



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

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## ANNOUNCEMENT

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

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Bowsprit Capital Corporation Limited, in its capacity as manager of First Real Estate Investment Trust (“**First REIT**”, and as manager of First REIT, the “**Manager**”) refers to the announcement dated 26 October 2018 in relation to the completion of the acquisition by OUE Limited (“**OUE**”) and OUE Lippo Healthcare Limited (“**OUELH**”) of 100.0% of the shares of the Manager from LK REIT Management Pte. Ltd. and the acquisition by OLH Healthcare Investments Pte. Ltd., an indirect wholly owned subsidiary of OUELH, of 83,593,683 units in First REIT from Bridgewater International Limited (the “**Acquisition**”).

First REIT has in place the following facility agreements:

- (i) S\$400 million syndicated loan facility agreement dated 22 February 2018 (as novated, amended and/or supplemented) arranged by Overseas-Chinese Banking Corporation Limited (“**S\$400 Million Facility Agreement**”);
- (ii) S\$100 million term loan facility agreement dated 17 May 2018 entered into with CIMB Bank Berhad, Labuan Offshore Branch (“**S\$100 Million Facility Agreement**”); and
- (iii) S\$10 million term loan facility agreement dated 4 March 2016 entered into with The Bank of East Asia, Limited, Singapore Branch (“**S\$10 Million Facility Agreement**”, together with the S\$400 Million Facility Agreement and the S\$100 Million Facility Agreement, the “**Facility Agreements**”).

There are clauses making reference to certain change of control covenants (“**Covenants**”), breach of which may result in an event of default and/or a mandatory prepayment event, in the Facility Agreements, and certain of these Covenants have been amended taking into account the Acquisition. Pursuant to Rule 704(31) of the listing manual of Singapore Exchange Securities Trading Limited (the “**SGX-ST**”), details on the amended Covenants are set out in the Appendix to this announcement.

The aggregate level of facilities which may be affected by a breach of the Covenants is S\$510.0 million (excluding interest) as at the date of this announcement.

As at the date of this announcement, there is no breach of the Covenants.

By Order of the Board

Tan Kok Mian Victor  
Executive Director and Chief Executive Officer  
Bowsprit Capital Corporation Limited  
(As manager of First REIT)  
(Company registration no. 200607070D)

26 October 2018

**Important Notice**

The value of units in First REIT (the “Units”) and the income derived from them may fall as well as rise. The Units are not obligations of, deposits in, or guaranteed by, the Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested. Investors have no right to request the Manager to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

This document is for information only and does not constitute an invitation or offer to acquire, purchase or subscribe for the Units. The past performance of First REIT is not necessarily indicative of the future performance of First REIT.

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

## APPENDIX

No.	Original Covenant	Modified Covenant
<b>S\$400 Million Facility Agreement</b>		
1.	An event of default is triggered if PT Lippo Karawaci Tbk (" <b>Lippo Karawaci</b> ") ceases to own (whether directly or indirectly) at least 25 per cent. of all the units in First REIT.	An event of default is triggered if (a) OUELH ceases to own (whether directly or indirectly) an interest in at least 8 per cent. of all the units in First REIT and (b) OUE ceases to own (whether directly or indirectly) an interest in at least 40 per cent. of the shares of Bowsprit Capital Corporation Limited (" <b>Bowsprit</b> ").
<b>S\$100 Million Facility Agreement</b>		
2.	An event of default is triggered if Lippo Karawaci ceases to own (whether directly or indirectly) at least 25 per cent. of all the units in First REIT.	An event of default is triggered if (a) OUELH ceases to own (whether directly or indirectly) an interest in at least 8 per cent. of all the units in First REIT and (b) OUE ceases to own (whether directly or indirectly) an interest in at least 40 per cent. of the shares of Bowsprit.
<b>S\$10 Million Facility Agreement</b>		
3.	<p>A mandatory prepayment event is triggered if a Change of Control Event occurs. A "<b>Change of Control Event</b>" means:</p> <ul style="list-style-type: none"> <li>- Lippo Karawaci and/or its affiliates cease to hold or control, directly or indirectly, more than 50 per cent. in aggregate of the shares in, or the voting rights of, the Manager;</li> <li>- the Manager ceases to be controlled directly or indirectly by Lippo Karawaci and/or its subsidiaries, where "controlled" means (1) the control of more than 50 per cent. of the voting rights of the issued share capital of such person or entity or (2) the right and/or ability (whether by virtue of share ownership, possession of voting rights, contract or others) to appoint and/or remove all or the majority of the members of</li> </ul>	<p>A mandatory prepayment event is triggered if a Change of Control Event occurs. A "<b>Change of Control Event</b>" means:</p> <ul style="list-style-type: none"> <li>- OUELH ceases to own (whether directly or indirectly) an interest in at least 8 per cent. of the units in First REIT; or</li> <li>- OUE ceases to own (whether directly or indirectly) an interest in at least 40 per cent. of the shares of Bowsprit.</li> </ul>

No.	Original Covenant	Modified Covenant
	<p>the board of directors or other governing body of such person or entity; or</p> <ul style="list-style-type: none"> <li>- Lippo Karawaci and its wholly owned subsidiaries cease to hold or control, directly or indirectly, at least 25 per cent. in aggregate of the Units in, or voting rights of, First REIT (or such other percentage as the lender may agree).</li> </ul>	