



ASCOTT RESIDENCE TRUST

(Constituted in the Republic of Singapore pursuant to a trust deed dated 19 January 2006 (as amended))

ANNOUNCEMENT

DISCLOSURES PURSUANT TO RULE 704(31) OF THE LISTING MANUAL OF THE SINGAPORE EXCHANGE SECURITIES TRADING LIMITED

Pursuant to Rule 704(31) of the Listing Manual of the Singapore Exchange Securities Trading Limited, Ascott Residence Trust Management Limited ("**ARTML**") as manager of Ascott Residence Trust ("**Ascott REIT**"), hereby discloses that under an amendment and restatement agreement dated 7 December 2017 which amends and restates the facility agreement dated 7 February 2013 (the "**Original Facility Agreement**") (the Original Facility Agreement as amended and restated shall be referred to as the "**Amended and Restated Facility Agreement**") made between DBS Trustee Limited (in its capacity as trustee for Ascott REIT) as borrower ("**Borrower**") and Oversea-Chinese Banking Corporation Limited as lender (the "**Lender**"), there are conditions which (i) refer to the unitholding interests of the controlling unitholders of and/or restricts the change in control of Ascott REIT, (ii) refer to the shareholding interests of the controlling shareholders of and/or restricts the change in control of ARTML and/or (iii) are tied to the change of ARTML as the manager of Ascott REIT (collectively referred to as the "**Conditions**"). Please refer to the Appendix for details.

As at the date of this Announcement, there has been no breach of any of the Conditions.

BY ORDER OF THE BOARD

Ascott Residence Trust Management Limited
(Registration Number: 200516209Z)
As manager of Ascott Residence Trust

Karen Chan
Company Secretary
7 December 2017

IMPORTANT NOTICE

The value of units in Ascott Residence Trust ("**Units**") and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by the Company, as manager of Ascott Residence Trust, or any of its affiliates. Any investment in Units is subject to investment risks, including the possible loss of the principal amount invested.

Investors have no right to request the Company to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on Singapore Exchange Securities Trading Limited (the "**SGX-ST**"). Listing of the Units on SGX-ST does not guarantee a liquid market for the Units.

The past performance of Ascott Residence Trust is not necessarily indicative of the future performance of Ascott Residence Trust.

1. Details of Conditions

The Amended and Restated Facility Agreement contains the following Conditions:

- (a) The Borrower must ensure and procure that either The Ascott Limited or any of The Ascott Limited's subsidiaries shall at all times be the property manager of Ascott REIT.
- (b) The Borrower must ensure that The Ascott Limited will directly or indirectly hold at least 20% of the number of real estate investment trust units in Ascott REIT at all times.
- (c) It is an Event of Default (as defined in the Amended and Restated Facility Agreement) if ARTML resigns or is removed as a fund manager of Ascott REIT and the replacement manager is not appointed in accordance with the terms of the Trust Deed (as defined in the Amended and Restated Facility Agreement), save with the prior consent in writing of the Lender.

2. Effect of a breach of the Covenant

If a Condition is breached, it may cause a default in the Amended and Restated Facility Agreement and may also trigger cross defaults of one or more of the other facilities and other borrowings of Ascott REIT and/or its subsidiaries (collectively referred to as the "**Facilities**"). In such an event, the aggregate level of the Facilities which are outstanding and may be affected by such breach would be about S\$1,955.5 million (excluding interest) as at 30 November 2017.

As at the date of this Announcement, there has been no breach of any of the Conditions.