

The Securities and Futures Commission of Hong Kong, Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



Champion Real Estate Investment Trust

(a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))

(Stock Code: 2778)

Managed by

Eagle Asset Management

Eagle Asset Management (CP) Limited

AMENDMENTS TO THE TRUST DEED

The Board wishes to announce that amendments have been made to the Trust Deed constituting Champion REIT to expressly authorise, among other things, the use of electronic means and Champion REIT's website for corporate communication to Holders which comply with Rule 2.07A of the Listing Rules as if the Listing Rules were applicable to SFC-authorized real estate investment trusts. The amendments to the Trust Deed became effective on 13 March 2012.

The Board wishes to announce that on 13 March 2012, the Manager and the Trustee entered into a fifth supplemental deed to amend the Trust Deed constituting Champion REIT (the "**Fifth Supplemental Deed**").

The principal purpose of the Amendments was to expressly authorise the use of electronic means and Champion REIT's website for corporate communication to Holders which comply with Rule 2.07A of the Listing Rules as if the Listing Rules were applicable to SFC-authorized real estate investment trusts.

The Amendments, which became effective on 13 March 2012, were made in compliance with Clause 31 of the Trust Deed and 9.6(b) of the REIT Code whereby no specific approval from Holders is required.

For the purpose of the Amendments, the Trustee has certified pursuant to Clause 31.1 of the Trust Deed and 9.6(b) of the REIT Code that, in its opinion, the Amendments do not materially prejudice the interests of Holders and do not operate to release to any material extent the Trustee or the Manager or any other person from any liability/responsibility to the Holders and do not increase the costs and charges payable from the Deposited Property.

The Manager and the Trustee are of the view that the Amendments do not impose upon any Holder any obligation to make any further payments in respect of his Units or to accept any liability in respect thereof. The Manager hereby gives notice of the Amendments to the Holders pursuant to Clause 31 of the Trust Deed.

Pursuant to 5.2(f) of the REIT Code, a copy of the Trust Deed (including the Fifth Supplemental Deed) is available for inspection by the public during normal office hours at the Manager's place of business, being Suite 3008, 30th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong.

AMENDMENTS TO THE TRUST DEED

- 1.1 **Clause 1.1** of the Trust Deed shall be amended by inserting the following definition of "Corporate Communication" immediately after the definition of "controlling entity":

““**Corporate Communication**” has the same meaning as defined in the Listing Rules;”

- 1.2 **Clause 1.1** of the Trust Deed shall be amended by inserting the following definition of "Website" immediately after the definition of "Value":

““**Website**” means the website of the Trust, at such address or domain name which is notified to Holders from time to time;”

- 1.3 The heading of **Clause 24** of the Trust Deed shall be deleted in its entirety and replaced with the following words:

“**Announcement, Corporate Communication and Advertisement**”

- 1.4 **Clause 24.6** shall be deleted in its entirety and replaced with the following text:

“24.6 Service of Corporate Communication

To the extent permitted or required by the applicable laws and regulations and the REIT Code or the SFC from time to time, any Corporate Communication required to be published, mailed, issued, served, delivered, sent, given or otherwise made available to Holders or holders of Convertible Instruments by any means by or on behalf of the Trust may be served, delivered, supplied or made available by:

- (i) posting it to or leaving it at the last known address of such relevant Holders as appearing in the Register or in case of joint Holders, to the joint Holder whose name stands first in the Register. Any Corporate Communication so served by post shall be deemed to have been served or delivered on the day following the day of posting, and in proving such service it shall be sufficient to prove that the letter or other document containing the notice was properly addressed, stamped and posted;

- (ii) sending it to the electronic address provided by such relevant Holders (in the case of joint Holders, by the joint Holder whose name stands first in the Register) or otherwise making it available to such relevant Holders using electronic means (which term includes sending or otherwise making available the Corporate Communication to the Holders in electronic format). Any Corporate Communication so given by electronic means shall be deemed to have been served or delivered on the day on which it is successfully transmitted;
- (iii) making it available on the Website provided that a notification of publication of the Corporate Communication on the Website is sent to such relevant Holders in the manner as prescribed in accordance with the requirements of the Listing Rules. Any Corporate Communication so made available on the Website shall be deemed to have been sent or published on the latter of:
 - (a) the date on which the notification (as referred to above) is sent to the intended recipient; and
 - (b) the date on which the Corporate Communication first appears on the Website after that notification is sent; or
- (iv) by such other means as may be permitted or required by the applicable laws and regulations and the REIT Code or by the SFC from time to time.”

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Amendments”	the amendments to the Trust Deed made pursuant to the Fifth Supplemental Deed
“Board”	the board of directors of the Manager
“Deposited Property”	as defined in the Trust Deed
“Holder(s)”	the registered holder for the time being of Units including persons so registered as joint Holders
“Listing Rules”	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Champion REIT”	Champion Real Estate Investment Trust

“REIT Code”	the Code on Real Estate Investment Trusts published by SFC (as amended from time to time)
“Manager”	Eagle Asset Management (CP) Limited, in its capacity as the manager of Champion REIT
“SFC”	The Securities and Futures Commission of Hong Kong
“Trust Deed”	the trust deed entered into between the Trustee and the Manager constituting Champion REIT, originally dated 26 April 2006 and as amended and restated from time to time
“Trustee”	HSBC Institutional Trust Services (Asia) Limited, in its capacity as the trustee of Champion REIT
“Units”	unit(s) of Champion REIT

By order of the board of directors of
Eagle Asset Management (CP) Limited
(as manager of Champion Real Estate Investment Trust)
Lo Ka Shui
Chairman

Hong Kong, 13 March 2012

As at the date of this announcement, the Board comprises:

Non-executive Directors:

Dr. Lo Ka Shui (*Chairman*), Mr. Cheng Wai Chee, Christopher, Mr. Ho Shut Kan and Mr. Lo Kai Shui

Executive Director:

Mr. Lee Ching Ming, Adrian (*Chief Executive Officer*)

Independent Non-executive Directors:

Mr. Cha Mou Sing, Payson, Mr. Shek Lai Him, Abraham and Mr. Ip Yuk Keung, Albert