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The attached document has been made available to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Issuer, the Guarantor, the Arrangers or the Dealers (each as defined in the attached information memorandum) nor any person who controls any of them nor any of their respective directors, officers, employees, representatives or affiliates accepts any liability or responsibility whatsoever in respect of any discrepancies between the document distributed to you in electronic format and the hard copy version.

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Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation by or on behalf of the Issuer, the Guarantor, the Arrangers or the Dealers to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute in the United States or elsewhere a general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or directed selling efforts (within the meaning of Regulation S under the Securities Act).

The attached information memorandum or any materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the dealers or any affiliate of the dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the dealers or such affiliate on behalf of the Issuer in such jurisdiction. The attached information memorandum may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply.

You are reminded that you have accessed the attached information memorandum on the basis that you are a person into whose possession this information memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver this document, electronically or otherwise, to any other person. **If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.**

Actions that You May Not Take: If you receive this document by e-mail, you should not reply by e-mail, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

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F&N TREASURY PTE. LTD.

(Incorporated in the Republic of Singapore on 27 November 2006)
(UEN/Company Registration No. 200617668D)

S\$2,000,000,000**Multicurrency Debt Issuance Programme****Unconditionally and irrevocably guaranteed by****FRASER AND NEAVE, LIMITED**

(Incorporated in the Republic of Singapore on 26 January 1998)
(UEN/Company Registration No. 18980001R)

Under this S\$2,000,000,000 Multicurrency Debt Issuance Programme (the "**Programme**"), F&N Treasury Pte. Ltd. (the "**Issuer**") may from time to time issue notes (the "**Notes**") and perpetual securities (the "**Perpetual Securities**") and, together with the Notes, the "**Securities**") denominated in any currency agreed between the Issuer, the Guarantor and the relevant Dealer (as defined herein), unless such amount is otherwise increased pursuant to the terms of the Programme.

All sums payable in respect of the Securities are unconditionally and irrevocably guaranteed by Fraser and Neave, Limited (the "**Guarantor**").

Approval in-principle has been received from the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") in connection with the Programme and application will be made for the listing and quotation of any Securities that may be issued under the Programme which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Securities have been admitted for listing and quotation on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Approval in-principle from, admission to the Official List of, and the listing and quotation of any Securities on, the SGX-ST are not to be taken as an indication of the merits of the Issuer, the Guarantor, their respective subsidiaries, their respective associated companies (if any), their respective joint venture entities (if any), the Programme or the Securities.

Notice of the aggregate principal amount of Securities, interest or, as the case may be, distribution (if any) payable in respect of the Securities, the issue price of Securities and any other terms and conditions not contained herein which are applicable to each Series (as defined herein) or Tranche (as defined herein) of Securities will be set out in a pricing supplement (the "**Pricing Supplement**") which, with respect to Securities to be admitted for listing and quotation on the SGX-ST, will be submitted to the SGX-ST before the date of listing of such Securities. The Issuer may also issue unlisted Securities.

The Securities may be issued on a continuing basis to one or more of the Dealers specified under "**Summary of the Programme**" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Information Memorandum to the "**relevant Dealer**" shall, in the case of an issue of Securities being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Securities.

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore ("**MAS**") and the Securities are offered by the Issuer pursuant to exemptions invoked under Sections 274 and 275 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities to be issued from time to time by the Issuer pursuant to the Programme may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Arrangers



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In connection with the issue and distribution of any Tranche of Securities, the Dealer(s) (if any) disclosed as the stabilising manager(s) in the applicable Pricing Supplement may, to the extent permitted by applicable laws, over-allot or effect transactions with a view to stabilising or maintaining the market price of the Securities at a level which might not otherwise prevail. Such stabilising, if commenced, may be discontinued at any time.

NOTICE

DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited (collectively, the “**Arrangers**”) have been authorised by the Issuer to arrange the Programme described herein. The maximum aggregate principal amount of all Securities from time to time outstanding under the Programme will not exceed S\$2,000,000,000, subject to increase as described herein.

This Information Memorandum contains information with regard to the Issuer, the Guarantor, the Group (as defined herein), the Programme, the Securities and the Guarantee (as defined herein). The Issuer confirms that, to the best of its knowledge and belief having made all reasonable enquiries, this Information Memorandum contains all information with respect to the Issuer and the Securities which is material in the context of the Programme and the issue and offering of the Securities, that such information contained herein is true and accurate in all material respects and is not misleading, the opinions, expectations and intentions of the Issuer expressed herein have been carefully considered and honestly given and that there are no other facts the omission of which would or might make any such information or expression of opinion, expectation or intention misleading. The Guarantor confirms that, to the best of its knowledge and belief having made all reasonable enquiries, this Information Memorandum contains all information with respect to the Guarantor, the Group taken as a whole and the Guarantee which is material in the context of the Programme and the issue and offering of the Securities, that such information contained herein is true and accurate in all material respects and is not misleading, the opinions, expectations and intentions of the Guarantor expressed herein have been carefully considered and honestly given and that there are no other facts the omission of which would or might make any such information or expression of opinion, expectation or intention misleading. Each of the Issuer and the Guarantor accepts responsibility accordingly.

Notes may be issued in Series having one or more issue dates and the same maturity date, and on identical terms (including as to listing) except for (in the case of Notes other than Variable Rate Notes as described in the section entitled “*Summary of the Programme*”) the issue dates, the interest commencement dates and the issue prices or (in the case of Variable Rate Notes) the issue dates, the interest commencement dates and the rates of interest. Each Series may be issued in one or more Tranches on the same issue date or different issue dates. The Notes will be issued in bearer form or registered form and may be listed on a stock exchange. The Notes will initially be represented by either a Temporary Global Security (as defined herein) in bearer form or a Permanent Global Security (as defined herein) in bearer form or a Global Certificate (as defined herein) in registered form which will be deposited on the issue date with or registered in the name of, or in the name of a nominee of, either CDP (as defined herein) or a common depository on behalf of Euroclear Bank S.A./N.V. (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) or otherwise delivered as agreed between the Issuer and the relevant Dealer (as defined herein). Subject to compliance with all relevant laws, regulations and directives, the Notes may have maturities of such tenor as may be agreed between the Issuer, the Guarantor and the relevant Dealer and may be subject to redemption or purchase in whole or in part. The Notes may bear interest at a fixed, floating or variable rate or may not bear interest or may be such other notes as may be agreed between the Issuer and the relevant Dealer. The Notes will be repayable at par, at a specified amount above or below par or at an amount determined by reference to a formula, in each case with terms as specified in the Pricing Supplement (as defined herein) issued in relation to each Series or Tranche of Notes (the “**Redemption Amount**”). Details applicable to each Series or Tranche of Notes will be specified in the applicable Pricing Supplement which is to be read in conjunction with this Information Memorandum.

Perpetual Securities may be issued in Series having one or more issue dates and on identical terms (including as to listing) except for the issue dates, the distribution commencement dates and/or issue prices. Each Series may be issued in one or more Tranches on the same issue date or different issue dates. The Perpetual Securities will be issued in bearer form or registered form and may be listed on a stock exchange. The Perpetual Securities will initially be represented by

either a Temporary Global Security in bearer form or a Permanent Global Security in bearer form or a Global Certificate in registered form which will be deposited on the issue date with or registered in the name of, or in the name of a nominee of, either CDP or a common depositary on behalf of Euroclear and/or Clearstream, Luxembourg or otherwise delivered as agreed between the Issuer and the relevant Dealer. Subject to compliance with all relevant laws, regulations and directives, the Perpetual Securities may be subject to redemption or purchase in whole or in part. The Perpetual Securities may confer a right to receive distributions at a fixed or floating rate. Details applicable to each Series or Tranche of Perpetual Securities will be specified in the applicable Pricing Supplement which is to be read in conjunction with this Information Memorandum.

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see the section entitled "*Documents Incorporated by Reference*").

DBS Trustee Limited (the "**Trustee**"), the Arrangers and the Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Trustee, the Arrangers or the Dealers as to the accuracy or completeness of the information contained or incorporated by reference in this Information Memorandum or any other information provided by the Issuer and the Guarantor in connection with the Programme. Neither the Trustee, the Arrangers nor any Dealer accepts any liability in relation to the information contained or incorporated by reference in this Information Memorandum or any other information provided by the Issuer and the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuer and/or the Guarantor to give any information or to make any representation not contained in or not consistent with this Information Memorandum or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor, the Trustee, the Arrangers or any of the Dealers.

Neither this Information Memorandum nor any other information supplied in connection with the Programme or any Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, the Guarantor, the Trustee, the Arrangers or any of the Dealers that any recipient of this Information Memorandum or any other information supplied in connection with the Programme or any Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of, the Issuer, the Guarantor and any other member of the F&N Group. Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or invitation by or on behalf of the Issuer, the Guarantor, the Trustee, the Arrangers or any of the Dealers to any person to subscribe for or to purchase any Securities. Accordingly, notwithstanding anything herein, none of the Issuer, the Guarantor, the Arrangers, the Trustee, any of the Dealers or any of their respective officers, employees or agents shall be held responsible for any loss or damage suffered or incurred by the recipients of this Information Memorandum or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Information Memorandum or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of any of the Securities by a recipient of this Information Memorandum or such other document or information (or such part thereof).

Neither the delivery of this Information Memorandum nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning the Issuer, the Guarantor or any member of the Group is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. Nothing contained herein is, or may be relied upon as, a representation as to the future performance or policies of the Issuer, the Guarantor or any member of the Group. The Arrangers and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer, the Guarantor or any member of the Group during the life of the Programme or to advise any investor in the Securities of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Information Memorandum when deciding whether or not to subscribe for or purchase any Securities.

This Information Memorandum and other documents or materials in relation to the issue, offering or sale of the Securities have been prepared solely for the purpose of the initial sale by the relevant Dealers of the Securities to be issued from time to time under the Programme. This Information Memorandum and any other documents or materials are made available to the recipients thereof solely on the basis that they are persons falling within the ambit of Section 274 and/or Section 275 of the SFA and may not be relied upon by any person other than persons to whom the Securities are sold or with whom they are placed by the Dealers as aforesaid or for any other purpose. Recipients of this Information Memorandum shall not reissue, circulate or distribute this Information Memorandum or any part thereof in any manner whatsoever.

None of the Issuer, the Guarantor, the Trustee, the Arrangers, any of the Dealers or any of their respective officers or employees is making any representation or warranty (whether expressed or implied) as to the merits of the Securities or the subscription, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of the Issuer, the Guarantor, their respective subsidiaries, their respective associated companies (if any) or their respective joint venture entities (if any). Further, the Trustee, the Arrangers and the Dealers do not give any representation or warranty as to the Issuer, the Guarantor or any member of the Group, or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are deemed to be incorporated by reference in, and form part of, this Information Memorandum.

The Securities and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended, (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States and are subject to U.S. tax law requirements and restrictions. Subject to certain exceptions, Securities may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder) (see the section entitled “*Subscription, Purchase and Distribution*”).

This Information Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Information Memorandum and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer, the Guarantor, the Trustee, the Arrangers and the Dealers do not represent that this Information Memorandum may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantor, the Trustee, the Arrangers or the Dealers which would permit a public offering of any Securities or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any

advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Information Memorandum or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Information Memorandum and the offering and sale of Securities. See the section entitled “*Subscription, Purchase and Distribution*”.

The Issuer and the Guarantor may agree with any Dealer and the Trustee that Securities may be issued in a form not contemplated by the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities herein, in which event, in the case of Securities intended to be listed on the SGX-ST, a supplementary information memorandum, if appropriate, which will describe the effect of the agreement reached in relation to such Securities will be made available.

Any purchase, subscription or acquisition of Securities is conditional on the issue of the Securities by the Issuer, which is subject to the satisfaction of certain conditions precedent set out in the Programme Agreement (as defined herein). Any offer, invitation to offer or agreement made in connection with the purchase or acquisition of the Securities or pursuant to this Information Memorandum shall (without any liability or responsibility on the part of the Issuer, the Guarantor, the Group, the Arrangers or any of the Dealers) lapse and cease to have any effect if (for any reason whatsoever) the Securities are not issued by the Issuer pursuant to the Programme Agreement.

Any discrepancies in the tables included herein between the listed amounts and the totals thereof are due to rounding.

Persons proposing to subscribe for, purchase or acquire any of the Securities should consult their own legal, tax, financial and other advisers before subscribing for, purchasing or acquiring the Securities.

Any person(s) who is/are invited to subscribe for, purchase or acquire the Securities or to whom this Information Memorandum is sent shall not make any offer or sale, directly or indirectly, of any Securities or distribute or cause to be distributed any document or other material in connection therewith in any country or jurisdiction except in such manner and in such circumstances as will result in compliance with any applicable laws and regulations.

FORWARD-LOOKING STATEMENTS

All statements contained in this Information Memorandum that are not statements of historical fact constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “expect”, “believe”, “plan”, “intend”, “estimate”, “anticipate”, “may”, “will”, “would” and “could” or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the expected financial position, business strategy, plans and prospects of the Issuer, the Guarantor and/or the F&N Group (as defined herein) (including statements as to the Issuer’s, the Guarantor’s and/or the F&N Group’s revenue and profitability, prospects, future plans and other matters discussed in this Information Memorandum regarding matters that are not historical facts and including the statements as to the expansion plans of the Issuer, the Guarantor and/or the F&N Group, expected growth in the Issuer, the Guarantor and/or the F&N Group and other related matters), if any, are forward-looking statements and accordingly, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Issuer, the Guarantor and/or the F&N Group to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These factors include, among others:

- changes in general political, social and economic conditions;
- changes in currency exchange and interest rates;
- demographic changes;
- changes in competitive conditions; and
- other factors beyond the control of the Issuer, the Guarantor and the F&N Group.

Given the risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the Issuer, the Guarantor or the F&N Group to be materially different from the results, performance or achievement expressed or implied by the forward-looking statements in this Information Memorandum, undue reliance must not be placed on those statements. The Issuer’s, the Guarantor’s or the F&N Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. None of the Issuer, the Guarantor, the Arrangers, the Dealers, the Trustee or any other person represents or warrants that the Issuer’s, the Guarantor’s or the F&N Group’s actual future results, performance or achievements will be as discussed in those statements.

Neither the delivery of this Information Memorandum nor the issue of the Securities by the Issuer shall under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change in the affairs of the Issuer, the Guarantor or the F&N Group or any statement of fact or information contained in this Information Memorandum since the date of this Information Memorandum.

Further, the Issuer, the Guarantor, the Arrangers, the Dealers and the Trustee disclaim any responsibility, and undertake no obligation, to update or revise any forward-looking statements contained herein to reflect any changes in the expectations with respect thereto after the issue of any Securities or to reflect any change in events, conditions or circumstances on which any such statement are based.

Important factors concerning an investment in the Securities or that could cause actual results to differ materially from the expectations of the Issuer and/or the Guarantor are discussed in the section entitled “*Risk Factors*” of this Information Memorandum.

DEFINITIONS

“Agency Agreement”:	The agency agreement dated 7 May 2007 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) the Trustee, as trustee, and (4) Oversea-Chinese Banking Corporation Limited, as issuing and paying agent, as amended and restated by the Amendment and Restatement Agency Agreement and as further amended and/or supplemented and/or restated from time to time.
“Agent Bank”:	DBS Bank Ltd.
“Amendment and Restatement Agency Agreement”:	The amendment and restatement agency agreement dated 20 September 2016 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) the Issuing and Paying Agent, as issuing and paying agent, (4) the Agent Bank, as agent bank, (5) the Transfer Agent, as transfer agent, (6) the Registrar, as registrar, and (7) the Trustee, as trustee.
“Amendment and Restatement Programme Agreement”:	The amendment and restatement programme agreement dated 20 September 2016 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) the Arrangers, as arrangers, and (4) the Dealers party thereto, as dealers.
“Amendment and Restatement Trust Deed”:	The amendment and restatement trust deed dated 20 September 2016 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee.
“Arrangers”:	DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited.
“Bearer Securities”:	Securities in bearer form.
“CDP” or the “Depository”:	The Central Depository (Pte) Limited.
“Certificate”:	A registered certificate representing one or more Registered Securities of the same Series and, save as provided in the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities, comprising the entire holding by a holder of Registered Securities of that Series.
“Clearstream, Luxembourg”:	Clearstream Banking S.A.
“Common Depository”:	In relation to a Series of the Securities, a depository common to Euroclear and Clearstream, Luxembourg.
“Companies Act”:	Companies Act, Chapter 50 of Singapore, as amended or modified from time to time.
“Conditions”:	In relation to the Notes of any Series, the terms and conditions endorsed on or incorporated by reference into the Note or Notes constituting such Series, such terms and conditions being in or substantially in the form set out in the First Schedule to the Trust Deed or in such other form, having regard to the terms of issue of the Notes of the relevant

Series, as may be agreed between the Issuer, the Guarantor, the Issuing and Paying Agent, the Registrar (where applicable), the Trustee and the relevant Dealer(s) as modified and supplemented by the Pricing Supplement applicable to the Notes of the relevant Series, in each case as from time to time modified in accordance with the provisions of the Trust Deed.

In relation to the Perpetual Securities of any Series, the terms and conditions endorsed on or incorporated by reference into the Perpetual Security or Perpetual Securities constituting such Series, such terms and conditions being in or substantially in the form set out in the Second Schedule to the Trust Deed or in such other form, having regard to the terms of issue of the Perpetual Securities of the relevant Series, as may be agreed between the Issuer, the Guarantor, the Issuing and Paying Agent, the Registrar (where applicable), the Trustee and the relevant Dealer(s) as modified and supplemented by the Pricing Supplement applicable to the Perpetual Securities of the relevant Series, in each case as from time to time modified in accordance with the provisions of the Trust Deed.

- “Couponholders”:** The several persons who are for the time being holders of the Coupons and includes, where applicable, the Talonholders.
- “Coupons”:** The bearer coupons appertaining to an interest or distribution bearing Bearer Security and includes, where applicable, the Talon(s) appertaining thereto and any replacements for Coupons and Talons issued pursuant to Condition 11 of the Notes or, as the case may be, Condition 11 of the Perpetual Securities.
- “Dealers”:** Persons appointed as dealers under the Programme.
- “Definitive Security”:** A Bearer Security in definitive form and (where appropriate) having Coupons and/or Talons attached on issue.
- “Euro”:** The currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.
- “Euroclear”:** Euroclear Bank S.A./N.V.
- “Extraordinary Resolution”:** (a) A resolution passed at a meeting of the Securityholders duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll, or (b) a resolution in writing signed by or on behalf of the Securityholders holding not less than 95 per cent. in principal amount of the Securities for the time being outstanding, which resolution in writing may be contained in one document or in several

documents in like form each signed by or on behalf of one or more of the Securityholders.

“FY”:	Financial year ended 30 September.
“F&N Group”:	The Guarantor and its subsidiaries, joint venture entities and associated entities.
“Global Certificate”:	A Certificate representing Registered Securities of one or more Tranches of the same Series that are registered in the name of, or in the name of a nominee of (a) the Common Depository, (b) CDP and/or (c) any other clearing system.
“Global Security”:	A global Security representing Bearer Securities of one or more Tranches of the same Series, being a Temporary Global Security and/or, as the context may require, a Permanent Global Security.
“Group”:	The Guarantor and its subsidiaries.
“Guarantee”:	The guarantee of the Guarantor set out in the Trust Deed and shall, where the context so requires, mean either the Senior Guarantee or the Subordinated Guarantee.
“Guarantor”:	Fraser and Neave, Limited.
“IRAS”:	Inland Revenue Authority of Singapore.
“Issuer”:	F&N Treasury Pte. Ltd.
“Issuing and Paying Agent”:	DBS Bank Ltd.
“ITA”:	Income Tax Act, Chapter 134 of Singapore, as amended or modified from time to time.
“Latest Practicable Date”:	13 September 2016.
“MAS”:	The Monetary Authority of Singapore.
“ml”:	Millilitre.
“Noteholders”:	The holders of the Notes.
“Notes”:	The notes to be issued by the Issuer under the Programme.
“Paying Agents”:	The Issuing and Paying Agent and such other or further institutions as may from time to time be appointed by the Issuer and the Guarantor as paying agent in relation to all or any Series of the Securities pursuant to the Agency Agreement.
“Permanent Global Security”:	A Global Security representing Bearer Securities of one or more Tranches of the same Series, either on issue or upon exchange of interests in a Temporary Global Security.

“Perpetual Securities”:	The perpetual securities to be issued by the Issuer under the Programme.
“Perpetual Securityholders”:	The holders of the Perpetual Securities.
“Pricing Supplement”:	A pricing supplement issued in relation to each Series or Tranche of Securities as a supplement to this Information Memorandum and giving details of that Series or Tranche.
“Programme”:	The S\$2,000,000,000 Multicurrency Debt Issuance Programme established by the Issuer pursuant to the Programme Agreement.
“Programme Agreement”:	The programme agreement dated 7 May 2007 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) the Arrangers, as arrangers, and (4) the Dealers party thereto, as dealers, as amended and restated by the Amendment and Restatement Programme Agreement and as further amended and/or supplemented and/or restated from time to time.
“Registered Securities”:	Securities in registered form.
“Registrar”:	DBS Bank Ltd.
“Ringgit”:	Malaysian ringgit.
“SEA”:	Southeast Asia.
“Securities”:	The Notes and the Perpetual Securities and “Security” shall mean each of them.
“Securities Act”:	Securities Act of 1933 of the United States, as amended or modified from time to time.
“Senior Guarantee”:	The guarantee by the Guarantor of the payment of all amounts payable by the Issuer under the Notes, the Senior Perpetual Securities and the Trust Deed on a senior basis.
“Senior Perpetual Securities”:	Perpetual Securities which are expressed to rank as senior obligations of the Issuer.
“Series”:	A Tranche of Securities together with any further Tranche or Tranches of Securities which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing) except for their respective issue dates, interest commencement dates or, as the case may be, distribution commencement dates and/or issue prices.
“SFA”:	Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time.
“SGX-ST”:	Singapore Exchange Securities Trading Limited.

“Subordinated Guarantee”:	The guarantee by the Guarantor of the payment of all amounts payable by the Issuer under the Subordinated Perpetual Securities and the Trust Deed on a subordinated basis.
“Subordinated Perpetual Securities”:	Perpetual Securities which are expressed to rank as subordinated obligations of the Issuer.
“subsidiary”:	Any company which is for the time being a subsidiary of another company within the meaning of Section 5 of the Companies Act.
“Talonholder”:	The several persons who are for the time being holders of the Talons.
“Talons”:	The talons (if any) appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons appertaining to, the Definitive Securities (other than Zero Coupon Notes (as described in the section entitled “ <i>Summary of the Programme</i> ”)).
“TARGET System”:	The Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.
“Temporary Global Security”:	A Global Security representing Bearer Securities of one or more Tranches of the same Series on issue.
“Tranche”:	Securities which are identical in all respects (including as to listing).
“Transfer Agent”:	DBS Bank Ltd.
“Trust Deed”:	The trust deed dated 7 May 2007 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee, as amended and restated by the Amendment and Restatement Trust Deed, and as further amended and/or supplemented and/or restated from time to time.
“Trustee”:	DBS Trustee Limited.
“S\$” or “\$” and “cents”:	Singapore dollars and cents respectively.
“UK” or “U.K.”:	United Kingdom.
“United States” or “U.S.” or “USA”:	United States of America.
“US\$”:	United States dollars.
“%” or “per cent.”:	Per cent.
“1Q” :	First quarter financial period ended 31 December.

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, where applicable, include corporations. Any reference to a time of day in this Information Memorandum shall be a reference to Singapore time unless otherwise stated. Any reference in this Information Memorandum to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or the SFA or any statutory modification thereof and used in this Information Memorandum shall, where applicable, have the meaning ascribed to it under the Companies Act or, as the case may be, the SFA.

DOCUMENTS INCORPORATED BY REFERENCE

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated by reference and, with respect to any Series or Tranche of Securities, any Pricing Supplement in respect of such Series or Tranche. The following documents published or issued from time to time shall be deemed to be incorporated in, and to form part of, this Information Memorandum:

- (a) the audited accounts of the Issuer for FY2015 announced on, and any audited annual financial statements and unaudited interim financial statements of the Issuer announced after the date hereof on, the Guarantor's website and/or the website of the SGX-ST; and
- (b) the audited consolidated accounts of the Guarantor and its subsidiaries for FY2014 and FY2015 announced on, and any audited annual consolidated financial statements and unaudited interim consolidated financial statements of the Guarantor and its subsidiaries announced after the date hereof on, the Guarantor's website and/or the website of the SGX-ST; and
- (c) the unaudited third quarter consolidated financial statements of the Guarantor and its subsidiaries for the period ended 30 June 2016 announced on the Guarantor's website and/or the website of the SGX-ST; and
- (d) all supplements or amendments to this Information Memorandum issued by the Issuer from time to time,

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Any unaudited interim financial statements which are, from time to time, deemed to be incorporated by reference in this Information Memorandum will not have been audited or subject to review by the auditors of the Issuer and the Guarantor. Accordingly, there can be no assurance that, had an audit or review been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.

Websites referenced in this Information Memorandum are intended as guides as to where other public information relating to the Issuer, the Guarantor and the Group may be obtained free of charge. Unless otherwise incorporated by reference, information appearing on such websites does not form part of this Information Memorandum or any applicable Pricing Supplement and none of the Issuer, the Guarantor, the Trustee, the Arrangers or the Dealers accept any responsibility whatsoever that such information, if available, is accurate and/or up-to-date. Such information, if available, should not form the basis of any investment decision by an investor to subscribe for, purchase or acquire the Securities.

The Issuer will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer and the Paying Agents at their respective offices set out at the end of this Information Memorandum.

If the terms of the Programme are modified or amended in a manner which would make this Information Memorandum, as so modified or amended, inaccurate or misleading, a new information memorandum or a supplementary information memorandum will be prepared.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is derived from, and is qualified in its entirety by, the remainder of this Information Memorandum (and any relevant supplement to this Information Memorandum), the Programme Agreement, the Trust Deed, the Agency Agreement and the applicable Pricing Supplement.

Issuer:	F&N Treasury Pte. Ltd.
Guarantor:	Fraser and Neave, Limited.
Description:	Multicurrency Debt Issuance Programme.
Arrangers:	DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited.
Dealers:	DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited and any other Dealers appointed in accordance with the Programme Agreement.
Trustee:	DBS Trustee Limited.
Issuing and Paying Agent, Agent Bank, Transfer Agent and Registrar:	DBS Bank Ltd.
Certain Restrictions:	Each issue of Securities denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see the section entitled " <i>Subscription, Purchase and Distribution</i> ").
Programme Size:	Up to S\$2,000,000,000 (or its equivalent in other currencies) in aggregate principal amount of Securities shall be issued pursuant to the Programme and outstanding at any time. The Issuer and the Guarantor may increase the Programme size in accordance with the terms of the Programme Agreement.
Method of Issue:	Securities may be issued by way of placement from time to time under the Programme to institutional investors and/or relevant persons or other investors pursuant to Sections 274 and/or 275 of the SFA and in each case on a syndicated or non-syndicated basis (see the section entitled " <i>Subscription, Purchase and Distribution</i> ").
Specified Currencies:	Singapore dollars or any other currency as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s) (subject to any applicable legal or regulatory restrictions).

NOTES

Maturities:	Such maturities as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s), subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
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Redemption at Maturity:	Unless previously redeemed or purchased and cancelled, each Note will be redeemed at its Redemption Amount on the maturity date shown on its face.
Issue Price:	Notes may be issued at an issue price which is at par or at a discount to, or premium over, par.
Interest Basis:	Notes may bear interest at fixed, floating, variable or index linked rates or such other rate as may be agreed between the Issuer and the relevant Dealer(s). The Issuer may also issue Notes which do not bear interest.
Fixed Rate Notes:	Fixed interest will be payable in arrear on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption.
Floating Rate Notes:	<p>Floating Rate Notes which are denominated in Singapore dollars will bear interest to be separately determined for each Series by reference to S\$ SIBOR or S\$ Swap Rate (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted by any applicable margin.</p> <p>Floating Rate Notes which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s).</p> <p>Interest Periods in relation to the Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.</p>
Variable Rate Notes:	<p>Variable Rate Notes will bear interest at a variable rate as agreed by the Issuer and the relevant Dealer(s) in accordance with the Conditions of the Notes prior to the start of each Variable Rate Interest Period. The Variable Rate Interest Period for each Series will be agreed between the Issuer and the relevant Dealer(s) prior to the issue of such Series.</p> <p>Interest on Variable Rate Notes will be payable on either the first or last day of the relevant Variable Rate Interest Period as agreed by the Issuer and the relevant Dealer(s) prior to the start of each Variable Rate Interest Period.</p>
Index Linked Notes:	Payments of principal in respect of Index Linked Redemption Notes or payments of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer(s) may agree.
Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:	Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer(s).

Credit Linked Notes: Notes with respect to which payment of principal and interest is linked to the credit of a specified entity or entities will be issued on such terms as may be agreed between the Issuer and the relevant Dealer(s) (as specified in the applicable Pricing Supplement).

Zero Coupon Notes: Zero Coupon Notes will be offered and issued at a discount to their principal amount and will not bear interest other than in the case of late payment.

Form of Notes: The Notes will be issued in bearer form or registered form. Each Tranche or Series of bearer Notes may initially be represented by a Temporary Global Security or a Permanent Global Security. Each Temporary Global Security may be deposited on the relevant issue date with CDP, the Common Depository and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or Definitive Securities (as specified in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for Definitive Securities upon the terms therein. Each Tranche or Series of registered Notes will initially be represented by a Global Certificate. Each Global Certificate may be registered in the name of, or in the name of a nominee of, CDP, the Common Depository and/or any other agreed clearing system. Each Global Certificate may be exchanged, upon request as described therein, for Certificates upon the terms therein. Save as provided in the Conditions of the Notes, a Certificate shall be issued in respect of each Noteholder's entire holding of registered Notes of one Series.

Denomination of Notes: The Notes will be issued in such denominations as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s) save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Custody of the Notes: Notes which are to be cleared through CDP are required to be kept with CDP as authorised depository. Notes which are to be cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with the Common Depository.

Status of the Notes and the Senior Guarantee: The Notes and the Coupons relating to them will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a) of the Notes) unsecured

obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Issuer, from time to time outstanding.

The obligations of the Guarantor under the Senior Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a) of the Notes) unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Guarantor, from time to time outstanding.

Redemption:

The applicable Pricing Supplement will specify either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for tax reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s).

Redemption for Tax Reasons:

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the Notes are neither Floating Rate Notes nor Index Linked Notes nor Variable Rate Notes) or on any Interest Payment Date (if the Notes are either Floating Rate Notes or Index Linked Notes or Variable Rate Notes), on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Notes, the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (referred to in Condition 7(g) of the Notes) together (if appropriate) with interest accrued to (but excluding) the date of redemption if the Issuer satisfies the Trustee immediately before giving such notice referred to above that: (a) on the occasion of the next payment due under the Notes, the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 8 of the Notes as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after (in the case of a non-syndicated issue of Notes) the date of the dealer's agreement to subscribe for such Notes or (in the case of a syndicated issue of Notes) the date of the subscription agreement in relation to such Notes or any other date specified in the Pricing Supplement, and (b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor, taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest

date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Redemption at the Option of the Issuer (Issuer Call):

If so specified in the applicable Pricing Supplement, the Issuer may, having given (a) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 14 of the Notes, and (b) notice to the Trustee and the Issuing and Paying Agent not less than 15 days before the giving of the notice referred to in (a) above (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Redemption at the Option of the Noteholders (Investor Put):

If so specified in the applicable Pricing Supplement, the Notes may be redeemed at the option of the Noteholders upon the holder of any Note giving to the Issuer not less than 15 nor more than 30 days' notice in accordance with Condition 14 of the Notes. Upon the expiry of such notice and subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, the Issuer will redeem such Note on the Optional Redemption Date at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

Redemption in the case of Minimal Outstanding Amount:

If so specified in the applicable Pricing Supplement, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Notes, the Noteholders (which notice shall be irrevocable), at their Optional Redemption Amount (together with interest accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 10 per cent. of the aggregate principal amount originally issued.

Negative Pledge:

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor will create, or permit to subsist, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues to secure any Relevant Indebtedness of the Issuer or the Guarantor, or to secure any guarantee or indemnity provided by the Issuer or the Guarantor in respect of any Relevant Indebtedness of the Issuer or the Guarantor or any of the Principal Subsidiaries (as defined in the Conditions of the Notes) of the Guarantor, without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity, or such other

security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Noteholders or (ii) shall be approved by an Extraordinary Resolution of the Noteholders.

For the purposes of the above paragraph, “**Relevant Indebtedness**” means any indebtedness which is in the form of, or represented by, bonds, notes, debentures, loan stock or other debt securities (which, for the avoidance of doubt, includes perpetual securities) which for the time being are, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange or over-the-counter or other securities market having an original maturity of more than 365 days from their date of issue.

Non-Disposal Covenant:

So long as any Note or Coupon remains outstanding, except with the consent of the Trustee, each of the Issuer and the Guarantor shall not and the Guarantor shall procure that none of its Principal Subsidiaries shall, either in a single transaction or in a series of transactions and whether related or not or voluntary or involuntary, sell, transfer, grant, lease or otherwise dispose of (whether outright, by a sale-and-repurchase or sale-and-leaseback arrangement, or otherwise) any part of its respective assets which, either alone or when aggregated with all other disposals required to be taken into account under Condition 4(b) of the Notes, would have a material adverse effect on the Guarantor, unless such sale, transfer, grant, lease or disposal is in the ordinary course of its business or on usual commercial terms transacted on an arm’s length basis.

Cross Default:

Please see Condition 10(a)(iii) of the Notes for further details.

Taxation:

All payments of principal and interest in respect of the Notes and Coupons by the Issuer or, as the case may be, the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Singapore or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction, save for certain exceptions. For further details, please see Condition 8 of the Notes and the section entitled “*Singapore Taxation*”.

Listing:

Each Series of the Notes may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals

having been obtained. For so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will be traded on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in foreign currencies). Unlisted Notes may also be issued.

The applicable Pricing Supplement will state whether or not the relevant Notes are to be listed on any stock exchange(s) and, if so, on which stock exchange(s).

Selling Restrictions: For a description of certain restrictions on offers, sales and deliveries of Notes and the distribution of offering material relating to the Notes, see the section entitled "*Subscription, Purchase and Distribution*". Further restrictions may apply in connection with any particular Series or Tranche of Notes.

Governing Law: The Programme, the Guarantee and any Notes issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

PERPETUAL SECURITIES

No Fixed Maturity: The Perpetual Securities are perpetual securities in respect of which there is no fixed maturity date and the Issuer shall only have the right (but not the obligation) to redeem or purchase them in accordance with the provisions of the Conditions of the Perpetual Securities.

Issue Price: Perpetual Securities may be issued at an issue price which is at par or at a discount to, or premium over, par.

Distribution Basis: Perpetual Securities may confer a right to receive distribution at fixed or floating rates.

Fixed Rate Perpetual Securities: Fixed Rate Perpetual Securities will confer a right to receive distribution at a fixed rate which will be payable in arrear on specified dates. If so provided on the face of the Fixed Rate Perpetual Securities, the distribution rate may be reset on such dates and bases as may be set out in the applicable Pricing Supplement.

Floating Rate Perpetual Securities: Floating Rate Perpetual Securities which are denominated in Singapore dollars will confer a right to receive distribution at a rate to be determined separately for each Series by reference to S\$ SIBOR or S\$ Swap Rate (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted by any applicable margin.

Floating Rate Perpetual Securities which are denominated in other currencies will confer a right to receive distribution to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s).

Distribution periods in relation to the Floating Rate Perpetual Securities will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.

Distribution Discretion:

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date (as defined in the Conditions of the Perpetual Securities) by giving notice (an “**Optional Payment Notice**”) to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14 of the Perpetual Securities) not more than 15 nor less than five business days (or such other notice period as may be specified on the face of the Perpetual Security and the applicable Pricing Supplement) prior to a scheduled Distribution Payment Date.

If a Dividend Pusher is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may not elect to defer any distribution if during the Reference Period (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, either or both of the following (each a “**Compulsory Distribution Payment Event**”) have occurred:

- (a) a dividend, distribution or other payment has been declared or paid on or in respect of any of the Issuer’s Junior Obligations (as defined in the Conditions of the Perpetual Securities) or the Guarantor’s Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer’s Parity Obligations (as defined in the Conditions of the Perpetual Securities) or any of the Guarantor’s Parity Obligations; or
- (b) any of the Issuer’s Junior Obligations or the Guarantor’s Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer’s Parity Obligations or any of the Guarantor’s Parity Obligations has been redeemed, reduced cancelled, bought back or acquired for any consideration,

in each case, other than (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group or (ii) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor and/or as otherwise specified in the applicable Pricing Supplement.

Non-Cumulative Deferral and Cumulative Deferral:

If Non-Cumulative Deferral is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities is non-cumulative and will not accrue interest. The Issuer is not under any obligation to pay that or

any other distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid (“**Optional Distribution**”) (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e) of the Perpetual Securities. There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to Condition 4(IV) of the Perpetual Securities. Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a *pro rata* basis.

If Cumulative Deferral is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities shall constitute “**Arrears of Distribution**”. The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a) of the Perpetual Securities) further defer any Arrears of Distribution by complying with the notice requirement applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to Condition 4(IV) of the Perpetual Securities except that Condition 4(IV)(c) of the Perpetual Securities shall be complied with until all outstanding Arrears of Distribution have been paid in full.

If Additional Distribution is so provided on the face of the Perpetual Security and the applicable Pricing Supplement, each amount of Arrears of Distribution shall bear interest as if it constituted the principal of the Perpetual Securities at the Distribution Rate or Rate of Distribution (as the case may be) and the amount of such interest (the “**Additional Distribution Amount**”) with respect to Arrears of Distribution shall be due and payable pursuant to Condition 4 of the Perpetual Securities and shall be calculated by applying the applicable Distribution Rate or Rate of Distribution (as the case may be) to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the provisions of Condition 4 of the Perpetual Securities. The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

Restrictions in the case of
Non-Payment:

If Dividend Stopper is so provided on the face of the Perpetual Security and the applicable Pricing Supplement and on any Distribution Payment Date, payments of all distribution scheduled to be made on such date are not made in full by reason of Condition 4(IV) of the Perpetual Securities, the

Issuer and the Guarantor shall not and shall procure that none of its subsidiaries shall:

- (a) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any of the Issuer's or the Guarantor's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's or the Guarantor's Parity Obligations; or
- (b) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any of the Issuer's or the Guarantor's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's or the Guarantor's Parity Obligations,

in each case other than (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group or (ii) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor, unless and until (A) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (B) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (C) the Issuer or, as the case may be, the Guarantor, is permitted to do so by an Extraordinary Resolution of the Perpetual Securityholders and/or as otherwise specified in the applicable Pricing Supplement.

Form of Perpetual Securities:

The Perpetual Securities will be issued in bearer form or registered form. Each Tranche or Series of bearer Perpetual Securities may initially be represented by a Temporary Global Security or a Permanent Global Security. Each Temporary Global Security may be deposited on the relevant issue date with CDP, the Common Depositary and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or Definitive Securities (as specified in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for Definitive Securities upon the terms therein. Each Tranche or Series of registered Perpetual Securities will initially be represented by a Global Certificate.

Each Global Certificate may be registered in the name of, or in the name of a nominee of, CDP, the Common Depository and/or any other agreed clearing system. Each Global Certificate may be exchanged, upon request as described therein, for Certificates upon the terms therein. Save as provided in the Conditions of the Perpetual Securities, a Certificate shall be issued in respect of each Perpetual Securityholder's entire holding of registered Perpetual Securities of one Series.

Denomination of Perpetual Securities:

The Perpetual Securities will be issued in such denominations as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s) save that the minimum denomination of each Perpetual Security will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Custody of the Perpetual Securities:

Perpetual Securities which are to be cleared through CDP are required to be kept with CDP as authorised depository. Perpetual Securities which are to be cleared through Euroclear and/or Clearstream, Luxembourg are required to be kept with the Common Depository.

Status of the Senior Perpetual Securities and the Senior Guarantee:

The Senior Perpetual Securities and the Coupons relating to them will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Issuer, from time to time outstanding.

The obligations of the Guarantor under the Senior Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Guarantor, from time to time outstanding.

Status of the Subordinated Perpetual Securities and the Subordinated Guarantee:

The Subordinated Perpetual Securities and the Coupons relating to them will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and *pari passu* with any Parity Obligations of the Issuer.

The obligations of the Guarantor under the Subordinated Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Subordinated Guarantee and the Trust Deed constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with any Parity Obligations of the Guarantor.

Subordination of Subordinated Perpetual Securities:

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-up (as defined in the Conditions of the Perpetual Securities) of the Issuer or the Guarantor, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment of principal of and distribution on the Subordinated Perpetual Securities and the Coupons relating to them or, as the case may be, the Subordinated Guarantee are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer or, as the case may be, the Guarantor but at least *pari passu* with all other subordinated obligations of the Issuer or, as the case may be, the Guarantor that are not expressed by their terms to rank junior to the Subordinated Perpetual Securities or, as the case may be, the Subordinated Guarantee and in priority to the claims of shareholders of the Issuer or, as the case may be, the Guarantor and/or as otherwise specified in the applicable Pricing Supplement.

No set-off in relation to Subordinated Perpetual Securities:

Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer or the Guarantor in respect of, arising under, or in connection with, the Subordinated Perpetual Securities or Coupons relating to them or, as the case may be, the Subordinated Guarantee, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer and the Guarantor. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer or the Guarantor in respect of, arising under, or in connection with, the Subordinated Perpetual Securities or Coupons relating to them or, as the case may be, the Subordinated Guarantee is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer or, as the case may be, the Guarantor (or, in the event of its Winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer or, as the case may be, the Guarantor) and, until such time as payment is made, shall hold such amount in trust for the Issuer or, as the case may be, the Guarantor (or the liquidator or, as appropriate, administrator of the Issuer or, as the case may be, the Guarantor) and accordingly any such discharge shall be deemed not to have taken place.

Redemption at the Option of the Issuer:

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the

face thereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption.

Redemption for Tax Reasons:

The Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified on the face of the Perpetual Security and the applicable Pricing Supplement, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Perpetual Securities, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

- (a) the Issuer satisfies the Trustee immediately before giving such notice referred to above that:
 - (i) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 7 of the Perpetual Securities as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after (in the case of a non-syndicated issue of Perpetual Securities) the date of the dealer's agreement to subscribe for such Perpetual Securities or (in the case of a syndicated issue of Perpetual Securities) the date of the subscription agreement in relation to such Perpetual Securities or any other date specified in the Pricing Supplement; and
 - (ii) such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due; or

- (b) the Issuer receives a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that:
 - (i) the Perpetual Securities will not be regarded as “debt securities” for the purposes of Section 43(N)(4) and Section 13 of the ITA and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; or
 - (ii) the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption and/or concessionary tax rate on interest for “qualifying debt securities” under the ITA.

Redemption for Accounting Reasons:

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days’ notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Perpetual Securities, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, on such Distribution Payment Date or any time after that Distribution Payment Date, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council, as amended from time to time (the “**SFRS**”) or any other accounting standards that may replace SFRS for the purposes of the consolidated financial statements of the Group (the “**Relevant Accounting Standard**”), the Perpetual Securities will not or will no longer be recorded as “equity” of the Group pursuant to the Relevant Accounting Standard.

Redemption for Tax Deductibility:

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days’ notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Perpetual Securities, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

- (a) the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

- (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the issue date of such Perpetual Securities;
 - (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the issue date of such Perpetual Securities; or
 - (iii) any generally applicable official interpretation or pronouncement which is issued or announced on or after the issue date of such Perpetual Securities that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position; or
- (b) as a result of the Issuer receiving a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that the distribution (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as sums “payable by way of interest upon any money borrowed” for the purpose of Section 14(1)(a) of the ITA,

payments by the Issuer are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, fully deductible by the Issuer for Singapore income tax purposes.

Redemption in the case of Minimal Outstanding Amount:

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days’ notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Perpetual Securities, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued.

Redemption upon a Change of Control:

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may

be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified thereon, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14 of the Perpetual Securities, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), following the occurrence of a Change of Control Event (as defined in the applicable Pricing Supplement).

Limited right to institute proceedings in relation to Perpetual Securities:

Notwithstanding any of the provisions in Condition 9 of the Perpetual Securities, the right to institute proceedings for Winding-up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV) of the Perpetual Securities.

Proceedings for Winding-up:

If (i) a final and effective order is made or an effective resolution is passed for the Winding-up of the Issuer and/or the Guarantor or (ii) the Issuer fails to make payment in respect of the Perpetual Securities when due or the Guarantor fails to pay any amount under the Guarantee when due and, in each case, such failure continues for a period of seven days in the case of principal and 14 days in the case of distribution (together, the "**Enforcement Events**"), the Issuer or, as the case may be, the Guarantor shall be deemed to be in default under the Trust Deed and the Perpetual Securities or, as the case may be, the Guarantee and the Trustee may, subject to the provisions of Condition 9(d) of the Perpetual Securities, institute proceedings for the Winding-up of the Issuer and/or the Guarantor and/or prove in the Winding-up of the Issuer and/or the Guarantor and/or claim in the liquidation of the Issuer and/or the Guarantor for such payment.

Taxation:

All payments of principal and distribution in respect of the Perpetual Securities and Coupons by the Issuer or, as the case may be, the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Singapore or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Perpetual Securities or Coupons after such withholding or deduction shall equal the respective amounts of principal and distribution which would otherwise have been receivable in respect of the Perpetual Securities or Coupons, as the case may be, in the absence of such withholding or deduction, save for certain exceptions. For further details, please see Condition 7 of the

Perpetual Securities and the section entitled "*Singapore Taxation*".

Listing:

Each Series of the Perpetual Securities may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained. For so long as the Perpetual Securities are listed on the SGX-ST and the rules of the SGX-ST so require, the Perpetual Securities will be traded on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in foreign currencies). Unlisted Perpetual Securities may also be issued.

The applicable Pricing Supplement will state whether or not the relevant Perpetual Securities are to be listed on any stock exchange(s) and, if so, on which stock exchange(s).

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Perpetual Securities and the distribution of offering material relating to the Perpetual Securities, see the section entitled "*Subscription, Purchase and Distribution*". Further restrictions may apply in connection with any particular Series or Tranche of Perpetual Securities.

Governing Law:

The Programme, the Guarantee and any Perpetual Securities issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

FORM OF THE SECURITIES

Each Tranche or Series of Securities will be in bearer form or registered form, as specified in the applicable Pricing Supplement. Each Tranche or Series of Securities in bearer form may initially be represented by a Temporary Global Security or a Permanent Global Security (each a “**Global Security**”). Each Tranche or Series of Securities in registered form will initially be represented by a Global Certificate.

Global Securities

Payments of principal, interest or, as the case may be, distribution (if any) or any other amounts on a Global Security will be made through CDP, Euroclear and/or Clearstream, Luxembourg and/or any other clearing system (as the case may be) against presentation and (if no further payment falls to be made on it) surrender of the Global Security at the specified office of the Issuing and Paying Agent.

Each Temporary Global Security may be deposited on the relevant issue date with CDP, the Common Depository and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or Definitive Securities (as specified in the applicable Pricing Supplement) on or after an Exchange Date (as defined below).

Each Permanent Global Security is exchangeable, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for Definitive Securities (a) if the Permanent Global Security is held by or on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system (as “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention to permanently cease business or does in fact do so or (b) if the Permanent Global Security is held by or on behalf of CDP and (i) an event of default, enforcement event or analogous event entitling a person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Securities (an “**Accountholder**”) or the Trustee to declare the Securities to be due and payable as provided in the Conditions has occurred and is continuing, (ii) CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP has announced an intention to permanently cease business and no alternative clearing system is available, (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Securities and to continue performing its duties set out in its terms and conditions for the provision of depository services and no alternative clearing system is available, or (v) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Securities represented by the Permanent Global Security were in definitive form (each of the above an “**Exchange Event**”). Any such exchange may be effected by the holder of the Permanent Global Security surrendering the Permanent Global Security to or to the order of the Issuing and Paying Agent on or after an Exchange Date. The aggregate principal amount of Definitive Securities issued upon an exchange of the Permanent Global Security will be equal to the aggregate principal amount of the Permanent Global Security surrendered for exchange. On or after the Exchange Date, in exchange for the Permanent Global Security the Issuer will deliver, or procure the delivery of, duly executed and authenticated Definitive Securities, serially numbered, in the denomination and currency as stated in the applicable Pricing Supplement (if appropriate, having attached to them all Coupons (and, where appropriate, Talons) in respect of interest or, as the case may be, distribution that has not already been paid on the Permanent Global Security).

“**Exchange Date**” means, in relation to a Temporary Global Security, a day falling not less than 40 days after its issue date and, in relation to a Permanent Global Security, a day falling not less than 60 days after the day on which the notice requiring exchange is given and on which commercial banks are open for business in Singapore and in the case of an exchange pursuant

to (a) as provided in the preceding paragraph, a day on which commercial banks are open for business in the cities in which Euroclear, Clearstream, Luxembourg, the Depository or, if relevant, the Alternative Clearing System, are located.

Global Certificates

Payments of principal, interest or, as the case may be, distribution (if any) or any other amounts on a Global Certificate will be made through CDP, Euroclear and/or Clearstream, Luxembourg and/or any other clearing system (as the case may be) against presentation and (if no further payment falls to be made on it) surrender of the Global Certificate at the specified office of the Transfer Agent or the Registrar.

Each Global Certificate may be registered in the name of, or in the name of a nominee of, CDP, the Common Depository and/or any other agreed clearing system. Each Global Certificate is exchangeable, upon request as described therein, for Certificates (a) in whole but not in part, if the Securities represented by the Global Certificate are held on behalf of Euroclear, Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention to permanently cease business or does in fact do so or (b) in whole but not in part, if the Securities represented by the Global Certificate are held by or on behalf of CDP and (i) an event of default, enforcement event or analogous event entitling an Accountholder or the Trustee to declare the Securities to be due and payable as provided in the Conditions has occurred and is continuing, (ii) CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP has announced an intention to permanently cease business and no alternative clearing system is available, (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Securities and to continue performing its duties set out in its terms and conditions for the provision of depository services and no alternative clearing system is available, or (v) the Issuer has or will become subject to adverse tax consequences which would not be suffered if the Securities represented by the Global Certificate were in definitive form or (c) in the case of Securities that are not cleared through CDP, in whole or in part, with the consent of the Issuer. Any such exchange may be effected by the holder of the Global Certificate surrendering the Global Certificate to or to the order of the Registrar or Transfer Agent, together with the duly completed and executed form of transfer endorsed on such Global Certificate. Certificates shall be available for delivery within five business days of receipt of the form of transfer and surrender of the Global Certificate for exchange.

General

Securities which are represented by a Global Security or a Global Certificate will only be exchangeable and/or transferable in accordance with the rules and procedures for the time being of CDP, Euroclear and/or Clearstream, Luxembourg (as the case may be).

Any reference herein to CDP, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

RISK FACTORS

Prior to making an investment or divestment decision, prospective investors in or existing holders of the Securities should carefully consider all the information set forth in this Information Memorandum including the following risk factors that may affect the business, operational results, financial position, performance or prospects of the Issuer, the Guarantor and/or the F&N Group. As the market value of the Securities is affected by, amongst other things, interest rates, liquidity, exchange rates and the Issuer's, the Guarantor's and/or the F&N Group's business performance, these risk factors could have an effect on the value of the Securities. The Securities are thus not considered to be risk-free. The risk factors set out below do not purport to be an exhaustive or comprehensive list of all the risks that may be involved in the business of the Issuer, the Guarantor and/or the F&N Group, or any decision to purchase, own or dispose of the Securities. There may be additional risks which the Issuer and/or the Guarantor are currently unaware of which may also impair its, and/or the F&N Group's, business, operational results, financial position, performance or prospects. Prospective investors are advised to consider the nature of their prospective investment in relation to all risks. If any of the following risk factors develop into actual events, the business, operational results, financial position, performance or prospects of the Issuer, the Guarantor and/or the F&N Group could be materially and adversely affected. In such cases, the ability of the Issuer and/or the Guarantor to comply with their obligations under the Trust Deed and the Securities may be adversely affected.

Prospective investors should not rely on the information set out herein as the sole basis for any investment decision in relation to the Securities but should seek appropriate and relevant advice concerning the appropriateness of an investment in the Securities for their particular circumstances.

Limitations of this Information Memorandum

This Information Memorandum does not purport to nor does it contain all information that a prospective investor in or existing holder of the Securities may require in investigating the Issuer, the Guarantor and/or the F&N Group, prior to making an investment or divestment decision in relation to the Securities issued under the Programme. Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the Securities is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Guarantor, any other member of the F&N Group, the Arrangers, any of the Dealers or any person affiliated with any of them that any recipient of this Information Memorandum or any such other document or information (or such part thereof) should subscribe for or purchase or sell any of the Securities.

This Information Memorandum is not, and does not purport to be, investment advice. A prospective investor should make an investment in the Securities only after he has determined that such investment is suitable for his investment objectives. Determining whether an investment in the Securities is suitable is a prospective investor's responsibility, even if the investor has received information to assist it in making such a determination. Each person receiving this Information Memorandum acknowledges that such person has not relied on the Issuer, the Guarantor, any other member of the F&N Group, the Arrangers, any of the Dealers or any person affiliated with any of them in connection with its investigation of the accuracy or completeness of the information contained herein or of any additional information considered by it to be necessary in connection with its investment or divestment decision. Any recipient of this Information Memorandum contemplating subscribing for, purchasing, acquiring or selling any of the Securities should determine for himself the relevance of the information contained in this Information Memorandum and any such other document or information (or any part thereof), and his investment or divestment should be, and shall be deemed to be, based solely upon his own independent investigation of the financial condition and affairs, and his own appraisal of the creditworthiness of, the Issuer, the Guarantor and any other member of the F&N Group, the

Conditions and any other factors relevant to his decision, including the merits and risks involved. A prospective investor should consult his own legal, tax, financial and other advisers prior to deciding to make an investment in the Securities.

RISKS IN RESPECT OF THE ISSUER, THE GUARANTOR AND THE F&N GROUP

Economic, political, legal, regulatory or social conditions in the SEA region and globally may adversely affect the business, financial condition, results of operations and prospects of the F&N Group

The F&N Group's business activities are concentrated in the SEA region and a substantial part of the F&N Group's operations, assets and sales are located in emerging and/or developing markets in that region. As a result, the F&N Group's revenue, results of operations and future growth depend on the continued growth of the markets in the SEA region.

In recent times, currency fluctuations, liquidity shortages, interest rates fluctuations and other factors have had an adverse effect on the economies of certain countries in the SEA region. Moreover, some countries in the SEA region have experienced or continue to experience political instability. In addition, the legal, tax and regulatory regimes of some countries in the SEA region are uncertain and subject to changes in the future. The F&N Group operates and has investments in some of these countries and has no control over such conditions and developments and can provide no assurance that such conditions, developments and changes will not adversely affect the business, financial condition, results of operations and prospects of the F&N Group.

Given that the F&N Group's business activities are concentrated in the SEA region, any adverse conditions which directly or indirectly impact on economic conditions or the general economy in the SEA region may have an adverse effect on the business, financial condition, results of operations or prospects of the F&N Group. Further, as the F&N Group intends to expand its business activities into new countries in SEA, any adverse conditions which directly or indirectly impact on economic conditions in those countries may have an adverse effect on the business, financial condition, results of operations or prospects of the F&N Group.

The outbreak of an infectious disease or the occurrence of any other serious public health concerns in the SEA region and elsewhere could adversely affect the business, financial condition, results of operations and prospects of the F&N Group

An outbreak of infectious diseases or the occurrence of any serious public health concerns may have a material adverse effect on the F&N Group's business, financial condition and results of operations. Although the long-term effect of such diseases cannot currently be predicted, previous occurrences of Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome corona virus (MERS), Influenza A (H1N1) and avian flu in Asia had an adverse effect on the economies of those countries in which they were prevalent.

As most of the F&N Group's activities are concentrated in the SEA region, the outbreak of an infectious disease in the SEA region and elsewhere, together with any resulting restrictions on travel and/or imposition of quarantines, could have a negative impact on the economies and business activities in the SEA region, and thereby adversely impact the business, financial condition, results of operations and prospects of the F&N Group.

The F&N Group is subject to general risks associated with doing business overseas

The F&N Group is headquartered in Singapore, with a presence in over 11 countries across Asia Pacific, Europe, the UK and the U.S., and may expand its business to other countries in the future.

There are general risks inherent in doing business overseas. These include difficulties in and increases in costs of staffing and managing foreign operations, social and political instability, fluctuations in currency exchange rates and interest rates, potentially adverse tax consequences, price and wage controls, legal uncertainties regarding liability and enforcement, and changes in local laws and controls on the repatriation of capital or profits. The occurrence of any of these events may have a material adverse effect on the business, financial condition and results of operations of the F&N Group.

The business of the F&N Group is subject to fluctuations in global economic conditions. Global financial markets have experienced and may continue to experience volatility and liquidity disruptions. In particular, slow growth in the U.S. and Europe and the slowdown of economic growth and rising debt burden in China have caused volatile market conditions and limited effectiveness of monetary and fiscal policies in Japan have led to economic stagnation. The decline in commodity prices over the last two years has also adversely affected many economies and the outlook for financial markets and the general economy in many countries remains uncertain.

If there are policy changes involving trade barriers which serve to limit or prevent international trade, the F&N Group's overseas operations will also be affected. Some governments may request additional funds or tariffs in exchange for the right to export items into their countries. This may have an effect on the profits of the F&N Group because it either cuts revenue as a result of a tax on exports or restricts the amount of revenue that can be earned.

The F&N Group is also affected by the political risks in the countries where it operates. Wars, unsettled political conditions, social unrest, riots, piracy, terrorist attacks and government actions may adversely affect the F&N Group's ability to carry on its business. If such risks develop into actual events, the operations and profitability of the F&N Group may be adversely affected.

The F&N Group is subject to government regulations in the countries in which it operates

The F&N Group's business is subject to various laws and regulations in the countries in which it operates. The laws and regulations in such countries may at times be ambiguous and their interpretations and applications can be inconsistent or uncertain, making compliance with them challenging and potentially detrimental to the F&N Group. If the F&N Group fails to obtain the relevant approvals or comply with applicable laws or regulations, it may be subject to fines or penalties, have its approvals revoked, or lose its right to own or manage its businesses, among other things, any or all of which could have a material and adverse impact on the F&N Group's business, financial condition, results of operations and prospects.

The F&N Group may be involved in legal and other proceedings from time to time

From time to time, the F&N Group may be involved in disputes with various parties such as consultants, suppliers, purchasers and other partners involved in the production, purchase and sale of the products of the F&N Group. These disputes may lead to legal and other proceedings, and may cause the F&N Group to suffer additional costs and delays in the production or delivery of its products. In addition, the F&N Group may, from time to time, have to deal with issues or disputes in connection with regulatory bodies in the course of its operations, which may result in the F&N Group being subject to administrative proceedings and unfavourable orders, directives or decrees that may result in financial losses and delay the manufacturing of its products.

There is no assurance that these disputes will be settled on terms which are favourable or reasonable to the F&N Group, or at all. In the event such disputes are not settled on terms which are favourable or reasonable to the F&N Group, or at all, the business, prospects, financial condition and results of operations of the F&N Group may be adversely affected.

The F&N Group is subject to risks inherent in joint venture structures

The F&N Group has, and expects in the future to have, interests in joint venture entities. Disputes may occur between the F&N Group and their joint venture partners regarding the business and operations of the joint ventures which may not be resolved amicably. In addition, the F&N Group's joint venture partners may (i) have economic or business interests or goals that are not aligned with the F&N Group, (ii) take actions contrary to the F&N Group's instructions, requests, policies or objectives, (iii) be unable or unwilling to fulfil their obligations, (iv) have financial difficulties or (v) have disputes with the F&N Group as to the scope of their responsibilities and obligations.

Additionally, the F&N Group's joint venture partners (a) may not be able to fulfil their respective contractual obligations (for example they may default in making payments during future capital calls or capital raising exercises) or (b) may experience a decline in creditworthiness. The occurrence of any of these events may materially and adversely affect the performance of the F&N Group's joint ventures, which may in turn materially and adversely affect the F&N Group's business, financial condition, prospects and results of operations.

The Guarantor's investments in its subsidiaries, joint venture companies and associated entities are exposed to foreign exchange fluctuation risks

The Guarantor's functional and reporting currency is in Singapore dollars and that of its subsidiaries, joint venture companies and associated entities are in various foreign currencies such as the Chinese Renminbi, Australian Dollar, Hong Kong Dollar, U.S. Dollar, Ringgit, Thai Baht, Indonesian Rupiah, Myanmar Kyat and Vietnamese Dong.

The Guarantor does not hedge the foreign exchange exposure of its foreign investments in its subsidiaries, joint venture companies and associated entities. Any fluctuations in currency exchange rates will result in exchange gains or losses. A foreign exchange loss may have an adverse effect on the financial condition of the F&N Group.

The Issuer, the Guarantor and other members of the F&N Group may be exposed to interest rate fluctuations

The borrowings of the Issuer, the Guarantor and other members the F&N Group are exposed to changes in interest rates. The Issuer, the Guarantor and other members of the F&N Group operate in some countries where interest rates can change significantly. The Issuer, the Guarantor and other members of the F&N Group generally manage their interest cost using a mix of fixed and variable rate debts and the use of interest rates derivatives. However, in the event that the Issuer, the Guarantor and/or other members of the F&N Group are not able to manage their interest cost effectively in the face of adverse interest rate movements in the market, the F&N Group's financial condition may be adversely affected.

The Issuer, the Guarantor and/or the F&N Group may be exposed to credit risk in the event that the counterparties to the financial instruments of the Issuer, the Guarantor and/or the F&N Group fail to meet their obligations under the financial instruments

The portfolio of financial instruments of the Issuer, the Guarantor and/or the F&N Group are generally diversified along geographic lines and transactions are generally entered into with diverse creditworthy counterparties but concentrations of credit risks may still exist. When changes in economic, industrial or geographical factors affect the group of counterparties whose aggregate credit exposure is significant in relation to the total credit exposure of the Issuer, the Guarantor and/or the F&N Group, they may in turn affect the financial condition of the F&N Group.

The F&N Group's business and expansion plans are capital intensive and subject to its ability to raise capital

The F&N Group's ability to introduce new products and maintain its production capability depends on continued capital spending, including the construction of new facilities and the maintenance and upgrading of its existing facilities. There can be no assurance that financing, either on a short-term or a longer-term basis, will be made available, or if available, that such financing will be obtained on terms favourable to the F&N Group. If the F&N Group is unable to secure necessary financing to maintain or expand its facilities, or to secure such financing on terms which are favourable to it, whether through external debt financing, equity financing and/or internally generated cash flows, this could adversely affect the business, financial condition, results of operations and prospects of the F&N Group.

If external debt financing is secured, the F&N Group will be exposed to risks associated with debt financing. The F&N Group will also be subject to the risk that its existing borrowings may be terminated by the lenders upon the occurrence of certain events, that it may not be able to refinance its existing borrowings or that the terms of any refinancing will not be as favourable as the terms of its existing borrowings. In addition, the F&N Group may be subject to certain covenants in connection with future borrowings that may limit or otherwise adversely affect its operations and its ability to meet required payments of principal and interest on its indebtedness.

Brand recognition is important for the F&N Group's business and any failure to protect the F&N Group's intellectual property rights or any claims against the F&N Group that it is infringing on the rights of others could materially harm the business, financial condition, results of operations and prospects of the F&N Group

Brand recognition is critical to attracting new consumers to the F&N Group's products and maintaining the loyalty of existing customers. The F&N Group's success depends, in part, on its ability to protect its current and future products and to defend its intellectual property rights.

The F&N Group has filed and registered numerous trademarks covering the F&N Group's products in various countries. The F&N Group also seeks to protect, in part by confidentiality agreements with suppliers, partners and consultants, its trade secrets and proprietary know-how (which are not protected by patents or trademarks), as well as its innovative technology.

However, the F&N Group may not be successful in registering some of its trademarks and it is possible that trademarks that have been granted to the F&N Group may not be extended upon expiration or may be challenged, invalidated or circumvented by its competitors. Third parties may also unlawfully pass off their products as products of the F&N Group. Further, the F&N Group's trade secrets, proprietary know-how and innovative technology may be compromised as a result of breaches of confidentiality agreements or otherwise become known or be independently developed by the F&N Group's competitors. These various factors could undermine the competitive position of the F&N Group's products and lead to a decrease in sales volume, which would have an adverse effect on the business, financial condition, results of operations and prospects of the F&N Group.

There is also no assurance that the F&N Group's products and brands do not and will not infringe other registered trademarks or intellectual property rights belonging to third parties. In the event of legal proceedings brought against the F&N Group by such third parties, the F&N Group's business, financial condition, results of operations and prospects may also be adversely affected.

The loss of members of the F&N Group's senior management may affect its continuing ability to compete

The F&N Group believes that its continuing success is dependent to a certain extent upon the abilities and continuing efforts of its existing directors and senior management. While the F&N Group has a succession plan in place, there is no assurance, if the F&N Group were to lose the services of members of its senior management, that it will be able to replace those persons' expertise or experience, either on a timely basis or at all. Accordingly, the loss of members of its senior management may affect the F&N Group's continuing ability to compete.

Failure to comply with environmental, health and safety and other laws may have an adverse effect on the business, financial condition, results of operations and prospects of the F&N Group

The F&N Group is subject to extensive and increasingly stringent environmental, health and safety and other laws and regulations governing air pollutant emissions, discharge of treated wastewater and other aspects of the F&N Group's operations in the various countries where the F&N Group operates. Some of these laws and regulations require the F&N Group's production facilities to operate under permits that are subject to renewal or modifications. If such permits are not renewed or are modified to impose conditions which the F&N Group cannot fulfil, this may have an adverse effect on the F&N Group's business, financial condition, results of operations and prospects. Violations of these laws and regulations could result in the imposition of substantial fines and criminal sanction on the F&N Group, as well as permit revocations and shutdowns of the F&N Group's production facilities. These laws and regulations may also impose extensive requirements relating to investigation and clean-up of contamination and the F&N Group may be required to bear some or all of these costs regardless of fault. Any of the above events may have an adverse effect on the business, financial condition, results of operations and prospects of the F&N Group.

The F&N Group may suffer material losses in excess of insurance proceeds

The F&N Group maintains insurance policies covering its assets required for its businesses in line with general market practice and legal requirements. Where practicable, the F&N Group also maintains certain terrorism, property damage, business interruption and general liability insurance in the various countries in which it operates. However, its assets could suffer physical damage caused by fire or other causes and the F&N Group may suffer public liability claims, all of which may result in losses that may not be fully compensated by insurance proceeds. In addition, certain types of risks (such as the risks of war, terrorist acts and losses caused by the outbreak of contagious diseases) may be uninsurable or the cost of insurance may be prohibitive. There are certain types of losses (such as losses from wars or acts of God) that are generally not insured because they are either uninsurable or not economically insurable. Should an uninsured loss or a loss in excess of insured limits occur, the F&N Group could be required to pay compensation and/or lose the capital invested in the affected asset. The F&N Group would also remain liable for any debt or other financial obligation related to that asset. No assurance can be given that losses in excess of insurance proceeds will not be incurred in the future. Such an event would adversely affect the financial condition and results of operations of the F&N Group.

The occurrence of any acts of God, war, adverse political developments and terrorist attacks may materially and adversely affect the business, financial condition and results of operations of the F&N Group

Acts of God such as natural disasters are beyond the control of the F&N Group and may adversely affect the economy, infrastructure and livelihood of the local population in the communities in which the F&N Group operates. The F&N Group's business and operations may be adversely affected should such acts of God occur. There can also be no assurance that any war, adverse

political developments, terrorist attack or other hostilities in any part of the world, potential, threatened or otherwise, will not, directly or indirectly, have an adverse effect on the business, financial condition and results of operations of the F&N Group.

The F&N Group may not be successful in its acquisitions and investments in other companies and businesses and may not be able to integrate operations successfully

As part of its growth strategy, the F&N Group may from time to time acquire and invest in companies or businesses. The success of its acquisitions and investments depends on a number of factors, including the ability to identify suitable opportunities for investment or acquisition, whether commercial terms are satisfactory to the F&N Group, the extent to which the F&N Group is able to exercise control over the company or business acquired or invested in, and the ability to successfully integrate the acquired company or business with the F&N Group. Such integration may not be completed in a timely manner or may not achieve the benefits anticipated. If the F&N Group is unsuccessful in its acquisitions and investments or if it is unsuccessful in integrating the relevant parts of its business with the businesses acquired or invested in, the business, financial condition, results of operations and prospects of the F&N Group may be adversely affected.

The F&N Group must continue to make significant capital investments

To remain competitive, the F&N Group is constantly required to make significant capital investments. There is no assurance that these capital investments will generate the level of return initially anticipated, due to changes in market environment and other factors.

In particular, if unforeseen market changes and corresponding declines in demand result in mismatch between sales volumes and anticipated production volumes, the F&N Group may not be able to recover its capital expenditures or investments, in part or in full, or the recovery of such capital expenditures or investments may take longer than expected.

In addition, the F&N Group may have made capital investments in the past that may still have a continuing impact on the Group's operating results. While the F&N Group evaluates each investment decision carefully, there is no assurance that its capital investments will generate the expected returns and if the expected returns are not generated, this may adversely affect the F&N Group's business and financial performance.

A shortage in the supply of raw materials and increased prices may adversely affect the F&N Group

The F&N Group may be adversely affected should there be a shortage or irregularity in the supply of raw materials used in connection with its businesses and operations. A shortage in the supply of raw materials may drive prices up in the short-term to medium-term. Further, any interruption in the supply or availability of raw materials may disrupt the operations of the F&N Group.

The F&N Group is exposed to general inflationary pressures

Commodity prices could increase dramatically. Future increases in commodity prices globally may adversely affect the economic growth and stability of countries in which the F&N Group operates, and as a result, may reduce consumers' purchasing power. It is difficult to predict whether commodities will continue to be available at prices that will not adversely affect the economic growth and stability of these countries. There is no assurance that future increases in commodity prices in the countries in which the F&N Group operates will not lead to political, social and economic instability, which in turn could have an adverse effect on the F&N Group's business, financial condition, prospects and results of operations.

The results of the UK's referendum on its withdrawal from the European Union may have a negative effect on global economic conditions, financial markets and the F&N Group's business

In June 2016, a majority of voters in the UK elected to withdraw from the European Union in a national referendum. At present, both the terms and timing of the UK's withdrawal from the European Union are uncertain. The referendum has created significant uncertainty about the future relationship between the UK and the European Union as well as the continuing membership of other European Union member states. These uncertainties have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets, and may significantly reduce global market liquidity and restrict the ability of key market participants to operate in certain financial markets. Any of these factors could depress economic activity and restrict the F&N Group's access to capital, which could have a material adverse effect on the F&N Group's business, financial condition and results of operations.

RISKS ASSOCIATED WITH THE F&N GROUP'S BUSINESSES

FOOD AND BEVERAGE BUSINESS

Changes in consumer demand for food and beverage, regulations and discretionary consumer spending could adversely affect the F&N Group's food and beverage business and profitability

The demand for the F&N Group's food and beverage products faces fluctuations caused by changes in consumer preferences, trends and regulations. There is no assurance that the F&N Group will continue to be successful in keeping ahead of, and abreast with, consumer preferences, trends and changes in regulations in the products which the F&N Group offers. If the F&N Group is unable to design and develop new products to cater to changes in consumer preferences or meet the specifications of its consumers, or comply with new regulations, the demand for its products may decrease and hence, business and profitability may be adversely affected.

The food and beverage industry is highly competitive. Actions by the F&N Group's competitors or other changes in the competitive environment in which the F&N Group operates could have an adverse effect on the F&N Group's business and profitability

The F&N Group faces competition in the food and beverage business as the food and beverage industry is highly competitive. There is no assurance that any action by the F&N Group's competitors (including competitive pricing) or other changes in the competitive environment will not have an adverse effect on the F&N Group's business and profitability.

Water is an important raw material for the production of the F&N Group's beverages and is critical to the F&N Group's beverage operations. However, the F&N Group may not be able to obtain sufficient quantities of water or may face increases in the price of water in the future

The F&N Group meets its water requirements for the production of beverages by obtaining water from various sources, including from deep wells, and by the purchase of water from utility boards. If the F&N Group is unable to obtain sufficient quantities of water or if the F&N Group faces increases in the price of water, this could adversely affect the ability of its production facilities to produce beverages and cause an increase in its operating costs and a decrease in its profit margins. In addition, certain regulatory requirements may mandate that the F&N Group use alternative sources of water such as tap water, river water and water collected in reservoirs. In these instances, the installation of water treatment facilities may be necessary in order to treat the water obtained from such alternative sources before the water can be utilised for the production

of beverages. Any failure on the part of the F&N Group to do so in a timely manner or on a cost efficient basis could increase the F&N Group's operating costs and disrupt its business, which could adversely affect the financial condition, results of operations and prospects of the F&N Group.

The F&N Group faces risks associated with contamination of its products

A risk of contamination or deterioration exists during each stage of the production cycle of the F&N Group's products, including during the production and delivery of raw materials, the bottling and packaging of the products, the stocking and delivery of the products to retailers and wholesalers, and the storage and shelving of the products at the final points of sale. Any such contamination or deterioration could result in a recall of the F&N Group's products and/or criminal or civil liability and restrict the F&N Group's ability to sell its products which, in turn, could have an adverse effect on the business, financial condition, results of operations and prospects of the F&N Group. In addition, from time to time, the F&N Group may be subject to false allegations of contamination which could create negative publicity that could adversely affect the F&N Group's reputation and product sales, and hence the business, financial condition, results of operations and prospects of the F&N Group.

The F&N Group's food and beverage operations are subject to operating hazards and other risks

The F&N Group's food and beverage operations are subject to operating hazards and other risks typically associated with the production, storage and transportation of its products, such as incidents of fires, mechanical failures, storage tank leakages, the discharge or release of hazardous substances and other environmental risks. Any disruption in the operation of the F&N Group's existing production facilities due to any of the foregoing risks could adversely affect the business, financial condition, results of operations and prospects of the F&N Group. In addition, many of these operating hazards and other risks may cause personal injury and loss of life, damage to or destruction of property and equipment, as well as the environment, and may result in the suspension of the F&N Group's food and beverage operations and the imposition of civil or criminal penalties.

Concerns about health and wellness could reduce the demand for some of the F&N Group's products

The F&N Group has a wide beverage product range, including sugared and sugar-free beverages. In recent years, health and wellness trends have resulted in a decreased demand for some of its sugared beverages. If the F&N Group is unable to offset a decline in sales of its sugared beverages and to offer the types of products that some of its consumers prefer, this could adversely affect its business and financial results.

PUBLISHING AND PRINTING BUSINESS

The F&N Group's printing business faces increasing competition from developments in the use of technology and changing consumer behaviour

The F&N Group's printing business operates in a highly competitive environment which is subject to rapid change, particularly from developments in the use of technology. Technological progress has led to a structural change in the printing industry, with many consumers now obtaining their information online through social media and websites, leading to waning demand for traditional print media and overcapacity in the printing industry. This has resulted in a highly competitive environment and pricing pressures.

There is a constant need to continuously invest in products, services, technology and human resource to keep abreast of these changes. There is no assurance that such investments will generate the expected returns or give the business a competitive advantage. This could have a material adverse effect on the F&N Group's business and financial performance.

Changes in education policy and school curricula could adversely affect the F&N Group's publishing business

A significant portion of the F&N Group's publishing and printing business is driven by its education publishing business. The success of its education publishing business depends on its ability to respond and adapt to changing school curricula and to meet the needs of curriculum specialists, school leaders and educators. However, there is no assurance that the F&N Group will be able to continue effectively responding and adapting the content and delivery of its products to cater to changing consumer preferences and trends and changes in school curricula. If the F&N Group is unable to keep up with such changes, this could affect the demand for its textbook and learning solutions and this may in turn adversely affect the F&N Group's publishing business and profitability.

The F&N Group's printing business may be adversely affected by any damage to inventory or facilities

The F&N Group's printing business inventory comprises mainly paper used in its printing and manufacturing processes, non-paper raw materials, as well as production equipment and machinery.

A fire, flood or other natural calamity may result in significant damage to the F&N Group's inventory and its plant and machinery which may result in major disruptions to production. For example, damage to paper inventory may result in high inventory write-offs and affect the F&N Group's production if it is unable to obtain a timely supply of paper. In the event of damage to paper inventory or plant and equipment, the F&N Group's business and financial results may be adversely affected. While the F&N Group maintains insurance coverage for paper inventory and plant and machinery, it cannot assure that the insurance coverage will be sufficient to cover all the potential losses.

The F&N Group's printing and publishing retail business may be affected by the non-renewal of leases or increase in rental of retail outlets through which its products are distributed

The F&N Group's printing and publishing retail business is carried out through retail outlets such as *Times bookstores* and *Times Travel*, some of which are located at prime shopping locations in Singapore which are easily accessible. The F&N Group has entered into lease and tenancy agreements in respect of these retail stores and may wish to renew certain tenancies or to exercise certain renewal options upon expiry and maintain such leases.

However, there is no assurance that each of these leases or tenancies can be renewed upon expiry or can be renewed on terms and conditions which are favourable to the F&N Group. Failure to renew any tenancies may result in the stores being closed or relocated to less preferred locations. This may have an adverse effect on the F&N Group's performance and profitability.

RISKS RELATING TO THE SECURITIES ISSUED UNDER THE PROGRAMME

The Securities are unsecured obligations of the Issuer and the rights of Securityholders may be structurally subordinated to other creditors of the Guarantor's subsidiaries and associated companies (other than the Issuer)

The Securities would rank below existing secured borrowings of the Guarantor's subsidiaries and associated companies. As a result of the holding company structure of the F&N Group, the Securities are also structurally subordinated to any and all existing and future liabilities and obligations of the Guarantor's subsidiaries and associated companies since these subsidiaries and associated companies own the vast majority of the F&N Group's assets. Generally, claims of creditors, including trade creditors, and claims of preferred shareholders (if any) of any such subsidiaries and associated companies will have priority with respect to the assets and earnings of such subsidiaries and associated companies over the claims of the Issuer, the Guarantor and its creditors, including Securityholders.

The Securities may not be a suitable investment for all investors

Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Information Memorandum or any applicable amendment or supplement to this Information Memorandum;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities with principal, interest or distribution payable in one or more currencies, or where the currency for principal, interest or distribution payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a legal, tax, financial or other adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Securities are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Securities which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact such investment will have on the potential investor's overall investment portfolio.

Investment activities may be subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) the Securities are legal investments for them, (b) the Securities can be used as collateral for various types of borrowing and (c) other restrictions

apply to its purchase of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Modification and waivers

The Conditions contain provisions for calling meetings of Securityholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Securityholders including Securityholders who did not attend and vote at the relevant meeting and Securityholders who voted in a manner contrary to the majority.

The Conditions also provide that the Trustee may, but is not obliged, without the consent of the Securityholders or Couponholders, to (a) agree to any modification of the Securities, the Coupons, the Talons, the Conditions, the applicable Pricing Supplement(s) or the Trust Deed which is of a formal, minor or technical nature or to correct a manifest error or to comply with the mandatory provisions of the law, and (b) agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Securities or the Trust Deed, or determine that any Potential Event of Default, Event of Default or Enforcement Event shall not be treated as such, where, in any such case, such modification or determination is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders. Any such modification, waiver or authorisation shall be binding on the Securityholders and the Couponholders and, if so required by the Trustee, any such modification shall be notified to the Securityholders in accordance with Condition 14 of the Notes or, as the case may be, Condition 14 of the Perpetual Securities as soon as practicable thereafter.

A change in Singapore law which governs the Securities may adversely affect Securityholders

The Securities are governed by Singapore law in effect as at the date of issue of the Securities. No assurance can be given as to the impact of any possible judicial decision or change to Singapore law or administrative practice after the date of issue of the Securities.

The Securities may be represented by Global Securities or Global Certificates and holders of a beneficial interest in a Global Security or Global Certificate must rely on the procedures of the relevant Clearing System (as defined below)

Securities issued under the Programme may be represented by one or more Global Securities or Global Certificates. Such Global Securities or Global Certificates will be deposited with or registered in the name of, or in the name of a nominee of, the Common Depositary, or lodged with CDP (each of Euroclear, Clearstream, Luxembourg and CDP, a “**Clearing System**”). Except in the circumstances described in the relevant Global Security or Global Certificate, investors will not be entitled to receive Definitive Securities. The relevant Clearing System will maintain records of their accountholders in relation to the Global Securities and Global Certificates. While the Securities are represented by one or more Global Securities or Global Certificates, investors will be able to trade their beneficial interests only through the relevant Clearing System.

While the Securities are represented by one or more Global Securities or Global Certificates, the Issuer will discharge its payment obligations under the Securities by making payments to the Common Depositary or, as the case may be, to CDP, for distribution to their accountholders or, as the case may be, to the Issuing and Paying Agent for distribution to the holders as appearing in the records of the relevant Clearing System. A holder of a beneficial interest in a Global Security or Global Certificate must rely on the procedures of the relevant Clearing System to receive payments under the relevant Securities. The Issuer bears no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Securities or Global Certificates.

Holders of beneficial interests in the Global Securities and Global Certificates will not have a direct right to vote in respect of the relevant Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System to appoint appropriate proxies.

Lack of an active trading market for the Securities

There can be no assurance as to the liquidity of the Securities or that an active trading market will develop. If such a market were to develop, the Securities may trade at prices that may be higher or lower than the initial issue price depending on many factors, including prevailing interest rates, the Issuer's operations and the market for similar securities. The Dealers are not obliged to make a market in the Securities and any such market making, if commenced, may be discontinued at any time at the sole discretion of the relevant Dealer(s). No assurance can be given as to the liquidity of, or trading market for, the Securities.

The market value of the Securities may be subject to fluctuation

Trading prices of the Securities may be influenced by numerous factors, including (a) the market for similar securities, (b) the operating results and/or financial condition of the F&N Group and (c) political, economic, financial and any other factors that can affect the capital markets, the industry and the F&N Group. Adverse economic developments in Singapore as well as countries in which the F&N Group operates or has business dealings could have a material adverse effect on the operating results and/or the financial condition of the F&N Group and the market value of the Securities. As a result, the market price of the Securities may be above or below the issue price.

Global financial turmoil has resulted in substantial and continuing volatility in international capital markets. Any further deterioration in global financial conditions could have a material adverse effect on worldwide financial markets (including Singapore), which may also adversely affect the market price of the Securities.

Securityholders are exposed to financial risks

Interest payment or, as the case may be, distribution payment (where applicable) and principal repayment for debts occur at specified periods (in the case of Perpetual Securities, so long as not deferred) regardless of the performance of the F&N Group. The Issuer may be unable to make interest payments or, as the case may be, distribution payments (where applicable), or principal repayments, under the Securities should the F&N Group suffer a serious decline in net operating cash flows.

An investment in the Securities is subject to interest rate risk

Securityholders may suffer unforeseen losses (both realised and unrealised) due to fluctuations in interest rates. The Securities are fixed income securities and may therefore see their price fluctuate due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in note and/or perpetual security prices. The market value of the Securities may be affected and this may result in a capital loss for Securityholders. Conversely, when interest rates fall, note and/or perpetual security prices may rise. Securityholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

An investment in the Securities is subject to inflation risk

Securityholders may suffer erosion on the return of their investments due to inflation. Securityholders may have an anticipated rate of return based on expected inflation rates on the purchase of the Securities. An unexpected increase in inflation could reduce the actual returns.

The market prices of Securities issued at a substantial discount or premium tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities

The market values of securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Exchange rate risks and exchange controls may result in Securityholders receiving less principal, interest or, as the case may be, distribution than expected

The Issuer will pay principal and interest or, as the case may be, distribution on the Securities in the currency specified. This presents certain risks relating to currency conversions if the Securityholder's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the currency in which the Securities are denominated. These include the risk that exchange rates may significantly change (including changes due to devaluation of the currency in which the Securities are denominated or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the currency in which the Securities are denominated would decrease (a) the Investor's Currency equivalent yield on the Securities, (b) the Investor's Currency equivalent value of the principal payable on the Securities and (c) the Investor's Currency equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Securityholders may receive less principal, interest or, as the case may be, distribution than expected, or no principal, interest or, as the case may be, distribution.

There is no assurance that the Issuer and/or the Guarantor will have sufficient cash flow to meet payment obligations under the Securities

The Issuer expects that its cash flow from treasury operations will be sufficient for it to service and repay all its financial obligations (including the Securities) as and when they fall due. Additionally, the sums payable in respect of the Securities have the benefit of an irrevocable and unconditional guarantee granted by the Guarantor. However, in the event that the Issuer and/or the Guarantor suffers a deterioration in its financial condition, there is no assurance that the Issuer and/or the Guarantor will have sufficient cash flow to meet payments under the Securities and/or the Guarantee. The ability of the Issuer and/or the Guarantor to comply with its obligations under the Trust Deed and the Securities may be adversely affected.

There is no prior market for and there is limited liquidity of the Securities

There can be no assurance regarding the future development of the market for the Securities issued under the Programme or the ability of the Securityholders, or the price at which the Securityholders may be able, to sell their Securities.

Although the issue of additional Securities may increase the liquidity of the Securities, there can be no assurance that the price of such Securities will not be adversely affected by the issue in the market of such additional Securities.

The performance of contractual obligations by the Issuer and/or the Guarantor is dependent on other parties

The ability of the Issuer and/or the Guarantor to make payments in respect of the Securities may depend upon the due performance by the other parties to the Trust Deed and the Agency Agreement of their obligations thereunder including the performance by the Trustee, the Issuing and Paying Agent, the Agent Bank, the Registrar and/or the Transfer Agent of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Issuer and/or the Guarantor of their obligations to make payments in respect of the Securities, the Issuer and/or the Guarantor may not, in such circumstances, be able to fulfil their obligations to the Securityholders.

An affiliate of the Issuer or the Guarantor may purchase a majority of any Series of Securities issued from time to time under the Programme and (if it is not a non-listed subsidiary of the Guarantor) be able to exercise certain rights and powers on its own which will be binding on all holders of such Series of Securities. Additionally, this may reduce the liquidity of such Securities in the secondary trading market

An affiliate of the Issuer or the Guarantor may purchase a substantial portion of the aggregate principal amount of any Series of Securities to be issued from time to time under the Programme (on the same terms as the other investors) and may, whether through such purchase or purchases in the secondary market, obtain a majority of the aggregate principal amount of such Series of Securities. Any holder of a majority of the aggregate principal amount of any Series of Securities (other than the Issuer, the Guarantor or a non-listed subsidiary of the Guarantor) will be able to exercise certain rights and powers on its own under the Conditions and Trust Deed, which will be binding on all holders of such Series of Securities. For example, holders of at least two-thirds (and at adjourned meetings, one-third) of the aggregate principal amount of any Series of Securities outstanding (other than the Issuer, the Guarantor or non-listed subsidiaries of the Guarantor) will be able to vote on reserved matters in relation to such Series of Securities, including the reduction or cancellation of the Securities and the modification of interest or, as the case may be, distribution rate of the Securities, which decision will be binding on all holders of such Series of Securities. In addition, any Potential Event of Default, Event of Default, Enforcement Event or non-compliance with any provision of the Conditions and the Trust Deed in relation to any Series of Securities may be waived with the consent of the holders of three-fourths of the aggregate principal amount of such Securities, subject in each case to certain terms and exceptions (including those in connection with the reserved matters set forth in the Trust Deed). Accordingly, any holder of a significant portion of or majority of the aggregate principal amount of such Securities (other than the Issuer, the Guarantor or a non-listed subsidiary of the Guarantor) may be able to exercise such rights and powers on its own, which will be binding on all holders of such Securities and control the outcome of votes on such matters. Further, any holder of a significant percentage of such Securities (other than the Issuer, the Guarantor or a non-listed subsidiary of the Guarantor), even if less than a majority, will be able to exercise certain rights and powers and will have significant influence on matters voted on by Securityholders. For example, holders of more than one-fourth of the aggregate principal amount of such Securities (other than the Issuer, the Guarantor or non-listed subsidiaries of the Guarantor) may, subject to the provisions of the Trust Deed, be able to block an Extraordinary Resolution. The interests of such affiliate of the Issuer or the Guarantor may be different from the interests of the other holders of such Securities. Additionally, the existence of any such significant Securityholder may reduce the liquidity of such Securities in the secondary trading market.

RISKS RELATING TO THE NOTES

Singapore tax risk

The Notes to be issued from time to time under the Programme, during the period from the date of this Information Memorandum to 31 December 2018 are, pursuant to the ITA and the MAS Circular FSD Cir 02/2013 entitled “Extension and Refinement of Tax Concessions for Promoting the Debt Market” issued by MAS on 28 June 2013, intended to be “qualifying debt securities” for the purposes of the ITA, subject to the fulfilment of certain conditions more particularly described in the section entitled “*Singapore Taxation*”. However, there is no assurance that such Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws or MAS circulars be amended or revoked at any time.

Notes subject to optional redemption by the Issuer may have a lower market value than other debt securities that cannot be redeemed

An optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer elects to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. At that time, Noteholders generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Noteholders should consider reinvestment risk in light of other investments available at that time.

Variable Rate Notes may have a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors or caps or floors or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

The Notes are unsecured

Notwithstanding that the Notes will be guaranteed by the Guarantor under the Senior Guarantee, the Notes are unsecured. The Notes and Coupons of all Series and the Senior Guarantee will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a) of the Notes) unsecured obligations of the Issuer and the Guarantor respectively, and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Issuer and the Guarantor respectively, from time to time outstanding.

Accordingly, on a winding-up of the Issuer or, as the case may be, the Guarantor at any time prior to the maturity of any Notes or redemption of any Notes, the Noteholders will not have recourse to any specific assets of the Issuer, the Guarantor or their respective subsidiaries, associated companies (if any) or joint venture entities (if any) as security for outstanding payment or other obligations under the Notes and/or Coupons owed to the Noteholders and there can be no assurance that there would be sufficient value in the assets of the Issuer or, as the case may be, the Guarantor, after meeting all claims ranking ahead of the Notes or, as the case may be, the Senior Guarantee, to discharge all outstanding payments and other obligations under the Notes and/or Coupons owed to the Noteholders.

RISKS RELATING TO THE PERPETUAL SECURITIES

Perpetual Securities may be issued for which investors have no right to require redemption

The Perpetual Securities are perpetual securities and have no fixed maturity date. Perpetual Securityholders have no right to require the Issuer to redeem Perpetual Securities at any time, and an investor who acquires Perpetual Securities may only dispose of such Perpetual Securities by sale. Perpetual Securityholders who wish to sell their Perpetual Securities may be unable to do so at a price at or above the amount they have paid for them, or at all. Therefore, holders of Perpetual Securities should be aware that they may be required to bear the financial risks of an investment in Perpetual Securities for an indefinite period of time.

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, Perpetual Securityholders may not receive distribution payments if the Issuer elects not to pay all or a part of a distribution under the Conditions of the Perpetual Securities

If Optional Payment is provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay any scheduled distribution on the Perpetual Securities in whole or in part for any period of time. In the event that the Issuer does not pay a distribution in whole or in part, it is subject to certain restrictions in relation to (i) the declaration or payment of distributions on its Junior Obligations and the Guarantor's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) its Parity Obligations and the Guarantor's Parity Obligations, and (ii) the redemption and repurchase of its Junior Obligations and the Guarantor's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) its Parity Obligations and the Guarantor's Parity Obligations. The Issuer is not subject to any limit as to the number of times or the amount with respect to which the Issuer can elect not to pay distributions under the Perpetual Securities. While the Issuer may, at its sole discretion, and at any time, elect to pay an Optional Distribution, being an optional amount equal to the amount of distribution which is unpaid in whole or in part, there is no assurance that the Issuer will do so, and distributions which are not paid in whole or in part may remain unpaid for an indefinite period of time. Any non-payment of a distribution in whole or in part shall not constitute a default for any purpose. Any election by the Issuer not to pay a distribution in whole or in part, will likely have an adverse effect on the market price of the Perpetual Securities. In addition, as a result of the potential non-cumulative distribution feature of the Perpetual Securities and the Issuer's ability to elect not to pay a distribution in whole or in part, the market price of the Perpetual Securities may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such election not to pay and may be more sensitive generally to adverse changes in the Group's financial condition.

If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the Issuer's option on date(s) specified in the applicable Pricing Supplement or upon the occurrence of certain other events

The Perpetual Securities are perpetual securities and have no fixed maturity date. If so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer on certain date(s) specified in the applicable Pricing Supplement at their principal amount (or such other redemption amount stated in the applicable Pricing Supplement) together with all outstanding Arrears of Distribution, Additional Distribution Amounts and distribution accrued to the date fixed for redemption. In addition, if so provided on the face of the Perpetual Security and the applicable Pricing Supplement, the Issuer may, at its option, redeem the Perpetual Securities in whole, but not in part, on any Distribution Payment Date, or any time after such Distribution Payment Date, upon the occurrence of certain other events. See the section entitled "*Terms and Conditions of the Perpetual Securities – Redemption and Purchase*".

The date on which the Issuer elects to redeem the Perpetual Securities may not accord with the preference of individual Perpetual Securityholders. This may be disadvantageous to Perpetual Securityholders in light of market conditions or the individual circumstances of the Perpetual Securityholders. In addition, an investor may not be able to reinvest the redemption proceeds in comparable securities at an effective distribution rate at the same level as that of the Perpetual Securities.

There are limited remedies for default under the Perpetual Securities and the Guarantee

Any scheduled distribution will not be due if the Issuer elects not to pay all or a part of that distribution pursuant to the Conditions of the Perpetual Securities. Notwithstanding any of the provisions relating to non-payment defaults, the right to institute Winding-up (as defined in the Conditions of the Perpetual Securities) proceedings is limited to circumstances where payment has become due and the Issuer (failing which, the Guarantor) fails to make the payment when due. The only remedy against the Issuer and/or the Guarantor available to any Perpetual Securityholder for recovery of amounts in respect of the Perpetual Securities following the occurrence of a payment default after any sum becomes due in respect of the Perpetual Securities and/or the Guarantee will be proving in such Winding-up and/or claiming in the liquidation of the Issuer and/or the Guarantor in respect of any payment obligations of the Issuer or, as the case may be, the Guarantor arising from the Perpetual Securities and/or the Guarantee.

The Issuer may raise or redeem other capital which affects the price of the Perpetual Securities

The Issuer may raise additional capital through the issue of other securities or other means. There is no restriction, contractual or otherwise, on the amount of securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Perpetual Securities. Similarly, subject to compliance with the Conditions of the Perpetual Securities, the Issuer may redeem securities that rank junior to, *pari passu* with, or senior to the Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities or the redemption of any such securities may reduce the amount (if any) recoverable by holders of Perpetual Securities on a Winding-up of the Issuer, and may increase the likelihood of a deferral of distribution under the Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities or the redemption of any such securities might also have an adverse impact on the trading price of the Perpetual Securities and/or the ability of holders of Perpetual Securities to sell their Perpetual Securities.

The Subordinated Perpetual Securities and the Subordinated Guarantee are subordinated obligations

The obligations of the Issuer under the Subordinated Perpetual Securities, and the Guarantor under the Subordinated Guarantee, will constitute unsecured and subordinated obligations of the Issuer and the Guarantor respectively. In the event of the Winding-up of the Issuer or the Guarantor, the rights of the holders of Subordinated Perpetual Securities to receive payments in respect of the Subordinated Perpetual Securities or the Subordinated Guarantee will rank senior to the holders of all Junior Obligations and *pari passu* with the holders of all Parity Obligations, but junior to the claims of all other creditors, including, for the avoidance of doubt, the holders of Senior Perpetual Securities and/or Notes. In the event of a shortfall of funds or a Winding-up, there is a real risk that an investor in the Subordinated Perpetual Securities will lose all or some of its investment and will not receive a full return of the principal amount or any unpaid Arrears of Distribution, Additional Distribution Amounts or accrued distribution.

In addition, there is no restriction on the amount of unsubordinated securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Subordinated Perpetual Securities. The issue of any such securities or the incurrence of any such other

liabilities may reduce the amount (if any) recoverable by holders of Subordinated Perpetual Securities on a Winding-up of the Issuer or the Guarantor and/or may increase the likelihood of a non-payment of distribution under the Subordinated Perpetual Securities and/or the Subordinated Guarantee.

Tax treatment of the Perpetual Securities is unclear

It is not clear whether any particular tranche of the Perpetual Securities (the “**Relevant Tranche of the Perpetual Securities**”) will be regarded as “debt securities” by the IRAS or whether the distribution payments made under the Relevant Tranche of the Perpetual Securities will be regarded as interest payable on indebtedness for the purposes of the ITA and whether the tax concessions available for qualifying debt securities under the qualifying debt securities scheme (as set out in the section entitled “*Singapore Taxation*”) would apply to the Relevant Tranche of the Perpetual Securities.

If the Relevant Tranche of the Perpetual Securities is not regarded as “debt securities” or the distribution payments made under the Relevant Tranche of the Perpetual Securities are not regarded as interest payable on indebtedness for the purposes of the ITA and Perpetual Securityholders thereof are not eligible for the tax concessions under the qualifying debt securities scheme, the tax treatment to Perpetual Securityholders may differ. Investors and holders of the Relevant Tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of the Relevant Tranche of the Perpetual Securities.

In addition, the Perpetual Securities are intended to be “qualifying debt securities” for the purposes of the ITA, subject to the fulfilment of certain conditions more particularly described in the section entitled “*Singapore Taxation*”. However, there is no assurance that such Perpetual Securities will enjoy or will continue to enjoy the tax concessions should the relevant tax laws be amended or revoked at any time.

TERMS AND CONDITIONS OF THE NOTES

This Note is one of a Series (as defined below) of Notes issued by F&N Treasury Pte. Ltd. (the “**Issuer**”) and constituted by a trust deed dated 7 May 2007 (as amended and restated by an amendment and restatement trust deed dated 20 September 2016 and as further modified and/or supplemented and/or restated from time to time, the “**Trust Deed**”) and made between (1) the Issuer, as issuer, (2) Fraser and Neave, Limited (the “**Guarantor**”), as guarantor, and (3) DBS Trustee Limited (the “**Trustee**”, which expression shall include any additional or successor trustee) as trustee for the time being for the Noteholders (as defined below).

References herein to the “**Notes**” shall be references to the Notes of this Series and shall mean:

- (i) in relation to any Notes represented by a Global Security or a Global Certificate, units of the lowest Specified Denomination in the Specified Currency;
- (ii) any Global Security or Global Certificate; and
- (iii) any definitive Notes issued in bearer form in exchange for a Global Security or any Certificates issued in exchange for a Global Certificate.

The Notes are issued with the benefit of a deed of covenant dated 7 May 2007 (as supplemented by a supplemental deed of covenant dated 20 September 2016 and as further amended and supplemented from time to time, the “**Deed of Covenant**”), relating to the Notes executed by the Issuer.

The Notes and the Coupons (as defined below) have the benefit of an Agency Agreement dated 7 May 2007 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) the Trustee, as trustee, and (4) Oversea-Chinese Banking Corporation Limited, as issuing and paying agent (as amended and restated by an amendment and restatement agency agreement dated 20 September 2016 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, (3) DBS Bank Ltd., as issuing and paying agent (in such capacity, the “**Issuing and Paying Agent**” and, together with any other paying agents that may be appointed, the “**Paying Agents**”), (4) DBS Bank Ltd., as agent bank (in such capacity, the “**Agent Bank**”), (5) DBS Bank Ltd., as transfer agent (in such capacity, the “**Transfer Agent**” and, together with any other transfer agents that may be appointed, the “**Transfer Agents**”), (6) DBS Bank Ltd., as registrar (in such capacity, the “**Registrar**”), and (7) the Trustee, as trustee and as further modified and/or supplemented and/or restated from time to time, the “**Agency Agreement**”).

Interest bearing definitive Notes have interest coupons (“**Coupons**”) and, if indicated in the applicable Pricing Supplement, talons for further Coupons (“**Talons**”) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Securities and Global Certificates do not have Coupons or Talons attached on issue.

The Pricing Supplement for this Note (or the relevant provisions thereof) is attached to or endorsed on this Note and supplements these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purposes of this Note. References to the “**applicable Pricing Supplement**” are to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

The Trustee acts for the benefit of the holders for the time being of the Notes (the “**Noteholders**” or “**holders**”, which in relation to any Notes shall mean the holders of the Notes and shall, in relation to any Notes represented by a Global Security or a Global Certificate, be construed as

provided in Condition 1 below) and the holders of the Coupons (the “**Couponholders**”, which expression shall, unless the context otherwise requires, include the holders of the Talons in accordance with the provisions of the Trust Deed).

As used herein, “**Tranche**” means Notes which are identical in all respects (including as to listing) and “**Series**” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the registered office of the Trustee at 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982, and at the specified office of each of the Paying Agents. Copies of the applicable Pricing Supplement are obtainable during normal business hours at the specified office of each of the Paying Agents save that, if this Note is an unlisted Note of any Series, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more unlisted Notes of that Series and such Noteholder must produce evidence satisfactory to the Trustee or the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Trust Deed, the Deed of Covenant and the applicable Pricing Supplement which are applicable to them. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Agency Agreement or the Trust Deed or used in the applicable Pricing Supplement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the Trust Deed, the Trust Deed will prevail and, in the event of inconsistency between the Agency Agreement or the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

1. FORM, DENOMINATION AND TITLE

The Notes of the Series of which this Note forms part (in these Conditions, the “**Notes**”) are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”), in each case in the Specified Currency and in the Specified Denomination. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Bearer Notes are serially numbered and, in the case of definitive Notes, issued with Coupons (and, where appropriate, a Talon) attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Conditions are not applicable.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Variable Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a combination of any of the foregoing or any other type of Note, depending upon the Interest Basis shown in the applicable Pricing Supplement.

This Note may be an Index Linked Redemption Note, a Credit Linked Note, a combination of any of the foregoing or any other type of Note, depending on the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Subject as set out below, title to the Bearer Notes and the Coupons and Talons appertaining thereto shall pass by delivery, while title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as otherwise provided in the

Trust Deed and these Conditions or ordered by a court of competent jurisdiction or as required by law, the holder of any Note or Coupon shall be deemed to be and may be treated as the absolute owner thereof (whether or not overdue and notwithstanding any notice to the contrary or notice of ownership or writing thereon or notice of any previous loss, forgery or theft thereof) for all purposes but, in the case of any Global Security or Global Certificate, without prejudice to the provisions set out in the next succeeding paragraph, and no person shall be liable for so treating the holder.

For so long as any of the Notes is represented by a Global Security or, as the case may be, a Global Certificate and such Global Security or Global Certificate is held by a common depository for Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and/or The Central Depository (Pte) Limited (the “**Depository**”), transfers of beneficial interests in such Global Security will be effected only through records maintained by Euroclear, Clearstream, Luxembourg or the Depository and each person who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg or the Depository as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg or the Depository as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Trustee, the Issuing and Paying Agent, the other Paying Agents, the Agent Bank, the Registrar, the Transfer Agents and all other agents of the Issuer as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such principal amount of such Notes, for which purpose the bearer of the relevant Global Security or, in the case of a Global Certificate, the person whose name is shown on the Register shall be treated by the Issuer, the Guarantor, the Trustee, the Issuing and Paying Agent, the other Paying Agents, the Agent Bank, the Registrar, the Transfer Agents and all other agents of the Issuer as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Security or, as the case may be, Global Certificate and the expressions “**Noteholder**” and “**holder of Notes**” and related expressions shall be construed accordingly. Notes which are represented by a Global Security or, as the case may be, a Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or the Depository.

In these Conditions, references to Euroclear, Clearstream, Luxembourg and/or the Depository shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

2. NO EXCHANGE OF NOTES AND TRANSFERS OF REGISTERED NOTES

(a) No Exchange of Notes

Registered Notes may not be exchanged for Bearer Notes. Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

Subject to Conditions 2(e) and 2(f) below, one or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of

a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Registered Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee and in the case of any change proposed by the Registrar or the Trustee, with the prior written approval of the Issuer. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(c) *Exercise of Options or Partial Redemption or Purchase in Respect of Registered Notes*

In the case of an exercise of the Issuer's or Noteholder's option in respect of, or a partial redemption of or purchase of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed or purchased. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Registered Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) *Delivery of New Certificates*

Each new Certificate to be issued pursuant to Condition 2(b) or 2(c) shall be available for delivery within five business days of receipt of the form of transfer or Put Notice (as defined in Condition 7(d)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer, Put Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Put Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the other relevant Transfer Agent (as the case may be).

(e) *Transfers Free of Charge*

Transfers of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Guarantor, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or prefunding as the Registrar or the relevant Transfer Agent may require) in respect of tax or charges.

(f) *Closed Periods*

No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(c), (ii) after any such Note has been called for redemption or (iii) during the period of 15 days ending on (and including) any Record Date (as defined in Condition 6(c)(ii)).

3. STATUS OF THE NOTES

(a) *Status*

The Notes and the Coupons relating to them are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a)) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Issuer, from time to time outstanding.

(b) *Guarantee*

The payment of all amounts payable by the Issuer under the Notes and the Trust Deed are unconditionally and irrevocably guaranteed by the Guarantor (the “**Guarantee**”). The obligations of the Guarantor under the Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a)) unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Guarantor, from time to time outstanding.

4. COVENANTS

(a) *Negative Pledge*

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor will create, or permit to subsist, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues to secure any Relevant Indebtedness of the Issuer or the Guarantor, or to secure any guarantee or indemnity provided by the Issuer or the Guarantor in respect of any Relevant Indebtedness of the Issuer or the Guarantor or any of the Principal Subsidiaries of the Guarantor, without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity, or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Noteholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

In this Condition, “**Relevant Indebtedness**” means any indebtedness which is in the form of, or represented by, bonds, notes, debentures, loan stock or other debt securities (which, for the avoidance of doubt, includes perpetual securities) which for the time being are, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange or over-the-counter or other securities market having an original maturity of more than 365 days from their date of issue.

(b) *Non-Disposal Covenant*

So long as any Note or Coupon remains outstanding, except with the consent of the Trustee, each of the Issuer and the Guarantor shall not and the Guarantor shall procure that none of its Principal Subsidiaries shall, either in a single transaction or in a series of transactions and whether related or not or voluntary or involuntary, sell, transfer, grant, lease or otherwise dispose of (whether outright, by a sale-and-repurchase or sale-and-leaseback arrangement, or otherwise) any part of its respective assets which, either alone or when aggregated with all other disposals required to be taken into account under this Condition 4(b), would have

a material adverse effect on the Guarantor, unless such sale, transfer, grant, lease or disposal is in the ordinary course of its business or on usual commercial terms transacted on an arm's length basis.

5. INTEREST

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Except as provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

As used in these Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, and "**Interest Commencement Date**" means the Issue Date or such other date as may be specified as the Interest Commencement Date on the face of such Note.

If Fixed Coupon Amount(s) are not specified in the applicable Pricing Supplement or if interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest cent, half a cent being rounded upwards.

In this Condition 5(a), "**Day Count Fraction**" shall have the meanings specified in Condition 5(b)(iv) (save that references to "Interest Period" therein shall be deemed to be references to "Fixed Interest Period").

(b) *Interest on Floating Rate and Index Linked Interest Notes*

(i) *Interest Payment Dates*

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Pricing Supplement; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (“**Interest Period**”) (which expression shall, in these Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, “**Business Day**” means, in respect of each Note:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for business (including dealing in foreign exchange and foreign currency deposits) in Singapore and any Additional Business Centre specified in the applicable Pricing Supplement; and
- (B) (x) in relation to any sum payable in a Specified Currency, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than Singapore and any Additional Business Centre specified in the applicable Pricing Supplement) or (y) in relation to any sum payable in Euros, a day on which the TARGET System is open for settlement in Euros.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

(A) *Screen Rate Determination for Floating Rate Notes*

Each Floating Rate Note bears interest at a floating rate determined by reference to a Benchmark as specified in the applicable Pricing Supplement, being S\$ SIBOR (in which case such Note will be a S\$ SIBOR Note) or S\$ Swap Rate (in which case such Note will be a S\$ Swap Rate Note) or in any case such other Benchmark as specified in the applicable Pricing Supplement. Such floating rate may be adjusted by adding or subtracting the Margin (if any) specified in the applicable Pricing Supplement.

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest payable from time to time in respect of each Floating Rate Note will be determined by the Agent Bank on the basis of the following provisions:

S\$ SIBOR Notes

In the case of Floating Rate Notes which are S\$ SIBOR Notes:

- (I) the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Interest Period which appears on the Reuters Screen ABSIRFIX01 Page under the caption "ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11.00 HRS SINGAPORE TIME" and under the column headed "SGD SIBOR" (or such replacement page thereof for the purpose of displaying SIBOR or such other Screen Page as may be specified in the applicable Pricing Supplement) and as adjusted by the Margin (if any);
- (II) if no such rate appears on the Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) or if the Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will request the principal Singapore offices of each of the Reference Banks to provide the Agent Bank with the rate at which deposits in Singapore dollars are offered by it at approximately the Relevant Time on the Interest Determination Date to prime banks in the Singapore interbank market for a period equivalent to the duration of such Interest Period commencing on such Interest Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating Rate Notes. The Rate of Interest for such Interest Period shall be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such offered quotations and as adjusted by the Margin (if any), as determined by the Agent Bank;
- (III) if on any Interest Determination Date two but not all the Reference Banks provide the Agent Bank with such quotations, the Rate of Interest for the relevant Interest Period shall be determined in accordance with (II) above on the basis of the quotations of those Reference Banks providing such quotations; and
- (IV) if on any Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotations, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the

nearest four decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about the Relevant Time on such Interest Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Interest Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Period by whatever means they determine to be most appropriate and as adjusted by the Margin (if any) or if on such Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Interest Determination Date and as adjusted by the Margin (if any).

S\$ Swap Rate Notes

In the case of Floating Rate Notes which are S\$ Swap Rate Notes:

- (I) the Agent Bank will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Period, determine the Rate of Interest for such Interest Period which shall be the Average Swap Rate (the “**Average Swap Rate**”) for such Interest Period (determined by the Agent Bank as being the rate which appears on the Reuters Screen ABSFIX01 Page under the caption “SGD SOR rates as of 11:00 hrs London Time” under the column headed “SGD SOR” (or such replacement page thereof for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Interest Determination Date and for a period equal to the duration of such Interest Period) and as adjusted by the Margin (if any);
- (II) if on any Interest Determination Date no such rate is quoted on the Reuters Screen ABSFIX01 Page (or such other replacement page as aforesaid) or the Reuters Screen ABSFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will determine the Average Swap Rate for such Interest Period as being the rate (or, if there is more than one rate which is published, the arithmetic mean of those rates (rounded up, if necessary, to the nearest four decimal places)) for a period equal to the duration of such Interest Period published by a recognised industry body where such rate is widely used (after taking into account the industry practice at that time), or by such other relevant authority as may be agreed between the Agent Bank and the Issuer, and as adjusted by the Margin (if any); and
- (III) if on any Interest Determination Date the Agent Bank is unable to determine the Average Swap Rate under paragraph (II) above or if no agreement on the relevant authority is reached between the Agent Bank and the Issuer under paragraph (II) above, the Average Swap Rate shall be determined by the Agent Bank to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Singapore offices of the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about the Relevant Time on such Interest Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other

requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Interest Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Period by whatever means they determine to be most appropriate and the Rate of Interest for the relevant Interest Period shall be the Average Swap Rate (as so determined by the Agent Bank) and as adjusted by the Margin (if any), or if on such Interest Determination Date one only or none of the Singapore offices of the Reference Banks provides the Agent Bank with such quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the prime lending rates for Singapore dollars quoted by the Singapore offices of the Reference Banks at or about the Relevant Time on such Interest Determination Date and as adjusted by the Margin (if any).

Floating Rate Notes other than S\$ SIBOR Notes or S\$ Swap Rate Notes

In the case of Floating Rate Notes which are not S\$ SIBOR Notes or S\$ Swap Rate Notes or which are denominated in a currency other than Singapore dollars, the Agent Bank will determine the Rate of Interest in respect of any Interest Period at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period as follows:

- (I) if the Primary Source (as defined below) for the Floating Rate Note is a Screen Page (as defined below), subject as provided below, the Rate of Interest in respect of such Interest Period shall be:
 - (aa) the Relevant Rate (as defined below) (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity); or
 - (bb) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page, in each case appearing on such Screen Page at the Relevant Time on the Interest Determination Date,
and as adjusted by the Margin (if any);
- (II) if the Primary Source for the Floating Rate Note is Reference Banks or if sub-paragraph (aa) above applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (bb) above applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Interest Determination Date and as adjusted by the Margin (if any); and
- (III) if sub-paragraph (II) above applies and the Agent Bank determines that fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date.

For the purposes of this Condition 5(b)(ii)(A):

References to “**Interest Period**” shall, where specified in the applicable Pricing Supplement, be deemed to refer to “**Specified Period**”;

“**Benchmark**” means the rate specified as such in the applicable Pricing Supplement;

“**Calculation Amount**” means the amount specified as such on the face of any Note or, if no such amount is so specified, the Specified Denomination of such Note as shown on the face thereof;

“**Interest Determination Date**” means, in respect of any Interest Period, that number of Business Days prior thereto as is set out in the applicable Pricing Supplement or on the face of the relevant Note;

“**Primary Source**” means (i) the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Reuters Monitor Money Rates Service (“**Reuters**”)) agreed to by the Agent Bank or (ii) the Reference Banks, as the case may be;

“**Reference Banks**” means the institutions specified as such in the applicable Pricing Supplement or, if none, three major banks selected by the Agent Bank (in consultation with the Issuer) in the interbank market that is most closely connected with the Benchmark;

“**Specified Currency**” means the currency in which the Notes are denominated;

“**Relevant Financial Centre**” means, in the case of interest to be determined on an Interest Determination Date with respect to any Floating Rate Note or Variable Rate Note, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

“**Relevant Rate**” means the Benchmark for a Calculation Amount for a period (if applicable or appropriate to the Benchmark) equal to the relevant Interest Period;

“**Relevant Time**” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the inter-bank market in the Relevant Financial Centre; and

“**Screen Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters) as may be specified hereon for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and calculation of Interest Amounts*

The Agent Bank will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

The Agent Bank will calculate the amount of interest (the “**Interest Amount**”) payable on the Floating Rate Notes and Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest cent, half a cent being rounded upwards.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest in accordance with Conditions 5(a), (b) or (c):

- (i) if “**Actual/365**” or “**Actual/Actual**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/360**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360; and
- (iv) if “**30/360**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).

(v) *Notification of Rate of Interest and Interest Amounts*

The Agent Bank will promptly notify the Issuing and Paying Agent, the Trustee, the Issuer, the Guarantor and (where applicable) the Registrar and the Transfer Agent, and cause notice thereof to be published in accordance with Condition 14, and for so long as the relevant Notes are listed on any stock exchange and the rules of the stock exchange require, the Issuer will promptly notify or procure that notification be made to such stock exchange, of the Rate of Interest and each Interest Amount for each Interest

Period and the relevant Interest Payment Date as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14.

(vi) *Determination of Calculation by Trustee*

If for any reason at any relevant time the Agent Bank defaults in its obligation to determine the Rate of Interest or the Agent Bank defaults in its obligation to calculate any Interest Amount in accordance with Condition 5(b)(ii)(A) above or as otherwise specified in the applicable Pricing Supplement, as the case may be, and in each case in accordance with paragraph (iv) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 5, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(vii) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b), whether by the Agent Bank or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Issuing and Paying Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Trustee, the Noteholders or the Couponholders shall attach to the Agent Bank or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Interest on Variable Rate Notes*

(i) *Variable Rate Interest*

Each Variable Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at a variable rate of interest (the “**Rate of Interest**”) determined in accordance with the provisions of this Condition 5(c). The interest payable in respect of each Variable Rate Note shall be payable in respect of each Variable Rate Interest Period either on the first day of such Variable Rate Interest Period or, as the case may be, the last day of such Variable Rate Interest Period (each such date an “**Interest Payment Date**”) as agreed between the Issuer and the Relevant Dealer in accordance with the provisions of this Condition 5(c).

As used in these Conditions, “**Variable Rate Interest Period**” means the period from (and including) a Variable Rate Interest Accrual Date (or the Interest Commencement Date) to (but excluding) the next (or first) Variable Rate Interest Accrual Date (or the Maturity Date).

If a Business Day Convention is specified in the applicable Pricing Supplement and if (x) there is no numerically corresponding day on the calendar month in which a Variable Rate Interest Accrual Date should occur or (y) a Variable Rate Interest Accrual Date would otherwise fall on a day which is not a Business Day, then, the Business Day Conventions specified in Condition 5(b)(i) above shall apply to Variable Rate Notes as if they were Floating Rate Notes and all references therein to “Interest Payment Date” shall be to the relevant “Variable Rate Interest Accrual Date”.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of each Variable Rate Note for each Variable Rate Interest Period shall be determined as follows:

- (A) Not earlier than 9 a.m. on the ninth Singapore Business Day nor later than 5 p.m. on the third Singapore Business Day prior to the commencement of each Variable Rate Interest Period, the Issuer and the Relevant Dealer shall endeavour to agree on the following:
- (1) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Variable Rate Interest Period; and
 - (2) the Rate of Interest in respect of such Variable Rate Note for such Variable Rate Interest Period.
- (B) If the Issuer and Relevant Dealer have not agreed on a Rate of Interest in respect of such Variable Rate Note for such Variable Rate Interest Period by 5 p.m. on the third Singapore Business Day prior to the commencement of such Variable Rate Interest Period, the Rate of Interest for such Variable Rate Note for such Variable Rate Interest Period shall be payable at the end of the relevant Variable Rate Interest Period and shall automatically be the rate per annum equal to the Fall Back Rate (as defined below) for such Variable Rate Interest Period.
- (C) If the Rate of Interest is determined in accordance with Condition 5(c)(ii)(A), the Issuer will, in accordance with the provisions of the Agency Agreement, as soon as possible after the Rate of Interest in respect of any Variable Rate Note is determined but not later than 5 p.m. on the following Singapore Business Day:
- (1) notify the Trustee, the Guarantor, the Issuing and Paying Agent and (where applicable) the Registrar and the Transfer Agent of the Rate of Interest for such Variable Rate Note for such Variable Rate Interest Period; and
 - (2) cause such Rate of Interest for such Variable Rate Note to be notified by the Issuing and Paying Agent to the Noteholders in accordance with Condition 14.
- (D) In these Conditions:
- (1) “**Fall Back Rate**” shall be the rate determined by the Agent Bank by reference to the Benchmark for the period equal to the relevant Variable Rate Interest Period as specified on the applicable Pricing Supplement, plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). The Benchmark shall be determined in accordance with the provisions of Condition 5(b)(ii)(A) as if (1) the references therein to Floating Rate Notes were references to Variable Rate Notes and (2) the references therein to Interest Period were references to Variable Rate Interest Period; and

- (2) **“Singapore Business Day”** means a day on which commercial banks and foreign exchange markets settle payments and are open for business (including dealings in foreign exchange and foreign currency deposits) in Singapore.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Variable Rate Interest Period, then, in the event that the Rate of Interest in respect of such Variable Rate Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Variable Rate Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Variable Rate Interest Period, then, in the event that the Rate of Interest in respect of such Variable Rate Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Variable Rate Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and calculation of Interest Amounts*

The Agent Bank will calculate the Interest Amount payable on the Variable Rate Notes in respect of each Specified Denomination for the relevant Variable Rate Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest cent, half a cent being rounded upwards. For the avoidance of doubt, in the event that the Rate of Interest in relation to any Interest Period is less than zero, the Rate of Interest in relation to such Interest Period shall be equal to zero.

In this Condition 5(c), **“Day Count Fraction”** shall have the meanings specified in Condition 5(b)(iv) (save that references to “Interest Period” therein shall be deemed to be references to “Variable Rate Interest Period”).

(v) *Notification of Rate of Interest and Interest Amounts*

The Agent Bank will promptly notify the Issuing and Paying Agent, the Trustee, the Issuer, the Guarantor and (where applicable) the Registrar and the Transfer Agent, and cause notice thereof to be published in accordance with Condition 14, and for so long as the relevant Notes are listed on any stock exchange and the rules of the stock exchange require, the Issuer shall promptly notify or procure that notification be made to such stock exchange, of the Rate of Interest and the Interest Amount for each Interest Period and the relevant Interest Payment Date as soon as possible after their determination but in no event later than the fourth Singapore Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Variable Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14.

(vi) *Determination of Calculation by Trustee*

If for any reason at any relevant time the Agent Bank defaults in its obligation to determine the Rate of Interest in accordance with Condition 5(c)(ii) above or to calculate any Interest Amount in accordance with Conditions 5(c)(iv) above or as otherwise specified in the applicable Pricing Supplement, as the case may be, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 5, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(vii) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(c), whether by the Agent Bank or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Issuing and Paying Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Trustee, the Noteholders or the Couponholders shall attach to the Agent Bank or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(d) *Accrual of interest*

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (1) the date on which all amounts due in respect of such Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Issuing and Paying Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14.

6. PAYMENTS

(a) *Method of payment*

Subject as provided below, payments in a Specified Currency will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency. Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8.

(b) *Presentation of definitive Notes and Coupons*

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Notes in definitive form (other than Index Linked Redemption Notes and Credit Linked Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon at any time before the expiry of three years after the Relevant Date (as defined in Condition 8) (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, three years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Variable Rate Note, Index Linked Note or Credit Linked Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

(c) *Principal and interest in respect of Registered Notes*

(i) Payments of principal in respect of Registered Notes will (subject as provided below) be made in the manner provided in paragraph (a) above against presentation and surrender of the relevant Certificates at the specified office of the Transfer Agent or of the Registrar and in the manner provided in Condition 6(c)(ii).

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made by a cheque drawn in the currency in which payment is due on and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or the Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency.

(d) *Payments in respect of Global Securities and Global Certificates*

Payments of principal and interest (if any) in respect of Notes represented by any Global Security or Global Certificate will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant Global Security or, as the case may be, Global Certificate against presentation or surrender, as the case may be, of such Global Security or, as the case may be, Global Certificate at the specified office of any Paying Agent, the Transfer Agent or the Registrar (as applicable). A record of each payment made against presentation or surrender of any Global Security or, as the case may be, Global Certificate, distinguishing between any payment of principal and any payment of interest, will be made on such Global Security or, as the case may be, Global Certificate by the Paying Agent to which it was presented and such record shall be *prima facie* evidence that the payment in question has been made.

(e) *General provisions applicable to payments*

The holder of a Global Security or, in the case of a Global Certificate, the person whose name is shown on the Register shall be the only person entitled to receive payments in respect of Notes represented by such Global Security or, as the case may be, Global Certificate and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Security or, in the case of a Global Certificate, the person whose name is shown on the Register in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or the Depository as the beneficial holder of a particular principal amount of Notes represented by such Global Security or, as the case may be, Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or the Depository for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Security or, in the case of a Global Certificate, the person whose name is shown on the Register.

(f) *Payment Day*

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 9) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation;
 - (B) Singapore; and
 - (C) any Additional Financial Centre specified in the applicable Pricing Supplement;
and
- (ii) (A) in relation to any sum payable in a Specified Currency, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, Singapore and any Additional Financial Centre) or (B) in relation to any sum payable in Euros, a day on which the TARGET System is open for settlement in Euros.

(g) *Interpretation of principal and interest*

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 8 or under any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7(g)); and
- (vi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any obligation or undertaking given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

7. REDEMPTION AND PURCHASE

(a) *Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date.

(b) *Redemption for tax reasons*

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note nor an Index Linked Note nor a Variable Rate Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note or a Variable Rate Note), on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before giving such notice referred to above that:

- (i) on the occasion of the next payment due under the Notes, the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after (in the case of a non-syndicated issue of Notes) the date of the dealer's agreement to subscribe for such Notes or (in the case of a syndicated issue of Notes) the date of the subscription agreement in relation to such Notes or any other date specified in the Pricing Supplement; and

- (ii) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor, taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7(b), the Issuer shall deliver to the Trustee a certificate signed by a Director or a duly authorised signatory of the Issuer or, as the case may be, the Guarantor, stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor, has or will become obliged to pay such additional amounts as a result of such change or amendment, and the Trustee shall be entitled to rely on such certificate and opinion in good faith without further enquiry.

Notes redeemed pursuant to this Condition 7(b) will be redeemed at their Early Redemption Amount referred to in paragraph (g) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) *Redemption at the option of the Issuer (Issuer Call)*

If Issuer Call is specified in the applicable Pricing Supplement, the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 14; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee and the Issuing and Paying Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of the Depository in the case of Redeemed Notes represented by a Global Security or Global Certificate, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. In the case of Redeemed Notes which are Registered Notes, the principal amount of Registered Notes selected and the holder(s) of such Registered Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. So long as the Notes are listed on the Singapore Exchange Securities Trading Limited ("**SGX-ST**") and the rules of the SGX-ST so require, the Issuer shall, in the event of any redemption or cancellation of such Notes, promptly provide the SGX-ST with the relevant notices for public release. No exchange of the relevant Global Security or the relevant Global Certificate will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least five days prior to the Selection Date.

(d) *Redemption at the option of the Noteholders (Investor Put)*

If Investor Put is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than 15 nor more than 30 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise (i) the right to require redemption of this Note pursuant to this Condition 7(d) or (ii) the right of sale pursuant to Condition 7(f), the holder of this Note must deliver, at the specified office of any Paying Agent, the Registrar or the Transfer Agent (as applicable) at any time during normal business hours of such Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, the Registrar or the Transfer Agent (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 7(d) or, as the case may be, Condition 7(f) accompanied by, if this Note is in definitive form, this Note, or if this Note is a Registered Note, the Certificate representing this Note, or in each case evidence satisfactory to the Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

Any Put Notice given by a holder of any Note pursuant to this Condition 7(d) or Condition 7(f) shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to request the Trustee to declare such Note forthwith due and payable pursuant to Condition 10.

(e) *Redemption in the case of minimal outstanding amount*

If so specified in the applicable Pricing Supplement, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), at their Optional Redemption Amount (together with interest accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 10 per cent. of the aggregate principal amount originally issued.

Upon expiry of any such notice as is referred to in this Condition 7(e), the Issuer shall be bound to redeem all the Notes in accordance with this Condition 7(e).

(f) *Sale at the option of Noteholders (Variable Rate Notes)*

If specified in the applicable Pricing Supplement, each Noteholder shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer on any Interest Payment Date at their Optional Sale Amount together with interest accrued thereon to the Interest Payment Date fixed for purchase and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, a Noteholder shall deposit with the Issuing and Paying Agent at its specified office a duly completed Put Notice in the form obtainable from the Issuing and Paying Agent, the Registrar, the Transfer Agent or the Issuer (as applicable) within the Noteholders' Sale Option Period (which shall not be less than 5 nor more than 30 days prior to the Interest Payment Date on which the Variable Rate Notes are to be purchased) specified in the applicable Pricing Supplement. The duly completed Put Notice shall be accompanied by, if this Note is in definitive form, this Note (together with all Coupons

relating to this Note which mature after the date fixed for purchase), or if this Note is a Registered Note, the Certificate representing this Note, or in each case evidence satisfactory to the Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. Any Variable Rate Notes so deposited may not be withdrawn without the prior consent of the Issuer except where prior to the due date of purchase an Event of Default shall have occurred and be continuing in which event any Noteholder, at his option, may elect by notice to the Issuer to withdraw his Put Notice given pursuant to this paragraph and instead to request the Trustee to declare such Variable Rate Notes to be forthwith due and payable pursuant to Condition 10. Such Variable Rate Notes may be held, resold or surrendered to, in the case of Bearer Notes, the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar for cancellation. The Variable Rate Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10 and 15.

(g) *Early Redemption Amounts*

For the purpose of paragraph (b) above and Condition 10, each Note will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its principal amount; or
- (iii) in the case of a Zero Coupon Note, at an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

“**RP**” means the Reference Price;

“**AY**” means the Accrual Yield expressed as a decimal; and

“**y**” is a fraction the numerator of which is equal to the number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 365, or on such other calculation basis as may be specified in the applicable Pricing Supplement.

(h) *Credit Linked Notes*

Provisions relating to the redemption of Credit Linked Notes will be set out in the applicable Pricing Supplement.

(i) *Purchases*

The Issuer, the Guarantor or any Subsidiary of the Guarantor may at any time purchase Notes at any price (provided that, in the case of definitive Notes, all unmatured Coupons and unexchanged Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Noteholders alike. Such Notes may be held, resold or, at the option of the Issuer, the Guarantor or the relevant Subsidiary, surrendered to any Paying Agent for cancellation.

(j) *Cancellation*

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to paragraph (i) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to, in the case of Bearer Notes, the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar and cannot be reissued or resold.

(k) *Late payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon the redemption or purchase of such Zero Coupon Note pursuant to paragraph (a), (b), (c), (d), (e) or (f) above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (g)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Issuing and Paying Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14.

8. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by the Issuer or, as the case may be, the Guarantor, will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Singapore or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon presented for payment:

- (a) by or on behalf of a holder who is liable for such taxes or duties in respect of such Note or Coupon by reason of his having some connection with Singapore other than the mere

holding of such Note or Coupon or the receipt of any sums due in respect of such Note or Coupon (including, without limitation, the holder being a resident of, or a permanent establishment in, Singapore); or

- (b) more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6(f)).

As used herein the “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Issuing and Paying Agent or the Trustee, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14.

9. PRESCRIPTION

Claims against the Issuer for payment in respect of the Notes and Coupons will be prescribed and become void unless made within a period of three years after the Relevant Date (as defined in Condition 8) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 6(b) or any Talon which would be void pursuant to Condition 6(b).

10. EVENTS OF DEFAULT

(a) *Events of Default*

The Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding (as defined in the Trust Deed) or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders shall (subject to being indemnified to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly thereby become, immediately due and repayable at their Early Redemption Amount, together with accrued interest (if any) as provided in the Trust Deed, if any of the following events (“**Events of Default**”) shall have occurred and is continuing:

- (i) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or
- (ii) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 21 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer or, as the case may be, the Guarantor of notice requiring the same to be remedied; or
- (iii) (A) any other Indebtedness for Borrowed Money (as defined below) of the Issuer, the Guarantor or any of the Guarantor’s Principal Subsidiaries becomes due and repayable prematurely by reason of an event of default (however described); (B) the Issuer, the Guarantor or any of the Guarantor’s Principal Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment or within any originally agreed applicable grace period; (C) any security given by the

Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable; or (D) default is made by the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person; provided that no event described in this Condition 10(a)(iii) shall constitute an Event of Default unless the Indebtedness for Borrowed Money or other relative liability either alone or when aggregated with other Indebtedness for Borrowed Money and/or other liabilities relative to all (if any) other events described in this Condition 10(a)(iii) which shall have occurred and be continuing shall amount to at least S\$50,000,000 (or its equivalent in any other currency); or

- (iv) if any order is made by any competent court or effective resolution passed for the winding-up or dissolution of the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries, except (A) for the purposes of a reconstruction, amalgamation, merger, consolidation or reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders or (B) in the case of a Principal Subsidiary, where such winding-up does not involve insolvency and results in such Principal Subsidiary being able to pay all of its creditors in full; or
- (v) if the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries ceases to carry on the whole or a substantial part of its business, except (A) for the purposes of a reconstruction, amalgamation, merger, consolidation or reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders or (B) in the case of a Principal Subsidiary, where such cessation does not involve insolvency and results in such Principal Subsidiary being able to pay all of its creditors in full, or the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, all or a material part of its debts as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found insolvent or a moratorium is agreed or declared in respect of, or affecting, all or a material part of the indebtedness of the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries. For the purpose of this Condition 10(a)(v), no cessation of any part of the business of the Guarantor or any of the Guarantor's Principal Subsidiaries shall constitute an Event of Default if such cessation:
 - (1) does not require the approval of the shareholders of the Guarantor in a general meeting under the rules of the SGX-ST; or
 - (2) has been approved by the shareholders of the Guarantor in a duly convened general meeting of the Guarantor in accordance with the rules of the SGX-ST and the constitution of the Guarantor and such approval has not been obtained in consideration for the payment of a consent fee or any other financial incentive to some or all of the shareholders of the Guarantor; or
- (vi) if (A) a judicial manager or liquidator (including a provisional liquidator) or other receiver, manager, administrator or other similar official is appointed in relation to the Issuer or the Guarantor or any of the Guarantor's Principal Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (B) in any case (other than the appointment of a judicial manager or liquidator (including a provisional liquidator)) is not discharged within 21 days; or

- (vii) if the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally; or
- (viii) if at any time any act, condition or thing which is required to be done, fulfilled or performed in order (A) to enable the Issuer or the Guarantor lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it under and in respect of the Notes and the Trust Deed, (B) to ensure that those obligations are legal, valid, binding and enforceable or (C) to make the Notes, the Coupons and the Trust Deed admissible in evidence in Singapore is not done, fulfilled or performed (unless such condition is no longer required or applicable); or
- (ix) if at any time it is or becomes unlawful for the Issuer or the Guarantor to perform or comply with any or all of its obligations under or in respect of the Notes or the Trust Deed or any of the obligations of the Issuer thereunder are not or cease to be legal, valid and binding; or
- (x) if any event occurs which under the laws of the relevant jurisdiction has an analogous or equivalent effect to any of the events referred to in paragraphs (iv), (v), (vi) and (vii),

provided that, in the case of any event under paragraph (ii) above, the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of Noteholders.

(b) *Enforcement*

At any time after the Notes shall have become due and payable, the Trustee may, at its discretion and without notice, take such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed and the Notes but it shall not be bound to take any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding, and (ii) it shall have been indemnified to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

(c) *Definitions*

For the purposes of the Conditions:

"Indebtedness for Borrowed Money" means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other debt securities or any borrowed money or any liability under or in respect of any loans, financial leases, acceptance or acceptance credit.

"Principal Subsidiary" means at any time any Subsidiary of the Guarantor:

- (i) whose total assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent (or, in the case of a Subsidiary acquired after the end of the financial year to which the then latest relevant audited consolidated accounts of the

Guarantor and its Subsidiaries relate, are equal to) at least 20 per cent. of the total assets of the Guarantor and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated accounts of the Guarantor and its Subsidiaries, provided that:

- (A) in the case of a Subsidiary acquired after the end of the financial year to which the then latest relevant audited consolidated accounts of the Guarantor relate, the reference to the then latest audited consolidated accounts of the Guarantor for the purposes of the calculation above shall, until audited consolidated accounts for the financial year in which the acquisition of such Subsidiary is made have been prepared and audited as aforesaid, be deemed to be a reference to the then latest audited consolidated accounts of the Guarantor adjusted to consolidate the latest audited accounts (consolidated in the case of a Subsidiary which itself has Subsidiaries) of such Subsidiary adjusted as deemed appropriate by the Auditors; and
 - (B) if, in the case of a Subsidiary which itself has Subsidiaries, no consolidated accounts are prepared and audited, its total assets shall be determined on the basis of pro forma consolidated accounts of the relevant Subsidiary and its Subsidiaries prepared for this purpose by the Guarantor and reviewed by the Auditors; or
- (ii) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Guarantor which immediately prior to such transfer is a Principal Subsidiary of the Guarantor, provided that (A) the transferor Subsidiary shall upon such transfer forthwith cease to be a Principal Subsidiary of the Guarantor, and (B) the transferee Subsidiary shall cease to be a Principal Subsidiary of the Guarantor pursuant to this sub-paragraph (ii) on the date on which the audited consolidated accounts of the Guarantor and its Subsidiaries for the financial year current at the date of such transfer have been prepared and audited as aforesaid, but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary of the Guarantor on or at any time after the date on which such audited consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of sub-paragraph (i) above or before, on or at any time after such date by virtue of the provisions of this sub-paragraph (ii) or sub-paragraph (iii) below; or
- (iii) to which is transferred an undertaking or assets which, taken together with the undertaking or assets of the transferee Subsidiary, represent (or, in the case of the transferee Subsidiary being acquired after the end of the financial year to which the then latest relevant audited consolidated accounts of the Guarantor and its Subsidiaries relate, are equal to) at least 20 per cent. of the total assets of the Guarantor and its Subsidiaries taken as a whole, all as calculated as referred to in sub-paragraph (i) above, provided that the transferor Subsidiary (if a Principal Subsidiary of the Guarantor) shall upon such transfer forthwith cease to be a Principal Subsidiary of the Guarantor unless immediately following such transfer its assets represent (or, in the case aforesaid, are equal to) at least 20 per cent. of the total assets of the Guarantor and its Subsidiaries taken as a whole, all as calculated as referred to in sub-paragraph (i) above, and the transferee Subsidiary shall cease to be a Principal Subsidiary of the Guarantor pursuant to this sub-paragraph (iii) on the date on which the consolidated accounts of the Guarantor and its Subsidiaries for the financial year current at the date of such transfer have been prepared and audited but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary of the Guarantor on or at any time after the date on which such consolidated accounts have been prepared and

audited as aforesaid by virtue of the provisions of sub-paragraph (i) above or before, on or at any time after such date by virtue of the provisions of this sub-paragraph (iii) or sub-paragraph (ii) above.

For the purposes of this definition if there shall at any time not be any relevant audited consolidated accounts of the Guarantor and its Subsidiaries, references thereto herein shall be deemed to refer to proforma consolidated accounts of the Guarantor and its Subsidiaries prepared for this purpose by the Guarantor and reviewed by the Auditors.

After the occurrence of an Event of Default or a Potential Event of Default, the Trustee may request for a certificate/report from the Auditors stating that in their opinion whether a Subsidiary of the Guarantor is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary of the Guarantor and such certificate/report may be relied upon by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties.

“**Subsidiary**” means any company which is for the time being a subsidiary of another company within the meaning of Section 5 of the Companies Act.

11. REPLACEMENT OF NOTES, CERTIFICATES, COUPONS AND TALONS

Should any Note, Certificate, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Coupons and Talons) or of the Registrar (in the case of Certificates) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12. AGENTS

The names of the initial Issuing and Paying Agent, Agent Bank, Transfer Agent and Registrar and their initial specified offices are set out below.

The Issuer and the Guarantor are, with the prior written consent of the Trustee, entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that there will at all times be (i) (in the case of Floating Rate Notes and Variable Rate Notes) an Agent Bank with a specified office in Singapore, (ii) in the case of Registered Notes, a Transfer Agent and a Registrar with a specified office in Singapore, and (iii) so long as the Notes are listed on any stock exchange, a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange (or any other relevant authority). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and/or the Guarantor (as the case may be) and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

13. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

14. NOTICES

All notices to Noteholders will be deemed to be validly given if published in a leading English language newspaper of general circulation in Singapore approved by the Trustee. It is expected that such publication will be made in *The Business Times*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange (or any other relevant authority) on which the Notes are for the time being listed. Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above. Notices to the holders of Registered Notes shall be valid if mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing.

If publication as provided above is not practicable, notice will be given in such other manner and will be deemed to have been given on such date, as the Trustee shall approve.

So long as the Notes are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held in its entirety by Euroclear, Clearstream, Luxembourg and/or the Depository and the rules of Euroclear, Clearstream, Luxembourg and/or the Depository so permit, there may be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or the Depository for communication by them to the holders of the Notes except that if the Notes are listed on the SGX-ST and the SGX-ST's rules so require, notice will in any event be published in accordance with the previous paragraph. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or the Depository.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relevant Note or Notes, with the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Certificates). Whilst any of the Notes are represented by a Global Security or a Global Certificate, such notice may be given by any holder of a Note to the Issuing and Paying Agent or, as the case may be, the Registrar through Euroclear, Clearstream, Luxembourg and/or the Depository, in such manner (if any) as the Issuing and Paying Agent or, as the case may be, the Registrar and Euroclear, Clearstream, Luxembourg and/or the Depository may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where all the Noteholders can be identified, notice to such holders may be given individually by recorded delivery mail to their registered or recorded addresses and will be deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing.

15. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor, the Trustee or Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, or the Coupons) or the Trust Deed, the quorum shall be one or more persons holding or representing not less than two-thirds in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one third in principal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting and on all Couponholders.

The Trustee, the Issuer and the Guarantor may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification of the Notes, the Coupons, the Talons, the Conditions, the Pricing Supplement or the Trust Deed which is of a formal, minor or technical nature or to correct a manifest error or to comply with the mandatory provisions of the law. Any such modification, waiver or authorisation shall be binding on the Noteholders and the Couponholders and, if so required by the Trustee, any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the interests of the Noteholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers, authorities and discretions for individual Noteholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

16. INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trust Deed also contains a provision entitling the Trustee to enter into business transactions with the Issuer, the Guarantor or any of their related corporations without accounting to the Noteholders or Couponholders for any profit resulting from such

transactions. Each Noteholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of each of the Issuer and the Guarantor, and the Trustee shall not at any time have any responsibility for the same and each Noteholder shall not rely on the Trustee in respect thereof.

17. FURTHER ISSUES

The Issuer shall be at liberty from time to time, without the consent of the Noteholders or the Couponholders, to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes. The Trust Deed contains provisions for convening a single meeting of Noteholders and the holders of notes of other series in certain circumstances where the Trustee so decides.

18. THIRD PARTY RIGHTS

A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19. GOVERNING LAW

The Trust Deed, the Agency Agreement, the Notes, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of Singapore.

TERMS AND CONDITIONS OF THE PERPETUAL SECURITIES

*The following is the text of the terms and conditions which, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, will be endorsed on the Perpetual Securities in definitive form issued in exchange for the Global Security(ies) or the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Perpetual Securities. Unless otherwise stated, all capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on such Bearer Perpetual Securities or on the Certificates relating to such Registered Perpetual Securities. References in the Conditions to “**Perpetual Securities**” are to the Perpetual Securities of one Series only, not to all Perpetual Securities that may be issued under the Programme, details of the relevant Series being shown on the face of the relevant Perpetual Securities and in the relevant Pricing Supplement.*

The Perpetual Securities are constituted by a trust deed dated 7 May 2007 made between (1) F&N Treasury Pte. Ltd. (the “**Issuer**”), as issuer, (2) Fraser and Neave, Limited (the “**Guarantor**”), as guarantor, and (3) DBS Trustee Limited (the “**Trustee**”, which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as trustee for the Perpetual Securityholders (as defined below) (as amended and restated by an amendment and restatement trust deed dated 20 September 2016 made between the same parties, and as further amended, restated or supplemented from time to time, the “**Trust Deed**”), and (where applicable) the Perpetual Securities are issued with the benefit of a deed of covenant dated 7 May 2007 (as supplemented by a supplemental deed of covenant dated 20 September 2016, and as further amended, varied or supplemented from time to time, the “**Deed of Covenant**”) relating to the Perpetual Securities executed by the Issuer. These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which include the form of the Bearer Perpetual Securities, Certificates, Coupons and Talons referred to below. The Issuer and the Guarantor have entered into an agency agreement dated 7 May 2007 made between (1) the Issuer, (2) the Guarantor, (3) Oversea-Chinese Banking Corporation Limited, as issuing and paying agent, and (4) the Trustee, as trustee (as amended and restated by an amendment and restatement agency agreement dated 20 September 2016 made between (1) the Issuer, (2) the Guarantor, (3) DBS Bank Ltd., as issuing and paying agent (in such capacity, the “**Issuing and Paying Agent**” and, together with any other paying agents that may be appointed, the “**Paying Agents**”), (4) DBS Bank Ltd., as agent bank (in such capacity, the “**Agent Bank**”), (5) DBS Bank Ltd., as transfer agent (in such capacity, the “**Transfer Agent**” and, together with any other transfer agents that may be appointed, the “**Transfer Agents**”), (6) DBS Bank Ltd., as registrar (in such capacity, the “**Registrar**”), and (7) the Trustee, and as further amended, restated or supplemented from time to time, the “**Agency Agreement**”). The Perpetual Securityholders and the holders (the “**Couponholders**”) of the distribution coupons (the “**Coupons**”) appertaining to the Perpetual Securities in bearer form and, where applicable in the case of such Perpetual Securities, talons for further Coupons (the “**Talons**”) are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the registered office of the Trustee at 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982, and at the specified office of each of the Paying Agents.

1. FORM, DENOMINATION AND TITLE

(a) *Form and Denomination*

- (i) The Perpetual Securities of the Series of which this Perpetual Security forms part (in these Conditions, the “**Perpetual Securities**”) are issued in bearer form (“**Bearer Perpetual Securities**”) or in registered form (“**Registered Perpetual Securities**”), in each case in the Specified Currency and in the Specified Denomination(s). Perpetual Securities of one Specified Denomination may not be exchanged for Perpetual Securities of another Specified Denomination.
- (ii) This Perpetual Security is a Fixed Rate Perpetual Security or a Floating Rate Perpetual Security (depending upon the Distribution Basis shown on its face).
- (iii) Bearer Perpetual Securities are serially numbered and, in the case of Perpetual Securities in definitive form, issued with Coupons (and, where appropriate, a Talon) attached.
- (iv) Registered Perpetual Securities are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Perpetual Securities by the same holder.

(b) *Title*

- (i) Subject as set out below, title to the Bearer Perpetual Securities and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Perpetual Securities shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”).
- (ii) Except as otherwise provided in the Trust Deed and these Conditions or ordered by a court of competent jurisdiction or as required by law, the holder of any Perpetual Security, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Perpetual Security, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes (whether or not such Perpetual Security, Coupon or Talon shall be overdue and notwithstanding any notice to the contrary or notice of ownership or writing thereon or notice of any previous loss, forgery or theft thereof) but, in the case of any Global Security or Global Certificate, without prejudice to the provisions set out in Condition 1(b)(iii) below, and no person shall be liable for so treating the holder.
- (iii) For so long as any of the Perpetual Securities is represented by a Global Security (as defined below) or, as the case may be, a Global Certificate (as defined below) and such Global Security or Global Certificate is held by a common depository for Euroclear Bank S.A./N.V. (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and/or The Central Depository (Pte) Limited (the “**Depository**”), each person who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg and/or the Depository as the holder of a particular principal amount of such Perpetual Securities (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg and/or the Depository as to the principal amount of such Perpetual Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Trustee, the Issuing and Paying Agent, the other Paying Agents, the Agent Bank, the Registrar, the Transfer Agents and all other agents of the Issuer as the holder of such principal amount of Perpetual Securities other than with

respect to the payment of principal or distribution in respect of the Perpetual Securities, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the other Paying Agents, the Agent Bank, the Registrar, the Transfer Agents and all other agents of the Issuer and the Trustee as the holder of such Perpetual Securities in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expressions “**Perpetual Securityholder**” and “**holder of Perpetual Securities**” and related expressions shall be construed accordingly). Perpetual Securities which are represented by the Global Security or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or the Depository.

- (iv) In these Conditions, “**Global Security**” means the relevant Temporary Global Security representing each Series or the relevant Permanent Global Security representing each Series, “**Global Certificate**” means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of a nominee of, (1) a common depository for Euroclear and/or Clearstream, Luxembourg, (2) the Depository and/or (3) any other clearing system, “**Perpetual Securityholder**” means the bearer of any Bearer Perpetual Security or the person in whose name a Registered Perpetual Security is registered (as the case may be) and “**holder**” (in relation to a Perpetual Security, Coupon or Talon) means the bearer of any Bearer Perpetual Security, Coupon or Talon or the person in whose name a Registered Perpetual Security is registered (as the case may be), “**Series**” means a Tranche, together with any further Tranche or Tranches, which are (A) expressed to be consolidated and forming a single series and (B) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of distribution and “**Tranche**” means Perpetual Securities which are identical in all respects (including as to listing).
- (v) Words and expressions defined in the Trust Deed or used in the applicable Pricing Supplement (as defined in the Trust Deed) shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

2. NO EXCHANGE OF PERPETUAL SECURITIES AND TRANSFERS OF REGISTERED PERPETUAL SECURITIES

(a) *No Exchange of Perpetual Securities*

Registered Perpetual Securities may not be exchanged for Bearer Perpetual Securities. Bearer Perpetual Securities may not be exchanged for Registered Perpetual Securities.

(b) *Transfer of Registered Perpetual Securities*

Subject to Conditions 2(e) and 2(f) below, one or more Registered Perpetual Securities may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Perpetual Securities to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Perpetual Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not

transferred shall be issued to the transferor. All transfers of Registered Perpetual Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Registered Perpetual Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee and in the case of any change proposed by the Registrar or the Trustee, with the prior written approval of the Issuer. A copy of the current regulations will be made available by the Registrar to any Perpetual Securityholder upon request.

(c) *Exercise of Options or Partial Redemption or Purchase in Respect of Registered Perpetual Securities*

In the case of an exercise of the Issuer's option in respect of, or a partial redemption of or purchase of, a holding of Registered Perpetual Securities represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed or purchased. In the case of a partial exercise of an option resulting in Registered Perpetual Securities of the same holding having different terms, separate Certificates shall be issued in respect of those Registered Perpetual Securities of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Perpetual Securities to a person who is already a holder of Registered Perpetual Securities, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) *Delivery of New Certificates*

Each new Certificate to be issued pursuant to Condition 2(b) or 2(c) shall be available for delivery within five business days of receipt of the form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the relevant Transfer Agent (as the case may be).

(e) *Transfers Free of Charge*

Transfers of Perpetual Securities and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Guarantor, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or prefunding as the Registrar or the relevant Transfer Agent may require) in respect of tax or charges.

(f) *Closed Periods*

No Perpetual Securityholder may require the transfer of a Registered Perpetual Security to be registered (i) during the period of 15 days prior to any date on which Perpetual Securities may be called for redemption by the Issuer at its option pursuant to Condition 5(b), (ii) after any such Perpetual Security has been called for redemption or (iii) during the period of 15 days ending on (and including) any Record Date (as defined in Condition 6(b)(ii)).

3. STATUS AND GUARANTEE

(a) *Senior Perpetual Securities*

This Condition 3(a) applies to Perpetual Securities that are Senior Perpetual Securities (being the Perpetual Securities that specify their status as senior in the applicable Pricing Supplement).

(i) *Status of Senior Perpetual Securities*

The Senior Perpetual Securities and the Coupons relating to them are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Issuer, from time to time outstanding.

(ii) *Guarantee of Senior Perpetual Securities*

The payment of all amounts payable by the Issuer under the Senior Perpetual Securities and the Trust Deed are unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Senior Guarantee (as defined in the Trust Deed) are contained in the Trust Deed. The payment obligations of the Guarantor under the Senior Guarantee and the Trust Deed constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with all other unsecured obligations (other than subordinated obligations and priorities created by law, if any) of the Guarantor, from time to time outstanding.

(b) *Subordinated Perpetual Securities*

This Condition 3(b) applies to Perpetual Securities that are Subordinated Perpetual Securities (being the Perpetual Securities that specify their status as subordinated in the applicable Pricing Supplement).

(i) *Status of Subordinated Perpetual Securities*

The Subordinated Perpetual Securities and Coupons relating to them are direct, unconditional, subordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves, and *pari passu* with any Parity Obligations of the Issuer. The rights and claims of the Perpetual Securityholders and Couponholders in respect of the Subordinated Perpetual Securities are subordinated as provided in this Condition 3(b).

In these Conditions, “**Parity Obligation**” means, in relation to the Issuer or the Guarantor, any instrument or security (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer or, as the case may be, the Guarantor (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with (in the case of the Issuer) the Subordinated Perpetual Securities or (in the case of the Guarantor) the Subordinated Guarantee (as defined in the Trust Deed) and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer or, as the case may be, the Guarantor and/or, in the case of an instrument or security guaranteed by the Issuer or, as the case may be, the Guarantor, the issuer thereof.

(ii) *Ranking of claims on Winding-up – Issuer*

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-up of the Issuer, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment of principal of and distribution on the Subordinated Perpetual Securities and the Coupons relating to them are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer but at least *pari passu* with all other subordinated obligations of the Issuer that are not expressed by their terms to rank junior to the Subordinated Perpetual Securities and in priority to the claims of shareholders of the Issuer and/or as otherwise specified in the applicable Pricing Supplement.

(iii) *No set-off – Issuer*

Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, arising under, or in connection with, the Subordinated Perpetual Securities or Coupons relating to them, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer in respect of, arising under, or in connection with, the Subordinated Perpetual Securities or Coupons relating to them is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its Winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

(iv) *Guarantee of Subordinated Perpetual Securities*

The payment of all amounts payable by the Issuer under the Subordinated Perpetual Securities and the Trust Deed are unconditionally and irrevocably guaranteed on a subordinated basis by the Guarantor. The obligations of the Guarantor under the Subordinated Guarantee are contained in the Trust Deed. The payment obligations of the Guarantor under the Subordinated Guarantee and the Trust Deed constitute direct, unconditional, subordinated and unsecured obligations of the Guarantor and shall rank *pari passu* with any Parity Obligations of the Guarantor. The rights and claims of the Perpetual Securityholders in respect of the Subordinated Guarantee are subordinated as provided in this Condition 3(b).

(v) *Ranking of claims on Winding-up – Guarantor*

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the Winding-up of the Guarantor, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment under the Subordinated Guarantee are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Guarantor but at least *pari passu* with all other subordinated obligations of the Guarantor that are not expressed by

their terms to rank junior to the Subordinated Guarantee and in priority to the claims of shareholders of the Guarantor and/or as otherwise specified in the applicable Pricing Supplement.

(vi) *No set-off – Guarantor*

Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Guarantor in respect of, arising under, or in connection with, the Subordinated Guarantee, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Guarantor. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Guarantor in respect of, arising under, or in connection with, the Subordinated Guarantee is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Guarantor (or, in the event of its Winding-up or administration, the liquidator or, as appropriate, administrator of the Guarantor) and, until such time as payment is made, shall hold such amount in trust for the Guarantor (or the liquidator or, as appropriate, administrator of the Guarantor) and accordingly any such discharge shall be deemed not to have taken place.

4. DISTRIBUTION AND OTHER CALCULATIONS

(I) *Distribution on Fixed Rate Perpetual Securities*

(a) *Distribution Rate and Accrual*

Each Fixed Rate Perpetual Security confers a right to receive distribution on its outstanding principal amount from (and including) the Distribution Commencement Date at the rate per annum equal to the Distribution Rate. Distribution will be payable in arrear on each Distribution Payment Date(s) in each year.

The first payment of distribution will be made on the Distribution Payment Date next following the Distribution Commencement Date (and if the Distribution Commencement Date is not a Distribution Payment Date, will amount to the Initial Broken Amount shown on the face of such Perpetual Security).

Distribution will cease to accrue on each Fixed Rate Perpetual Security from the due date for redemption thereof unless, upon due presentation thereof and subject to the provisions of the Trust Deed, payment of principal is improperly withheld or refused, in which event distribution at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(I) to the Relevant Date (as defined in Condition 7).

(b) *Distribution Rate*

The Distribution Rate applicable to each Fixed Rate Perpetual Security shall be:

- (i) (if no Reset Date is specified in the applicable Pricing Supplement),

- (1) if no Step-Up Margin is specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security; or
 - (2) if a Step-Up Margin is specified in the applicable Pricing Supplement, (A) for the period from (and including) the Distribution Commencement Date to (but excluding) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (B) for the period from (and including) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security plus the Step-Up Margin (as specified in the applicable Pricing Supplement); and
- (ii) (if a Reset Date is specified in the applicable Pricing Supplement), (1) for the period from (and including) the Distribution Commencement Date to (but excluding) the First Reset Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (2) for the period from (and including) the First Reset Date and each Reset Date (as shown in the applicable Pricing Supplement) falling thereafter to (but excluding) the immediately following Reset Date, the Reset Distribution Rate,

provided always that if Redemption upon a Change of Control Event is specified on the face of such Perpetual Security and a Change of Control Event Margin is specified in the applicable Pricing Supplement, in the event that a Change of Control Event (as defined in Condition 5(g)) has occurred, so long as the Issuer has not already redeemed the Perpetual Securities in accordance with Condition 5(g), the then prevailing Distribution Rate shall be increased by the Change of Control Event Margin with effect from (and including) the Distribution Payment Date immediately following the date on which the Change of Control Event occurred (or, if the Change of Control Event occurs on or after the date which is two business days prior to the immediately following Distribution Payment Date, the next following Distribution Payment Date).

For the purposes of these Conditions:

“Reset Distribution Rate” means the Swap Offer Rate or such other Relevant Rate to be specified in the applicable Pricing Supplement with respect to the relevant Reset Date plus the Initial Spread (as specified in the applicable Pricing Supplement) plus the Step-Up Margin (if applicable, as specified in the applicable Pricing Supplement) plus the Change of Control Event Margin (if applicable); and

“Swap Offer Rate” means:

- (aa) the rate per annum (expressed as a percentage) notified by the Agent Bank to the Issuer equal to the swap offer rate published by the Association of Banks in Singapore (or such other equivalent body) for a period equal to the duration of the Reset Period specified in the applicable Pricing Supplement on the second business day prior to the relevant Reset Date (the **“Reset Determination Date”**);
- (bb) if on the Reset Determination Date, there is no swap offer rate published by the Association of Banks in Singapore (or such other equivalent body), the Agent Bank will determine the swap offer rate for such Reset Period (determined by the Agent Bank to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates (excluding the highest and the lowest rates) which appears on Page TPIS on the monitor of the Bloomberg Agency under the caption “Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD” and the column headed “Ask” (or if the Agent Bank determines that such page has ceased to be the commonly accepted page for

determining the swap offer rate, such other replacement page as may be specified by the Agent Bank after taking into account the industry practice at that relevant time and the recommendations by the Association of Banks in Singapore (or such other equivalent body)) at the close of business on each of the five consecutive business days prior to and ending on the Reset Determination Date);

- (cc) if on the Reset Determination Date, rates are not available on Page TPIS on the monitor of the Bloomberg Agency under the caption “Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD” and the column headed “Ask” (or if the Agent Bank determines that such page has ceased to be the commonly accepted page for determining the swap offer rate, such other replacement page as may be specified by the Agent Bank after taking into account the industry practice at that relevant time and the recommendations by the Association of Banks in Singapore (or such other equivalent body)) at the close of business on one or more of the said five consecutive business days, the swap offer rate will be the rate per annum notified by the Agent Bank to the Issuer equal to the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates which are available in such five-consecutive-business-day period or, if only one rate is available in such five-consecutive-business-day period, such rate; and
- (dd) if on the Reset Determination Date, no rate is available on Page TPIS on the monitor of the Bloomberg Agency under the caption “Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD” and the column headed “Ask” (or if the Agent Bank determines that such page has ceased to be the commonly accepted page for determining the swap offer rate, such other replacement page as may be specified by the Agent Bank after taking into account the industry practice at that relevant time and the recommendations by the Association of Banks in Singapore (or such other equivalent body)) at the close of business in such five-consecutive-business-day period, the Agent Bank will request the principal Singapore offices of the Reference Banks to provide the Agent Bank with quotation(s) of their swap offer rates for a period equivalent to the duration of the Reset Period at the close of business on the Reset Determination Date. The swap offer rate for such Reset Period shall be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such offered quotations, as determined by the Agent Bank or, if only one of the Reference Banks provides the Agent Bank with such quotation, such rate quoted by that Reference Bank

provided that, in each case, in the event the Swap Offer Rate is less than zero, the Swap Offer Rate shall be equal to zero.

(c) *Calculation of Reset Distribution Rate*

The Agent Bank will, on the second business day prior to each Reset Date, calculate the applicable Reset Distribution Rate or (if a Change of Control Event has occurred) the applicable Distribution Rate payable in respect of each Perpetual Security. The Agent Bank will promptly notify the Issuing and Paying Agent, the Trustee, the Issuer, the Guarantor and (where applicable) the Registrar and the Transfer Agent, and for so long as the relevant Perpetual Securities are listed on any stock exchange and the rules of the stock exchange require, the Issuer will promptly notify or procure that notification be made to such stock exchange, of the applicable Reset Distribution Rate or (if a Change of Control Event has occurred) the applicable Distribution Rate as soon as possible after its determination but in no event later than the fourth business day thereafter. All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Agent Bank will (in the absence of manifest error) be binding on the Issuer, the

Guarantor, the Issuing and Paying Agent, the other Paying Agents, the Registrar, the Transfer Agent and the Perpetual Securityholders and (except as provided in the Agency Agreement) no liability to any such person will attach to the Agent Bank in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(d) *Publication of Relevant Reset Distribution Rate*

The Agent Bank shall cause notice of the then applicable Reset Distribution Rate or (if a Change of Control Event has occurred) the applicable Distribution Rate to be notified to the Perpetual Securityholders in accordance with Condition 14 as soon as possible after determination thereof.

(e) *Determination or Calculation by Trustee*

If the Agent Bank does not at any material time determine or calculate the applicable Reset Distribution Rate or (if a Change of Control Event has occurred) the applicable Distribution Rate, the Trustee shall do so. In doing so, the Trustee shall apply the provisions of this Condition 4(I), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(f) *Calculations*

If distribution is required to be calculated for a period other than a Distribution Period, such distribution shall be calculated by applying the Distribution Rate to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest cent, half a cent being rounded upwards.

(II) *Distribution on Floating Rate Perpetual Securities*

(a) *Distribution Payment Dates*

Each Floating Rate Perpetual Security confers a right to receive distribution on its outstanding principal amount from the Distribution Commencement Date in respect thereof and as shown on the face of such Perpetual Security, and such distribution will be payable in arrear on each distribution payment date ("**Distribution Payment Date**"). Such Distribution Payment Date(s) is/are either shown hereon as Specified Distribution Payment Date(s) or, if no Specified Distribution Payment Date(s) is/are shown hereon, Distribution Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Distribution Period on the face of the Perpetual Security (the "**Specified Number of Months**") after the preceding Distribution Payment Date or, in the case of the first Distribution Payment Date, after the Distribution Commencement Date (and which corresponds numerically with such preceding Distribution Payment Date or the Distribution Commencement Date, as the case may be). If any Distribution Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be

postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

The period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Payment Date and each successive period beginning on (and including) a Distribution Payment Date and ending on (but excluding) the next succeeding Distribution Payment Date is herein called a “**Distribution Period**”.

Distribution will cease to accrue on each Floating Rate Perpetual Security from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of the Redemption Amount is improperly withheld or refused, in which event distribution will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(II) to the Relevant Date.

(b) *Rate of Distribution – Floating Rate Perpetual Securities*

- (i) Each Floating Rate Perpetual Security confers a right to receive distribution on its outstanding principal amount at a floating rate determined by reference to a Benchmark as stated on the face of such Floating Rate Perpetual Security, being (in the case of Perpetual Securities which are denominated in Singapore dollars) SIBOR (in which case such Perpetual Security will be a SIBOR Perpetual Security) or Swap Rate (in which case such Perpetual Security will be a Swap Rate Perpetual Security) or in any other case (or in the case of Perpetual Securities which are denominated in a currency other than Singapore dollars) such other Benchmark as is set out on the face of such Perpetual Security.

Such floating rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Perpetual Security. The “**Spread**” is the percentage rate per annum specified on the face of such Perpetual Security as being applicable to the rate of distribution for such Perpetual Security. The rate of distribution so calculated shall be subject to Condition 4(III)(a) below.

The rate of distribution payable in respect of a Floating Rate Perpetual Security from time to time is referred to in these Conditions as the “**Rate of Distribution**”.

- (ii) The Rate of Distribution payable from time to time in respect of each Floating Rate Perpetual Security will be determined by the Agent Bank on the basis of the following provisions:
- (1) in the case of Floating Rate Perpetual Securities which are SIBOR Perpetual Securities:
- (A) the Agent Bank will, at or about the Relevant Time on the relevant Distribution Determination Date in respect of each Distribution Period, determine the Rate of Distribution for such Distribution Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Distribution Period which appears on the Reuters Screen ABSIRFIX01 Page under the caption “ABS SIBOR FIX – SIBOR AND SWAP OFFER RATES – RATES AT 11:00 HRS

SINGAPORE TIME” and under the column headed “SGD SIBOR” (or such replacement page thereof for the purpose of displaying SIBOR or such other Screen Page as may be specified in the applicable Pricing Supplement) and as adjusted by the Spread (if any);

- (B) if no such rate appears on the Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) or if the Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will request the principal Singapore offices of each of the Reference Banks to provide the Agent Bank with the rate at which deposits in Singapore dollars are offered by it at approximately the Relevant Time on the Distribution Determination Date to prime banks in the Singapore interbank market for a period equivalent to the duration of such Distribution Period commencing on such Distribution Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating Rate Perpetual Securities. The Rate of Distribution for such Distribution Period shall be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such offered quotations and as adjusted by the Spread (if any), as determined by the Agent Bank;
 - (C) if on any Distribution Determination Date two but not all the Reference Banks provide the Agent Bank with such quotations, the Rate of Distribution for the relevant Distribution Period shall be determined in accordance with (B) above on the basis of the quotations of those Reference Banks providing such quotations; and
 - (D) if on any Distribution Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotations, the Rate of Distribution for the relevant Distribution Period shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about the Relevant Time on such Distribution Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Distribution Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Perpetual Securities for such Distribution Period by whatever means they determine to be most appropriate and as adjusted by the Spread (if any) or if on such Distribution Determination Date one only or none of the Reference Banks provides the Agent Bank with such quotation, the Rate of Distribution for the relevant Distribution Period shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about the Relevant Time on such Distribution Determination Date and as adjusted by the Spread (if any);
- (2) in the case of Floating Rate Perpetual Securities which are Swap Rate Perpetual Securities:
- (A) the Agent Bank will, at or about the Relevant Time on the relevant Distribution Determination Date in respect of each Distribution Period,

determine the Rate of Distribution for such Distribution Period as being the rate which appears on the Reuters Screen ABSFIX01 Page under the caption "SGD SOR rates as of 11:00 hrs London Time" under the column headed "SGD SOR" (or such replacement page thereof for the purpose of displaying the swap rates of leading reference banks) at or about the Relevant Time on such Distribution Determination Date and for a period equal to the duration of such Distribution Period and as adjusted by the Spread (if any);

- (B) if on any Distribution Determination Date no such rate is quoted on the Reuters Screen ABSFIX01 Page (or such other replacement page as aforesaid) or the Reuters Screen ABSFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Agent Bank will determine the Rate of Distribution for such Distribution Period as being the rate (or, if there is more than one rate which is published, the arithmetic mean of those rates (rounded up, if necessary, to the nearest four decimal places)) for a period equal to the duration of such Distribution Period published by a recognised industry body where such rate is widely used (after taking into account the industry practice at that time), or by such other relevant authority as may be agreed between the Agent Bank and the Issuer, and as adjusted by the Spread (if any); and
 - (C) if on any Distribution Determination Date the Agent Bank is unable to determine the Rate of Distribution under paragraph (b)(ii)(2)(B) above or if no agreement on the relevant authority is reached between the Agent Bank and the Issuer under paragraph (b)(ii)(2)(B) above, the Rate of Distribution shall be determined by the Agent Bank to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the rates quoted by the Singapore offices of the Reference Banks or those of them (being at least two in number) to the Agent Bank at or about the Relevant Time on such Distribution Determination Date as being their cost (including the cost occasioned by or attributable to complying with reserves, liquidity, deposit or other requirements imposed on them by any relevant authority or authorities) of funding, for the relevant Distribution Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Perpetual Securities for such Distribution Period by whatever means they determine to be most appropriate and as adjusted by the Spread (if any), or if on such Distribution Determination Date one only or none of the Singapore offices of the Reference Banks provides the Agent Bank with such quotation, the Rate of Distribution for the relevant Distribution Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the prime lending rates for Singapore dollars quoted by the Singapore offices of the Reference Banks at or about the Relevant Time on such Distribution Determination Date and as adjusted by the Spread (if any); and
- (3) in the case of Floating Rate Perpetual Securities which are not SIBOR Perpetual Securities or Swap Rate Perpetual Securities or which are denominated in a currency other than Singapore dollars, the Agent Bank will determine the Rate of Distribution in respect of any Distribution Period at or about the Relevant Time on the Distribution Determination Date in respect of such Distribution Period as follows:

(A) if the Primary Source (as defined below) for the Floating Rate Perpetual Securities is a Screen Page (as defined below), subject as provided below, the Rate of Distribution in respect of such Distribution Period shall be:

(aa) the Relevant Rate (as defined below) (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity); or

(bb) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page, in each case appearing on such Screen Page at the Relevant Time on the Distribution Determination Date,

and adjusted by the Spread (if any);

(B) if the Primary Source for the Floating Rate Perpetual Securities is Reference Banks or if paragraph (b)(ii)(3)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Distribution Determination Date or if paragraph (b)(ii)(3)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Distribution Determination Date, subject as provided below, the Rate of Distribution shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Distribution Determination Date and as adjusted by the Spread (if any); and

(C) if paragraph (b)(ii)(3)(B) applies and the Agent Bank determines that fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Distribution shall be the Rate of Distribution determined on the previous Distribution Determination Date.

(iii) On the last day of each Distribution Period, the Issuer will pay distribution on each Floating Rate Perpetual Security to which such Distribution Period relates at the Rate of Distribution for such Distribution Period.

(iv) For the avoidance of doubt, in the event that the Rate of Distribution in relation to any Distribution Period is less than zero, the Rate of Distribution in relation to such Distribution Period shall be equal to zero.

(c) *Definitions*

As used in these Conditions:

“**Benchmark**” means the rate specified as such in the applicable Pricing Supplement;

“**business day**” means:

(i) (in the case of Perpetual Securities denominated in Singapore dollars) a day (other than a Saturday or Sunday) on which commercial banks are open for business in Singapore;

- (ii) (in the case of Perpetual Securities denominated in Euros) a day (other than a Saturday or Sunday) on which the TARGET System is open for settlement in Euros; and
- (iii) (in the case of Perpetual Securities denominated in a currency other than Singapore dollars and Euros), a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in Singapore and the principal financial centre for that currency;

“Calculation Amount” means the amount specified as such on the face of any Perpetual Security or, if no such amount is so specified, the Specified Denomination of such Perpetual Security as shown on the face thereof;

“Distribution Commencement Date” means the Issue Date or such other date as may be specified as the Distribution Commencement Date on the face of such Perpetual Security;

“Distribution Determination Date” means, in respect of any Distribution Period, that number of business days prior thereto as is set out in the applicable Pricing Supplement or on the face of the relevant Perpetual Security;

“Primary Source” means (i) the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Reuters Monitor Money Rates Service (“**Reuters**”)) agreed to by the Agent Bank or (ii) the Reference Banks, as the case may be;

“Reference Banks” means the institutions specified as such in the applicable Pricing Supplement or, if none, three major banks selected by the Agent Bank (in consultation with the Issuer) in the interbank market that is most closely connected with the Benchmark;

“Relevant Financial Centre” means, in the case of distribution to be determined on a Distribution Determination Date with respect to any Floating Rate Perpetual Security, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

“Relevant Rate” means the Benchmark for a Calculation Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the relevant Distribution Period;

“Relevant Time” means, with respect to any Distribution Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the inter-bank market in the Relevant Financial Centre;

“Screen Page” means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters) as may be specified hereon for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark; and

“Specified Currency” means the currency in which the Perpetual Securities are denominated.

(III) *Calculations*

(a) *Determination of Rate of Distribution and Calculation of Distribution Amounts*

The Agent Bank will, as soon as practicable after the Relevant Time on each Distribution Determination Date determine the Rate of Distribution and calculate the amount of distribution payable (the “**Distribution Amounts**”) in respect of each Calculation Amount of the relevant Floating Rate Perpetual Securities for the relevant Distribution Period. The amount of distribution payable per Calculation Amount in respect of any Floating Rate Perpetual Security shall be calculated by multiplying the product of the Rate of Distribution and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security and rounding the resultant figure to the nearest sub-unit of the Specified Currency. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties.

“**Day Count Fraction**” means, in respect of the calculation of an amount of distribution in accordance with Conditions 4(I) or 4(II):

- (i) if “**Actual/365**” or “**Actual/Actual**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 365 (or, if any portion of that Distribution Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Distribution Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Distribution Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 365;
- (iii) if “**Actual/360**” is specified in the applicable Pricing Supplement, the actual number of days in the Distribution Period divided by 360; and
- (iv) if “**30/360**” is specified in the applicable Pricing Supplement, the number of days in the Distribution Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Distribution Period is the 31st day of a month but the first day of the Distribution Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Distribution Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).

(b) *Notification*

The Agent Bank will promptly notify the Issuing and Paying Agent, the Trustee, the Issuer, the Guarantor and (where applicable) the Registrar and the Transfer Agent, and for so long as the relevant Perpetual Securities are listed on any stock exchange and the rules of the stock exchange require, the Issuer will promptly notify or procure that notification be made to such stock exchange, of the Rate of Distribution and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date as soon as possible after their determination but in no event later than the fourth business day thereafter. In the case of Floating Rate Perpetual Securities, if so required by the Issuer, the Agent Bank will also cause the Rate of Distribution and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to Perpetual Securityholders in accordance with Condition 14 as

soon as possible after their determination. The Distribution Amounts and the Distribution Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Distribution Period by reason of any Distribution Payment Date not being a business day. If an Enforcement Event occurs in relation to the Floating Rate Perpetual Securities, the Rate of Distribution and Distribution Amounts payable in respect of the Floating Rate Perpetual Securities shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Distribution and Distribution Amounts need to be made unless the Trustee requires otherwise.

(c) *Determination or Calculation by the Trustee*

If the Agent Bank does not at any material time determine or calculate the Rate of Distribution for a Distribution Period or any Distribution Amount, the Trustee shall do so. In doing so, the Trustee shall apply the provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank.

(d) *Agent Bank and Reference Banks*

The Issuer will procure that, so long as any Floating Rate Perpetual Security remains outstanding, there shall at all times be three Reference Banks (or such other number as may be required) and, so long as any Floating Rate Perpetual Security remains outstanding, there shall at all times be an Agent Bank. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank or the Agent Bank is unable or unwilling to act as such or if the Agent Bank fails duly to establish the Rate of Distribution for any Distribution Period or to calculate the Distribution Amounts, the Issuer will appoint another bank with an office in the Relevant Financial Centre to act as such in its place. The Agent Bank may not resign from its duties without a successor having been appointed as aforesaid.

(IV) *Distribution Discretion*

(a) *Optional Payment*

If Optional Payment is set out hereon, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an “**Optional Payment Notice**”) to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14) not more than 15 nor less than five business days (or such other notice period as may be specified hereon) prior to a scheduled Distribution Payment Date.

If a Dividend Pusher is set out hereon, the Issuer may not elect to defer any distribution if during the Reference Period (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, either or both of the following (each a “**Compulsory Distribution Payment Event**”) have occurred:

- (i) a dividend, distribution or other payment has been declared or paid on or in respect of any of the Issuer’s Junior Obligations or the Guarantor’s Junior

Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations or any of the Guarantor's Parity Obligations; or

- (ii) any of the Issuer's Junior Obligations or the Guarantor's Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations or any of the Guarantor's Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration,

in each case, other than (1) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group (as defined in the Trust Deed) or (2) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor and/or as otherwise specified in the applicable Pricing Supplement.

In these Conditions, "**Junior Obligation**" means, in relation to the Issuer or the Guarantor, any of its ordinary shares and any class of its share capital and any other instruments or securities (including without limitation any preference shares, preferred units or subordinated perpetual securities) issued, entered into or guaranteed by the Issuer or, as the case may be, the Guarantor that ranks or is expressed to rank, whether by its terms or by operation of law, junior to the Perpetual Securities or, as the case may be, the Guarantee (as defined in the Trust Deed).

Each Optional Payment Notice shall be accompanied, in the case of the notice to the Trustee and the Issuing and Paying Agent, by a certificate signed by a director or a duly authorised officer of the Issuer confirming that no Compulsory Distribution Payment Event has occurred during the relevant Reference Period. Any such certificate shall be conclusive evidence that no Compulsory Distribution Payment Event has occurred during the relevant Reference Period and the Trustee and the Issuing and Paying Agent shall be entitled to rely without any obligation to verify the same and without liability to any Perpetual Securityholder or any other person on any Optional Payment Notice or any certificate as aforementioned. Each Optional Payment Notice shall be conclusive and binding on the Perpetual Securityholders.

(b) *No Obligation to Pay*

If Optional Payment is set out hereon and subject to Condition 4(IV)(c) and Condition 4(IV)(d), the Issuer shall have no obligation to pay any distribution on any Distribution Payment Date and any failure to pay a distribution in whole or in part shall not constitute a default of the Issuer in respect of the Perpetual Securities.

(c) *Non-Cumulative Deferral and Cumulative Deferral*

- (i) If Non-Cumulative Deferral is set out hereon, any distribution deferred pursuant to this Condition 4(IV) is non-cumulative and will not accrue interest. The Issuer is not under any obligation to pay that or any other distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid ("**Optional Distribution**") (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e). There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to this Condition 4(IV).

Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a *pro rata* basis.

- (ii) If Cumulative Deferral is set out hereon, any distribution deferred pursuant to this Condition 4(IV) shall constitute “**Arrears of Distribution**”. The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a)) further defer any Arrears of Distribution by complying with the foregoing notice requirement applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to this Condition 4(IV) except that this Condition 4(IV)(c) shall be complied with until all outstanding Arrears of Distribution have been paid in full.
- (iii) If Additional Distribution is set out hereon, each amount of Arrears of Distribution shall bear interest as if it constituted the principal of the Perpetual Securities at the Distribution Rate or Rate of Distribution (as the case may be) and the amount of such interest (the “**Additional Distribution Amount**”) with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 4 and shall be calculated by applying the applicable Distribution Rate or Rate of Distribution (as the case may be) to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition 4. The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

(d) *Restrictions in the case of Non-Payment*

If Dividend Stopper is set out hereon and on any Distribution Payment Date, payments of all distribution scheduled to be made on such date are not made in full by reason of this Condition 4(IV), the Issuer and the Guarantor shall not and shall procure that none of its subsidiaries shall:

- (i) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any of the Issuer’s or the Guarantor’s Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer’s or the Guarantor’s Parity Obligations; or
- (ii) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any of the Issuer’s or the Guarantor’s Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer’s or the Guarantor’s Parity Obligations,

in each case other than (1) in connection with any employee benefit plan or similar arrangements with or for the benefit of the employees, directors or consultants of the Group or (2) as a result of the exchange or conversion of Parity Obligations of the Issuer or, as the case may be, the Guarantor for Junior Obligations of the Issuer or, as the case may be, the Guarantor, unless and until (A) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (B) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding

Perpetual Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (C) the Issuer or, as the case may be, the Guarantor, is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Perpetual Securityholders and/or as otherwise specified in the applicable Pricing Supplement.

(e) *Satisfaction of Optional Distribution or Arrears of Distribution*

The Issuer:

- (i) may, at its sole discretion, satisfy an Optional Distribution or Arrears of Distribution, as the case may be (in whole or in part) at any time by giving notice of such election to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14) not more than 15 nor less than five business days (or such other notice period as may be specified hereon) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Optional Distribution or Arrears of Distribution on the payment date specified in such notice); and
- (ii) in any event shall satisfy any outstanding Arrears of Distribution (in whole but not in part) on the earliest of:
 - (A) the date of redemption of the Perpetual Securities in accordance with the redemption events set out in Condition 5 (as applicable);
 - (B) the next Distribution Payment Date following the occurrence of a breach of Condition 4(IV)(d) or following the occurrence of a Compulsory Distribution Payment Event; and
 - (C) the date such amount becomes due under Condition 9 or on a Winding-up of the Issuer or the Guarantor.

Any partial payment of an Optional Distribution or Arrears of Distribution, as the case may be, by the Issuer shall be shared by the Perpetual Securityholders of all outstanding Perpetual Securities on a *pro-rata* basis.

(f) *No Default*

Notwithstanding any other provision in these Conditions, the non-payment of any distribution payment in accordance with this Condition 4(IV) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9) on the part of the Issuer under the Perpetual Securities.

5. REDEMPTION AND PURCHASE

(a) *No Fixed Redemption Date*

The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 and without prejudice to Condition 9) only have the right (but not the obligation) to redeem or purchase them in accordance with the following provisions of this Condition 5.

(b) *Redemption at the Option of the Issuer*

If so provided hereon, the Issuer may, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption.

All Perpetual Securities in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption of the Perpetual Securities, the notice to Perpetual Securityholders shall also contain the serial numbers of the Bearer Perpetual Securities or, in the case of Registered Perpetual Securities, shall specify the principal amount of Registered Perpetual Securities drawn and the holder(s) of such Registered Perpetual Securities, to be redeemed, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be agreed between the Issuer and the Trustee, subject to compliance with any applicable laws. So long as the Perpetual Securities are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any notice of redemption of such Perpetual Securities.

(c) *Redemption for Taxation Reasons*

The Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

- (i) the Issuer satisfies the Trustee immediately before giving such notice referred to above that:
 - (1) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after (in the case of a non-syndicated issue of Perpetual Securities) the date of the dealer's agreement to subscribe for such Perpetual Securities or (in the case of a syndicated issue of Perpetual Securities) the date of the subscription agreement in relation to such Perpetual Securities or any other date specified in the Pricing Supplement; and
 - (2) such obligations cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due; or

- (ii) the Issuer receives a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that:
 - (1) the Perpetual Securities will not be regarded as “debt securities” for the purposes of Section 43(N)(4) and Section 13 of the Income Tax Act, Chapter 134 of Singapore (the “ITA”) and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; or
 - (2) the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption and/or concessionary tax rate on interest for “qualifying debt securities” under the ITA.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver to the Trustee a certificate signed by a Director or a duly authorised signatory of the Issuer or, as the case may be, the Guarantor stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent tax or legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged to pay such additional amounts as a result of such change or amendment, and the Trustee shall be entitled to rely on such certificate and opinion in good faith without further enquiry.

(d) *Redemption for Accounting Reasons*

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days’ notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, on such Distribution Payment Date or any time after that Distribution Payment Date, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council, as amended from time to time (the “SFRS”) or any other accounting standards that may replace SFRS for the purposes of the consolidated financial statements of the Group (the “**Relevant Accounting Standard**”), the Perpetual Securities will not or will no longer be recorded as “equity” of the Group pursuant to the Relevant Accounting Standard.

Prior to the publication of any notice of redemption pursuant to this Condition 5(d), the Guarantor shall deliver to the Trustee:

- (i) a certificate, signed by a Director or a duly authorised signatory of the Guarantor stating that the circumstances referred to above prevail and setting out the details of such circumstances; and
- (ii) an opinion of the Guarantor’s independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard is due to take effect,

and the Trustee shall be entitled to rely on such certificate and opinion in good faith without further enquiry.

Upon the expiry of any such notice as is referred to in this Condition 5(d), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(d).

(e) *Redemption for Tax Deductibility*

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

- (i) the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:
 - (1) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date;
 - (2) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or
 - (3) any generally applicable official interpretation or pronouncement which is issued or announced on or after the Issue Date that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position; or
- (ii) as a result of the Issuer receiving a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that the distribution (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA,

payments by the Issuer are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, fully deductible by the Issuer for Singapore income tax purposes.

Prior to the publication of any notice of redemption pursuant to this Condition 5(e), the Issuer shall deliver or procure that there is delivered to the Trustee:

- (i) a certificate, signed by a Director or a duly authorised signatory of the Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances; and
- (ii) an opinion of the Issuer's independent tax or legal adviser of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the tax regime or (in the case of a notice of redemption pursuant to Condition 5(e)(ii)) the ruling from the Comptroller of Income Tax (or other relevant authority) is due to take effect,

and the Trustee shall be entitled to rely on such certificate and opinion in good faith without further enquiry.

Upon the expiry of any such notice as is referred to in this Condition 5(e), the Issuer shall be bound to redeem all the Perpetual Securities in accordance with this Condition 5(e).

(f) *Redemption in the case of Minimal Outstanding Amount*

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued.

Upon expiry of any such notice as is referred to in this Condition 5(f), the Issuer shall be bound to redeem all the Perpetual Securities in accordance with this Condition 5(f).

(g) *Redemption upon a Change of Control*

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Issuing and Paying Agent and the Trustee and, in accordance with Condition 14, the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), following the occurrence of a Change of Control Event (as defined in the applicable Pricing Supplement).

(h) *Purchases*

The Issuer, the Guarantor or any Subsidiary of the Guarantor may at any time purchase Perpetual Securities at any price (provided that, in the case of definitive Perpetual Securities, all unmatured Coupons and unexchanged Talons appertaining thereto are purchased therewith) in the open market or otherwise, provided that in any such case such purchase or purchases is in compliance with all relevant laws, regulations and directives. If purchases are made by tender, tenders must be available to all Perpetual Securityholders alike.

Perpetual Securities purchased by the Issuer, the Guarantor or any Subsidiary of the Guarantor may be surrendered by the purchaser through the Issuer to, in the case of Bearer Perpetual Securities, the Issuing and Paying Agent and, in the case of Registered Perpetual Securities, the Registrar for cancellation or may at the option of the Issuer or relevant related subsidiary be held or resold.

For the purposes of these Conditions, "**directive**" includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank department, government, legislative, minister, ministry, official public or statutory corporation, self-regulating organisation, or stock exchange.

(i) *Cancellation*

All Perpetual Securities purchased by or on behalf of the Issuer, the Guarantor or any Subsidiary of the Guarantor may be surrendered for cancellation, in the case of Bearer Perpetual Securities, by surrendering each such Perpetual Security together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent at its

specified office and, in the case of Registered Perpetual Securities, by surrendering the Certificate representing such Perpetual Securities to the Registrar and, in each case, if so surrendered, shall, together with all Perpetual Securities redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Perpetual Securities or Certificates so surrendered for cancellation may not be reissued or resold.

6. PAYMENTS

(a) *Principal and Distribution in respect of Bearer Perpetual Securities*

Payments of principal and distribution in respect of Bearer Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Perpetual Securities or Coupons, as the case may be, at the specified office of the Issuing and Paying Agent by a cheque drawn in the currency in which payment is due on, or, at the option of the holders, by transfer to an account maintained by the holder in that currency with a bank in the principal financial centre for that currency.

(b) *Principal and Distribution in respect of Registered Perpetual Securities*

(i) Payments of principal in respect of Registered Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates at the specified office of the Transfer Agent or of the Registrar and in the manner provided in Condition 6(b)(ii).

(ii) Distribution on Registered Perpetual Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Registered Perpetual Security shall be made by a cheque drawn in the currency in which payment is due on and mailed to the holder (or to the first named of joint holders) of such Perpetual Security at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or the Transfer Agent before the Record Date, such payment of distribution may be made by transfer to an account maintained by the payee in that currency with a bank in the principal financial centre for that currency.

(c) *Payments subject to Law etc.*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Perpetual Securityholders or Couponholders in respect of such payments.

(d) *Appointment of Agents*

The names of the initial Issuing and Paying Agent, Agent Bank, Transfer Agent and Registrar and their initial specified offices are set out below.

The Issuer and the Guarantor are, with the prior written consent of the Trustee, entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that there will at all times be (i) an Agent Bank with a specified office in Singapore, (ii) in the case of Registered Perpetual Securities, a Transfer Agent and a Registrar with a specified office in Singapore, and (iii) so long as the Perpetual Securities are listed on any stock exchange, a Paying Agent with a specified office in such place as may be required by the

rules and regulations of the relevant stock exchange (or any other relevant authority). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Perpetual Securityholders in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and/or the Guarantor (as the case may be) and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Perpetual Securityholder or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

The Agency Agreement may be amended by the Issuer, the Guarantor, the Issuing and Paying Agent, the Agent Bank, the Transfer Agent, the Registrar and the Trustee, without the consent of the holder of any Perpetual Security or Coupon, where such modification (i) is not, in the opinion of the Trustee, materially prejudicial to the interests of the Perpetual Securityholders or (ii) is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law.

(e) *Unmatured Coupons and Unexchanged Talons*

- (i) Bearer Perpetual Securities which comprise Fixed Rate Perpetual Securities should be surrendered for payment together with all unmatured Coupons (if any) relating to such Perpetual Securities, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of three years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) Subject to the provisions of the relevant Pricing Supplement, upon the due date for redemption of any Bearer Perpetual Security comprising a Floating Rate Perpetual Security, unmatured Coupons relating to such Perpetual Security (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Perpetual Security, any unexchanged Talon relating to such Perpetual Security (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Bearer Perpetual Security comprising a Floating Rate Perpetual Security is presented for redemption without all unmatured Coupons, and where any Bearer Perpetual Security is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption or repayment of any Perpetual Security is not a due date for payment of distribution, distribution accrued from the preceding due date for payment of distribution or the Distribution Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Perpetual Security or Certificate.

(f) *Talons*

On or after the Distribution Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Perpetual Security, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent on any business day in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(g) *Non-business Days*

Subject as provided in the relevant Pricing Supplement or subject as otherwise provided in these Conditions, if any date for the payment in respect of any Perpetual Security or Coupon is not a Payment Day, the holder shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to any further distribution or other payment in respect of any such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 8) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation;
 - (B) Singapore; and
 - (C) any Additional Financial Centre specified in the applicable Pricing Supplement; and
- (ii) (A) in relation to any sum payable in a Specified Currency, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, Singapore and any Additional Financial Centre) or (B) in relation to any sum payable in Euros, a day on which the TARGET System is open for settlement in Euros.

7. TAXATION

All payments of principal and distribution in respect of the Perpetual Securities and Coupons by the Issuer or, as the case may be, the Guarantor, will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Singapore or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Perpetual Securities or Coupons after such withholding or deduction shall equal the respective amounts of principal and distribution which would otherwise have been receivable in respect of the Perpetual Securities or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Perpetual Security or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

- (a) by or on behalf of a holder who is liable for such taxes or duties in respect of such Perpetual Security or Coupon by reason of his having some connection with Singapore

other than the mere holding of such Perpetual Security or Coupon or the receipt of any sums due in respect of such Perpetual Security or Coupon (including, without limitation, the holder being a resident of, or a permanent establishment in, Singapore); or

- (b) more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6(g)).

As used herein the “**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Issuing and Paying Agent, the Registrar, the Transfer Agent or the Trustee, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Perpetual Securityholders in accordance with Condition 14, and references to “**principal**” shall be deemed to include any premium payable in respect of the Perpetual Securities, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 5, “**distribution**” shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 and any reference to “**principal**” and/or “**premium**” and/or “**Redemption Amounts**” and/or “**distribution**” shall be deemed to include any additional amounts which may be payable under these Conditions.

8. PRESCRIPTION

Claims against the Issuer for payment in respect of the Perpetual Securities and Coupons will be prescribed and become void unless made within a period of three years after the Relevant Date (as defined in Condition 7) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 8 or Condition 6(e) or any Talon which would be void pursuant to Condition 6(e).

9. NON-PAYMENT

- (a) *Non-payment when Due*

Notwithstanding any of the provisions below in this Condition 9, the right to institute proceedings for Winding-up is limited to circumstances where payment has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV). In addition, nothing in this Condition 9, including any restriction on commencing proceedings, shall in any way restrict or limit the rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the Issuer and/or the Guarantor in respect of any costs, charges, fees, expenses or liabilities incurred by such party pursuant to or in connection with the Perpetual Securities, the Guarantee or the Trust Deed.

- (b) *Proceedings for Winding-up*

If (i) a final and effective order is made or an effective resolution is passed for the Winding-up of the Issuer and/or the Guarantor or (ii) the Issuer fails to make payment in respect of the Perpetual Securities when due or the Guarantor fails to pay any amount under the Guarantee when due and, in each case, such failure continues for a period of seven days in the case of principal and 14 days in the case of distribution (together, the “**Enforcement Events**”), the Issuer or, as the case may be, the Guarantor shall be deemed to be in default under the Trust Deed and the Perpetual Securities or, as the case may be, the Guarantee and the Trustee

may, subject to the provisions of Condition 9(d), institute proceedings for the Winding-up of the Issuer and/or the Guarantor and/or prove in the Winding-up of the Issuer and/or the Guarantor and/or claim in the liquidation of the Issuer and/or the Guarantor for such payment.

For the purposes of these Conditions, “**Winding-up**” means bankruptcy, winding-up, liquidation, receivership or similar proceedings.

(c) *Enforcement*

Without prejudice to Condition 9(b) but subject to the provisions of Condition 9(d), the Trustee may without further notice to the Issuer or the Guarantor institute such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce any term or condition binding on the Issuer and/or the Guarantor under the Perpetual Securities, the Guarantee or the Trust Deed, as the case may be, (other than any payment obligation of the Issuer or the Guarantor under or arising from the Perpetual Securities or the Guarantee, including, without limitation, payment of any principal or premium or satisfaction of any distributions (including any damages awarded for breach of any obligations)) and in no event shall the Issuer or the Guarantor, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

(d) *Entitlement of Trustee*

The Trustee shall not and shall not be obliged to take any of the actions referred to in Condition 9(b) or Condition 9(c) against the Issuer and/or the Guarantor to enforce the terms of the Trust Deed, the Guarantee or the Perpetual Securities unless (i) it shall have been so directed by an Extraordinary Resolution of the Perpetual Securityholders or so requested in writing by the holders of at least 25 per cent. in principal amount of the Perpetual Securities then outstanding; and (ii) it shall have been indemnified to its satisfaction.

(e) *Right of Perpetual Securityholders or Couponholder*

No Perpetual Securityholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor or to institute proceedings for the Winding-up or claim in the liquidation of the Issuer and/or the Guarantor or to prove in such Winding-up unless the Trustee, having become bound so to proceed or being able to prove in such Winding-up or claim in such liquidation, fails to do so within a reasonable period and such failure is continuing, in which case the Perpetual Securityholder or Couponholder shall have only such rights against the Issuer and/or the Guarantor as those which the Trustee is entitled to exercise as set out in this Condition 9.

(f) *Extent of Perpetual Securityholders' Remedy*

No remedy against the Issuer or the Guarantor, other than as referred to in this Condition 9, shall be available to the Trustee or the Perpetual Securityholders or Couponholders, whether for the recovery of amounts owing in respect of the Trust Deed, the Perpetual Securities or the Guarantee or in respect of any breach by the Issuer or the Guarantor of any of its other obligations under or in respect of the Trust Deed, the Perpetual Securities or the Guarantee (as applicable).

10. MEETING OF PERPETUAL SECURITYHOLDERS AND MODIFICATIONS

The Trust Deed contains provisions for convening meetings of the Perpetual Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Perpetual Securities, the Coupons or any of the provisions

of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor, the Trustee or Perpetual Securityholders holding not less than 10 per cent. in principal amount of the Perpetual Securities for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in principal amount of the Perpetual Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing Perpetual Securityholders whatever the principal amount of the Perpetual Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Perpetual Securities, the Coupons (including modifying any date for payment of distribution thereon, reducing or cancelling the amount of principal or the rate of distribution payable in respect of the Perpetual Securities or altering the currency of payment of the Perpetual Securities, or the Coupons) or the Trust Deed, the quorum shall be one or more persons holding or representing not less than two-thirds in principal amount of the Perpetual Securities for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one third in principal amount of the Perpetual Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Perpetual Securityholders shall be binding on all the Perpetual Securityholders, whether or not they are present at the meeting and on all Couponholders.

The Trustee, the Issuer and the Guarantor may agree, without the consent of the Perpetual Securityholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Perpetual Security or the Trust Deed, or determine, without any such consent as aforesaid, that any Enforcement Event shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Perpetual Securityholders so to do or may agree, without any such consent as aforesaid, to any modification of the Perpetual Securities, the Coupons, the Talons, the Conditions, the Pricing Supplement or the Trust Deed which is of a formal, minor or technical nature or to correct a manifest error or to comply with the mandatory provisions of the law. Any such modification, waiver or authorisation shall be binding on the Perpetual Securityholders and the Couponholders and, if so required by the Trustee, any such modification shall be notified to the Perpetual Securityholders in accordance with Condition 14 as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the interests of the Perpetual Securityholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers, authorities and discretions for individual Perpetual Securityholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Perpetual Securityholders or Couponholder be entitled to claim, from the Issuer or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Perpetual Securityholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

11. REPLACEMENT OF PERPETUAL SECURITIES, CERTIFICATES, COUPONS AND TALONS

Should any Perpetual Security, Certificate, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Issuing and Paying Agent (in the case of Bearer Perpetual Securities, Coupons or Talons) and of the Registrar (in the case of Certificates) upon payment by the claimant of such costs and expenses as

may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may require. Mutilated or defaced Perpetual Securities, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12. FURTHER ISSUES

The Issuer shall be at liberty, from time to time, without the consent of the Perpetual Securityholders or Couponholders, to create and issue further perpetual securities having terms and conditions the same as the Perpetual Securities or the same in all respects save for the amount and date of the first payment of distribution thereon and so that the same shall be consolidated and form a single Series with the outstanding Perpetual Securities. The Trust Deed contains provisions for convening a single meeting of Perpetual Securityholders and the holders of perpetual securities of other series in certain circumstances where the Trustee so decides.

13. INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trust Deed also contains a provision entitling the Trustee to enter into business transactions with the Issuer, the Guarantor or any of their related corporations without accounting to the Perpetual Securityholders or Couponholders for any profit resulting from such transactions. Each Perpetual Securityholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of each of the Issuer and the Guarantor, and the Trustee shall not at any time have any responsibility for the same and each Perpetual Securityholder shall not rely on the Trustee in respect thereof.

14. NOTICES

All notices to the holders of Perpetual Securities will be deemed to be validly given if published in a leading English language newspaper of general circulation in Singapore. It is expected that such publication will be made in *The Business Times*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange (or any other relevant authority) on which the Perpetual Securities are for the time being listed. Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above. Notices to the holders of Registered Perpetual Securities shall be valid if mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing.

If publication as provided above is not practicable, notice will be given in such other manner and will be deemed to have been given on such date, as the Trustee shall approve.

So long as the Perpetual Securities are represented by a Global Security or a Global Certificate and such Global Security or Global Certificate is held in its entirety by Euroclear, Clearstream, Luxembourg and/or the Depository, and the rules of Euroclear, Clearstream, Luxembourg and/or the Depository so permit, there may be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or (subject to the agreement of the Depository) the Depository for communication by them to the Perpetual Securityholders, except that if the Perpetual Securities are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be published in accordance with the previous paragraph. Any such notice shall be deemed to have been given to the Perpetual Securityholders on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or the Depository.

Notices to be given by any Perpetual Securityholder shall be in writing and given by lodging the same, together (in the case of any Perpetual Security in definitive form) with the relevant Perpetual Security or Perpetual Securities, with the Issuing and Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Certificates). Whilst any of the Perpetual Securities are represented by a Global Security or a Global Certificate, such notice may be given by any Perpetual Securityholder to the Issuing and Paying Agent or, as the case may be, the Registrar through Euroclear, Clearstream, Luxembourg and/or the Depository in such manner (if any) as the Issuing and Paying Agent or, as the case may be, the Registrar and Euroclear, Clearstream, Luxembourg and/or the Depository may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where all the Perpetual Securityholders can be identified, notice to such holders may be given individually by recorded delivery mail to their registered or recorded addresses and will be deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing.

15. THIRD PARTY RIGHTS

A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16. GOVERNING LAW

The Trust Deed, the Agency Agreement, the Perpetual Securities, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of Singapore.

USE OF PROCEEDS

The net proceeds from each issue of Securities will be applied by the Issuer for funding the working capital and capital expenditure requirements and refinancing indebtedness of the F&N Group or such other purpose as may be specified in the applicable Pricing Supplement.

CAPITALISATION AND INDEBTEDNESS OF THE ISSUER AND THE GROUP

The following table sets out the consolidated capitalisation and indebtedness of the Issuer and the Group.

The information presented here has been extracted from the audited consolidated financial statements of the Guarantor as at 30 September 2015.

As at 30 September 2015 (audited)

	Issuer (S\$'000)	Group (S\$'000)
Share capital – issued and fully paid ⁽¹⁾	100	849,301
Treasury shares	–	(5,759)
Reserves	48,151	1,424,507
Shareholders' funds	<u>48,251</u>	<u>2,268,049</u>
Long term indebtedness		
Finance lease	–	25
Bank borrowings	–	–
Term loans	–	97,899
Short term indebtedness		
Finance lease	–	12
Bank borrowings	–	2,008
Term loans	–	531
Total indebtedness	<u>–</u>	<u>100,475</u>

(1) The number of issued and fully paid shares of the Guarantor as at 30 September 2015 is 1,447,077,754.

DESCRIPTION OF THE ISSUER

1. History and Business

The Issuer was incorporated as a private company with limited liability under the laws of the Republic of Singapore on 27 November 2006. It is a wholly-owned subsidiary of the Guarantor.

Its principal activities are to provide financial and treasury services to entities within the F&N Group.

Such activities include arranging fund raising from debt capital markets and banks, managing foreign exchange and interest rate risks on behalf of the F&N Group, managing surplus funds, managing banking relationships for the F&N Group, formulating and administering treasury policies of the F&N Group, managing and controlling bank accounts and certain payment functions of the F&N Group and from time to time, providing advisory services to companies within the F&N Group.

2. Registered Office

The registered office of the Issuer as at the date of this Information Memorandum is at 438 Alexandra Road, #20-00 Alexandra Point, Singapore 119958.

3. Shareholding and Capital

As at the date of this Information Memorandum, the issued share capital of the Issuer is S\$100,000 comprising 100,000 ordinary shares.

4. Directors

The directors of the Issuer as at the date of this Information Memorandum are Hui Choon Kit and Anthony Cheong Fook Seng.

DESCRIPTION OF THE GUARANTOR

1. Overview

The Guarantor is a limited liability company incorporated in Singapore in 1898.

Since its establishment, the F&N Group, as a leading consumer group in SEA, has launched numerous well-known and reputable brands in the Food & Beverage (as defined below) and Publishing & Printing (as defined below) industries that enjoy market leadership across a mix of various segments including soft drinks, dairies as well as publishing and printing services. These include *100PLUS*, *F&N Nutrisoy*, *F&N Seasons*, *F&N Ice Mountain*, *F&N*, *F&N Fruit Tree Fresh*, *Times*, *Marshall Cavendish* and, prior to the divestment of the Guarantor's entire interest in Asia Pacific Breweries Limited and other assets in Asia Pacific Investment Pte Ltd in 2012, *Tiger* beer.

Prior to the demerger of the Guarantor's property business held through its then wholly-owned subsidiary Frasers Centrepoint Limited ("**FCL**") by way of a dividend *in specie* and the listing of FCL on the SGX-ST in 2014, the F&N Group enjoyed a leading presence in the property industry through a portfolio of residential properties, retail malls and serviced residences.

Today, the F&N Group is principally engaged in the production and sale of beverages and dairy products ("**Food & Beverage**") and publishing and printing ("**Publishing & Printing**") and is part of the companies and entities of the TCC group (the "**TCC Group**") controlled by Mr Charoen Sirivadhanabhakdi and Khunying Wanna Sirivadhanabhakdi. The TCC Group is among the largest businesses in SEA whose portfolio of investments covers a wide range of industry sectors including food and beverage, real estate, consumer products, insurance and agriculture.

As at the Latest Practicable Date, the Guarantor has a market capitalisation of approximately S\$3.1 billion and has a presence in over 11 countries across Asia Pacific, Europe, the U.K. and the U.S.

2. Principal Activities

The principal activities of the F&N Group are:

- (a) Food & Beverage; and
- (b) Publishing & Printing.

The F&N Group is headquartered in Singapore and has a portfolio of renowned brands that enjoy strong market leadership, with a presence in over 11 countries across Asia Pacific, Europe, the U.K. and the U.S.



Soft Drinks

- Indonesia
- Malaysia
- Myanmar
- Singapore
- Thailand
- Vietnam

Manufacturing Plants:

- Pahang, Malaysia
- Sabah, Malaysia
- Sarawak, Malaysia (2)
- Selangor, Malaysia

Dairies

- Malaysia
- Singapore
- Thailand
- Vietnam¹

Manufacturing Plants:

- Klang, Malaysia
- Singapore
- Ayutthaya, Thailand
- Nakhon Ratchasima, Thailand

Ice Cream

- Malaysia
- Singapore
- Thailand

Manufacturing Plants:

- Selangor, Malaysia
- Bangkok, Thailand

Publishing & Printing

- Australia
- Chile
- China
- Hong Kong
- Malaysia
- Singapore
- Thailand
- United States of America
- United Kingdom

Manufacturing Plants:

- Guangzhou, China
- Shanxi, China
- Selangor, Malaysia
- Singapore

Note :

1 11.04% stake in Vinamilk as at 30 September 2015.

A. Food & Beverage

The principal activities of the F&N Group in the Food & Beverage business are the production and sale of beverages and dairy products.

The F&N Group's Food & Beverage business has operations and investments mainly in Singapore, Malaysia, Thailand, Vietnam and Myanmar.

In 2015, the F&N Group occupied market leadership positions in various Food & Beverage segments, including the isotonic drinks, soya, canned milk and ready-to-drink tea segments, in Singapore, Malaysia and Thailand.

Key beverage brands

As at the Latest Practicable Date, the F&N Group owns a portfolio of reputable beverage brands, including *100PLUS* for isotonic beverages, *F&N Nutrisoy*, *F&N Seasons* and *F&N Fruit Tree Fresh* for the soya, tea and ready-to-drink juice segments, *F&N* for carbonated soft drinks and *F&N Ice Mountain* for water.

100PLUS

100PLUS was launched as an isotonic beverage in 1983 to meet the hydration needs of consumers with active lifestyles. Endorsed by the Health Promotion Board of Singapore, its unique formula combines fluids, carbohydrates and electrolytes to help restore what the body loses during physical exertion and rehydrate the body to its optimal hydration balance. Since its launch in 1983, *100PLUS* is available in over 20 countries and has become the leading isotonic beverage in Singapore, Malaysia, Thailand and Myanmar and the leading carbonated soft drinks brand in Malaysia.

In February 2015, the F&N Group launched *100PLUS* in Thailand. Within a year of its launch, *100PLUS* captured an 11% market share in the isotonic drinks segment in Thailand.

In August 2016, the Guarantor announced that its wholly-owned subsidiary, F&N Foods Pte Ltd, had incorporated a wholly-owned subsidiary in Vietnam named F&N Vietnam Limited Liability Company in connection with the distribution and trading of non-alcoholic beverages (including *100PLUS*) and beer in Vietnam.

To drive product availability in Vietnam, *100PLUS* was launched in 400 convenience stores and other modern trade distribution points. Several marketing campaigns were also executed in Vietnam to drive brand awareness and sales of *100PLUS*, including sponsoring the Color Me Run in Ho Chi Minh City and participating as a hydration partner for major sporting events such as the Ho Chi Minh City Journalist Association Futsal Tournament and the Danang International Marathon.

F&N Nutrisoy

F&N Nutrisoy is the leading soya brand in Malaysia and Singapore, with endorsements from the Singapore Heart Foundation and the Health Promotion Board of Singapore as a "healthier choice" beverage.

In response to the growing demand for beverages with less or no sugar, *F&N Nutrisoy* "Omega No Sugar Added" was launched and became the fastest growing variant in the F&N Group's soya milk portfolio. In addition, a 475ml single-serve pack was introduced in April 2015 to offer consumers the convenience of having fresh soya milk on-the-go.

The F&N Group introduced *F&N Nutrisoy* to consumers in a few key cities in Myanmar (Yangon, Mandalay and Naypyidaw) in 2015 and plans to roll out the product throughout the country.

F&N Sparkling Drinks

F&N Sparkling Drinks is one of the top flavoured carbonated soft drinks brands in Malaysia and offers a wide range of flavours, including “Outrageous Orange”, “Cheeky Cherryade”, “Ice Cream Soda”, “Clearly Citrus”, “Sarsi”, “Groovy Grape”, “Flashy Fruitade” and “Zesty Zapple”. In addition, *F&N Sparkling Drinks* also includes mixers such as Club Soda and Tonic Water and cordials in flavours such as “Orange Squash” and “Rose Syrup”.

F&N Ice Mountain

F&N Ice Mountain is a naturally sourced mineral water. In addition to being Singapore’s leading brand of bottled water, *F&N Ice Mountain* has also earned itself a spot as one of Malaysia’s favourite thirst quenchers.

In 2015, the F&N Group expanded its range of products under the brand by introducing zero-calories sparkling water in two flavours (lemon and grapefruit) in Singapore.

F&N Seasons and OISHI

F&N Seasons and *OISHI* are the ready-to-drink tea brands of the F&N Group and Thai Beverage Public Company Limited (“**ThaiBev**”) respectively.

F&N Seasons aims to provide products that are derived from natural ingredients to promote healthy living. The brand offers a variety of black tea flavours including “Ice Lemon Tea”, “Ice Peach Tea” and “Ice Apple Tea” and Asian-inspired flavours such as “White Chrysanthemum Tea”, “Barley”, “Grass Jelly”, “Winter Melon Tea” and “Water Chestnut”. *F&N Seasons* is a preeminent brand of ice lemon tea in Malaysia.

The F&N Group launched *OISHI*, a product of ThaiBev and Thailand’s best-selling green tea, in Malaysia in 2013 and in Singapore in 2015. The launch of *OISHI* in Malaysia and Singapore expedited the F&N Group’s expansion into the fast growing ready-to-drink green tea markets in both countries.

Key dairy product brands

The F&N Group’s portfolio of dairy product brands include *F&N Magnolia*, *F&N Daisy* and *Farmhouse* for liquid milk, *F&N*, *F&N Tea Pot*, *Gold Coin* and *Blue Cow* for canned milk, and *F&N Fruit Tree Fresh* for juices.

F&N Magnolia

F&N Magnolia was first launched in 1937. Today, it is a trusted and leading dairy brand in Singapore. As at the Latest Practicable Date, *F&N Magnolia* offers a range of products from pasteurised milk, UHT milk, sterilised milk, yoghurt drinks to ice cream in Singapore, Malaysia and Thailand.

In May 2015, the F&N Group expanded its liquid milk offering in Thailand by introducing its first functional UHT milk product, *F&N Magnolia* “Gingko Plus”, in three flavours (plain, chocolate and white malt) in 180ml tetra pack sizes. To build awareness, an integrated marketing campaign was employed, which included above-the-line advertising, in-store promotions as well as a massive sampling exercise to over a million consumers nationwide.

As a result of successful marketing activities, *F&N Magnolia* “Gingko Plus” became one of the leading products in Thailand’s 180ml-pack size UHT milk segment within four months of its launch.

The F&N Group also offers ice cream under the *F&N Magnolia* brand. *F&N Magnolia*’s ice cream is sold under packagings such as “*F&N Magnolia Cravio*”, “*F&N Magnolia Gotcha*”, “*F&N Magnolia Mag-A-Cone*”, “*F&N Magnolia Sawasdee*”, “*F&N Magnolia Tropical Sling*” and “*F&N Magnolia Tub*”.

F&N Canned Milk

The F&N Group is a leader in the canned milk market in Singapore, Malaysia and Thailand, with brands such as *F&N*, *F&N Tea Pot*, *Gold Coin*, *Blue Cow* and third-party brands such as *Carnation*.

In Thailand, the F&N Group is the leader in the total canned milk market with brands like *Carnation* and *F&N Tea Pot*. *Carnation* is a premium evaporated milk brand with two-thirds of the market share in Thailand.

In Malaysia, the F&N Group is the market leader in the canned milk segment with *F&N* and *F&N Tea Pot*. Riding on the strength of their brands, the F&N Group re-introduced a premium quality condensed milk, *F&N* “Full Cream Sweetened Condensed Milk”, in Malaysia in FY2015.

Farmhouse

Farmhouse offers a range of Australian milk products including fresh milk and UHT milk in Malaysia and Singapore.

In Malaysia, the F&N Group introduced *Farmhouse* UHT milk as an extension of its existing range of fresh milk products in order to tap into the UHT milk segment in Malaysia, which has the largest ready-to-drink milk market.

F&N Fruit Tree Fresh

F&N Fruit Tree Fresh offers juices made from real fruit juices, fortified with vitamins without preservatives. In FY2015, the F&N Group launched a number of campaigns to further promote the drinks under this brand, including the *F&N Fruit Tree Fresh*’s “Live Juicy” campaign and partnership with a popular Hollywood animated movie to increase brand visibility in Singapore.

Other Food & Beverage products

The F&N Group also offers other products such as cereal bars and yoghurt under the brand *F&N aLive*, ice creams under the brands *F&N Magnolia*, *King’s*, *Meadow Gold* and *JWEL* and yoghurt drinks under the brand *F&N Magnolia*.

King’s

King’s aims to offer quality ice creams at reasonable prices. Its product offering includes the signature Potong ice cream in traditional Asian-inspired flavours and ice cream in sticks, cups and take-away tubs in other innovative flavours. In Singapore, *King’s* Potong added a new cempedak flavor to its range, offered in a multipack with the popular red bean flavor. In Malaysia, to promote the value tub segment, the F&N Group partnered with a celebrity chef to develop 12 dessert recipes with *King’s* ice cream. The campaign included nationwide

roadshows, specially-designed Chinese New Year and Hari Raya festive packs, in-store media investment over a period of nine months across Malaysia and a joint promotion with the chef's cafe to promote *King's* 1.2-litre tub range of ice cream.

Meadow Gold

Meadow Gold offers a selection of premium ice cream with flavours such as “Lush Red Velvet”, “Delectable Caramel Pecan”, “Bold Chocolate Decadence” and “Heavenly Macadamia”. *Meadow Gold's* ice cream products include premium ingredients that give added crunch and flavor to the ice cream.

Subsidiaries and Partnerships

The F&N Group's significant subsidiaries and partnerships in the Food & Beverage business are listed below.

Fraser & Neave Holdings Bhd

The F&N Group's soft drinks and dairy businesses are operated primarily through F&NHB, which is listed on Bursa Malaysia with a market capitalisation of approximately RM9.0 billion (approximately S\$3.0 billion based on an exchange rate of RM3.0:S\$1.00) as at the Latest Practicable Date. The Guarantor holds a 55.6% direct interest in F&NHB as at the Latest Practicable Date.

F&NHB's soft drinks business is conducted through F&N Beverages Marketing Sdn Bhd, which has since become one of Malaysia's larger soft drinks manufacturers and distributors, with a portfolio of licensed brands from the Guarantor, including *100PLUS*, *F&N Seasons* and *F&N Ice Mountain*. F&N Beverages Marketing Sdn Bhd operates five manufacturing plants in Malaysia.

F&NHB's dairy business is conducted mainly through F&N Dairies (M) Sdn Bhd, one of the oldest and larger producers of canned milk in the region, exporting to over 40 countries worldwide. It is also a leading market player in the canned milk industry in Malaysia with a portfolio of well-loved brands including *F&N*, *F&N Tea Pot*, *Carnation* and *Gold Coin*. In addition to canned milk, F&N Dairies (M) Sdn Bhd also offers liquid milk under the brand *F&N Magnolia* and *Farmhouse* and juices under the *F&N Fruit Tree Fresh* brand.

In May 2016, the Guarantor announced plans to invest over S\$70 million through F&NHB to boost its capacity and to drive business growth in Malaysia. The S\$70 million will be invested in, amongst others, an aseptic cold-filling polyethylene terephthalate (“PET”) bottle line, a warehouse facility, as well as an ultra-high temperature (“UHT”) processing line. Once complete, both the aseptic cold-filling PET bottle line and UHT processing line will boost production capacity by 6.5 million cases and 3.4 million cases per year respectively. These projects are part of F&NHB's total S\$102 million capital expenditure committed over two years in Malaysia, one of the F&N Group's core markets, to sustain the F&N Group's position as one of the most competitive producers in the industry and to extend its product offerings and packaging formats. The PET bottle line and warehouse facility are expected to be operational by 2017 and the UHT processing line is expected to be operational by the end of 2016.

In Thailand, F&NHB's dairy business is conducted through F&N Dairies (Thailand) Ltd (“F&N DNT”). Since its establishment in 2007, F&N DNT is now a market leader in Thailand in the sterilised milk and evaporated milk segments with brands including *Bear Brand*, *Carnation*, *F&N Tea Pot* and *F&N Magnolia*. To meet the growing demand for canned milk, F&N DNT upgraded the production capacity of its manufacturing plant in Rojana, Thailand. Production

capacity for evaporated milk increased from 700 to 1,100 cans per minute, thus increasing supply by 300,000 cases a month. Likewise, the number of production lines for sweetened condensed milk doubled from four to eight, increasing supply by 400,000 cases a month.

In 2015, following the renewal of Nestlé S.A.'s licensing agreements, F&NDT invested a further 300 million Thai Baht (approximately S\$12 million) into a filling and packaging line at its manufacturing plant in Rojana, Thailand to manufacture *Carnation* evaporated milk.

Vietnam Dairy Products Joint Stock Company (“Vinamilk”)

Vinamilk was established in 1976 and its principal activities include processing, producing and trading fresh milk, packed milk, powdered milk and other dairy products and raising cattle. It offers a wide range of dairy products such as Vinamilk liquid milk, Vinamilk yoghurt, Longevity sweetened condensed milk, Southern Star Sweetened Condensed Creamer, Dielac powdered milk and Vresh Fruit Juice. As at the Latest Practicable Date, Vinamilk is Vietnam's largest milk producer with a portfolio of well-known brands and a strong distribution network.

The F&N Group completed the acquisition of an additional 15 million Vinamilk shares in August 2014 which increased its interest in Vinamilk to approximately 11.04%.

Yoke Food Industries Sdn Bhd (“YFI”)

YFI is a Malaysia-based company established in 1993 that manufactures, markets and distributes canned beverages in Malaysia, as well as exports to Singapore, Indonesia and Indochina, under brands such as *Day Day*, *SoSoy* and *Juice Secret*. In April 2014, the F&N Group, through its wholly-owned subsidiary, Magnolia-PDL Dairies (1993) Sdn Bhd, acquired a 70% stake in YFI for approximately S\$21.0 million (the “**YFI Acquisition**”). Besides securing YFI's production capacity in the fast-growing non-carbonated beverages segment, the YFI Acquisition offered an increased opportunity for the distribution and marketing of the F&N Group's brands in SEA. Together with YFI, the F&N Group stands to benefit from greater economies of scale and a broader portfolio of brands.

Warburg Vending Pte Ltd, Warburg Engineering Pte. Ltd. and Warburg Vending Services Pte. Ltd. (together, the “Warburg Companies”)

The Warburg Companies are leading players in the Singapore vending machine business with over 18 years of operational experience. In July 2016, the F&N Group, through its wholly-owned subsidiary, F&N Foods Pte Ltd, acquired the entire issued share capital of each of the Warburg Companies (the “**Warburg Acquisition**”). The consolidation of the Warburg Companies' and the F&N Group's vending operations and customer bases is a strategic fit with the F&N Group's Food & Beverage business. The Warburg Acquisition is expected to expand the F&N Group's vending network and increase its brand visibility in both public and private segments, across educational, industrial and commercial sectors in Singapore.

B. Publishing & Printing

The principal activities of the F&N Group in the Publishing & Printing business are publishing, printing, distribution and retail. Its publishing business is principally carried out through its wholly-owned subsidiary, Times Publishing Limited and its subsidiaries (together, the “**TPL Group**”), under the brand *Marshall Cavendish*. Its printing business is carried out through *Times Printers* which has printing presses in China, Malaysia and Singapore. Its retail business is carried out through retail stores such as *Times bookstores* and *Times Travel* in

Singapore and Malaysia. Its distribution business is carried out primarily through *Pansing*, which distributes books, magazines, home entertainment and lifestyle products and accessories in Singapore, Malaysia, Hong Kong and Australia.

Subsidiaries and Partnerships

The F&N Group's significant subsidiaries and partnerships in the Publishing & Printing business are listed below.

TPL Group

The TPL Group is one of the premier media groups in the Asia Pacific region and is highly regarded for its dedication to four core competencies – publishing, printing, distribution and retail.

Marshall Cavendish

The F&N Group's publishing business is principally carried out under the brand *Marshall Cavendish*. As a major international content provider, *Marshall Cavendish* publishes in numerous languages with extensive works spanning a wide variety of genres including education, general interest, business information and home reference. These works are presented in formats ranging from books and directories to magazines and digital platforms.

Marshall Cavendish has many internationally acclaimed and award-winning imprints such as *Marshall Cavendish Education* and *Marshall Cavendish Editions*. *Marshall Cavendish Education*, together with the Ministry of Education of Singapore, co-published Singapore's first textbook series for the English, Mathematics, Science, Chinese, Malay and Tamil subjects. *Marshall Cavendish Education* is also the first Asia-based publisher to be awarded the tender by the Ministry of Education of Chile to provide "Mi Matemática", a new primary school mathematics series, to all public schools in Chile in 2014. *Marshall Cavendish Education's* "Earlybird Kindergarten Mathematics", "Primary Mathematics" and "Math in Focus" series are also available to students in 50 states in the U.S. These publications are the first Asian content approved for use in schools in the U.S.

Times Printers

Times Printers Pte Ltd, a member of the TPL Group, has provided integrated print solutions for more than 45 years and is widely recognised as the printer of choice for leading national and international publishers and corporations. It has three printing plants in Asia and an extensive international sales network established in key cities in the U.S., the U.K., Europe, Chile, Mexico, Canada, Australia, China, Hong Kong and Malaysia. The presses are upgraded periodically to offer customers the latest in printing technology and the highest product quality.

In 2015, the F&N Group undertook a major review of its printing operations and restructured the printing division by rightsizing its workforce and printing capacity, thereby reducing its costs and aligning its print assets to adapt to technological changes.

Pansing Distribution Private Limited ("PDPL")

The F&N Group's distribution business is carried out primarily through PDPL, a member of the TPL Group and one of the larger distributors of books and magazines in Singapore, Malaysia and Hong Kong with a network of more than 4,000 consumer touch points that include bookshops, newsstands, supermarkets, convenience stores, hotel outlets, petrol kiosks, libraries and universities.

Times bookstores and Times Travel

Established in 1978, Times The Bookshop Pte Ltd., a member of the TPL Group, is a leading retailer of books and complementary products, with a chain of stores in Singapore and Malaysia. *Times Travel* was specially developed for the travel retail market, offering the latest product mix and an enhanced retail store environment and experience for travellers on the go.

In 2015, to adapt to changing market needs, *Times bookstores* underwent a rebranding exercise aimed at strengthening the positioning of *Times bookstores* as a family-oriented lifestyle retailer with a strong emphasis on the children's sector. A key element of this involved refreshing and refining its current merchandise mix by providing a more consumer-holistic approach to books and education retailing. *Times bookstores* also opened a new lifestyle concept bookstore at Marina Square in Singapore in September 2015 and a flagship bookstore at Waterway Point in Punggol in March 2016.

In response to the changing needs of consumers, the F&N Group is also investing in the development of an e-commerce business as part of its effort to reach online consumers.

3. Financial Summary

The summary financial information of the Group for FY2014 and FY2015 set forth below has been extracted from the audited consolidated financial statements of the Guarantor for FY2015.

3.1 Balance Sheet

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Fixed assets	464,388	663,950
Investment properties	35,018	40,702
Properties under development	17,848	21,276
Joint venture companies	43,736	49,358
Associated companies	41,860	49,866
Intangible assets	78,750	89,687
Brands	27,481	35,280
Other investments	844,780	701,613
Other receivables	1,580	1,295
Deferred tax assets	18,156	25,872
Bank fixed deposits	3,874	4,672
Current assets		
Cash	961,705	355,181
Others	603,693	640,353
Current liabilities		
Borrowings	2,551	22,990
Others	443,838	471,623
Non-current liabilities		
Borrowings	97,924	118,753
Others	42,479	63,358
	<u>2,556,077</u>	<u>2,002,381</u>

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Financed by:		
Share capital	849,301	844,585
Treasury shares	(5,759)	(23)
Reserves	1,424,507	760,268
	<u>2,268,049</u>	<u>1,604,830</u>
Non-controlling interests	288,028	397,551
	<u>2,556,077</u>	<u>2,002,381</u>

3.2 Profit and Loss

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Revenue	2,103,793	2,093,036
Cost of sales	(1,425,111)	(1,434,297)
Gross Profit	678,682	658,739
Other Income (net)	12,749	25,986
Operating expenses		
Distribution	(174,867)	(178,783)
Marketing	(278,431)	(229,319)
Administration	(150,962)	(132,382)
	<u>(604,260)</u>	<u>(540,484)</u>
Trading Profit	87,171	144,241
Share of joint venture company's loss	(1,229)	(351)
Share of associated companies' profit	3,930	2,739
Gross income from investments	41,691	22,902
Profit before interest and taxation	131,563	169,531
Net interest income	179	8,638
Profit before fair value adjustment, taxation and exceptional items	131,742	178,169
Fair value adjustment of investment properties	(2,311)	265
Profit before taxation and exceptional items	129,431	178,434
Exceptional items	(27,706)	(100,886)
Profit before taxation	101,725	77,548
Taxation	(19,316)	(26,563)
Profit from continuing operations after taxation	82,409	50,985
Discontinued Operations		
Profit from discontinued operations, net of taxation	95,289	222,317
Gain on disposal of discontinued operations	541,531	–
Loss on distribution <i>in specie</i> of discontinued operations	–	(17,661)
Profit after taxation	<u>719,229</u>	<u>255,641</u>
Attributable Profit to:		
Shareholders of the Company		
Before fair value adjustment and exceptional items		
Continuing Operations	63,034	97,557
Discontinued Operations	52,409	165,326
	115,443	262,883

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Fair value adjustment of investment properties from continuing operations	(964)	265
Gain on disposal of discontinued operations	541,531	–
Loss on distribution <i>in specie</i> of discontinued operations	–	(17,661)
Exceptional items		
Continuing Operations	(23,394)	(100,193)
Discontinued Operations	–	1,798
	(23,394)	(98,395)
	632,616	147,092
Non-controlling interests		
Continuing Operations	43,733	53,356
Discontinued Operations	42,880	55,193
	86,613	108,549
	719,229	255,641

3.3 Cash Flow

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Profit before taxation and exceptional items from continuing operations	129,431	178,434
Profit before taxation and exceptional items from discontinued operations	123,526	273,626
Profit before taxation and exceptional items	252,957	452,060
Adjustment for:		
Non cash items	73,682	(98,311)
Changes in working capital	(65,889)	(92,085)
Interest income received	6,306	11,136
Interest expenses paid	(6,383)	(22,166)
Income taxes paid	(34,230)	(50,085)
Payment of employee benefits	(1,603)	(1,923)
Net cash from operating activities	224,840	198,626
Dividends from associated companies	1,129	15,829
Investment income	41,691	23,027
Proceeds from sale of fixed assets	728	1,578
Proceeds from sale of short term investments	–	101
Net cash outflow on distribution in specie and liquidation of subsidiary companies	–	(700,504)
Net cash inflow from disposal of a subsidiary company	558,747	–
Purchase of fixed assets and investment properties	(56,075)	(62,484)
Purchase of other investments	–	(110,024)
Net cash outflow on acquisition of subsidiary companies	–	(13,169)
Payment for intangible assets	(11,768)	(12,217)
Development expenditure on investment properties under construction	–	(705,772)
Investments in associated companies	–	(2,526)
Loan to a joint venture company	(2,163)	(17,001)
Repayment of loans from associated companies	–	8,071
Net cash from/(used in) investing activities	532,289	(1,575,091)
Repayment of term loans and bank borrowings	(17,235)	(1,067,955)
Purchase of treasury shares	(5,736)	–
Purchase of shares by a subsidiary company	(3,851)	–

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Capital reduction	–	(606,861)
Repayment of loans by a related party	–	1,715,714
Proceeds from issue of shares by subsidiary companies to non-controlling interests	2,870	7,056
Payment of dividends:		
– by subsidiary companies to non-controlling interests	(29,213)	(54,300)
– by the Company to shareholders	(72,353)	(202,286)
Net cash used in financing activities	<u>(125,518)</u>	<u>(208,632)</u>
Net increase/(decrease) in cash and cash equivalents	631,611	(1,585,097)
Cash and cash equivalents at beginning of year	354,326	1,942,507
Reclassified to assets held for sale	(101)	–
Effects of exchange rate changes on cash and cash equivalents	<u>(24,800)</u>	<u>(3,084)</u>
Cash and cash equivalents at end of year	<u>961,036</u>	<u>354,326</u>
Cash and cash equivalents at end of year comprise:		
Cash and bank deposits	961,705	355,181
Bank overdrafts	(669)	(855)
	<u>961,036</u>	<u>354,326</u>

3.4 Summary of the Group's (i) Revenue, (ii) Profit Before Interest and Tax and (iii) Attributable Profits (before Exceptional Items) by Segment

	FY2015 (S\$'000)	FY2014 (S\$'000) (Restated)
Revenue		
Beverages	638,595	641,411
Dairies	1,123,537	1,099,017
Printing & Publishing	340,945	352,311
Others	716	297
	<u>2,103,793</u>	<u>2,093,036</u>
Profit Before Interest and Tax		
Beverages	38,171	66,610
Dairies	68,800	56,655
Printing & Publishing	(15,266)	5,480
Others	39,858	40,786
	<u>131,563</u>	<u>169,531</u>
Attributable Profit/(Loss) from Continuing Operations (Before Exceptional Items and Fair Value Adjustments)		
Dairies	9,445	27,814
Breweries	27,216	25,809
Printing & Publishing	(16,877)	7,424
Others	43,250	36,510
	<u>63,034</u>	<u>97,557</u>

4. Financial Review

FY2015 compared with FY2014

Revenue in FY2014 was S\$2,093 million and increased by 1% to S\$2,104 million in FY2015. Revenue from food and beverage increased 1% to S\$1,762 million in FY2015, supported by volume growth in dairies. Revenue from publishing and printing decreased 3% to S\$341 million in FY2015 due to continuing difficult economic conditions and changing consumer behaviour.

Profit before interest and tax (“**PBIT**”) decreased to S\$132 million in FY2015, which was 22% lower than FY2014, largely impacted by lower contribution from soft drinks and losses from publishing and printing.

Attributable profit, including discontinued operations of Myanmar Brewery Limited (“**MBL**”), was S\$633 million after exceptional charges and the divestment of MBL. Basic earnings per share on continuing operations (before fair value adjustment and exceptional items) of 4.4 cents in FY2015 was lower than the 6.8 cents in FY2014.

Food and Beverage

Revenue from soft drinks was S\$641 million in FY2014 and decreased to S\$639 million in FY2015, while PBIT decreased by 43%. The weaker performance was due to brand investment outlay for regional expansion, higher marketing costs for new product launches, weaker Ringgit, as well as lost sales due to the floods in the east coast of Malaysia in 1Q2015.

Revenue from dairies was S\$1,099 million in FY2014 and increased by 2% in FY2015. The increase in revenue came on the back of a 6% growth in sales volume, supported by the strong performance of F&N Dairies (Thailand) Limited whose sales volume grew 7%. PBIT increased by 21% in FY2015 mainly due to a higher volume of sale of canned milk across key brands and lower input costs, despite a weaker Ringgit.

Publishing and Printing

Revenue from publishing and printing was S\$352 million in FY2014 and decreased by 3% to S\$341 million in FY2015 as revenue from the printing operations fell mainly due to lower print orders and industry overcapacity which led to depressed selling prices. During the year, a rationalisation exercise was carried out to reposition various printing plants to address the issue of overcapacity and technological changes in the plant and machinery. This led to an accelerated change in depreciation rates which caused a one-off catch up of depreciation charges. In addition, there was a prudent increase in provisions for bad debts to address volatile market conditions, impairment provisions in intangible assets, higher stock returns from book distribution due to the negative effect of the implementation of goods and services tax in Malaysia which, together with the lower revenue, were the main contributors to the loss before tax of S\$16 million. In addition, as a result of the above rationalisation exercise, restructuring costs which comprise a one-off non-cash impairment charge on the printing assets and redundancy costs totalling S\$26 million were incurred and this is reflected separately as “Exceptional items” in the profit statement.

Discontinued Operations

After unanimous shareholder approval in November 2013, the demerger of the F&N Group's property-related business was completed on 9 January 2014. This was effected through a distribution *in specie* of two FCL shares for each Fraser and Neave, Limited share, at no cost to shareholders.

On 19 August 2015, the Group completed the sale of its 55% stake in MBL to Myanmar Economic Holdings Limited for US\$560 million, and realised a net divestment gain of S\$542 million, after deducting the cost of investment and relevant taxes.

5. Strategy

As the parent company and entrepreneurial shareholder of the core businesses of the F&N Group, the Guarantor will continue to play a proactive and pivotal role, on the boards and/or board committees of the companies in the F&N Group, in charting the strategic directions of the individual businesses, and identifying and creating new opportunities of growth.

Together with the F&N Group's strategic partner, ThaiBev (together with the F&N Group, the "**ThaiBev F&N Group**"), the ThaiBev F&N Group's aim is to increase the size and scale of the ThaiBev F&N Group by leveraging on each other's strengths. Vision 2020 is the strategic roadmap to help the ThaiBev F&N Group realise its ambition of becoming a stable and sustainable leader in SEA. The roadmap centres on the F&N Group building a solid platform for overseas expansion, focusing on SEA, via a two-pronged approach:

- **Strengthening market positions in Singapore, Malaysia and Thailand:** Leveraging both F&N and ThaiBev's portfolio of brands, as well as their distribution and bottling systems, which are some of the larger and more extensive systems in SEA.
- **Overseas expansion:** Using its operations in Singapore, Malaysia and Thailand as platforms, the F&N Group intends to replicate its successful business models in other SEA countries, in particular Vietnam, Myanmar, Philippines and Indonesia. The ThaiBev F&N Group aims to establish itself as one of the top three food and beverage players in key markets outside of Singapore, Malaysia and Thailand.

To achieve its goals, the F&N Group has established several strategic pillars:

(a) Clearly-targeted portfolio of brands and products

The F&N Group embraces a brand portfolio strategy in order to maximise consumer reach. This approach allows the F&N Group to seize opportunities from multiple segments, providing distinct and relevant products to a wide demographic spectrum of consumers. While the F&N Group continues its brand portfolio strategy, it will focus its investment on and drive the growth of its power brands.

(b) Leading through innovation

The F&N Group fosters a culture of creative thinking and embraces changes. It requires businesses to generate new innovations each year, in product development or processes, so as to maintain sustainable leadership in its industry.

(c) Striving for commercial excellence

Commercial excellence is achieved by strengthening the way the F&N Group markets, distributes, and sells its products in order to deliver excellent customer experiences and forge closer relationships with consumers – and ultimately drive consumer loyalty.

The F&N Group continuously identifies and strengthens levers to improve operational efficiency, increase brand presence and sell-through, streamline internal processes to accelerate decision-making, and make its organisation leaner and more efficient.

(d) Investments focusing on markets that offer the best opportunities

The F&N Group targets leading market positions in all markets in which it competes. The F&N Group looks at markets that offer the best medium-term to long-term growth and profitability opportunities, and this determines the way it competes, its capabilities with which it will compete, and portfolio decisions. In this respect, it places considerable emphasis on expanding its activities in SEA, particularly Indonesia, Myanmar and Vietnam.

(e) Commitment to talent development

The F&N Group recognises that its people are a key enabler of its strategies. Its strategy incorporates a roadmap for attracting, developing and retaining its most valuable asset – people. It sets out specific, actionable steps that are either already in place, or under development, to support the F&N Group's businesses in becoming the best at what they do.

6. Competitive Strengths

(a) Market leader in the Food & Beverage and Publishing & Printing industries in SEA

The F&N Group ranks as one of the more established and successful companies in the SEA region, with businesses in Food & Beverage and Publishing & Printing.

The F&N Group's Food & Beverage business comprises the production and sale of soft drinks and dairies. With six dairy plants in Singapore, Malaysia and Thailand, the F&N Group is a leading canned milk manufacturer in Asia, where it has market leading positions in Malaysia, Thailand and Singapore with its own canned milk brands like *F&N* and *F&N Tea Pot*, as well as other dairy product brands like *F&N Magnolia* and *Farmhouse*. In addition to leading positions in the dairies segment, the F&N Group is also a leading soft drinks player in Singapore and Malaysia with brands like *F&N*, *100PLUS* and *F&N Seasons*.

The F&N Group's Publishing & Printing business is conducted through the TPL Group which has become one of the more reputable names in publishing, printing, distribution and retail in the Asia Pacific region. In particular, the F&N Group's publishing business, marketed under the *Marshall Cavendish* brand, is the publisher of choice in Asia, the U.S., the U.K. and Latin America for core subjects of English, Mathematics and Science. Similarly, its printing business is one of the larger businesses in the Asia Pacific region, providing clients with timely and highly integrated print solutions.

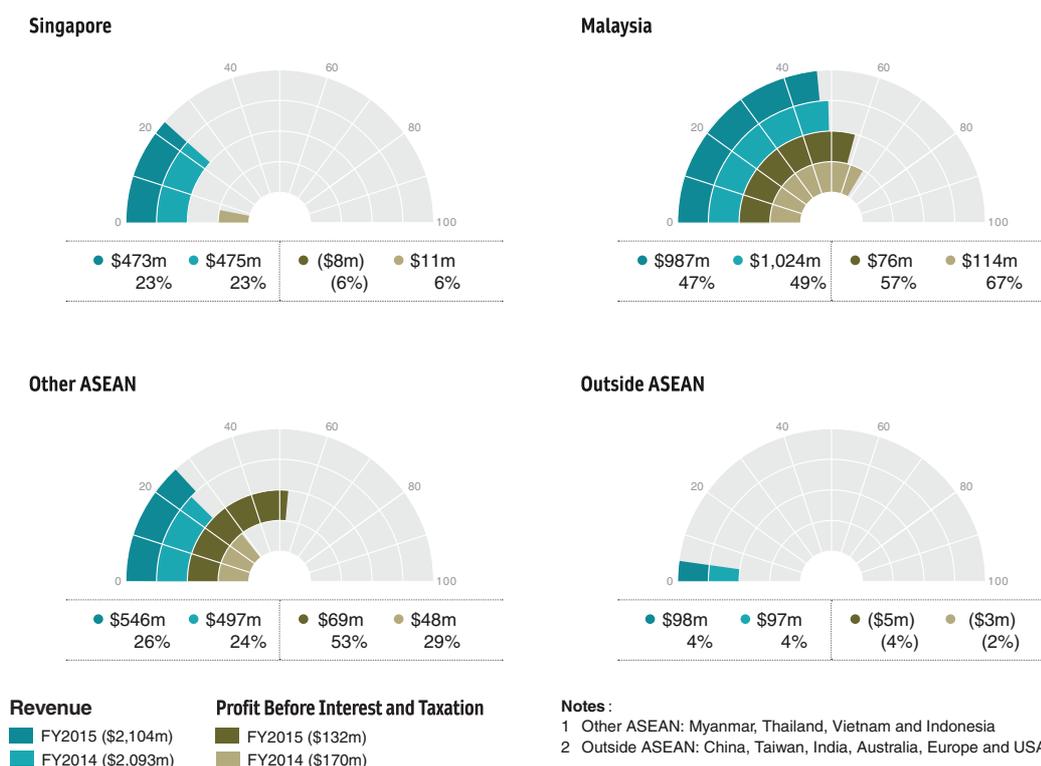
(b) Balanced growth from a diversified portfolio

The F&N Group is one of the larger geographically diverse Food & Beverage companies in SEA with a presence in 11 countries spanning Asia Pacific, the U.K., Europe and the U.S. Within SEA, the F&N Group has operations in Singapore, Malaysia, Thailand, Myanmar, Indonesia and Vietnam. In the Food & Beverage business, the F&N Group has leading market positions in traditionally strong markets such as Singapore, Malaysia and Thailand and an increasing brand share in emerging markets such as Vietnam and Myanmar. This puts the F&N Group in a good position to achieve its goal of long-term sustainable growth.

In the Publishing & Printing business, *Marshall Cavendish* has become the publisher of choice in the SEA region and in the U.S., the U.K. and Latin America for core subjects such as English, Mathematics and Science.

Approximately 77% of the F&N Group's FY2015 revenue is generated outside Singapore. The sale and production of beverages, the sale and production of dairy products and the Publishing & Printing business contributed approximately 30%, 54% and 16% respectively to its FY2015 revenue.

The breakdown of the F&N Group's revenue and PBIT by geographical segment for FY2014 and FY2015 is set out in the charts below:



(c) Comprehensive offering of innovative products

The F&N Group offers a wide variety of products ranging from soft drinks to dairy products to consumers across SEA through market-leading brands. Riding on the success of its heritage brands, it continues to invest in the innovation of new products in response to global trends and in anticipation of changing consumers' needs. In FY2015, the F&N Group launched several new beverages including *100PLUS* "Berry" (a

flavor extension of *100PLUS*) in Malaysia, *F&N Magnolia* “Ginkgo Plus”, its first functional UHT milk in Thailand, and *Coco Life*, a 100% coconut water beverage in Singapore and Malaysia.

In the Publishing & Printing business, the F&N Group continues to grow its reputation as an innovator of technological developments in education with, for instance, its work in developing a personalised adaptive learning product with Knewton, Inc., a leading American adaptive learning technology company, in FY2015.

The continuous efforts and investment in marketing and innovation help the F&N Group’s businesses to stay relevant to meet consumers’ evolving needs and preferences.

(d) Strategic partnerships and acquisitions

The F&N Group also continues to leverage on the strengths of its strategic partners such as ThaiBev and Nestlé S.A. (“**Nestlé**”).

The partnership with ThaiBev allows the F&N Group to benefit from ThaiBev’s portfolio of brands as well as its strong distribution network of over 400,000 points of sale. Such partnerships enable the F&N Group to build market positions and harness the combined strengths of its partners to widen and strengthen their leading position in the SEA region. In 2013, the F&N Group expedited its expansion into the ready-to-drink green tea markets in Singapore and Malaysia through its partnership with ThaiBev to launch and distribute *OISHI* green tea, ThaiBev’s leading green tea brand in Thailand, in Singapore and Malaysia. The Group extended its partnership with ThaiBev in FY2015 with the appointment of ThaiBev’s subsidiary as the exclusive licensee for *100PLUS* in Thailand.

Besides ThaiBev, the F&N Group also has a long-term partnership with Nestlé. In FY2015, the Group secured several 22-year licensing agreements with Nestlé to manufacture and distribute *Carnation*, *Bear Brand*, *Bear Brand Gold*, *Ideal* and *Milkmaid* products in the SEA region, including Singapore, Thailand, Malaysia and Brunei. The licenses are for a period of 11 years 7 months, with a right to extend for a term of 10 years until 31 January 2037. These extended licenses granted by Nestlé has allowed the F&N Group to better plan and invest in its full portfolio of canned milk business and support the growth of their own canned milk brands in the region.

The F&N Group also benefits from acquisitions of businesses that are a strategic fit with the F&N Group’s business. For instance, the recent Warburg Acquisition is expected to expand the F&N Group’s vending network and increase its brand visibility in both public and private segments, across educational, industrial and commercial sectors in Singapore. The partnership brings together the Warburg Companies’ expertise in vending operations and industry know-how as well as the F&N Group’s own vending operations and product offering. The F&N Group’s and the Warburg Companies’ complementary capabilities and skill sets allow the F&N Group to strengthen its position in the vending market and scale-up its infrastructure in Singapore to offer consumers added convenience and a wider choice of products at more locations island-wide.

Strategic partnerships in the Publishing & Printing business has also helped the F&N Group make significant inroads into international markets and expand the range of products and services provided. For instance, *Marshall Cavendish*’s partnership with distributors in the U.S., such as Houghton Mifflin Harcourt and SingaporeMath Inc, and in the U.K., such as Oxford University Press, has helped *Marshall Cavendish* to launch products such as the “Math in Focus” series and “Primary Digital” in the U.S. and the

“Inspire Maths” series in the U.K. which has been selected for use by the Department of Education and the National Centre for Excellence in the Teaching of Mathematics of the U.K.

Such partnerships with and acquisitions of entities with complementary businesses cements the F&N Group’s position as a leading Food & Beverage and Publishing & Printing company in key territories. In addition, strategic partnerships help the F&N Group to reduce procurement costs through greater economies of scale and allow it to explore further cost synergies and cross-selling opportunities.

(e) Strong financial position and prudent balance sheet management

The F&N Group aims to maintain a strong financial position through prudent and dynamic capital and financial management to ensure continuous access to funding at optimal cost and to maintain stable distributions to shareholders.

The F&N Group continuously monitors capital using a net debt equity ratio, which is defined as net borrowings divided by total equity. In FY2015, it maintained a strong balance sheet with cash and cash equivalents of S\$966 million against debt of S\$100 million. This strong cash position, together with banking facilities, provides the F&N Group with capital to seize opportunities for acquisitions and other platforms for growth.

7. Management

The board of the Guarantor (the “**Board**”) currently comprises nine directors all of whom are non-executive directors including Mr Charoen Sirivadhanabhakdi as Chairman and Khunying Wanna Sirivadhanabhakdi as Vice Chairman. The members of the Board possess core competencies ranging from banking, finance and accounting to relevant industry knowledge, entrepreneurial and management expertise, and familiarity with regulatory requirements and risk management.

The Board meets regularly and has five Board committees with clear written terms of reference to assist the Board in the discharge of its oversight function.

The Board Executive Committee (“**EXCO**”), chaired by Mr Koh Poh Tiong, comprises three other non-executive and non-independent directors – Mr Thapana Sirivadhanabhakdi, Mr Sithichai Chaikriangkrai and Mr Prapakon Thongtheppairot. The EXCO oversees the business affairs of the Group. It is empowered to exercise the full powers and authority of the Board when the Board does not meet except for certain matters that specifically require the decision of the Board or any Board committee.

The Audit Committee is chaired by non-executive and independent director, Mrs Siripen Sitasuwan, and comprises non-executive and independent director, Mr Timothy Chia Chee Ming, and non-executive and non-independent director, Mr Sithichai Chaikriangkrai. The Audit Committee’s main responsibilities are to assist the Board in the discharge of its statutory and other responsibilities in the areas of internal controls, financial and accounting practices, operational and compliance controls.

The Remuneration Committee, chaired by non-executive and independent director, Mr Timothy Chia Chee Ming, comprises two other non-executive directors – Mrs Siripen Sitasuwan and Mr Thapana Sirivadhanabhakdi. This committee primarily assists in establishing a formal and transparent process for developing policies on executive remuneration and development in the Group.

The Nominating Committee is chaired by non-executive and lead independent director, Tengku Syed Badarudin Jamalullail and comprises two other non-executive directors – Mrs Siripen Sitasuwan and Mr Thapana Sirivadhanabhakdi. This committee is primarily responsible for reviewing the structure, size and composition of the Board. The Nominating Committee also identifies the balance of skills, knowledge and experience required for the Board to discharge its responsibilities effectively and nominates candidates to meet the needs and requirements of the Group.

The Risk Management Committee is chaired by Mr Koh Poh Tiong and comprises three other non-executive and non-independent directors – Mr Thapana Sirivadhanabhakdi, Mr Sithichai Chaikriangkrai and Mr Prapakon Thongtheppairot. The Risk Management Committee oversees and reviews the adequacy of the Group’s risk management framework to ensure that robust risk management and internal controls are in place.

Board of Directors

The Directors of the Guarantor as at the date of this Information Memorandum are as follows:

Mr Charoen Sirivadhanabhakdi	Chairman, Non-Executive and Non-Independent Director
Khunying Wanna Sirivadhanabhakdi	Vice-Chairman, Non-Executive and Non-Independent Director
Tengku Syed Badarudin Jamalullail	Non-Executive and Lead Independent Director
Mr Timothy Chia Chee Ming	Non-Executive and Independent Director
Mr Koh Poh Tiong	Non-Executive and Non-Independent Director
Mrs Siripen Sitasuwan	Non-Executive and Independent Director
Mr Chotiphat Bijananda	Non-Executive and Non-Independent Director
Mr Thapana Sirivadhanabhakdi	Non-Executive and Non-Independent Director
Mr Sithichai Chaikriangkrai	Non-Executive and Non-Independent Director
Mr Prapakon Thongtheppairot	Non-Executive and Non-Independent Alternate Director to Mr Sithichai Chaikriangkrai

Mr Charoen Sirivadhanabhakdi

Chairman, Non-Executive and Non-Independent Director

Date of first appointment as a director : 28 February 2013

Date of last re-election as a director : 29 January 2016

Academic & Professional Qualification(s):

- Honorary Doctorate Degree in Business Administration, Sasin Graduate Institute of Business Administration of Chulalongkorn University, Thailand
- Honorary Doctoral Degree in Hospitality Industry and Tourism, Christian University of Thailand, Thailand

- Honorary Doctoral Degree in Sciences and Food Technology, Rajamangala University of Technology Lanna, Thailand
- Honorary Doctoral Degree in International Business Administration, University of the Thai Chamber of Commerce, Thailand
- Honorary Doctoral Degree in Management, Rajamangala University of Technology Suvarnabhumi, Thailand
- Honorary Doctor of Philosophy in Business Administration, Mae Fah Luang University, Thailand
- Honorary Doctoral Degree in Business Administration, Eastern Asia University, Thailand
- Honorary Doctoral Degree in Management, Huachiew Chalermprakiet University, Thailand
- Honorary Doctoral Degree in Industrial Technology, Chandrakasem Rajabhat University, Thailand
- Honorary Doctoral Degree in Agricultural Business Administration, Maejo Institute of Agricultural Technology, Thailand

Present Directorships (as at 30 September 2015)

Listed companies

- Berli Jucker Public Company Limited (Chairman)
- Frasers Centrepoint Limited (Chairman)
- Thai Beverage Public Company Limited (Chairman)

Others

- Beer Thai (1991) Public Company Limited (Chairman)
- Red Bull Distillery Group of Companies (Chairman)
- Southeast Group Co., Ltd. (Chairman)
- TCC Holding Co., Ltd. (Chairman)
- TCC Land Co., Ltd. (Chairman)

Khunying Wanna Sirivadhanabhakdi

Vice-Chairman, Non-Executive and Non-Independent Director

Date of first appointment as a director : 28 February 2013

Date of last re-election as a director : 29 January 2016

Academic & Professional Qualification(s):

- Honorary Doctoral Degree in Business Administration and Information Technology, Rajamangala University of Technology Tawan-ok, Thailand

- Honorary Doctor of Philosophy in Social Sciences, Mae Fah Luang University, Thailand
- Honorary Doctoral Degree in Business Administration, Chiang Mai University, Thailand
- Honorary Doctoral Degree in Agricultural Business Administration, Maejo Institute of Agricultural Technology, Thailand
- Honorary Doctoral Degree in Bio-technology, Ramkhamhaeng University, Thailand

Present Directorships (as at 30 September 2015)

Listed companies

- Berli Jucker Public Company Limited (Vice-Chairman)
- Frasers Centrepoint Limited (Vice-Chairman)
- Thai Beverage Public Company Limited (Vice-Chairman)

Others

- Beer Thip Brewery (1991) Co., Ltd. (Chairman)
- Sangsom Group of Companies (Chairman)
- TCC Holding Co., Ltd. (Vice-Chairman)

Tengku Syed Badarudin Jamalullail

Non-Executive and Lead Independent Director

Date of first appointment as a director : 8 January 2014
 Date of last re-election as a director : 29 January 2016

Academic & Professional Qualification(s):

- Master of Arts in Law & History, University of Cambridge, U.K.

Present Directorships (as at 30 September 2015)

Listed companies

- Fraser & Neave Holdings Bhd (Chairman)
- Hwang Capital (Malaysia) Berhad (formerly known as Hwang-DBS (Malaysia) Berhad)

Others

- Berkat Restu Sdn Bhd
- Besar Holdings Sdn Bhd
- HDM Capital Sdn Bhd
- Mega SPJ Sdn Bhd

- Vacaron Company Sdn Bhd

Mr Timothy Chia Chee Ming

Non-Executive and Independent Director

Date of first appointment as a director : 8 January 2014

Date of last re-election as a director : 27 January 2014

Academic & Professional Qualification(s):

- Bachelor of Science cum laude, majoring in Management, Fairleigh Dickinson University, U.S.

Present Directorships (as at 30 September 2015)

Listed companies

- Banyan Tree Holdings Limited
- Ceylon Guardian Investment Trust PLC
- Ceylon Investment PLC
- The Straits Trading Company Limited

Others

- Gracefield Holdings Limited (Chairman)
- Guan-Leng Holdings Pte Ltd
- Hup Soon Global Corporation Limited (Chairman)
- Parkesville Pte Ltd
- Singapore Power Ltd
- United Motor Works (Siam) Public Co., Ltd (Chairman)
- United Motor Works (Mauritius) Ltd

Mr Koh Poh Tiong

Non-Executive and Non-Independent Director

Date of first appointment as a director : 3 April 2013

Date of last re-election as a director : 29 January 2016

Academic & Professional Qualification(s):

- Bachelor of Science, University of Singapore, Singapore

Present Directorships (as at 30 September 2015)

Listed companies

- Ezra Holdings Limited (Chairman and Senior Advisor)

- Petra Foods Limited
- Raffles Medical Group Ltd
- SATS Ltd
- United Engineers Ltd

Others

- National Kidney Foundation (Chairman)
- Singapore Kindness Movement (Chairman)
- The Great Easter Life Assurance Company Limited
- Times Publishing Limited (Chairman)
- Yunnan Yulinquan Liquor Co Ltd (Chairman)

Mrs Siripen Sitasuwan

Non-Executive and Independent Director

Date of first appointment as a director : 31 May 2013
 Date of last re-election as a director : 27 January 2014

Academic & Professional Qualification(s):

- Master of Business Administration, Wichita State University, Kansas, U.S.
- Bachelor of Arts (Commerce), Chulalongkorn University, Thailand

Present Directorships (as at 30 September 2015)

Listed companies

- Sermsuk Public Company Limited
- Thai Solar Energy Co., Ltd.
- Thanachart Capital Public Company Limited

Others

- Solaris Asset Management Co., Ltd.

Mr Chotiphat Bijananda

Non-Executive and Non-Independent Director

Date of first appointment as a director : 19 February 2013
 Date of last re-election as a director : 30 January 2015

Academic & Professional Qualification(s):

- Master of Business Administration, Finance, University of Missouri, U.S.

- Bachelor of Laws, Thammasat University, Thailand

Present Directorships (as at 30 September 2015)

Listed companies

- Frasers Centrepoint Limited
- Golden Land Property Development Public Company Limited
- Sermasuk Public Company Limited (2nd Vice-Chairman)

Others

- Australand Property Limited
- Australand Investments Limited
- Frasers Property Australia Pty Limited
- Frasers Property Limited
- Southeast Capital Co., Ltd. (Chairman of Executive Board)
- Southeast Group Co., Ltd. (President)
- Southeast Insurance Public Company Limited (Chairman of Executive Board)
- Southeast Life Insurance Public Company Limited (Chairman of Executive Board)
- TCC Assets Limited
- TCC Technology Co., Ltd.

Mr Thapana Sirivadhanabhakdi

Non-Executive and Non-Independent Director

Date of first appointment as a director : 19 February 2013

Date of last re-election as a director : 30 January 2015

Academic & Professional Qualification(s):

- Honorary Doctoral Degree of Philosophy in General Management, Ramkhamhaeng University, Thailand
- Master of Science Administration in Financial Economics, Boston University, U.S.
- Bachelor of Business Administration (Finance), Boston University, U.S.

Present Directorships (as at 30 September 2015)

Listed companies

- Berli Jucker Public Company Limited

- Golden Land Property Development Public Company Limited
- Oishi Group Public Company Limited (Vice Chairman)
- Sermasuk Public Company Limited (3rd Vice Chairman)
- Thai Beverage Public Company Limited
- Univentures Public Company Limited (Vice Chairman)

Others

- Berli Jucker Group of Companies
- InterBev Investment Limited
- International Beverage Holdings Limited (President)
- Plantheon Group of Companies
- South East Group of Companies (Vice Chairman)
- TCC Group of Companies
- Thai Beverage Group of Companies
- Univentures Group of Companies

Mr Sithichai Chaikriangkrai

Non-Executive and Non-Independent Director

Date of first appointment as a director : 22 February 2013

Date of last re-election as a director : 29 January 2016

Academic & Professional Qualification(s):

- Bachelor of Accountancy (First Class Honours), Thammasat University, Thailand
- Diploma in Computer Management, Chulalongkorn University, Thailand
- Certificate of the Mini MBA Leadership Management, Kasetsart University, Thailand

Present Directorships (as at 30 September 2015)

Listed companies

- Berli Jucker Public Company Limited
- Frasers Centrepoint Limited
- Golden Land Property Development Public Company Limited
- Oishi Group Public Company Limited

- Sermasuk Public Company Limited
- Siam Food Products Public Company Limited
- Thai Beverage Public Company Limited
- Univentures Public Company Limited

Others

- Berli Jucker Group of Companies
- InterBev Investment Limited
- International Beverage Holdings Limited
- Plantheon group of companies
- Thai Beverage group of companies
- TCC group of companies
- Univentures group of companies

Mr Prapakon Thongtheppairot

Non-Executive and Non-Independent Alternate Director to Mr Sithichai Chaikriangkrai

Date of first appointment as a director : 21 March 2013

Academic & Professional Qualification(s):

- Master of Science in Finance, Georgia State University, U.S.
- Master of Business Administration, Mercer University, U.S.
- Bachelor of Business Administration, Assumption University, Thailand
- Listed Company Director Programme, Singapore Institute of Directors, Singapore

Present Directorships (as at 30 September 2015)

Listed companies

Nil

Others

- Beer Chang International Limited
- Chang International Co., Ltd.
- Dhospaak Co., Ltd.
- InterBev Investment Limited

- International Beverage Holdings Limited
- Modern Trade Management Co., Ltd.
- P.M.T. Mansion Co., Ltd.
- Thai Beverage Group of Companies
- Thai Drinks Co., Ltd

Senior Management

The key members of the Guarantor's senior management as at the date of this Information Memorandum are as follows:

Senior Management	Position
Mr Lee Meng Tat	CEO – Non-Alcoholic Beverages
Mr Prapakon Thongtheppairot	CEO – Beer
Mr Siew Peng Yim	CEO – Times Publishing Group
Mr Lim Yew Hoe	CEO – Fraser & Neave Holdings Bhd
Mr Anthony Cheong Fook Seng	Group Company Secretary
Mr Hui Choon Kit	Chief Financial Officer

Mr Lee Meng Tat

Chief Executive Officer, Non-Alcoholic Beverages

Mr Lee Meng Tat holds a Bachelor of Engineering (Mechanical) degree from National University of Singapore and a Master of Business Administration degree from Imperial College, London. He also attended the Advanced Management Program at Harvard Business School. Mr Lee has extensive experience in consumer-focused industries, having carved out a 27-year career in several fields, including banking, tourism and beverages. Prior to rejoining the F&N Group on 1 May 2015, Mr Lee was the Chief Executive Officer of Wildlife Reserves Singapore, where he was responsible for the management of world-class leisure attractions in Singapore, namely the Jurong Bird Park, Night Safari, River Safari and Singapore Zoo. Mr Lee has previously served 12 years with the F&N Group where his last role was Chief Corporate Development Officer for the F&N Group's Food & Beverage division and he also sat on the boards of several Food & Beverage subsidiaries of the F&N Group. Mr Lee has also held various senior positions within the F&N Group, including Regional Director of China in Asia Pacific Breweries Limited (now known as Heineken Asia Pacific Pte. Ltd.) and Chief Executive Officer of Heineken-APB (China) Management Services Co Ltd, both of which were formerly subsidiaries of the F&N Group.

Mr Prapakon Thongtheppairot

Chief Executive Officer, Beer

Mr Prapakon Thongtheppairot holds a Bachelor of Business Administration from Assumption University, Thailand, a Master of Science in Finance from Georgia State University, U.S. and a Master of Business Administration from Mercer University, U.S.

On 19 August 2015, Mr Prapakon was appointed Chief Executive Officer, Beer of the F&N Group. He has overall responsibility for overseeing and driving the strategic growth of the F&N Group's Beer Division. Mr Prapakon is currently the Senior Vice President – Beer Business Group of ThaiBev and has been promoted to Executive Vice President with effect from 1 October 2016.

Mr Prapakon joined the TCC Group in 2009 as Senior Executive Vice President – Finance of the TCC Land Co., Ltd and has held various senior positions within the TCC Group, including Senior Executive Vice President – Corporate Services of TCC Land and the Plantheon group of companies. Prior to joining the TCC Group, he was with the Standard Chartered Bank from 2002 to 2009 in Bangkok and Singapore, where he became Managing Director, Syndications – South East Asia in 2006. From 1995 to 2001, he worked for JPMorgan Chase in New York, Singapore and Hong Kong, where he became Vice President, Debt Capital Markets in 2001.

Mr Siew Peng Yim

Chief Executive Officer, Times Publishing Group

Mr Siew Peng Yim was appointed Chief Executive Officer of Times Publishing Limited on 1 October 2014. He joined the TPL Group on 2 May 2012 as Chief Financial Officer and was concurrently appointed the Chief Operating Officer in October 2013. Prior to joining the TPL Group, he was the Executive Director/Chief Operating Officer and Chief Financial Officer at HTL International Holdings Ltd, Singapore. Mr Siew has held varied financial and general management roles in businesses operating across the Asia Pacific, Europe and the U.S. He graduated from National University of Singapore with a Bachelor of Accountancy in 1991. He is a member of the Institute of Singapore Chartered Accountants. In May 2007, he was awarded the “CFO of the Year Award” under the Singapore Corporate Award organised by *The Business Times* in collaboration with UBS and supported by The Singapore Exchange Ltd and the Institute of Certified Public Accountants of Singapore.

Mr Lim Yew Hoe

Chief Executive Officer, F&NHB

Mr Lim Yew Hoe holds a Bachelor of Science (Estate Management) degree from the National University of Singapore and a MBA (Banking & Finance) from Nanyang Technological University. He began his career with the Civil Aviation Authority of Singapore by taking up various roles in research and performance standards/horticulture and estate management. He joined the Asia Pacific Breweries Limited (now known as Heineken Asia Pacific Pte. Ltd.) group in 1997 as a Project Manager and had held a number of senior positions within the F&N Group. Prior to joining F&NHB as its Chief Executive Officer on 1 December 2014, he was the Managing Director of Asia Pacific Brewery (Hanoi) Limited.

Mr Anthony Cheong Fook Seng

Group Company Secretary

Mr Anthony Cheong Fook Seng is a member of the Institute of Chartered Accountants in England and Wales and the Institute of Singapore Chartered Accountants. Mr Cheong worked in the Audit & Corporate Advisory Services Division of Ernst & Young till 1989 when he joined Carnaud Metalbox Asia Ltd as Internal Audit Manager, later on assuming the position of Company Secretary. He joined Times Publishing Limited in the F&N Group as Corporate General Manager (Group Finance) and Company Secretary in 2001. He was appointed the Group Company Secretary of the F&N Group on 1 October 2002 and was a director from 1 February 2005 to 31 January 2008. He represents the F&N Group on the boards of a number of listed and unlisted subsidiaries.

Mr Hui Choon Kit
Chief Financial Officer

Mr Hui Choon Kit holds a Bachelor of Business degree from Curtin University, Australia and a Master of Business Administration degree from Nanyang Technological University and is a member of the Institute of Singapore Chartered Accountants. He is currently the Chief Financial Officer of the F&N Group and is responsible for the Group's corporate finance, treasury, accounting, taxation, information technology and investor relations functions. Mr Hui joined the F&N Group in February 2000 as Senior Manager, Business Development and has held a number of other positions. Prior to joining the F&N Group, he worked as a corporate finance banker based in Singapore and Thailand, covering the Asia Pacific region. He commenced his career as an accountant and financial consultant with Ernst & Young.

8. Awards

Some recent awards received by the F&N Group are listed below:

Entity	Award	Year
Fraser & Neave Holdings Bhd	ASEAN Excellence – International <i>by ASEAN Business Awards Malaysia 2016</i>	2016
Fraser & Neave Holdings Bhd	Company of the Year, Ready-To-Drink Industry <i>by Frost & Sullivan Malaysia Excellence Awards</i>	2016
Fraser & Neave Holdings Bhd	Performance Category – Winner Roll of Honour list – Top Five Outstanding Companies <i>by CIO Asia Awards</i>	2016
F&N (Dairies) Thailand Limited	FDA Quality Award <i>by Thailand Food and Drug Administration</i>	2016
F&N (Dairies) Thailand Limited	Junior Manufacturing QCC – Gold Task Achieving QCC – Silver <i>by Thailand Quality Prize 2016</i>	2016
F&N (Dairies) Thailand Limited	FDA Quality Award 2015 <i>by Thailand Food and Drug Administration</i>	2015
F&N (Dairies) Thailand Limited	Gold in the 'Suggestion System' category Gold in the 'Automation Kaizen' category <i>by Thailand Kaizen Award 2015</i>	2015
F&N (Dairies) Thailand Limited	Excellent Establishment of Labour Relations & Welfare Award 2015 (National Level) <i>by Ministry of Labour, Thailand</i>	2015
F&N United Limited	FDA Quality Award 2015 <i>by Thailand Food and Drug Administration</i>	2015
F&N Foods Pte Ltd	3R Packaging Awards 2015 – Distinction & Gold <i>by Singapore Packaging Agreement</i>	2015
Fraser and Neave, Limited	Exception Trade Marks – Winner <i>by WIPO-IPOS IP Award 2014 (Trade Marks)</i>	2014

Entity	Award	Year
F&N Beverages Marketing Sdn Bhd	Bottled Water Company of the Year <i>by 2014 Frost & Sullivan Asia-Pacific Best Practices Award</i>	2014
F&N Beverages Manufacturing Sdn Bhd	Medium Industries – Manufacturing Category – Winner <i>by Chief Minister’s Environmental Award 2014</i>	2014
F&N Dairies (Thailand) Limited	FDA Quality Award 2014 <i>by Thai Food and Drug Administration</i>	2014
F&N Dairies (Thailand) Limited	Prime Minister’s Best Industry Award <i>by the Department of Industrial Promotion, Thailand</i>	2014
F&N United Limited	FDA Quality Award 2014 <i>by Thai Food and Drug Administration</i>	2014
F&N Dairies (Malaysia) Sdn Bhd	MSOSH OSH Gold Class II Award <i>by Malaysian Society of Occupational Safety and Health</i>	2014
F&N Foods Pte Ltd	3R Packaging Awards 2014 – Merit <i>by Singapore Packaging Agreement</i>	2014

Some recent awards received by brands under the F&N Group’s portfolio are listed below:

Brand	Award	Year
<i>100PLUS</i>	Gold in the Non-Alcoholic Beverage category in Malaysia <i>by Putra Brand Awards</i>	2016
<i>100PLUS</i>	Bronze in the Non-Alcoholic Beverage category in Malaysia <i>by Putra Brand Awards</i>	2015
<i>F&N Seasons</i>	Excellence in Brand Awareness – Gold <i>by The Marketing Excellence Awards 2014</i>	2014
<i>F&N Seasons</i>	Best Digital Integration (Consumer) – Gold Best Use of Technology – Gold <i>by The Marketing Events Award 2014</i>	2014
<i>F&N Sparkling Drinks</i>	Best Sponsorship Activation – Bronze <i>by The Marketing Events Awards 2014</i>	2014
<i>100PLUS</i>	Gold in the Non-Alcoholic Beverage category in Malaysia <i>by Putra Brand Award</i>	2014
<i>F&N Ice Mountain</i>	Reader’s Digest Trusted Brand (Malaysia) – Gold	2014
<i>F&N Seasons Nutrisoy</i>	Product of the Year (Malaysia) – Best Soy Beverage	2014
<i>F&N Fruit Tree Fresh</i>	Reader’s Digest Trusted Brand 2014 (Singapore) – Gold	2014
<i>F&N Fruit Tree Fresh</i>	Singapore Women’s Weekly Domestic Diva Award 2014	2014

Brand	Award	Year
<i>F&N Magnolia</i>	Reader's Digest Trusted Brand 2014 (Singapore) – Gold	2014
<i>F&N Magnolia</i>	Singapore Women's Weekly Domestic Diva Award 2014	2014
<i>F&N Magnolia</i> Yoghurt Drink	Singapore Women's Weekly Domestic Diva Award 2014	2014
<i>F&N Nutrisoy</i>	Singapore Women's Weekly Domestic Diva Award 2014	2014

9. Intellectual Property and Licences

The F&N Group owns most of its brands including *100PLUS*, *F&N Sparkling Drinks*, *Ice Mountain* and *F&N Seasons* for soft drinks, *F&N Magnolia*, *Nutriwell*, *F&N Full Cream Sweetened Condensed Milk*, *F&N*, *F&N Tea Pot* and *Farmhouse* for dairies, and *F&N Magnolia* and *King's* for ice cream. In the Publishing & Printing business, it owns the *Marshall Cavendish* and *Times* brands. The F&N Group also derives revenue from brands which are being licensed including *Carnation*, *OISHI* and *Chang Beer*.

SINGAPORE TAXATION

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the IRAS and MAS in force as at the date of this Information Memorandum and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Information Memorandum are intended or are to be regarded as advice on the tax position of any holder of the Securities or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Holders or prospective holders of the Securities are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, holding or disposal of the Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arrangers, the Guarantor or any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Securities.

In addition, the disclosure below is on the assumption that the IRAS regards each tranche of the Perpetual Securities as “debt securities” for the purposes of the ITA and that distribution payments made under each tranche of the Perpetual Securities will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax concessions and exemptions available for qualifying debt securities, provided that the other conditions for the qualifying debt securities scheme are satisfied. If any tranche of the Perpetual Securities is not regarded as “debt securities” for the purposes of the ITA and holders thereof are not eligible for the tax concessions under the qualifying debt securities scheme, the tax treatment to holders may differ. Investors and holders of any tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of any tranche of the Perpetual Securities.

1. Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.0 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17.0 per cent. The applicable rate for non-resident individuals is currently 22.0 per cent. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15.0 per cent. The rate of 15.0 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

In addition, as the Programme as a whole was arranged by DBS Bank Ltd. and Oversea-Chinese Banking Corporation Limited, each being a Financial Sector Incentive (Bond Market) Company (as defined in the ITA) at such time, any tranche of the Securities ("**Relevant Securities**") issued as debt securities under the Programme during the period from the date of this Information Memorandum to 31 December 2018 would be, pursuant to the ITA and MAS Circular FSD Cir 02/2013 entitled "Extension and Refinement of Tax Concessions for Promoting the Debt Market" issued by MAS on 28 June 2013 (the "**MAS Circular**"), "qualifying debt securities" ("**QDS**") for the purposes of the ITA, to which the following treatment shall apply:

- (i) subject to certain prescribed conditions having been fulfilled (including the furnishing of a return on debt securities for the Relevant Securities in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Relevant Securities as the relevant authorities may require to MAS and such other relevant authorities as may be prescribed, and the inclusion by the Issuer in all offering documents relating to the Relevant Securities of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Securities is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Securities using the funds and profits of such person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, "**Qualifying Income**") from the Relevant Securities paid by the Issuer and derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;

- (ii) subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities for the Relevant Securities in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Relevant Securities as the relevant authorities may require to MAS and such other relevant authorities as may be prescribed), Qualifying Income from the Relevant Securities paid by the Issuer and derived by any company or body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10.0 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (iii) subject to:
 - (aa) the Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA; and
 - (bb) the furnishing of a return on debt securities for the Relevant Securities in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Relevant Securities as the relevant authorities may require to MAS and such other relevant authorities as may be prescribed,

payments of Qualifying Income derived from the Relevant Securities are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- (A) if during the primary launch of any tranche of Relevant Securities, the Relevant Securities of such tranche are issued to fewer than four persons and 50.0 per cent. or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Securities would not qualify as QDS; and
- (B) even though a particular tranche of Relevant Securities are QDS, if, at any time during the tenure of such tranche of Relevant Securities, 50.0 per cent. or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Securities held by:
 - (I) any related party of the Issuer; or
 - (II) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term “**related party**”, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms “**prepayment fee**”, “**redemption premium**” and “**break cost**” are defined in the ITA as follows:

“prepayment fee”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities;

“redemption premium”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity; and

“break cost”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption.

References to “prepayment fee”, “redemption premium” and “break cost” in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. Qualifying Income) is derived from the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Relevant Securities using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. Qualifying Income) derived from the Relevant Securities is not exempt from tax is required to include such income in a return of income made under the ITA.

Under the Qualifying Debt Securities Plus Scheme (“**QDS Plus Scheme**”), subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities in respect of the QDS in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the QDS as the relevant authorities may require to MAS and such other relevant authorities as may be prescribed), income tax exemption is granted on Qualifying Income from QDS (excluding Singapore Government Securities) which:

- (a) are issued during the period from 16 February 2008 to 31 December 2018;
- (b) have an original maturity of not less than 10 years;
- (c) cannot be redeemed, called, exchanged or converted within 10 years from the date of their issue; and
- (d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

However, even if a particular tranche of the Relevant Securities are QDS which qualify under the QDS Plus Scheme, if, at any time during the tenure of such tranche of Relevant Securities, 50.0 per cent. or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income from such Relevant Securities derived by:

- (i) any related party of the Issuer; or

- (ii) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption under the QDS Plus Scheme as described above.

The MAS Circular states that, with effect from 28 June 2013, the QDS Plus Scheme will be refined to allow QDS with certain standard early termination clauses (as prescribed in the MAS Circular) to qualify for the QDS Plus Scheme at the point of issuance of such debt securities. MAS has also clarified that if such debt securities are subsequently redeemed prematurely pursuant to such standard early termination clauses before the 10th year from the date of issuance of such debt securities, the tax exemption granted under the QDS Plus Scheme to Qualifying Income accrued prior to such redemption will not be clawed back. Under such circumstances, the QDS Plus status of such debt securities will be revoked prospectively for such outstanding debt securities (if any), and holders thereof may still enjoy the tax benefits under the QDS scheme if the QDS conditions continue to be met.

MAS has stated that, notwithstanding the above, QDS with embedded options with economic value (such as call, put, conversion or exchange options which can be triggered at specified prices or dates and are built into the pricing of such debt securities at the onset) which can be exercised within 10 years from the date of issuance of such debt securities will continue to be excluded from the QDS Plus Scheme from such date of issuance.

2. Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Securities will not be taxable in Singapore. However, any gains derived by any person from the sale of the Securities which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Securities who apply or are required to apply the Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement (“**FRS 39**”) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 39. Please see the section below on “Adoption of FRS 39 Treatment for Singapore Income Tax Purposes”.

3. Adoption of FRS 39 Treatment for Singapore Income Tax Purposes

The IRAS has issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition & Measurement” (the “**FRS 39 Circular**”). The ITA has since been amended to give effect to the FRS 39 Circular.

The FRS 39 Circular generally applies, subject to certain “opt-out” provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

Holders of the Securities who may be subject to the tax treatment under the FRS 39 Circular should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Securities.

4. Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

CLEARING AND SETTLEMENT

Clearance and Settlement under Euroclear and/or Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems which enables their respective participants to settle trades with one another. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to other financial institutions, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interests through their respective participants. Distributions of principal with respect to book-entry interests in the Securities held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the relevant Paying Agent, to the cash accounts of the relevant Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

Clearance and Settlement under the Depository System

In respect of Securities which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP. Securities that are to be listed on the SGX-ST may be cleared through CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Securities which are accepted for clearance by CDP, the entire issue of the Securities is to be held by CDP in the form of a Global Security or Global Certificate for persons holding the Securities in securities accounts with CDP ("**Depositors**"). Delivery and transfer of Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. Although CDP encourages settlement on the third business day following the trade date of debt securities, market participants may mutually agree on a different settlement period if necessary.

Settlement of over-the-counter trades in the Securities through the Depository System may only be effected through certain corporate depositors (“**Depository Agents**”) approved by CDP under the SFA to maintain securities sub-accounts and to hold the Securities in such securities sub-accounts for themselves and their clients. Accordingly, Securities for which trade settlement is to be effected through the Depository System must be held in securities sub-accounts with Depository Agents. Depositors holding the Securities in direct securities accounts with CDP, and who wish to trade Securities through the Depository System, must transfer the Securities to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Securities in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Guarantor, the Trustee, the Issuing and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Clearance and Settlement under Other Clearing Systems

For Securities to be cleared in a clearing system other than Euroclear, Clearstream, Luxembourg and/or CDP, the clearance and settlement of such Securities will be effected in accordance with the relevant clearing system’s documentary requirements and procedures.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

The Programme Agreement provides for Securities to be offered from time to time through one or more Dealers. The price at which a Series or Tranche of Securities will be issued will be determined prior to its issue between the Issuer and the relevant Dealer(s). The Issuer may also from time to time agree with the relevant Dealer(s) that the Issuer may pay certain third party commissions (including, without limitation, private banking commissions in the Securities). The obligations of the Dealers under the Programme Agreement will be subject to certain conditions set out in the Programme Agreement. Each Dealer (acting as principal) will subscribe or procure subscribers for Securities from the Issuer pursuant to the Programme Agreement.

United States

The Securities and the Guarantee have not been and will not be registered under the Securities Act, and the Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act. Each Dealer has represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any “directed selling efforts” (as defined in Regulation S under the Securities Act) with respect to the Securities.

The Bearer Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver the Securities, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Securities are a part, as determined and certified to the Issuing and Paying Agent by such Dealer (or, in the case of an identifiable tranche of Securities sold to or through more than one Dealer, by each of such Dealers with respect to Securities of an identifiable tranche purchased by or through it, in which case the Issuing and Paying Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Securities, an offer or sale of Securities within the United States by any dealer that is not participating in the offering of such Securities may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration requirements under the Securities Act.

Singapore

Each Dealer has acknowledged that this Information Memorandum has not been registered as a prospectus with MAS. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be

made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Hong Kong

Each Dealer has represented and agreed that:

- (1) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance, or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (2) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

General

Each Dealer understands that no action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of this Information Memorandum or any other document or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will, to the best of its knowledge and belief, comply with all applicable securities laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Securities or any interest therein or rights in respect thereof or has in its possession or distributes this Information Memorandum or any other document or any Pricing Supplement relating to the Securities, and it will obtain, and neither the Issuer nor the Guarantor shall have any responsibility for obtaining, any consent, approval or permission required by it for the subscription, purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Guarantor or any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Guarantor or the Dealers represents that the Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Series or Tranche of Securities, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

Other persons into whose hands this Information Memorandum or any other document or any Pricing Supplement relating to the Securities comes are required by the Issuer, the Guarantor and the Dealers to comply with all applicable securities laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers Securities or any interest therein or rights in respect thereof or has in its possession or distributes this Information Memorandum or any other document or any Pricing Supplement relating to the Securities, in all cases at their own expense.

Any person who may be in doubt as to the restrictions set out in the SFA or the laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers the Securities or any interest therein or rights in respect thereof and the consequences arising from a contravention thereof should consult his own professional advisers and should make his own inquiries as to the laws, regulations and directives in force or applicable in any particular jurisdiction at any time.

GENERAL AND OTHER INFORMATION

Authorisation

The establishment and update of the Programme and the issue of Securities thereunder were authorised by resolutions of the Board of Directors of the Issuer dated 2 April 2007 and 16 September 2016.

Listing of Securities

Approval in-principle has been received from the SGX-ST in connection with the Programme and application will be made for the listing and quotation of any Securities that may be issued under the Programme which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Securities have been admitted for listing and quotation on the SGX-ST. For so long as the Securities are listed on the SGX-ST and the rules of the SGX-ST so require, the Securities will be traded on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in foreign currencies). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein.

Documents Available for Inspection

Copies of the following documents may be inspected at the registered office of the Issuer and from the specified office(s) of the Paying Agent(s) during normal business hours for a period of six months from the date of this Information Memorandum:

- (i) the Certificate of Incorporation and Constitution of each of the Issuer and the Guarantor;
- (ii) the Trust Deed;
- (iii) this Information Memorandum; and
- (iv) the audited consolidated financial statements of the Guarantor in respect of FY2014 and FY2015.

Material Adverse Change

Save as disclosed in this Information Memorandum, there has been no material adverse change or any development involving a prospective material adverse change in the financial condition or business of the Issuer, the Guarantor and the Group (taken as a whole) since the date of the most recent audited accounts of the Issuer or, as the case may be, the most recent unaudited accounts of the Guarantor.

Litigation

Save as disclosed in the published financial statements of the Guarantor for FY2015, as at the date of this Information Memorandum, each of the Issuer and the Guarantor is not aware of any legal or arbitration proceedings to which the Issuer, the Guarantor or any member of the Group is a party or which is pending, threatened or known to be contemplated, which may have or have had in the 12 months preceding the date of this Information Memorandum a material adverse effect on the financial condition of the Issuer or the Guarantor, or the result of which would relate to claims or amounts which would be material in the context of the Programme and/or the issue and offering of Securities under the Programme.

Auditors

The auditors of the Issuer and the Guarantor are KPMG LLP (appointed with effect from 29 January 2016).

The Issuer's financial statements and the Guarantor's consolidated financial statements were audited by the previous auditors without qualification, in accordance with generally accepted auditing standards in Singapore for each of FY2013, FY2014 and FY2015.

Copies of the Issuer's audited financial statements for FY2015 and the Guarantor's audited consolidated financial statements for FY2013, FY2014 and FY2015 can be found on the website of the SGX-ST.

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GUARANTOR

Fraser and Neave, Limited

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TRUSTEE

DBS Trustee Limited

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