quickly, but remains below pre-pandemic levels. The second half of 2022 saw a strong recovery from all European and international countries, except for Asian countries, which only saw their borders reopen towards the end of 2022 and the beginning of 2023. We expect a recovery for Asian countries this year and next, given that the health and sanitary restrictions have been lifted in most cases. Their recovery should help London return to 2019 levels.

TABLE 1-2-4 ACCOMODATED BEDNIGHTS IN LONDON

Year	Total	% Change	International	% Change	Domestic	% Change
2010	115,590,000	—	96,370,000	—	24,318,000	—
2011	124,920,000	8.1 %	97,860,000	1.5 %	27,060,000	11.3 %
2012	129,367,000	3.6	101,680,000	3.9	27,687,000	2.3
2013	130,497,000	0.9	103,060,000	1.4	27,437,000	(0.9)
2014	138,978,000	6.5	114,620,000	11.2	24,358,000	(11.2)
2015	145,383,000	4.6	115,220,000	0.5	30,163,000	23.8
2016	149,410,000	2.8	123,070,000	6.8	26,340,000	(12.7)
2017	158,322,000	6.0	130,490,000	6.0	27,832,000	5.7
2018	151,663,000	(4.2)	123,780,000	(5.1)	27,883,000	0.2
2019	147,370,000	(2.8)	118,870,000	(4.0)	28,500,000	2.2
2020	20,766,967	(85.9)	15,750,232	(86.8)	5,016,735	(82.4)
2021	25,542,320	23.0	15,383,640	(2.3)	10,158,680	102.5
Compound Annual Growth Rate 2010-19		**2.5 %**		**2.1 %**		**1.6** %

Source: Visit London

- According to data by Visit London, the compound annual growth rate of accommodated bednights in London from 2010-19 is 2.5%. While data for 2022 and year-to-June 2023 data were not available at the timing of this report, we expect the demand to continue to recover in 2023 to pre-pandemic levels, with more source countries able to travel again.

1.3. London Market Overview

London Hotel Supply

TABLE 1-3-1 HOTEL SUPPLY IN LONDON

	2016	2017	2018	2019	2020	2021	2022	2023	Compound Annual Growth Rate 2016-23	
Number of Hotels										
Five-Star	97	103	104	107	107	111	113	115	2.5	%
Four-Star	289	293	302	309	305	306	313	320	1.5	
Three-Star	242	249	252	253	247	244	245	247	0.3	
Two-Star	338	336	331	332	323	314	311	311	(1.2)	
Other	554	553	561	558	523	513	498	500	(1.5)	
Total	**1,520**	**1,534**	**1,550**	**1,559**	**1,505**	**1,488**	**1,480**	**1,493**	**(0.3)**	**%**
Bed Capacity										
Five-Star	17,026	17,797	17,836	18,398	18,389	19,289	19,361	19,699	2.1	%
Four-Star	45,308	45,864	46,749	47,647	47,397	48,280	49,469	50,965	1.7	
Three-Star	17,174	17,586	17,850	17,884	18,136	18,190	18,457	18,043	0.7	
Two-Star	10,665	10,637	10,551	10,567	10,362	10,135	10,015	10,020	(0.9)	
Other	35,153	36,881	38,575	38,955	39,858	41,142	42,142	41,791	2.5	
Total	**125,326**	**128,765**	**131,561**	**133,451**	**134,142**	**137,036**	**139,444**	**140,518**	**1.6**	**%**

Source: AM:PM

- According to AM:PM (STR), London has more than 1,490 hotels, providing over 140,500 beds; accounting for 19% of the total beds in the UK. Most of the rooms are in the Four-Star category and “other” category (budget hotels, apartments, and hotels), which contributes to around 36% and 30% of the total London room supply, respectively.

- 113 projects will create 15,500 additional rooms (~11% of London Hotel Room counts) in the next four years. Breakdown of the 15,500 room categories: Luxury (9%), Upper Upscale (8%), Upscale (32%), Upper Midscale (27%), Midscale (6%) and Economy (18%).

- New hotel projects are relatively well-distributed in terms of location across London. Mayfair, Covent Garden and Shoreditch represent key development areas; however, demand is expected to remain strong in these markets given their attractivity and location.

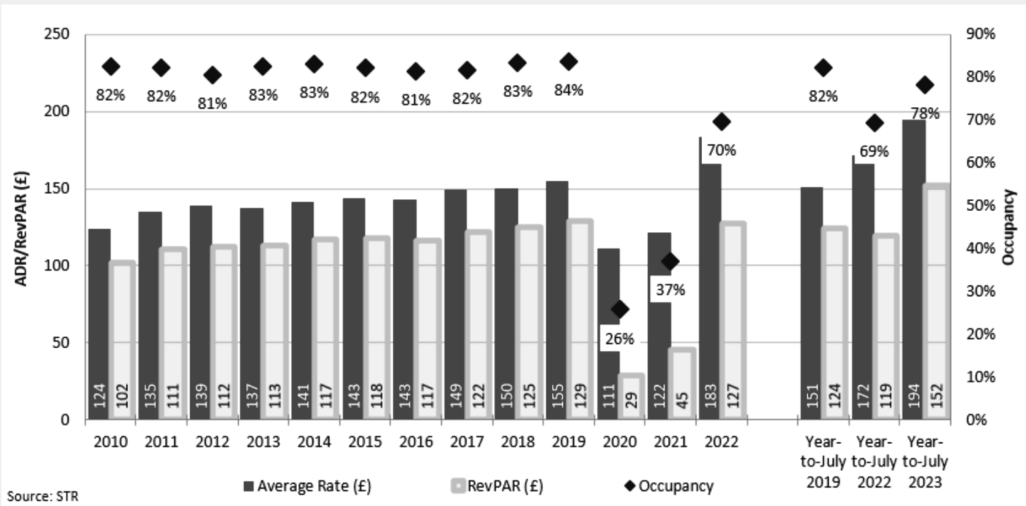
Hotel Supply in the Surrounding Area

- Within Mayfair and Marylebone area, there are 105 hotels and 12,800 rooms, predominantly Luxury & Upper Upscale (87% of total rooms in Mayfair, Marylebone) and Upscale & Upper Midscale (12% of total rooms in Mayfair, Marylebone).

- There are six Luxury and Upscale hotels under construction with additional 711 rooms (~6% of Mayfair and Marylebone current inventory) opening in the next two years –
    - Chancery Rosewood by Rosewood Hotel Group, Luxury, Opening 2025, (139 rooms)
    - Mandarin Oriental Mayfair, Luxury, Opening 2023 (50 rooms)
    - The BoTree, Upscale, by Preferred Hotel, Opening 2023 (199 rooms)
    - In & Out Hotel, Upscale Opening 2024 (102 rooms); Refurbishment Project
    - Raffles London at the OWO, Luxury, Opening 2023 (120 rooms)
    - Waldorf Astoria Admiralty Arch, Luxury, Opening 2025 (101 rooms)
- There are several new projects entering the London hotel market in the next few years, with several in areas such as Mayfair and Marylebone; however, due to the enduring strength of demand in the city, these developments are likely to have only a marginal short-term impact.

1.4. London Trading Performance

TABLE 1-4-1 HOTEL MARKET PERFORMANCE – LONDON, 2010-2022 AND YEAR-TO-DATE 2019, 2022 AND 2023



- Before COVID-19, London hotel market recorded a 2.6% compounded annual growth rate in RevPAR between 2010 and 2019. This is driven by an increase in average rates from increasing share of international of four- and five-star hotels that increases the appeal of London as an event city.

- Hotel RevPAR performance declined in 2020-21 due to COVID-19 pandemic. However, the London hotel market proved to be quite resilient compared to most other gateway markets in Europe, recording around a 65% RevPAR decrease in 2021 compared to 2019, versus a 78% drop in Amsterdam or 74% in Brussels, according to STR data. Only Paris was ahead of London with only a 60% RevPAR decrease in 2021 compared to 2019.

- Hotel RevPAR performance recovered strong in 2022. The bounce-back in performance is noticeable from March onwards, with few months indicating a particularly robust performance, ahead of 2019 levels, thanks to high volumes as well as much higher rates than the levels expected for that period of the year. In fact, 2022 RevPAR levels is only 1.4% below 2019 in absolute terms, illustrating the rapid recovery from May.

- Year-to-July 2023, London Hotel ADR and RevPAR performance exceeded 2019 levels by 29% and 23% in absolute terms while occupancy rates remained just 4 percentage points below 2019 levels, over the same period. We expect the remainder of 2023 to continue in that direction. We anticipate the RevPAR outperformance over 2019 to further increase in 2024, as occupancy continues to recover and average rates continue to rise.

1.5. London Market Outlook

- London is a global gateway city and currently amongst the best cities in the world for air connectivity. Despite recent challenges from COVID-19, rising inflation, the Russian War over Ukraine and subsequent impact on energy and food costs, global supply chain and overall staffing challenges, the market has demonstrated much resilience. It has proven less prone to performance volatility and holds the fundamentals to bounce back, aided by the diversity of both source markets and demand generators.

- London's hotel market is witnessing a robust short-term recovery with a notable surge in leisure travellers and a pent-up demand for social events. The outlook remains very positive with the gradual return of the MICE and Corporate segments, although the latter may recover at a slower pace due to the prevalence of hybrid work models.

- It is worthy to note that year-to-July 2023 RevPAR levels already exceeded 2019 for the same period without this return of MICE and Corporate segment. Hence, the market is poised to grow beyond pre-COVID levels from 2023, driven by this balanced demand from both leisure and business travellers seeking to explore the city’s rich offerings.

- In the longer term, trading performance is expected to improve further, with catalysts such as more leisure and MICE events, improving city infrastructure with new tunnels, cross rails, as well as a more efficient and sustainable transport system and more.

2. Ireland Market Overview

2.1. Economic Indicators

TABLE 2-1-1 KEY ECONOMIC INDICATORS – IRELAND

	Actual					Forecast				
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Real GDP growth (%)	8.5	5.4	6.2	13.6	12.0	5.6	4.0	3.6	3.0	3.0
Consumer price inflation (av %)	0.7	0.9	(0.5)	2.4	8.1	5.0	3.2	2.4	2.0	2.0
Government net lending/borrowing (% of GDP)	0.1	0.5	(5.0)	(1.7)	1.2	1.3	2.0	1.0	1.0	1.0
Current-account balance (% of GDP)	4.9	(19.8)	(6.8)	14.2	8.8	8.2	7.5	7.0	7.0	7.0
Unemployment rate (% labour force)	5.8	5.0	5.9	6.3	4.5	4.5	4.5	4.5	4.5	4.5
Foreign direct investment, net inflows (% of GDP)	17.5	(11.7)	8.2	16.1	2.8	–	–	–	–	–

Source: International Monetary Fund, The World Bank, 2023

- GDP is projected to experience robust economic growth with 5.6% in 2023, followed by an average growth of 3.4% for the next three years. The future GDP growth is expected to be driven by strong export performance, with growing demand for Irish products from the USA, the European Union and other markets. Significant employment growth and rising summer tourism are also expected to play a major role in Ireland's economic expansion. Dublin is the most important city in Ireland and is the country's capital, contributing over 40% of GDP in Ireland.

- CPI is forecasted at 5.0% in 2023 and expected to taper to 2.0% in 2026, suggesting relatively moderate inflationary pressures. Unemployment rate is forecasted to remain constant from 2023 to 2027, signalling stable economic growth.

2.2. Dublin Tourism Overview

- Dublin is one of the IT hubs in Europe, with over 100 overseas software companies selecting Dublin as their European base. Numerous electronics and technology companies have headquarters in the city, such as LinkedIn, Amazon, Google, Facebook, Salesforce.com and Twitter. Ireland is also home to the headquarters of the world's largest pharmaceutical companies such as Alkermes, icon, Java Clinical, Merrion Pharmaceuticals and The Tech Group (West Pharma). These large companies generate significant business demand for the city.

- Dublin's mix of medieval, Georgian, and modern architecture coupled with a wealth of history, culture, and nightlife also attracts leisure visitors. It is a classic weekend destination with popular sites including Trinity College, St Patrick's Cathedral, Christchurch Cathedral, and the Guinness Storehouse. The city is also famous for its nightlife, which is centred around the Temple Bar District.

TABLE 2-2-1 CONVENTION CENTRE STATISTICS – DUBLIN

Year	Number of Meetings	% Change
2009	52	—
2010	60	15.4 %
2011	76	26.7
2012	97	27.6
2013	114	17.5
2014	83	(27.2)
2015	97	16.9
2016	118	21.6
2017	117	(0.8)
2018	104	(11.1)
2019	109	4.8

Source: ICCA, 2020

- According to ICCA, Dublin hosted approximately 109 meetings (around 52,000 participants) in 2019 and ranks 16 globally by number of events. Ireland's world-class, purpose-built international conference venue, The Convention Centre Dublin (CCD), has 22 multipurpose rooms across four floors and the largest room, an auditorium, has a capacity of approximately 2,000 people.

- There are also three major leisure event venues in Dublin which creates substantial additional demand for many of the city's hotels:

  - The 3Arena (formerly The O2)- a 14,500-capacity amphitheatre, the largest indoor arena in Ireland. The venue is owned by Live Nation and is among the top-ten busiest music arenas by ticket sales in the world.

  - The Aviva Stadium – a 51,700-capacity stadium and Ireland's first and only UEFA Elite Stadium for football. The stadium opened in May 2010 and hosted the Europa League Final and the inaugural Nations Cup in 2011. It is a venue for major sporting events such as football and rugby and can host large music concerts such as Taylor Swift's "The Eras Tour" in 2024.

  - The Croke Park stadium – a 82,300-capacity stadium (largest in Ireland, and the third-largest stadium in Europe) and has another 5,000 ft² (465 m²) of meetings and events space with 8 suites and 90 meeting rooms. It is also a venue for major sporting events and large music concerts.

TABLE 2-2-2 PASSENGER MOVEMENTS AT DUBLIN INTERNATIONAL AIRPORT

Year	Total	% Change	International	% Change	Domestic	% Change	International % Share	Domestic % Share
2010	18,397,068	—	18,038,104	—	358,964	—	98.0 %	2.0 %
2011	18,819,387	2.3 %	18,595,532	3.1 %	223,855	(37.6) %	98.8	1.2
2012	19,092,348	1.5	19,031,776	2.3	60,572	(72.9)	99.7	0.3
2013	20,159,027	5.6	20,093,635	5.6	65,392	8.0	99.7	0.3
2014	21,707,328	7.7	21,636,533	7.7	70,795	8.3	99.7	0.3
2015	25,049,335	15.4	24,974,187	15.4	75,148	6.1	99.7	0.3
2016	28,000,000	11.8	27,916,000	11.8	84,000	11.8	99.7	0.3
2017	29,600,000	5.7	29,511,200	5.7	88,800	5.7	99.7	0.3
2018	31,500,000	6.4	31,405,500	6.4	94,500	6.4	99.7	0.3
2019	32,900,000	4.4	32,801,300	4.4	98,700	4.4	99.7	0.3
2020	7,400,000	(77.5)	7,368,400	(77.5)	31,600	(68.0)	99.6	0.4
2021	8,489,426	14.7	8,453,402	14.7	36,024	14.0	99.6	0.4
2022	28,100,000	231.0	27,978,599	231.0	121,401	237.0	99.6	0.4
Year-to-March								
2019	6,480,314	—	—	—	—	—	—	—
2022	4,099,571	(36.7) %	—	—	—	—	—	—
2023	6,589,570	60.7	—	—	—	—	—	—
Compound Annual Growth Rate 2010-19		**6.7 %**		**6.9 %**		**(13.4) %**		
Compound Annual Growth Rate 2010-22		**3.6 %**		**3.7 %**		**(8.6) %**		

Source: Airports Council International

- Dublin International Airport is the busiest airport in Ireland with extensive short and medium haul networks and about 30 routes to the UK. In 2019, Dublin Airport had flights to more than 190 destinations in 42 countries operated by almost 50 airlines and was ranked the tenth largest airport in the European Union ("EU").

- According to Airports Council International, total passenger movements grew at a compound annual growth rate of 6.7% from 2010 to 2019. Year-to-March 2023, Dublin Airport welcomed around 6.5 million passengers and surpassed pre-pandemic levels for the same period by 2%. Since 2012,

- the share of international passengers has been more than 99%, reflecting Dublin's international status within the country.

TABLE 2-2-3 DOMESTIC AND INTERNATIONAL VISITATION – DUBLIN

Year	Total	% Change	International Visitors	International % Change	Domestic Visitors	Domestic % Change	International Share	Domestic Share
2009	5,476,000	—	4,045,000	—	1,431,000	—	73.9 %	26.1 %
2010	4,858,000	(11.3) %	3,742,000	(7.5) %	1,116,000	(22.0) %	77.0	23.0
2011	5,018,000	3.3	3,739,000	(0.1)	1,279,000	14.6	74.5	25.5
2012	5,451,000	8.6	3,809,000	1.9	1,642,000	28.4	69.9	30.1
2013	5,523,000	1.3	3,998,000	5.0	1,525,000	(7.1)	72.4	27.6
2014	5,758,000	4.3	4,119,000	3.0	1,639,000	7.5	71.5	28.5
2015	6,536,000	13.5	4,937,000	19.9	1,599,000	(2.4)	75.5	24.5
2016	7,119,000	8.9	5,687,000	15.2	1,432,000	(10.4)	79.9	20.1
2017	7,433,000	4.4	5,936,000	4.4	1,497,000	4.5	79.9	20.1
2018	8,009,000	7.7	6,309,000	6.3	1,700,000	13.6	78.8	21.2
2019	8,407,000	5.0	6,644,000	5.3	1,763,000	3.7	79.0	21.0
Compound Annual Growth Rate 2009-19		**4.0 %**		**4.6 %**		**1.9 %**		

Source: failteireland.ie

- According to failteireland.ie, in the preceding 5 years to 2019, international visits to Dublin have been consistently strong, making over 75% of the share as compared to domestic visits as well as an average 7.9% growth.

- We forecast visits to Dublin to continue recovering going forward, fully returning to the historical level during 2023 and early 2024.

TABLE 2-2-4 ARRIVALS IN IRELAND BY SOURCE REGION 2014-19 (000s)

Nationality	2014	2015	2016	2017	2018	2019	CAGR
Britain	*3,007*	*3,346*	*3,632*	*3,445*	*3,480*	*3,487*	*3.0%*
France	420	471	494	512	525	534	*4.9%*
Germany	535	609	624	644	763	728	*6.4%*
Italy	246	304	326	343	376	364	*8.2%*
Spain	274	322	370	411	404	411	*8.4%*
Netherlands	151	174	222	230	229	235	*9.2%*
Belgium	99	121	127	123	128	122	*4.3%*
Denmark	55	66	64	70	68	71	*5.2%*
Sweden	60	64	59	75	75	77	*5.1%*
Switzerland	84	105	107	104	111	120	*7.4%*
Austria	57	53	58	60	68	77	*6.2%*
Norway	50	58	50	54	53	48	*-0.8%*
Poland	140	161	176	171	188	214	*8.9%*
Others (Europe)	318	373	427	458	524	606	*13.8%*
Mainland Europe	*2,489*	*2,881*	*3,104*	*3,255*	*3,512*	*3,607*	*7.7%*
USA	1,005	1,129	1,294	1,511	1,739	1,673	*10.7%*
Canada	140	165	183	204	224	229	*10.3%*
North America	*1,145*	*1,294*	*1,477*	*1,715*	*1,963*	*1,902*	*10.7%*
Australia, New Zealand & Other Oceania	191	204	206	208	226	225	*3.3%*
Other Areas	271	312	325	399	428	450	*10.7%*
Rest of World	*462*	*516*	*531*	*607*	*654*	*675*	*7.9%*
Northern Ireland	1,708	1,492	1,358	1,315	1,338	1,277	*-5.7%*
Total Out-of-State	***8,811***	***9,529***	***10,102***	***10,337***	***10,947***	***10,948***	***4.4%***
Domestic Trips	***8,991***	***9,125***	***9,359***	***9,626***	***10,919***	***11,621***	***5.3%***

Source: failteireland.ie

- According to failteireland.ie, the top 5 overseas source markets in 2019 are: Britain (32%), USA (15%), Germany (7%), France (5%), and Spain (4%).

- In 2022, we expect Dublin's arrivals from all source markets to have recovered significantly, on account of the growth of passenger movements in Dublin Airport. We understand that Dublin's arrivals experienced a more than 100% year-on-year growth, followed by a 230% increase in the number of passengers in Dublin Airport, as well as a 120% growth in Dublin hotel market occupancy in 2022. We forecast that during 2023 and early 2024, the visitation from all source markets will have returned to the pre-pandemic level.

2.3. Dublin Market Overview

Dublin Hotel Supply

TABLE 2-3-1 EVOLUTION OF HOTEL SUPPLY – DUBLIN

Year	Number of Hotels	Number of Rooms	% Change	Number of Hotels Added This Year	Number of Rooms Added This Year	Number of Hotels Closed This Year	Number of Rooms Closed This Year
2009	254	22,616	—	0	0	11	689
2010	252	22,579	(0.2) %	2	269	4	306
2011	251	22,597	0.1	1	109	2	91
2012	248	22,472	(0.6)	0	0	3	125
2013	245	22,587	0.5	1	187	4	72
2014	239	22,474	(0.5)	2	124	8	237
2015	238	22,306	(0.7)	3	118	4	286
2016	233	22,020	(1.3)	2	207	7	493
2017	231	21,987	(0.1)	0	0	2	33
2018	237	22,457	2.1	9	677	3	207
2019	244	23,589	5.0	8	1,178	1	46
2020	242	23,225	(1.5)	1	160	3	524
2021	248	24,465	5.3	7	1,268	1	28
2022	254	25,979	6.2	7	1,544	1	30
2023	258	26,702	2.8	4	723	0	0

Source: AM:PM, June 2023

- According to AM:PM (STR), Dublin has more than 250 hotels, providing over 26,700 rooms. Most of the rooms are Upscale (33%) and Upper Upscale (29%), followed by Upper Midscale (12%), Economy (10%), Midscale (9%) and Luxury (6%) rooms.
- There are 15 projects under construction, creating additional 2,500 rooms (~9% of Dublin current inventory) over the next two years. Breakdown of the rooms under construction by positioning: Upper Upscale (8%), Upscale (4%), Upper Midscale (3%), Midscale (18%), and Economy (33%).
- While new hotel supply is expected to enter Dublin, the city’s quality and branded supply has traditionally been considered undersupplied and demand is expected to return to the pre-pandemic level and remain strong in the following years, driven by strong leisure demand, coupled with strong pent up for events.

Hotel Supply in the surrounding area

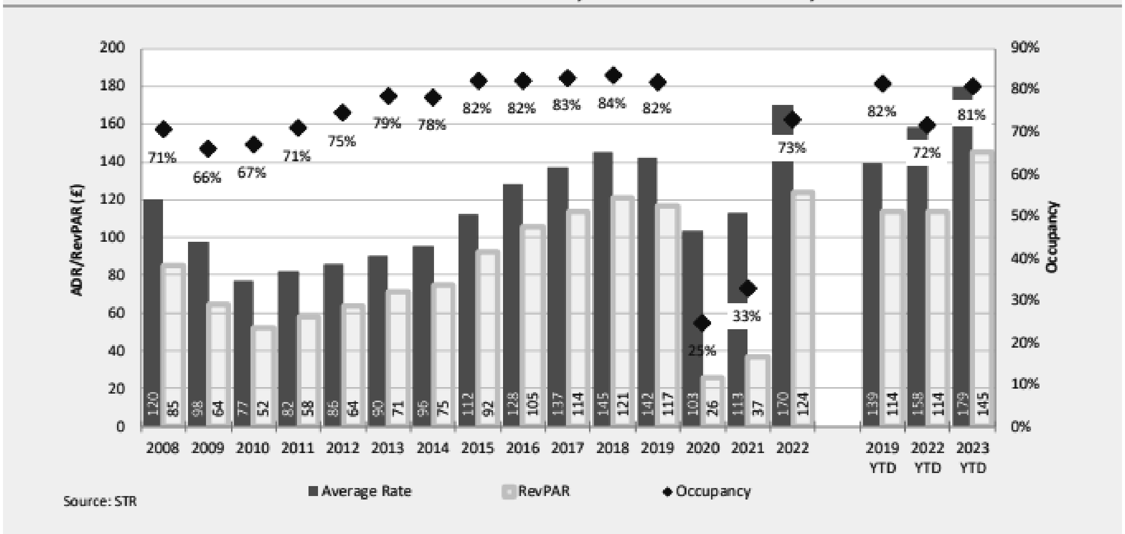
- Within the Temple Bar area, there are currently 18 hotels and 1,300 rooms. The breakdown of rooms is Upper Upscale (72%), Economy (17%), Luxury (8%) and Upscale (3%).
- There are 4 approved projects in the current hotel pipeline that are expected to add 164 rooms to the Temple Bar area (13% of the current hotel room supply).
- The 4 new projects include 2 new hotels and 2 extensions to the existing hotels.

- Planning phase – Shamrock Chambers Hotel, Upper Midscale, expected to open 2025 (47 rooms)
- Final Planning Phase – Hotel name undisclosed, Upper Midscale Hotel on 1-3 Westmoreland (40 rooms)
- Construction Phase – Handels Hotel Temple Bar (11-rooms extension)
- Final Planning Phase – Paramount (66-rooms extension).

- Since there is only one upcoming hotel with a confirmed opening date within the Temple Bar area in the following two years, we don't expect the demand of the existing hotels in the area to be significantly affected, and we therefore forecast the hotel demand in the Temple Bar area to remain strong.

2.4. Dublin Trading Performance

TABLE 2-4-1 DUBLIN HOTEL PERFORMANCE 2008-22, YEAR-TO-JUNE 2019, 2022 AND 2023



- Despite COVID-19, Dublin hotel market recorded a 6.8% and 7.5% compound annual growth rate in ADR and RevPAR respectively between 2010 and 2022. This was driven by Dublin's strong economic performance, improving transport links, successful marketing of Dublin as a tourist destination, and growing number of attractions and events in the city.

- The relaxation of the COVID-19 measures saw a significant improvement in Dublin hotel market, with 2022 RevPAR experiencing a more than triple increase on 2021, achieved through a 120% growth in occupancy and a 50% rise in ADR. However, despite a strong performance recovery in 2022, hotel demand volumes remained 11% behind the 2019 level. As a result, even though the 2022 average rate showed a real 8% increase on 2019, 2022 RevPAR remained 4% behind 2019 in real terms.

- The year-to-June 2023 data shown a 28% increase in RevPAR compared to the same period last year, driven by a 13% rise in occupancy and a 13% growth in ADR. Moreover, the year-to-June 2023 occupancy nearly reached that of the same period in 2019, and average rate surpassed 2019 by 11% in real terms, leading to RevPAR representing a 10% real increase on 2019.

- With the positive recovery trend continuing throughout the rest of the year, we expect Dublin hotel market to exceed the pre-pandemic level by the end of 2023, reaching around 82% occupancy and EUR 180 ADR, resulting in a EUR 148 RevPAR (a 20% year-on-year increase, 26% increase on 2019). In 2024, we forecast the occupancy of Dublin hotel market to stay maintain 2019 levels, with average rate increasing by around 3% on 2023 leading to a EUR 152 RevPAR (a 3% year-on-year increase, 30% increase on 2019).

2.5. Dublin Market Outlook

- As a key hub in Europe, for both commercial and leisure demand, Dublin has been showing strong recovery since the second half of 2021. The strong 2023 RevPAR exceeding pre-pandemic levels are reflective of Dublin's strong demand fundamentals – consecutively named the "Best Weekend Destination" by the readers of Global Traveller. The outlook remains very positive with the return of leisure events such as Coldplay's "Music of the Spheres World Tour" and Taylor Swift's "The Eras Tour" in 2024 and MICE events such as the IAOS Meeting & Conference, Digital Marketing Conference, UNITY and the European Public Health Conference.

- It is worth highlighting that Dublin's hotel market demand growth has been strong over the last decade, with occupancy over 80% in the last five years to 2019. Furthermore, this market has traditionally been considered undersupplied in terms of quality, branded supply. With year-to-June 2023 ADR and RevPAR figures exceeding 2019 for the same period, we expect visitors' numbers, visitations from all source market and hotel performance to fully return to the pre-pandemic level in 2023 and early 2024, driven by strong leisure and pent-up demand for events. The city has a strong marketing strategy in place, and we consider that Dublin's attractiveness as a destination is likely to continue to grow in the short to medium term.

- Given the pre-pandemic levels of growth, Dublin airport had invested EUR 320 million into an additional runway in 2022, expecting to accommodate more than the total historical amount of 32 million passengers annually.

- In the longer term, trading performance in Dublin is expected to improve, driven by catalysts such as leisure and MICE events, improving city infrastructure such as the widening of the M50 motorway and the construction of new bypasses around Dublin as well as a more efficient and sustainable transport system with the implementation of the new Transport Strategy 2022-2024.

3. Indonesia Market Overview

3.1. Economic Indicators

TABLE 3-1-1 ECONOMIC INDICATORS – INDONESIA

	Actual						Forecast				
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Real GDP Growth (%)	5.1	5.2	5.0	(2.1)	3.7	5.3	5.0	5.1	5.0	5.0	5.0
Consumer Price Inflation (av; %)	3.8	3.3	2.8	2.0	1.6	4.2	4.4	3.0	2.7	2.6	2.5
Current-account Balance (% of GDP)	(1.6)	(2.9)	(2.7)	(0.4)	0.3	1.0	(0.3)	(0.7)	(1.0)	(1.4)	(1.5)
Population (in millions)	261.4	264.2	266.9	270.2	272.3	274.9	277.4	280.0	282.5	284.9	287.3
Unemployment Rate (%)	5.5	5.2	5.2	7.1	6.5	5.9	5.3	5.2	5.1	5.1	5.1
Foreign Direct Investments, net inflows (% of GDP)	2.0	1.8	2.2	1.8	1.8	1.6	-	-	-	-	-

Source: International Monetary Fund, The World Bank, 2023

- Indonesia's economy experienced a rebound in real GDP growth to its pre-pandemic levels of 5.3% in 2022 and the growth rate is expected to decrease marginally in 2023 to 5.0%. Indonesia's growth is driven by a recovery in domestic demand and export performance amidst high international commodity prices.

- Indonesia is expected to maintain a stable average growth of 5.0% from 2023F to 2027F, due to the economy's growth potential, given its current income level, the abundant supply of land and labour as well as the gradual recovery of domestic and international travel. Tourism is an important pillar to Indonesia, contributing approximately 5.7% to the country's GDP in 2019.

- CPI is expected to peak in 2023 and stabilize at less than 3.0% from 2024F to 2027F, with prices of food and fuel remaining elevated. In addition, government's infrastructure projects are expected to counter inflationary pressures in the long run.

- Inward Foreign Direct Investments are expected to grow with an average of USD24.5 billion per year from 2023F to 2027F. Chinese investments into Indonesia's infrastructure sector has been rising rapidly. Indonesia falls within China's Belt and Road Initiative (BRI) and has been a beneficiary of loans from the Chinese-led Asian Infrastructure Investment Bank (AIIB). Additionally, with the implementation of the Omnibus Law in 2020, FDI is expected to increase gradually over the years as it is easier to do business in Indonesia due to streamlined labour regulations.

3.2. Jakarta Tourism Overview

- Jakarta remains a popular business and leisure destination globally, with hotels targeting all segments of travelers. The capital city contributes heavily to Indonesia's overall tourism industry, not only as a popular destination but also as a connecting hub to other destinations within Indonesia.

- The city is known to be a popular destination for meetings and events, the rebound in activities will expect leisure and business travelers' growth. Some notable events that were hosted pre-pandemic would include, the 2018 Asian Games, 2019 Indonesia International MICE EXPO, and the Indonesia International Amusement and Leisure Expo.

TABLE 3-2-1 PASSENGER MOVEMENTS, JAKARTA 2008 – YEAR-TO-DATE MAY 2023

Year	Total Visitor Arrivals	Total Visitor Arrivals (Air)	Total Visitor Arrivals (Sea)	Total Visitors Y-o-Y Growth Rate
2008	1,532,603	1,464,717	67,886	-
2009	1,449,652	1,390,440	59,212	-5.4%
2010	1,887,495	1,823,636	63,859	30.2%
2011	1,998,193	1,933,022	65,171	5.9%
2012	2,120,018	2,053,850	66,168	6.1%
2013	2,305,729	2,240,502	65,227	8.8%
2014	2,311,378	2,246,437	64,941	0.2%
2015	2,368,886	2,304,275	64,611	2.5%
2016	2,476,382	2,416,060	60,322	4.5%
2017*	2,749,321	2,749,321	-	11.0%
2018	2,814,586	2,814,586	-	2.4%
2019	2,419,196	2,419,196	-	-14.0%
2020	435,139	435,139	-	-82.0%
2021	119,063	119,063	-	-72.6%
2022	934,661	934,661	-	685.0%
YTD May 2019	938,938	938,938	-	-
YTD May 2023	639,497	639,497	-	-31.9%
CAGR (2017-2022)	-19.4%	-19.4%		

- Jakarta has two international airports – Soekarno-Hatta (“**SHIA**”) and Halim Perdanakusuma (“**HPIA**”), with SHIA being the primary entry into Jakarta and one of the five busiest airports in terms of passenger movements within the Asia Pacific Region. Year-to-May 2023, SHIA’s total passenger movements in Jakarta reflected a 335% increase over same period last year and achieved 68% of the same period in 2019. This indicates that while visitor arrivals by air have yet to recover to pre-pandemic levels, gradual recovery can be observed.

TABLE 3-2-2 INTERNATIONAL VISITOR ARRIVALS, INDONESIA, 2011 – YEAR-TO-DATE MAY 2023

International Arrivals	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	548,821	652,692	614,328	753,079	724,698	814,303	1,107,968	1,097,839	1,201,735	1,272,083	126,515	121,978	735,947
February	568,057	592,502	678,415	702,666	794,302	888,309	1,023,388	1,197,503	1,243,996	863,960	105,788	105,195	701,931
March	598,068	658,602	725,316	765,607	792,804	915,019	1,059,777	1,363,426	1,311,911	470,970	119,979	142,007	869,243
April	608,093	626,100	646,117	726,332	750,999	901,095	1,171,386	1,302,321	1,274,231	160,042	112,756	213,381	865,810
May	600,191	650,883	700,708	752,363	794,294	915,206	1,148,588	1,242,705	1,249,536	163,646	139,433	333,109	945,590
June	674,402	695,531	789,594	851,475	815,307	857,651	1,144,001	1,322,674	1,434,103	158,256	126,844	452,995	
July	745,451	701,200	717,784	777,210	815,351	1,032,741	1,370,591	1,547,231	1,468,173	157,939	127,249	598,164	
August	621,084	634,194	771,009	826,821	853,244	1,031,986	1,393,243	1,511,021	1,530,268	163,185	118,533	624,256	
September	650,071	683,584	770,878	791,296	870,351	1,006,653	1,250,231	1,370,943	1,388,719	151,275	120,100	648,901	
October	656,006	688,341	719,903	808,767	826,196	1,040,651	1,161,565	1,291,605	1,346,434	153,918	146,137	678,901	
November	654,948	693,867	807,422	764,461	777,976	1,002,333	1,062,030	1,157,483	1,280,781	144,467	150,577	657,269	
December	724,539	766,966	860,655	915,334	913,828	1,113,328	1,147,031	1,405,554	1,377,067	164,088	163,619	895,121	
Total	7,649,731	8,044,462	8,802,129	9,435,411	9,729,350	11,519,275	14,039,799	15,810,305	16,106,954	4,023,829	1,557,530	5,471,277	4,118,521
% change arrivals		5.2%	9.4%	7.2%	3.1%	18.4%	21.9%	12.6%	1.9%	-75.0%	-61.3%	251.3%	-24.7%

- Year-to-May 2023, international arrivals to Indonesia saw a 350% increase when compared to the same period last year, due to the re-opening of global borders alongside the pent-up demand. Despite this positive trend, international arrivals in year-to-May 2023 remains 34% below the same period in 2019. The current figures demonstrate a positive recovery outlook as international arrivals at 4.1 million are expected to increase further. While tourist arrivals are expected to increase gradually in 2023, it is likely that international arrivals will not surpass pre-pandemic levels by the end of the year.

- According to Badan Pusat Statistik, the top source markets for Indonesia for year-to-May 2023 are Malaysia (17%), Australia (12%), Singapore (12%), Timor Leste (8%), China (6%), India (5%), USA (3%), UK (3%), and South Korea (3%).

- Compared to 2022, China emerged as Indonesia's top five source markets. With China opening up in the upcoming months, we can expect more China to become a bigger source market for Indonesia. While international arrivals by source markets have yet to reach pre-pandemic levels, the top five source markets for year-to-May 2023's is consistent with 2019 namely – Malaysia, Australia, Singapore, Timor Leste, and China. We expect further growth particularly from destinations with stronger currencies, such as Singapore.

TABLE 3-2-3 ESTIMATED GUEST ARRIVALS ACCOMODATED IN CLASSIFIED HOTEL, JAKARTA 2008–2022

Year	Total Accommodated Guests	Total Accommodated Guests (International)	Total Accommodated Guests (Domestic)	Total Guests Y-o-Y Growth Rate	CAGR from 2008
2008	3,846,000	655,000	3,191,000	85.6%	
2009	4,208,000	651,000	3,557,000	9.4%	
2010	4,815,000	883,000	3,932,000	14.4%	
2011	6,483,000	1,013,000	5,470,000	34.6%	
2012	6,456,000	1,190,000	5,266,000	-0.4%	
2013	7,091,000	1,115,000	5,976,000	9.8%	
2014	7,746,000	1,223,000	6,523,000	9.2%	
2015	10,160,000	1,874,000	8,286,000	31.2%	
2016	10,134,000	1,862,000	8,272,000	-0.3%	
2017	12,529,000	1,879,000	10,650,000	23.6%	
2018	15,067,000	2,266,000	12,801,000	20.3%	14.6%
2019	11,793,000	1,530,000	10,263,000	-21.7%	10.7%
2020	536,000	268,000	268,000	-95.5%	-15.1%
2021	6,281,000	283,000	5,998,000	1071.8%	3.8%
2022	6,137,000	415,000	5,722,000	-2.3%	3.4%

Source: Badan Pusat Statistik

- According to data from Badan Pusat Statistik, between 2008 and 2018, the number of accommodated guests in Jakarta registered a CAGR of 14.6% from 3.9 million in 2008 to 15.1 million in 2018. Total accommodated guests to Jakarta decreased by 21.7% to 11.8 million in 2019 due to the local riots and protests. While COVID-19 further dampened the accommodated guests in 2020, 2021 saw a 1071.8% year-on-year increase due to the surge in domestic guests.

- In 2022, international guests recorded a 46.6% year-on-year increase while domestic guests recorded a 5% decline as compared to 2021. The growth in international guests could be attributed to global borders re-opening and attractive foreign currencies exchange rates to rupiah, while the slight decline in domestic guests could be due to higher inflationary pressures. While 2023 data is not available at the timing of this report, we expect the demand in 2023 to recover to 2019 levels, with more source countries able to travel again.

HVS

3.3. Jakarta Market Overview

Hotel Supply

TABLE 3-3-1 PIPELINE SUPPLY – JAKARTA (YEAR-TO-JUNE 2023)

Project Name	Room Count	Projected Opening Date	Brand	Chain Scale
aloft Hotel Jakarta Kebon Jeruk	140	2023	aloft Hotel	Upscale Chain
Ascott Menteng Jakarta	151	2023	Ascott	Upper Upscale Chain
Citadines Gatot Subroto Jakarta	102	2023	Citadines	Upscale Chain
Pan Pacific Jakarta	158	2023	Pan Pacific	Upper Upscale Chain
Parkroyal Serviced Suites Jakarta	180	2023	PARKROYAL	Upscale Chain
Somerset Kencana Jakarta	148	2023	Somerset	Upper Midscale Chain
Swiss-belhotel Kelapa Gading	316	2023	Swiss-Belhotel	Upper Midscale Chain
Citadines Kemang Jakarta	180	2024	Citadines	Upscale Chain
Harris Hotel Gunung Sahari Jakarta	161	2024	HARRIS	Upper Midscale Chain
ibis Jakarta Raden Saleh	105	2024	ibis	Midscale Chain
Parkroyal Jakarta	185	2024	PARKROYAL	Upscale Chain
Somerset Mega Kuningan Jakarta	168	2024	Somerset	Upper Midscale Chain
Somerset Puri Mansion Jakarta	167	2024	Somerset	Upper Midscale Chain
HARRIS Airport Jakarta	180	2025	HARRIS	Upper Midscale Chain
ibis Jakarta Mangga Besar	150	2025	ibis	Midscale Chain
Okura Jakarta	181	2025	Okura	Upper Upscale Chain
ibis Jakarta Pasar Minggu	189	2025	ibis	Midscale Chain
Novotel Jakarta Fatmawati	175	2026	Novotel	Upscale Chain
Waldorf Astoria Jakarta	183	2026	Waldorf Astoria	Luxury Chain
Fairfield by Marriott Slipi	224	2027	Fairfield Inn	Upper Midscale Chain
YELLO Hotel Gunung Sahari Jakarta	162	2027	Yello	Midscale Chain
Hotel Indigo Jakarta Pantai Indah Kapuk(DR)	235	2029	Hotel Indigo	Upper Upscale Chain
Regent	144	2029	Regent	Luxury Chain
Voco Jakarta Slipi	176	2029	Holiday Inn	Upper Midscale Chain
Hilton Jakarta	475	2031	Hilton	Upper Upscale Chain

- According to HVS research, Jakarta has more than 435 hotels and a total of 47,332 rooms. The largest scale type is Economy (39%), followed by Upscale (23%), Midscale (22%), and Luxury (17%).

- During COVID-19, key hotels such as The Westin Jakarta and The Hotel Sultan Jakarta closed temporarily and a few hotels in the pipeline were delayed. Post-pandemic, these key hotels have re-opened but the opening dates of some hotels in the pipeline are still being deferred. Despite the growing demand for tourism, these projects may continue to be restricted by macroeconomic pressures caused by the Russia-Ukraine War, rising interest rates, and inflationary pressures.

- In five years, the number of hotels in Jakarta will increase by approximately 8%, reaching 50,937 rooms by 2027.

- Substantial pipeline supply is located outside the South Jakarta CBD area which may cause ADR to decline and shift demand to the outside Jakarta's CBD area. However, demand within the South Jakarta CBD is still expected to remain strong due to the attractive location for business travelers. Furthermore, the supply will likely be absorbed by the resilient demand seen over the last decade as reflected by the strong growth in total accommodated guests, increasing annually by an average of ~11% from 2008 to 2019 and well supported by the rebound of leisure and corporate events.

Hotel Supply Within Surrounding Area

- Within the South Jakarta CBD area, there are 116 hotels and 20,311 rooms. The largest is Luxury (31%), followed by Upper Upscale (15%), Upscale (20%), Upper Midscale (12%), Midscale (10%), and Economy (12%).

- There are 6 projects under construction, adding 1,202 rooms (~6% of South Jakarta CBD's current inventory) over the next 2 years. Breakdown of the rooms under construction by positioning: Upper Upscale (41%) and Upscale (59%).

    - Ascott Menteng Jakarta, Upper Upscale, expected to open in 2023 (151 rooms)

    - Parkroyal Serviced Suites Jakarta, Upscale, expected to open in 2023 (180 rooms)

    - 25Hours Hotel Jakarta, Upscale, expected to open in 2023 (347 rooms)

    - Pan Pacific Jakarta, Upper Upscale, expected to open in 2024 (158 rooms)

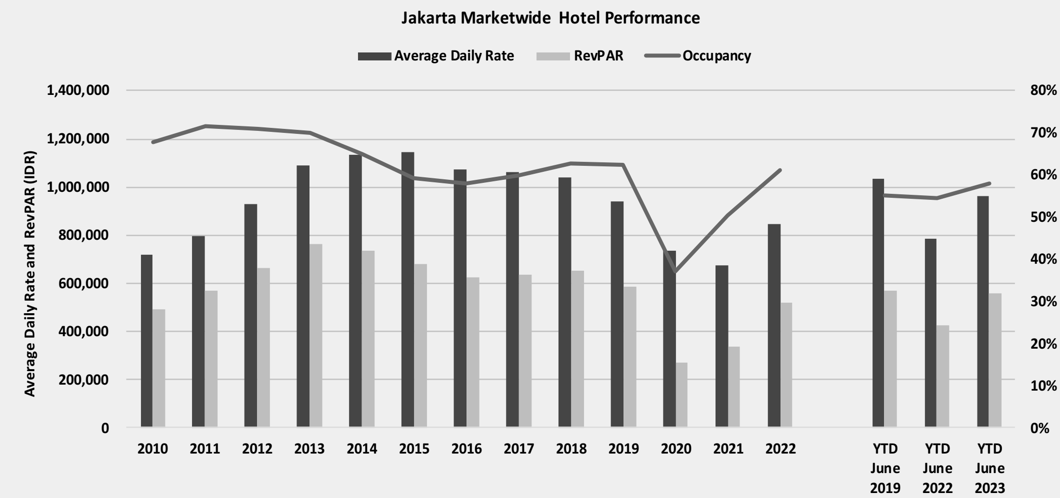
    - Parkroyal Jakarta, Upscale, expected to open in 2024 (185 rooms)

    - Okura Jakarta, Upper Upscale, expected to open in 2025 (181 rooms)

- Due to the pandemic, the supply of South Jakarta CBD hotel rooms was negatively affected due to the decrease in demand for travel and tourism. However, with the easing of international travel restrictions, the South Jakarta CBD hotel market witnessed a substantial recovery, supported by strong domestic demand. This upward trend is likely to continue for the coming years, particularly with the return of MICE activities, which would boost hotel demand in the CBD area. With several projects under construction, and planning stages, HVS expects the hotel supply to gradually ramp up to accommodate the growing demand.

3.4. Jakarta Trading Performance

TABLE 3-4-1 JAKARTA HOTEL PERFORMANCE 2010-22, YEAR-TO-DATE JUNE 2019, 2022, AND 2023



Source: STR

- Despite COVID-19, Jakarta hotel market recorded a 1.3% and 0.5% CAGR in ADR and RevPAR respectively, between 2010 to 2022. The positive RevPAR CAGR is mainly driven by the increase in ADR, likely due to the rise in quality of hotels, enticing more business travelers to visit Jakarta.
- With the easing of COVID-19 restrictions, Jakarta's RevPAR increased to IDR 518,316 in 2022, reflecting a 90% growth as compared to 2020. However, 2022 RevPAR levels were still 11% lower than 2019. While hotel performance declined in 2020-21 due to the COVID-19 pandemic, Jakarta hotel market remained relatively resilient as compared to other markets, recording a 42% RevPAR decrease in 2021 compared to 2019, versus a 61% decline in Singapore or 72% decline in Kuala Lumpur, according to STR data.
- In year-to-June 2023, Jakarta hotel performance remained resilient as compared to the same period in 2019. Despite a negative 7% change in ADR, when compared to year-to-June 2019, occupancy levels are at 58.1%, well recovered past 55.3% in year-to-June 2019, leading to a RevPAR slightly below year-to-June 2019 levels by 2%. This indicates that the Jakarta hotel performance is on the road to recovery and is expected to reach 2019 levels by end-2023.

- Historically, Jakarta's occupancy tends to pick up in the second half of the year. In addition to hosting key events such as the FIBA Basketball World Cup, we expect the Jakarta hotel market to reach approximately 64% occupancy (1.6 percentage point increase from 2019), ADR at IDR981,000 (5% increase in 2019) and RevPAR at IDR631,000 in 2023 (22% year-on-year increase, 8% increase in 2019). HVS expects that, in 2024, the Jakarta hotel market will reach approximately 65% occupancy (0.6 percentage point increase from 2019), ADR at IDR1 million (7% increase in 2019) and RevPAR at IDR 647,000 (3% year-on-year increase, 11% increase in 2019). From the year-to-June 2023 performance, signs of post-pandemic recovery could already be observed. Jakarta hotel performance in 2024 is expected to grow further with RevPAR growth trends largely being driven by increasing ADRs.

3.5. Jakarta Market Outlook

- The 18th Asian Games in 2018 marked the peak of hotel performance in in Jakarta. Moving forward, Jakarta needs to secure similar large-scale events to improve the demand market in the next few years. Some key events in 2023 that will boost travel demand includes the FIBA World Cup 2023 in Jakarta.

- Jakarta has been showing signs of gradual recovery in terms of hotel performance and visitor arrivals. This can be attributed to the return of leisure and corporate travelers. With the return of key leisure, MICE, and corporate events, the outlook for Jakarta remains positive. In addition, the Indonesian government's decision to lift all travel restrictions in the first half of 2023 will further boost Jakarta's tourism throughout 2023 before a complete recovery in 2024.

- In the longer term, Jakarta's infrastructure will undergo significant improvements to enhance connectivity and allow the city to accommodate the more leisure and business travelers:

    - Soekarno-Hatta Airport's fourth terminal will expand the airport's capacity to accommodate 45 million more passengers by 2024. Additionally, the launch of new flight routes from Ho Chi Minh, Mumbai, and expansion of flight capacities from Abu Dhabi is expected to facilitate the growth in the number of visitor arrivals.

    - Jakarta-Bundung 142-km High Speed Rail ("**HSR**") will link Indonesia's largest city, Jakarta with Indonesia fourth largest city, Bandung. According to The Straits Times, the ~USD 7.2 billion project is currently at the trial launch stage and is expected to significantly decrease traveling time between the two cities by more than 4 hours to 45 minutes. With the launch of the HSR, the Indonesian government announced that they will explore the possibility of extending the HSR to Surabaya.

PROCEDURES FOR EXTRAORDINARY GENERAL MEETING

1. DATE, TIME AND CONDUCT OF EGM

The EGM will be convened and held at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617 (the "**Physical Meeting**") and by electronic means (the "**Virtual Meeting**") on Tuesday, 24 October 2023 at 3.00 p.m. (Singapore Time), for the purpose of considering and, if thought fit, passing with or without modification, the resolutions set out in the Notice of EGM, which are set out on pages E-1 to E-7 ("**Notice of EGM**") of the Circular dated 9 October 2023 to Stapled Securityholders ("**Circular**").

Approval by way of an Ordinary Resolution is required in respect of the resolutions.

A Depositor shall not be regarded as a Stapled Securityholder entitled to attend the EGM and to speak and vote thereat unless he is shown to have Stapled Securities entered against his name in the Depository Register, as certified by CDP as at 48 hours before the time fixed for the EGM.

The Chairman of the Managers, Mr Tan Beng Hai, Bob, and Chief Executive Officer of the Managers, Ms Teo Joo Ling, Serena, will conduct the proceedings of the EGM and will address the substantial and relevant questions raised during the EGM which are related to the resolutions to be tabled for approval at the EGM.

The Managers will endeavour to address all substantial and relevant questions (which are related to the resolutions to be tabled for approval at the EGM) received in advance of the EGM from the Stapled Securityholders, prior to or during the EGM. The Managers will publish the responses to the substantial and relevant questions which the Managers will not be addressing during the EGM, on CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html and on the SGX website at the URL https://www.sgx.com/securities/company-announcements, prior to the EGM. Where substantially similar questions are received, the Managers will consolidate such questions and consequently, not all questions may be individually addressed.

The Managers will publish the minutes of the EGM on CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html and on the SGX website at the URL https://www.sgx.com/securities/company-announcements within one month from the date of the EGM, and the minutes will include the responses to the substantial and relevant questions which are addressed during the EGM.

2. CIRCULAR, NOTICE OF EGM AND PROXY FORM

Printed copies of the Circular, Notice of EGM and the instrument appointing a proxy(ies) ("**Proxy Form**") will be sent to Stapled Securityholders.

The Circular, the Notice of EGM and the Proxy Form will be published on CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html, and will also be made available on the SGX website at the URL https://www.sgx.com/securities/company-announcements.

3. PRE-REGISTRATION REQUIREMENTS APPLICABLE TO STAPLED SECURITYHOLDERS WHO WISH TO ATTEND THE VIRTUAL MEETING

Stapled Securityholders, including CPF and SRS investors, who wish to attend the EGM by electronic means, can pre-register themselves or, where applicable, their duly appointed proxy(ies), for the Virtual Meeting at the pre-registration website at https://investor.capitalandascotttrust.com/agm_egm.html from now up to 3.00 p.m. (Singapore Time) on Sunday, 22 October 2023 to enable the Managers to verify their status.

Stapled Securityholders (including CPF and SRS investors), or where, applicable, their duly appointed proxy(ies) who have (or have been) pre-registered by the 22 October 2023, 3.00 p.m. (Singapore Time) deadline, but have not received the Confirmation Email for Virtual Meeting (as defined below) by 8.00 p.m. (Singapore Time) on Monday, 23 October 2023, should immediately contact CLAS' Stapled Security Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at (65) 6536-5355 (during office hours) or via email at clas@boardroomlimited.com.

4. PERSONAL ATTENDANCE AT THE PHYSICAL MEETING

Stapled Securityholders (including CPF and SRS investors), or, where applicable, their appointed proxy(ies) who wish to attend the Physical Meeting in person are required to note the following:

(a) Registration

Stapled Securityholders will first need to register personally at the registration counter(s) outside the Physical Meeting venue on the day of the event, and should bring along their NRIC/passport to enable the Managers to verify their identity for entry to, and (where applicable) be provided with a handheld device for electronic voting at, the Physical Meeting.

For the avoidance of doubt, Stapled Securityholders, including CPF and SRS investors, are not required to pre-register themselves or, where applicable, their appointed proxy(ies), for the Physical Meeting at the pre-registration website if they would like to attend the Physical Meeting in person.

Registration will commence at **2.00 p.m. (Singapore Time) on Tuesday, 24 October 2023**. Stapled Securityholders are advised not to attend the Physical Meeting if they are feeling unwell.

(b) Raising questions

Stapled Securityholders (including CPF and SRS investors), or, where applicable, their appointed proxy(ies) attending the EGM will be able to:

(i) submit questions in advance of the EGM; and

(ii) raise questions at the EGM.

Please refer to the Notice of EGM for the arrangements relating to submission and raising of questions to the Chairman of the EGM in advance of, or live at, the EGM and the addressing of substantial and relevant questions in advance of, or at the EGM.

(c) **Voting at the EGM**

Live voting will be conducted during the EGM for Stapled Securityholders or, where applicable, their duly appointed proxy(ies) attending the Physical Meeting. Please refer to paragraphs 6 and 7 below for further details on the voting at the EGM.

5. DETAILS OF THE VIRTUAL MEETING

Stapled Securityholders (including CPF and SRS investors) or, where applicable, their duly appointed proxy(ies) who wish to attend the Virtual Meeting are required to note the following:

(a) **Pre-registration**

(i) when pre-registering, to select the option to indicate their interest to attend the Virtual Meeting; and

(ii) following verification, authenticated Stapled Securityholders (including CPF and SRS investors) or, where applicable, their duly appointed proxy(ies), who have (or have been) pre-registered, will receive an email confirming successful registration by 8.00 p.m. (Singapore Time) on Monday, 23 October 2023 which will contain unique user credentials as well as instructions on how to access the live audio-visual webcast and live audio-only stream of the EGM proceedings (the "**Confirmation Email for Virtual Meeting**").

(b) **Observing and/or listening to the EGM proceedings via the live webcast**

Stapled Securityholders (including CPF and SRS investors) or, where applicable, their duly appointed proxy(ies) attending the Virtual Meeting will be able to observe and/or listen to the EGM proceedings through live audio-visual webcast or live audio-only stream via their mobile phones, tablets or computers.

(c) **Submitting questions**

Stapled Securityholders (including CPF and SRS investors), or, where applicable, their appointed proxy(ies) attending the Virtual Meeting will be able to:

(i) submit questions in advance of the EGM; and

(ii) raise questions at the EGM, by typing in and submitting their questions through the live chat function via the audio-visual webcast platform.

Please refer to the Notice of EGM for the arrangements relating to submission and raising of questions to the Chairman of the EGM in advance of, or live at, the EGM and the addressing of substantial and relevant questions in advance of, or at the EGM.

(d) **Voting at the EGM**

Live voting will be conducted during the EGM for Stapled Securityholders or, where applicable, their duly appointed proxy(ies) attending the Virtual Meeting. Please refer to paragraphs 6 and 7 below for further details on the voting at the EGM.

6. VOTING AT THE EGM

Live voting will be conducted during the EGM for Stapled Securityholders or, where applicable, their appointed proxy(ies) attending the Physical Meeting or the Virtual Meeting.

It is important for Stapled Securityholders or, where applicable, their duly appointed proxy(ies) attending the Virtual Meeting to have their own web-browser enabled devices ready for voting during the Virtual Meeting.

Stapled Securityholders who wish to exercise their voting rights at the EGM may:

(a) (where such Stapled Securityholders are individuals) vote live at the EGM or (whether such Stapled Securityholders are individuals or corporates) appoint a proxy(ies) (other than the Chairman of the EGM) to vote live at the EGM on their behalf; or

(b) (whether such Stapled Securityholders are individuals or corporates) appoint the Chairman of the EGM as their proxy to vote on their behalf at the EGM.

7. RELEVANT INTERMEDIARIES

Persons who hold Stapled Securities through relevant intermediaries (as defined below), other than CPF and SRS investors, and who wish to participate in the EGM by:

(a) attending the Physical Meeting in person;

(b) observing and/or listening to the EGM proceedings via live audio-visual webcast or live audio-only stream;

(c) submitting questions to the Chairman of the EGM in advance of, or at, the EGM; and/or

(d) voting at the EGM (i) live by being appointed as proxy by their relevant intermediary, or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM,

should contact the relevant intermediary through which they hold such Stapled Securities as soon as possible in order to make the necessary arrangements for them to participate in the EGM.

"**relevant intermediary**" means:

(i) a banking corporation licensed under the Banking Act 1970, or a wholly owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Stapled Securities in that capacity;

(ii) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001, and who holds Stapled Securities in that capacity; or

(iii) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act 1953, in respect of Stapled Securities purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Stapled Securities in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

CPF and SRS investors should note that they:

(i) may vote live at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or

(ii) (as an alternative to (i) above) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by **3.00 p.m. (Singapore Time) on Friday, 13 October 2023**, being seven working days before the date of the EGM. For the avoidance of doubt, CPF and SRS investors will not be able to appoint third party proxy(ies) (i.e. persons other than the Chairman of the EGM) to vote live at the EGM on their behalf.

8. KEY ACTIONS TO BE TAKEN BY STAPLED SECURITYHOLDERS

In summary, the key actions to be taken by Stapled Securityholders if they wish to participate in the EGM, based on the manner in which they hold their Stapled Securities, are set out in the table below:

<table>
<tr><th></th><th>If you hold Stapled Securities via CDP</th><th>If you hold Stapled Securities through CPF or SRS</th><th>If you hold Stapled Securities through a relevant intermediary</th></tr>
<tr><td>You wish to ask questions in advance, and to attend, speak and vote at the EGM</td><td colspan="2">Submit questions in advance via the pre-registration website, via email or by post by 3.00 p.m. (Singapore Time) on Thursday, 19 October 2023
Pre-register for the Virtual Meeting at the pre-registration website by 3.00 p.m. (Singapore Time) on Sunday, 22 October 2023
Ask questions and vote live at the EGM by attending the Physical Meeting or accessing the EGM proceedings via the live audio-visual webcast at 3.00 p.m. (Singapore Time) on Tuesday, 24 October 2023</td><td>Approach your relevant intermediary (if your relevant intermediary has not already contacted you)</td></tr>
<tr><td>You do not wish to attend the EGM, but wish to vote by appointing Chairman of the EGM as proxy</td><td>Submit instrument of proxy[1] appointing Chairman of the EGM as proxy via the pre-registration website, via email or by post by 3.00 p.m. (Singapore Time) on Sunday, 22 October 2023</td><td>Approach your CPF Agent Bank or SRS Operator to submit your votes by 3.00 p.m. (Singapore Time) on Friday, 13 October 2023</td><td>Approach your relevant intermediary (if your relevant intermediary has not already contacted you)</td></tr>
</table>

	If you hold Stapled Securities via CDP	If you hold Stapled Securities through CPF or SRS	If you hold Stapled Securities through a relevant intermediary
You do not wish to attend the EGM, but wish to appoint third party proxy(ies)	**Submit instrument of proxy**[(1)] appointing third party proxy(ies) via the pre-registration website, via email or by post by 3.00 p.m. (Singapore Time) on Sunday, 22 October 2023 **Pre-register** your proxy(ies) for the Physical Meeting or the Virtual Meeting at the pre-registration website by 3.00 p.m. (Singapore Time) on Sunday, 22 October 2023 Your proxy(ies) can **ask questions and vote live at the EGM** by attending the Physical Meeting or accessing EGM proceedings via the live audio-visual webcast at 3.00 p.m. (Singapore Time) on Tuesday, 24 October 2023	Not applicable	Not applicable

Note:

(1) An instrument appointing a proxy(ies) which is executed by an attorney under a power of attorney or other authority on behalf of the appointor, or by a corporation under its common seal, may only be submitted by post or via email using the Proxy Form, and not via the pre-registration website.

9. KEY DATES AND DEADLINES FOR THE EGM

The table below sets out the key dates and deadlines for Stapled Securityholders, including CPF and SRS investors to note.

Key Dates	Actions
9 October 2023 (Monday)	Stapled Securityholders (including CPF and SRS investors) attending the Virtual Meeting may begin to pre-register themselves or, where applicable, their appointed proxy(ies) for the EGM at the pre-registration website at https://investor.capitalandascotttrust.com/agm_egm.html.
3.00 p.m. (Singapore Time) on 13 October 2023 (Friday)	Deadline for CPF or SRS investors who wish to appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM to approach their respective CPF Agent Banks or SRS Operators and to submit their votes.
3.00 p.m. (Singapore Time) on 19 October 2023 (Thursday)	Deadline for Stapled Securityholders (including CPF and SRS investors) to submit questions in advance of the EGM.
3.00 p.m. (Singapore Time) on 22 October 2023 (Sunday)	Deadline for Stapled Securityholders (including CPF and SRS investors) to pre-register for the Virtual Meeting. Deadline for Stapled Securityholders (excluding CPF and SRS investors) to submit instruments appointing a proxy(ies) for the EGM.
8.00 p.m. (Singapore Time) on 23 October 2023 (Monday)	Virtual Meeting: Authenticated Stapled Securityholders (including CPF and SRS investors), or, where applicable, their duly appointed proxy(ies) who have (or have been) pre-registered will receive the Confirmation Email for Virtual Meeting. Stapled Securityholders (including CPF and SRS investors) who have (or have been) pre-registered by 22 October 2023, 3.00 p.m. (Singapore Time) deadline, but have not received the Confirmation Email for Virtual Meeting by 8.00 p.m. (Singapore Time) on 23 October 2023 (Monday), should immediately contact CLAS' Stapled Security Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at (65) 6536-5355 (during office hours) or via email at clas@boardroomlimited.com.

Key Dates	Actions
Date and time of the EGM 3.00 p.m. (Singapore Time) on 24 October 2023 (Tuesday) **Registration commences at 2.00 p.m.**	Physical Meeting: Stapled Securityholders (including CPF and SRS investors) or, where applicable, their appointed proxy(ies) will need to register personally at the registration counter(s) outside the Physical Meeting venue on the day of the event, and should bring along their NRIC/passport to enable the Managers to verify their identity for entry to, and (where applicable) be provided with a handheld device for electronic voting at, the Physical Meeting. Virtual Meeting: • Click on the link in the Confirmation Email for Virtual Meeting and follow the instructions to access the live audio-visual webcast of the EGM proceedings and to ask questions and vote live at the EGM via the audio-visual webcast platform; or • Call the telephone number in the Confirmation Email for Virtual Meeting and follow the instructions to access the live audio-only stream of the EGM proceedings. • Stapled Securityholders (including CPF and SRS investors) or, where applicable, their appointed proxy(ies) must access the EGM proceedings via the live audio-visual webcast in order to ask questions and vote live at the EGM, and will not be able to do so via the audio-only stream of the EGM proceedings.

10. IMPORTANT REMINDER

The Managers may be required to change the arrangements for the EGM at short notice. Stapled Securityholders should check CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html or the SGX website at the URL https://www.sgx.com/securities/company-announcements for the latest updates on the status of the EGM.

CAPITALAND ASCOTT REAL ESTATE INVESTMENT TRUST
(a real estate investment trust constituted on 19 January 2006 under the laws of the Republic of Singapore)

MANAGED BY
CAPITALAND ASCOTT TRUST MANAGEMENT LIMITED

CAPITALAND ASCOTT BUSINESS TRUST
(a business trust constituted on 9 September 2019 under the laws of the Republic of Singapore)

MANAGED BY
CAPITALAND ASCOTT BUSINESS TRUST MANAGEMENT PTE. LTD.

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of the holders of stapled securities of CapitaLand Ascott Trust ("**CLAS**", and the holders of stapled securities of CLAS, "**Stapled Securityholders**"), which comprises CapitaLand Ascott Real Estate Investment Trust and CapitaLand Ascott Business Trust, will be held at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617 and by electronic means on Tuesday, 24 October 2023 at 3.00 p.m. (Singapore Time), for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions (capitalised terms not otherwise defined herein shall bear the meanings ascribed to them in the circular dated 9 October 2023 to Stapled Securityholders (the "**Circular**")):

ORDINARY RESOLUTION

RESOLUTION 1: THE PROPOSED ACQUISITIONS OF (A) 100.0% OF THE SHARES IN THE CAVENDISH TARGETCO WHICH INDIRECTLY HOLDS THE CAVENDISH LONDON, (B) TEMPLE BAR HOTEL, AND (C) 100.0% OF THE SHARES IN EACH OF THE KUNINGAN TARGETCOS WHICH INDIRECTLY HOLD ASCOTT KUNINGAN JAKARTA, AND ENTRY INTO MANAGEMENT AGREEMENTS, AS INTERESTED PERSON TRANSACTIONS

RESOLVED That:

(i) approval be and is hereby given for the proposed acquisition by CapitaLand Ascott Real Estate Investment Trust, through its direct wholly owned subsidiary, Ascott REIT (Europe) Pte. Ltd. (the "**Cavendish Purchaser**"), from Ascott (Jersey) Limited (the "**Cavendish Vendor**"), of 100.0% of the shares in Ascott St James (Jersey) Limited (the "**Cavendish TargetCo**"), which indirectly holds The Cavendish London (the "**Cavendish Share Acquisition**"), on the terms and conditions set out in the conditional share purchase agreement which the Cavendish Purchaser entered into with the Cavendish Vendor to acquire 100.0% of the shares in the Cavendish TargetCo (the "**Cavendish SPA**"), and the entry into the Cavendish SPA be and is hereby approved and ratified;

(ii) approval be and is hereby given for the proposed acquisition by CapitaLand Ascott Business Trust, through its indirect wholly owned subsidiary, TUC T Bar Hotel (Dublin) Limited (the "**Temple Bar Purchaser**"), from Citadines Temple Bar Limited (the "**Temple Bar Vendor**"), of Temple Bar Hotel (the "**Temple Bar Target Property**", and the acquisition, the "**Temple Bar Property Acquisition**"), on the terms and conditions set out in the conditional purchase agreement which the Temple Bar Purchaser entered into with the Temple Bar Vendor to acquire the Temple Bar Target Property (the "**Temple Bar Purchase Agreement**"), and the entry into the Temple Bar Purchase Agreement be and is hereby approved and ratified;

(iii) approval be and is hereby given for the proposed acquisition by DBS Trustee Limited (as trustee of CapitaLand Ascott Real Estate Investment Trust) (the "**Trustee**" and the "**Kuningan Purchaser**"), from Piatra Pte Ltd (the "**Kuningan Vendor**"), of (a) 100.0% of the shares in Ascott Kuningan (S) Pte. Ltd. and (b) 100.0% of the shares in Ascott Tower (S) Pte. Ltd. (each, a "**Kuningan TargetCo**" and collectively, the "**Kuningan TargetCos**"), which indirectly hold Ascott Kuningan Jakarta (the "**Kuningan Share Acquisition**" and together with the Cavendish Share Acquisition and the Temple Bar Property Acquisition, the "**Proposed Acquisitions**"), on the terms and conditions set out in the conditional share purchase agreement which the Kuningan Purchaser entered into with the Kuningan Vendor to acquire 100.0% of the shares in each of the Kuningan TargetCos (the "**Kuningan SPA**"), and the entry into the Kuningan SPA be and is hereby approved and ratified;

(iv) approval be and is hereby given for the execution of (a) the hotel management agreement to be entered into between Ascott Hospitality Management (UK) Limited as the operator and The Cavendish Hotel (London) Limited in respect of The Cavendish London (the "**Cavendish Management Agreement**"), (b) the hotel management agreement to be entered into between Ascott Hospitality Management (UK) Limited (or another wholly owned subsidiary of The Ascott Limited) as the operator and TUC T Bar Hotel (Dublin) Limited in respect of Temple Bar Hotel (the "**Temple Bar Management Agreement**"), and (c) the serviced residence management agreement to be entered into between PT Ascott International Management Indonesia as the operator and PT Menara Aspen Persada in respect of Ascott Kuningan Jakarta (the "**Kuningan Management Agreement**", and together with the Cavendish Management Agreement and the Temple Bar Management Agreement, collectively, the "**Management Agreements**") on the terms and conditions set out in the respective Management Agreements;

(v) approval be and is hereby given for the entry by CLAS (whether directly or indirectly through its subsidiaries) into all agreements and transactions in connection with the Proposed Acquisitions and the Management Agreements, and all ancillary agreements contemplated thereby or incidental thereto, or which are necessary to give effect to the Proposed Acquisitions and the Management Agreements; and

(vi) CapitaLand Ascott Trust Management Limited (as manager of CapitaLand Ascott Real Estate Investment Trust) and CapitaLand Ascott Business Trust Management Pte. Ltd. (as trustee-manager of CapitaLand Ascott Business Trust) (together, the "**Managers**"), any director of the Managers and the Trustee, be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Managers, such director of the Managers or, as the case may be, the Trustee, may consider expedient or necessary or in the interests of CLAS to give effect to the Proposed Acquisitions and the Management Agreements, and the entry into the agreements and all transactions in connection therewith.

ORDINARY RESOLUTION

RESOLUTION 2: THE PROPOSED RENEWALS OF THE THREE FRENCH MASTER LEASE AGREEMENTS, AS INTERESTED PERSON TRANSACTIONS

RESOLVED That:

(i) approval be and is hereby given for the proposed renewal of three French master lease agreements (each, a "**Renewed French Master Lease Agreement**", and collectively, the "**Renewed French Master Lease Agreements**", and the renewals, the "**Proposed French Master Lease Renewals**") for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, on the terms and conditions set out in the Renewed French Master Lease Agreements, and the entry into the Renewed French Master Lease Agreements be and is hereby approved and ratified;

(ii) approval be and is hereby given for the entry by CLAS (whether directly or indirectly through its subsidiaries) into all agreements and transactions in connection with the Proposed French Master Lease Renewals and all ancillary agreements contemplated thereby or incidental thereto, or which are necessary to give effect to the Proposed French Master Lease Renewals; and

(iii) the Managers, any director of the Managers and the Trustee, be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Managers, such director of the Managers or, as the case may be, the Trustee, may consider expedient or necessary or in the interests of CLAS to give effect to the Proposed French Master Lease Renewals and the entry into the agreements and all transactions in connection therewith.

BY ORDER OF THE BOARD

CapitaLand Ascott Trust Management Limited
(Company Registration No. 200516209Z)
As manager of CapitaLand Ascott Real Estate Investment Trust

Karen Chan
Company Secretary
9 October 2023

CapitaLand Ascott Business Trust Management Pte. Ltd.
(Company Registration No. 201925299R)
As trustee-manager of CapitaLand Ascott Business Trust

Karen Chan
Company Secretary
9 October 2023

Important Notice:

1. Arrangements for conduct of the EGM

The EGM will be held at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617 (the "**Physical Meeting**") and by way of electronic means (the "**Virtual Meeting**") on **Tuesday, 24 October 2023 at 3.00 p.m.** (Singapore Time).

Printed copies of this Notice of EGM dated 9 October 2023 (the "**Notice of EGM**") will be sent to Stapled Securityholders. The Notice of EGM and the Proxy Form will also be published on CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html, and will also be made available on the SGX website at the URL https://www.sgx.com/securities/company-announcements.

2. Attend in person at the Physical Meeting

Stapled Securityholders will first need to register personally at the registration counter(s) outside the Physical Meeting venue on the day of the event, and should bring along their NRIC/passport to enable the Managers to verify their identity for entry to, and (where applicable) be provided with a handheld device for electronic voting at, the Physical Meeting.

For the avoidance of doubt, Stapled Securityholders, including CPF and SRS investors, are not required to pre-register themselves or, where applicable, their appointed proxy(ies), for the EGM at the pre-registration website if they would like to attend the EGM in person.

Registration will commence at 2.00 p.m. on Tuesday, 24 October 2023. Stapled Securityholders are advised not to attend the Physical Meeting if they are feeling unwell.

3. Pre-registration for the Virtual Meeting

Stapled Securityholders (including CPF and SRS investors) can pre-register themselves or, where applicable, their appointed proxy(ies) for the Virtual Meeting at the pre-registration website at https://investor.capitalandascotttrust.com/agm_egm.html from Monday, 9 October 2023 up to 3.00 p.m. (Singapore Time) on Sunday, 22 October 2023 to enable the Managers to verify their status.

Following the verification, authenticated Stapled Securityholders (including CPF and SRS investors) or, where applicable, their duly appointed proxy(ies) who have (or have been) pre-registered will receive an email confirming successful registration by 8.00 p.m. (Singapore Time) on Monday, 23 October 2023 which will contain unique user credentials as well as instructions on how to access the live audio-visual webcast and live audio-only stream of the EGM proceedings ("**Confirmation Email for Virtual Meeting**").

Stapled Securityholders (including CPF and SRS investors) or, where applicable, their duly appointed proxy(ies) who have (or have been) pre-registered by the Sunday, 22 October 2023, 3.00 p.m. (Singapore Time) deadline but have not received the Confirmation Email for Virtual Meeting by 8.00 p.m. (Singapore Time) on Monday, 23 October 2023 should immediately contact CLAS' Stapled Security Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at (65) 6536-5355 (during office hours) or via email at clas@boardroomlimited.com.

4. Question and answer

Stapled Securityholders, including CPF and SRS investors, can submit questions in advance of, or at, the EGM.

Submission of questions in advance of the EGM

Stapled Securityholders, including CPF and SRS investors, can submit to the Chairman of the EGM substantial and relevant questions related to the resolutions to be tabled for approval at the EGM, in advance of the EGM. Such questions must be received by the Managers no later than **3.00 p.m. (Singapore Time) on Thursday, 19 October 2023**, and can be submitted in the following manner:

(a) via the pre-registration website at the URL https://investor.capitalandascotttrust.com/agm_egm.html;

(b) via email to the Managers at ask-us@capitalandascotttrust.com; or

(c) by post to the office of CLAS' Stapled Security Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632.

Stapled Securityholders, including CPF and SRS investors, who submit questions via email or by post must provide the following information for authentication:

(a) the Stapled Securityholder's full name;

(b) the Stapled Securityholder's address; and

(c) the manner in which the Stapled Securityholder holds Stapled Securities (e.g., via CDP, CPF and/or SRS).

Ask questions at the EGM

Stapled Securityholders, including CPF and SRS investors, and, where applicable, their duly appointed proxy(ies) can also ask the Chairman of the EGM substantial and relevant questions related to the resolutions to be tabled for approval at the EGM, at the EGM itself by:

(a) if attending the Physical Meeting, raising questions at the Physical Meeting; or

(b) if attending the Virtual Meeting, typing in and submitting their questions through the live chat function via the audio-visual webcast platform. Stapled Securityholders (including CPF and SRS investors) or, where applicable, their appointed proxy(ies) must access the EGM proceedings via the live audio-visual webcast in order to ask questions live at the EGM, and will not be able to do so via the audio-only stream of the EGM proceedings.

All Stapled Securityholders (including CPF and SRS investors) or, where applicable, their appointed proxy(ies) must be pre-registered or registered (as the case may be) and authenticated to ask questions live at the EGM.

Addressing questions

The Managers will endeavour to address all substantial and relevant questions (which are related to the resolutions to be tabled for approval at the EGM) received from Stapled Securityholders by the 19 October 2023 submission deadline by publishing the responses to such questions on CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html and the SGX website at the URL https://www.sgx.com/securities/company-announcements prior to the EGM.

Any subsequent clarifications sought, or substantial and relevant follow-up questions (which are related to the resolutions to be tabled for approval at the EGM) received after the 19 October 2023 submission deadline which have not already been addressed prior to the EGM, as well as those substantial and relevant questions received at the EGM itself, will be addressed during the EGM. Where substantially similar questions are received, the Managers will consolidate such questions and consequently, not all questions may be individually addressed.

The Managers will publish the minutes of the EGM on CLAS' website and on the SGX website, and the minutes will include the responses to the substantial and relevant questions which are addressed during the EGM.

5. Voting in person, or appointing proxy(ies) to vote, at the EGM

Stapled Securityholders who wish to exercise their voting rights at the EGM may:

(a) (where such Stapled Securityholders are individuals) vote live at the EGM or (whether such Stapled Securityholders are individuals or corporates) appoint a proxy(ies) (other than the Chairman of the EGM) to vote live at the EGM on their behalf; or

(b) (whether such Stapled Securityholders are individuals or corporates) appoint the Chairman of the EGM as their proxy to vote on their behalf at the EGM.

Stapled Securityholders who wish to appoint a proxy(ies) must submit an instrument appointing a proxy(ies) in accordance with (i) (if submitting an instrument of proxy via email or by post) the instructions on the Proxy Form, or (ii) (if submitting an instrument of proxy via the pre-registration website) the instructions accompanying the online proxy appointment process.

Vote live at the EGM

Live voting will be conducted during the EGM for Stapled Securityholders or, where applicable, their appointed proxy(ies) attending the Physical Meeting or the Virtual Meeting.

It is important for Stapled Securityholders or, where applicable, their appointed proxy(ies) attending the Virtual Meeting to have their own web-browser enabled devices ready for voting during the Virtual Meeting.

Stapled Securityholders who wish to appoint a proxy(ies) (other than the Chairman of the EGM) must, in addition to completing and submitting an instrument appointing a proxy(ies), pre-register their appointed proxy(ies) at the pre-registration website at https://investor.capitalandascotttrust.com/agm_egm.html.

Stapled Securityholders or, where applicable, their appointed proxy(ies) attending the Virtual Meeting must access the EGM proceedings via the live audio-visual webcast in order to vote live at the EGM, and will not be able to do so via the audio-only stream of the EGM proceedings.

Appointment of proxy(ies)

A Stapled Securityholder who wishes to appoint a proxy(ies) must complete an instrument appointing a proxy(ies), before submitting it in the manner set out below. A proxy need not be a Stapled Securityholder.

A Stapled Securityholder who is not a relevant intermediary (as defined below) is entitled to appoint not more than two proxies to attend, speak and vote at the EGM. Where such Stapled Securityholder's instrument appointing a proxy(ies) appoints more than one proxy, the proportion of the stapled securityholding concerned to be represented by each proxy must be specified in the instrument appointing a proxy(ies).

A Stapled Securityholder who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different Stapled Security or Stapled Securities held by such Stapled Securityholder. Where such Stapled Securityholder's instrument appointing a proxy(ies) appoints more than two proxies, the number of Stapled Securities held in relation to which each proxy has been appointed must be specified in the instrument appointing a proxy(ies).

A Stapled Securityholder who wishes to submit an instrument appointing a proxy(ies) must do so in the following manner:

(a) if submitted electronically:

(i) via the pre-registration website, by completing and authorising the appointment using the online proxy appointment process, through the pre-registration website which is accessible at the URL https://investor.capitalandascotttrust.com/agm_egm.html; or

(ii) via email, by completing and signing the Proxy Form, before attaching and sending a clear scanned PDF copy of it to CLAS' Stapled Security Registrar at clas@boardroomlimited.com; or

(b) if submitted by post, by completing and signing the Proxy Form, before lodging it with CLAS' Stapled Security Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632,

in each case, by **3.00 p.m. (Singapore Time) on Sunday, 22 October 2023**, being 48 hours before the time fixed for the EGM.

Where an instrument appointing a proxy(ies) is executed by an attorney under a power of attorney or other authority on behalf of the appointor, or by a corporation under its common seal, such instrument appointing a proxy(ies) may only be submitted by post or via email using the Proxy Form, and not via the pre-registration website.

The Proxy Form can be downloaded from CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html or the SGX website at the URL https://www.sgx.com/securities/company-announcements. Printed copies of the Proxy Form will also be sent to Stapled Securityholders.

Completion and submission of an instrument appointing a proxy(ies) by a Stapled Securityholder will not prevent him/her from attending, speaking and voting at the EGM if he/she so wishes. The appointment of the proxy(ies) for the EGM shall be deemed to be revoked if the Stapled Securityholder attends the EGM, and in such event, the Managers reserve the right to refuse to admit any person or persons appointed under the relevant instrument appointing a proxy(ies) to the EGM.

CPF and SRS investors who wish to exercise their voting rights at the EGM can refer to paragraph 6 below, for more information.

6. Persons who hold Stapled Securities through relevant intermediaries

Persons who hold Stapled Securities of CLAS through relevant intermediaries, other than CPF and SRS investors, and who wish to participate in the EGM by:

(a) attending the Physical Meeting in person;

(b) observing and/or listening to the EGM proceedings via live audio-visual webcast or live audio-only stream;

(c) submitting questions to the Chairman of the EGM in advance of, or at, the EGM; and/or

(d) voting at the EGM (i) live by being appointed as proxy by their relevant intermediary; or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM,

should contact the relevant intermediary through which they hold such Stapled Securities as soon as practicable in order for the necessary arrangements to be made for their participation in the EGM.

CPF and SRS investors:

(A) may vote live at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators as soon as practicable if they have any queries regarding their appointment as proxies; or

(B) (as an alternative to (A) above) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by **3.00 p.m. (Singapore Time) on Friday, 13 October 2023**, being seven working days before the date of the EGM. For avoidance of doubt, CPF and SRS investors will not be able to appoint third party proxy(ies) (i.e., persons other than the Chairman of the EGM) to vote live at the EGM on their behalf.

"**relevant intermediary**" means:

(i) a banking corporation licensed under the Banking Act 1970, or a wholly owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Stapled Securities in that capacity;

(ii) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001, and who holds Stapled Securities in that capacity; or

(iii) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act 1953, in respect of Stapled Securities purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Stapled Securities in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

7. Other information

Printed copies of the Circular will be sent to Stapled Securityholders. The Circular will also be published on CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html, and will also be made available on the SGX website at the URL https://www.sgx.com/securities/company-announcements.

The Managers may be required to change the arrangements for the EGM at short notice. Stapled Securityholders should check CLAS' website at the URL https://investor.capitalandascotttrust.com/agm_egm.html or the SGX website at the URL https://www.sgx.com/securities/company-announcements for the latest updates on the status of the EGM.

Any reference to a time of day is made by reference to Singapore time.

Personal Data Privacy:

By (a) submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, (b) pre-registering or registering (as the case may be) for the EGM in accordance with the Notice of EGM; and/or (c) submitting any question to the Chairman of the EGM in advance of the EGM in accordance with this Notice of EGM, a Stapled Securityholder (i) consents to the collection, use and disclosure of the Stapled Securityholder's personal data by the Managers (or their agents or service providers) for the following purposes (collectively, "**Purposes**"); (ii) warrants that where the Stapled Securityholder discloses the personal data of the Stapled Securityholder's proxy(ies) and/or representative(s) to the Managers (or their agents or service providers), the Stapled Securityholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Managers (or their agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes; and (iii) agrees to provide the Managers with written evidence of such prior consent upon reasonable request:

(1) the processing, administration and analysis by the Managers (or their agents or service providers) of instruments appointing a proxy(ies) and/or representative(s) for the EGM (including any adjournment thereof);

(2) the processing of the pre-registration or registration (as the case may be) for purposes of verifying the status of Stapled Securityholders, granting access to Stapled Securityholders (or their appointed proxy(ies)) to the EGM and providing them with any technical assistance where necessary;

(3) the addressing of relevant and substantial questions received from Stapled Securityholders in advance of the EGM and, if necessary, the following up with the relevant Stapled Securityholders in relation to such questions;

(4) the preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM (including any adjournment thereof); and

(5) in order for the Managers (or their agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines.

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CAPITALAND ASCOTT TRUST
A stapled group comprising:

CAPITALAND ASCOTT REAL ESTATE INVESTMENT TRUST
(Constituted in the Republic of Singapore pursuant to a trust deed dated 19 January 2006 (as amended))

CAPITALAND ASCOTT BUSINESS TRUST
(Constituted in the Republic of Singapore pursuant to a trust deed dated 9 September 2019 (as amended))

Note: This Proxy Form can be downloaded from CapitaLand Ascott Trust's ("**CLAS**") website at the URL https://investor.capitalandascotttrust.com/agm_egm.html, or the SGX website at the URL https://www.sgx.com/securities/company-announcements. Printed copies of this Proxy Form will also be sent to Stapled Securityholders.

PERSONAL DATA PRIVACY:
By submitting an instrument appointing a proxy(ies), the Stapled Securityholder accepts and agrees to the personal data privacy terms set out in the Notice of the Extraordinary General Meeting dated **9 October 2023** (the "**Notice of EGM**", and the Extraordinary General Meeting, the "**EGM**").

PROXY FORM
Extraordinary General Meeting

IMPORTANT:
1. The EGM is being convened, and will be held, physically at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617 (the "**Physical Meeting**") and by way of electronic means (the "**Virtual Meeting**"). Printed copies of the Notice of EGM will be sent to Stapled Securityholders. The Notice of EGM will also be published on CLAS' website at https://investor.capitalandascotttrust.com/agm_egm.html, and will also be made available on the SGX website at https://www.sgx.com/securities/company-announcements. Please refer to the Notice of EGM for details relating to the conduct of the EGM.
2. This Proxy Form is not valid for use and shall be ineffective for all intents and purposes if used or purported to be used by CPF and SRS investors. CPF and SRS investors (a) may vote live at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or (b) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case he/she should approach his/her respective CPF Agent Banks or SRS Operators to submit his/her votes by 3.00 p.m. (Singapore Time) on Friday, 13 October 2023, being seven working days before the date of the EGM.
3. This Proxy Form is for use by Stapled Securityholders wishing to appoint a proxy(ies) for the EGM. **Please read the notes overleaf which contain instructions on, *inter alia*, the appointment of a proxy(ies).**

I/We, ______________________ (Name(s)), ______________ (NRIC/Passport/Company Registration Number)

of ____ (Address)
being a Stapled Securityholder/Stapled Securityholders of CLAS, hereby appoint:

Name:	NRIC/Passport No.:	Proportion of Stapled Securityholdings	
		No. of Stapled Securities	%
Address:			

and/or (delete as appropriate)

Name:	NRIC/Passport No.:	Proportion of Stapled Securityholdings	
		No. of Stapled Securities	%
Address:			

or, failing whom, the Chairman of the EGM, as my/our proxy/proxies to attend, speak and vote for me/us on my/our behalf at the EGM to be held at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617 on **Tuesday, 24 October at 3.00 p.m.** (Singapore Time) and at any adjournment thereof.

I/We direct my/our proxy/proxies to vote for or against, or to abstain from voting on, the resolutions to be proposed at the EGM as indicated hereunder.

No.	Resolutions	For*	Against*	Abstain*
	ORDINARY RESOLUTIONS			
1	Proposed acquisitions of (a) 100.0% of the shares in the Cavendish TargetCo which indirectly holds The Cavendish London, (b) Temple Bar Hotel, and (c) 100.0% of the shares in each of the Kuningan TargetCos which indirectly hold Ascott Kuningan Jakarta, and entry into Management Agreements, as interested person transactions			
2	Proposed renewal of three French master lease agreements for each of (a) La Clef Louvre Paris, (b) Citadines Presqu'île Lyon and (c) Citadines Place d'Italie Paris, as interested person transactions			

* *Voting will be conducted by poll. If you wish your proxy/proxies to cast all your votes "For" or "Against" a resolution, please indicate with a "√" in the "For" or "Against" box provided in respect of that resolution. Alternatively, please indicate the number of votes "For" or "Against" in the "For" or "Against" box in respect of that resolution. If you wish your proxy/proxies to abstain from voting on a resolution, please indicate with a "√" in the "Abstain" box provided in respect of that resolution. Alternatively, please indicate the number of Stapled Securities that your proxy/proxies is/are directed to abstain from voting in the "Abstain" box in respect of that resolution.* ***In any other case, the proxy/proxies may vote or abstain as the proxy/proxies deem(s) fit on any of the above resolutions if no voting instruction is specified, and on any other matter arising at the EGM.***

Dated this __________ day of ______________ 2023

Total number of Stapled Securities held

____
Signature(s) of Stapled Securityholder(s)/Common Seal of Corporate Stapled Securityholder
IMPORTANT: PLEASE READ NOTES TO PROXY FORM ON REVERSE PAGE

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Affix
Postage
Stamp

CAPITALAND ASCOTT TRUST MANAGEMENT LIMITED
(as manager of CapitaLand Ascott Real Estate Investment Trust)

CAPITALAND ASCOTT BUSINESS TRUST MANAGEMENT PTE. LTD.
(as trustee-manager of CapitaLand Ascott Business Trust)

c/o Boardroom Corporate & Advisory Services Pte. Ltd.
1 Harbourfront Avenue
Keppel Bay Tower, #14-07
Singapore 098632

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NOTES TO PROXY FORM:

1. A Stapled Securityholder who is not a relevant intermediary (as defined below) is entitled to appoint not more than two proxies to attend, speak and vote at the EGM. Where such Stapled Securityholder's instrument appointing a proxy(ies) appoints more than one proxy, the proportion of the stapled securityholding concerned to be represented by each proxy shall be specified in the instrument appointing a proxy(ies).
2. A Stapled Securityholder who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different Stapled Security(ies) held by such Stapled Securityholder. Where such Stapled Securityholder's instrument appointing a proxy(ies) appoints more than two proxies, the number of Stapled Securities held in relation to which each proxy has been appointed shall be specified in the instrument appointing a proxy(ies).

   "**relevant intermediary**" means:

   (i) a banking corporation licensed under the Banking Act 1970, or a wholly owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Stapled Securities in that capacity;

   (ii) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001, and who holds Stapled Securities in that capacity; or

   (iii) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act 1953, in respect of Stapled Securities purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Stapled Securities in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
3. A proxy need not be a Stapled Securityholder of CLAS.
4. The Proxy Form must be submitted in the following manner:

   (a) if submitted electronically:

      (i) via the pre-registration website, by completing and authorising the appointment using the online proxy appointment process, through the pre-registration website which is accessible at the URL https://investor.capitalandascotttrust.com/agm_egm.html; or

      (ii) via email, by completing and signing the Proxy Form, before attaching and sending a clear scanned PDF copy of it to CLAS' Stapled Security Registrar at clas@boardroomlimited.com; or

   (b) if submitted by post, by completing and signing the Proxy Form, before lodging it with CLAS' Stapled Security Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632;

   in each case, by **3.00 p.m. (Singapore Time) on Sunday, 22 October 2023**, being 48 hours before the time fixed for the EGM.

   Where an instrument appointing a proxy(ies) is executed by an attorney under a power of attorney or other authority on behalf of the appointor, or by a corporation under its common seal, such instrument appointing a proxy(ies) may only be submitted by post or via email using the Proxy Form, and not via the pre-registration website.

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5. A Stapled Securityholder should insert the total number of Stapled Securities held in the Proxy Form. If the Stapled Securityholder has Stapled Securities entered against his/her/its name in the Depository Register maintained by The Central Depository (Pte) Limited, he/she/it should insert that number of Stapled Securities. If the Stapled Securityholder has Stapled Securities registered in his/her/its name in the Register of Stapled Securityholders of CLAS, he/she/it should insert that number of Stapled Securities. If the Stapled Securityholder has Stapled Securities entered against his/her/its name in the said Depository Register and Stapled Securities registered in his/her/its name in the Register of Stapled Securityholders of CLAS, he/she/it should insert the aggregate number of Stapled Securities. If no number is inserted, the Proxy Form will be deemed to relate to all the Stapled Securities held by the Stapled Securityholder.
6. The Proxy Form must be executed under the hand of the appointor or of his/her attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
7. Where the Proxy Form is signed on behalf of the appointor by an attorney, the power of attorney or other authority under which it is signed (if applicable) or a duly certified copy thereof must (failing previous registration with the Managers), if the Proxy Form is submitted by post, be lodged with the Proxy Form or, if the Proxy Form is submitted via email, be emailed with the Proxy Form, failing which the Proxy Form may be treated as invalid.
8. Completion and submission of an instrument appointing a proxy(ies) by a Stapled Securityholder will not prevent him/her from attending, speaking and voting at the EGM if he/she so wishes. The appointment of the proxy(ies) for the EGM shall be deemed to be revoked if the Stapled Securityholder attends the EGM in person, and in such event, the Managers reserve the right to refuse to admit any person or persons appointed under the relevant instrument appointing a proxy(ies) to the EGM.
9. Any reference to a time of day is made by reference to Singapore time.
10. Coffee and tea will be served at the EGM.

General:

The Managers shall be entitled to reject the instrument appointing a proxy(ies) if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy(ies) (including any related attachment). In addition, in the case of Stapled Securities entered in the Depository Register, the Managers may reject any instrument appointing (or treated as appointing) a proxy(ies) if the Stapled Securityholder, being the appointor, is not shown to have Stapled Securities entered against his/her/its name in the Depository Register as at 48 hours before the time set for holding the EGM or the adjourned meeting, as appropriate, as certified by The Central Depository (Pte) Limited to the Managers.

CapitaLand Ascott Trust Management Limited
As manager of CapitaLand Ascott Real Estate Investment Trust
Company Registration Number: 200516209Z

CapitaLand Ascott Business Trust Management Pte. Ltd.
As trustee-manager of CapitaLand Ascott Business Trust
Company Registration Number: 201925299R

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