

IMPORTANT NOTICE

NOT FOR DISTRIBUTION INTO THE UNITED STATES, TO ANY U.S. PERSONS OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES

IMPORTANT: You must read the following before continuing. The following applies to the offering circular following this page (the “Offering Circular”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the offering circular. In accessing the offering circular, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION 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 PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY US ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED IN THE OFFERING CIRCULAR.

Confirmation of your Representation: In order to be eligible to view the Offering Circular or make an investment decision with respect to the securities, investors must not be a U.S. person (within the meaning of Regulation S under the Securities Act). The Offering Circular is being sent at your request and by accepting the e-mail and accessing the Offering Circular, you shall be deemed to have represented to us (1) that you are not a U.S. person nor are you acting on behalf of a U.S. person, the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and, to the extent you purchase the securities described in the Offering Circular, you will be doing so pursuant to Regulation S under the Securities Act and (2) that you consent to delivery of such Offering Circular and any amendments or supplements thereto by electronic transmission.

You are reminded that the Offering Circular has been delivered to you on the basis that you are a person into whose possession the Offering Circular 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 the Offering Circular, electronically or otherwise, to any other person. If you have gained access to this transmission contrary to the foregoing restrictions, you are not allowed to purchase any of the securities described in the Offering Circular.

The materials relating to the offering of securities to which the Offering Circular relates 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 underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the underwriters or such affiliate on behalf of the Issuer (as defined in the Offering Circular) in such jurisdiction.

The Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of CLI Treasury Limited, CapitaLand Investment Limited, DBS Bank Ltd. (“DBS”), The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (“HSBC”), Morgan Stanley Asia (Singapore) Pte. (“MS”), Oversea-Chinese Banking Corporation Limited (“OCBC”) and United Overseas Bank Limited (“UOB”, and together with DBS, HSBC, MS and OCBC, the “Arrangers”), the Dealers, the Trustee, the Agents (each as defined in the Offering Circular), any person who controls any of them, or any director, officer, employee, adviser or agent of any of them, or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard copy version available to you on request from the Arrangers and the Dealers.

Actions that You May Not Take: If you receive this document by e-mail, you should not reply by e-mail to this notice, 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 email software, will be ignored or rejected.

You are responsible for protecting against viruses and other destructive items. Your use of this electronic mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

OFFERING CIRCULAR DATED 9 NOVEMBER 2021



CLI Treasury Limited

(incorporated in the Republic of Singapore on 29 March 2021)
Company Registration Number 202111035Z

S\$6,000,000,000

Euro Medium Term Note Programme
unconditionally and irrevocably guaranteed by

CapitaLand Investment Limited

(incorporated in the Republic of Singapore on 29 August 2003)
Company Registration Number: 200308451M

Under the Euro Medium Term Note Programme described in this Offering Circular (the "**Programme**"), CLI Treasury Limited (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue medium term notes and perpetual notes ("**Perpetual Notes**" and together, the "**Notes**") guaranteed (the "**Guarantee**") by CapitaLand Investment Limited ("**CLI**" or the "**Guarantor**"). The aggregate nominal amount of Notes outstanding will not at any time exceed S\$6,000,000,000 (or the equivalent in other currencies), subject to increase as described herein.

Defined terms used in this Offering Circular shall have the meanings given to such terms in "Terms and Conditions of the Notes other than Perpetual Notes" and "Terms and Conditions of the Perpetual Notes", as applicable.

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and for the listing of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. Unlisted Series (as defined herein) of Notes may also be issued pursuant to the Programme and Notes may also be listed on stock exchanges other than the SGX-ST. The relevant Pricing Supplement (as defined herein) in respect of any Series of Notes will specify whether or not such Notes will be listed on the SGX-ST or on any other stock exchange. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Admission to the Official List of the SGX-ST and listing and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantor, the Group (as defined herein), the Programme or such Notes. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Offering Circular.

Each Series of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a "**temporary Global Note**") or a permanent global note in bearer form (each a "**permanent Global Note**") and, together with the temporary Global Notes, the "**Global Notes**") and will be sold in an "offshore transaction" within the meaning of Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Interests in a temporary Global Note generally will be exchangeable for interests in a permanent Global Note, or if so stated in the relevant Pricing Supplement, definitive Notes ("**Definitive Notes**"), on or after the first day following the expiry of 40 days after the relevant issue date of a Tranche (as defined herein) upon certification as to non-U.S. beneficial ownership. Interests in permanent Global Notes will be exchangeable for Definitive Notes as described under "Summary of Provisions Relating to the Notes while in Global Form".

Notes of each Series to be issued in registered form will be represented by registered certificates (each a "**Certificate**"), one Certificate being issued in respect of each Noteholder's (as defined herein) entire holding of Registered Notes or Registered Perpetual Notes (each as defined herein), as the case may be, of one Series. Registered Notes and Registered Perpetual Notes which are sold in an "offshore transaction" within the meaning of Regulation S, will initially be represented by a permanent registered global certificate (each a "**Global Certificate**") without interest coupons, which may be deposited on the relevant issue date: (a) with, and registered in the name of a nominee of, a common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**"), with The Central Depository (Pte) Limited ("**CDP**") or with a sub-custodian for the Hong Kong Monetary Authority (the "**HKMA**") as operator of the Central Money Markets Unit Service (the "**CMU**" or the "**CMU Service**") operated by the HKMA; or (b) in the case of a Series intended to be cleared through a clearing system other than, or in addition to, Euroclear and/or Clearstream, CDP or the CMU, or delivered outside a clearing system, as agreed between the Issuer, the Guarantor, the Issuing and Paying Agent, the Registrar, the Trustee and the relevant Dealer(s) (each as defined herein). The provisions governing the exchange of interests in Global Notes for other Global Notes and Definitive Notes are described in "Summary of Provisions Relating to the Notes while in Global Form".

Unless otherwise stated in a relevant Pricing Supplement, Tranches of Notes to be issued under the Programme will be unrated.

The Notes and the Guarantee have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Notes may include Bearer Notes (as defined herein) that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold, or, in the case of Bearer Notes, delivered within the United States to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) unless an exemption from the registration requirement of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. Registered Global Notes are subject to certain restrictions on transfer. See "Subscription and Sale".

Investing in Notes issued under the Programme involves certain risks. Prospective investors should have regard to the risks described in "Risk Factors".

This Offering Circular is an advertisement and is not a prospectus for the purposes of Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**"), including as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK Prospectus Regulation**").

Arrangers and Dealers

DBS Bank Ltd.

The Hongkong and
Shanghai Banking
Corporation Limited,
Singapore Branch

Morgan Stanley Asia
(Singapore) Pte.

Oversea-Chinese
Banking
Corporation
Limited

United Overseas
Bank Limited

NOTICE TO INVESTORS

The Issuer and the Guarantor accept responsibility for the information contained in this Offering Circular. The Issuer and the Guarantor, having made all reasonable enquiries, confirm that: (i) this Offering Circular contains all information with regard to the Issuer, the Guarantor and the Group and to the Notes and the Guarantee which is material in the context of the issue and offering of the Notes and the giving of the Guarantee; (ii) such information is true and accurate in all material respects; (iii) the opinions, expectations and intentions expressed in the Offering Circular have been carefully considered, are and will be based on all relevant considerations and facts known to the Issuer and the Guarantor existing at the date of its issue and are and will be fairly, reasonably and honestly held by the Issuer and/or the Guarantor, as the case may be; and (iv) there are no other facts the omission of which would make any such information or material expressions of opinion, expectation or intention misleading in any material respect.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (please refer to “Documents Incorporated by Reference”). This Offering Circular shall be read and construed on the basis that such documents are incorporated in, and form part of, this Offering Circular.

The Arrangers, the Dealers, the Trustee and the Agents have not separately verified the information contained in this Offering Circular. None of the Arrangers, the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, is making any representation or warranty, expressed or implied, as to the merits of the Notes or the subscription for, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of the Issuer or the Guarantor. Further, none of the Arrangers, the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, makes any representation or warranty as to the Issuer and the Guarantor or as to the accuracy, reliability or completeness of the information set out herein and the documents which are incorporated by reference in, and form part of, this Offering Circular.

To the fullest extent permitted by law, none of the Arrangers, the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, accepts any responsibility for the contents of this Offering Circular or for any other statement made or purported to be made by the Arrangers, the Dealers, the Trustee or the Agents or on their behalf in connection with the Issuer, the Guarantor, the Programme or the issue and offering of the Notes. Each of the Arrangers, each Dealer, the Trustee and each Agent and each person who controls any of them, and each of their respective directors, officers, employees, advisers and agents, and each affiliate of any such person, accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Offering Circular or any such statement.

Certain information in this Offering Circular has been obtained from publicly available information. None of the Issuer, the Guarantor, the Arrangers, the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, makes any representation, express or implied, and do not accept any responsibility with respect to the accuracy or completeness of any information obtained from publicly available information.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes 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 of the Arrangers or the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, that any recipient of:

- (i) this Offering Circular; or
- (ii) any other information supplied in connection with the Programme or any Notes,

should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Guarantor. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer, the Guarantor, any of the Arrangers or the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular (or any part thereof) nor any sale, offering or purchase made in connection herewith shall, under any circumstances, create any implication that there has been no change in the business, prospects, results of operations or general affairs of the Issuer, the Guarantor or their respective subsidiaries and/or associated companies since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer, the Guarantor or their respective subsidiaries and/or associated companies since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme or any Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Arrangers, the Dealers, the Trustee and the Agents and any person who controls any of them, and each of their respective directors, officers, employees, advisers and agents, and each affiliate of any such person, expressly do not undertake to review the financial condition or affairs of the Issuer and the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, *inter alia*, this Offering Circular, the relevant Pricing Supplement and the most recently published documents incorporated by reference into this Offering Circular when deciding whether or not to purchase any Notes.

Any purchase or acquisition of the Notes is in all respects conditional on the satisfaction of certain conditions set out in the Dealer Agreement (as defined herein) and the issue of the Notes by the Issuer pursuant to the Dealer Agreement. Any offer, invitation to offer or agreement made in connection with the purchase or acquisition of the Notes or pursuant to this Offering Circular shall (without any liability or responsibility) on the part of the Issuer, the Guarantor, the Arranger or any of the Dealers lapse and cease to have any effect if (for any reason whatsoever) the Notes are not issued by the Issuer pursuant to the Dealer Agreement.

This Offering Circular does not describe all of the risks and investment considerations (including those relating to each investor's particular circumstances) of an investment in Notes of a particular issue. Each potential purchaser of Notes should also refer to and consider carefully the relevant Pricing Supplement for each particular issue of Notes, which may describe additional risks and investment considerations associated with such Notes. The risks and investment considerations identified in this Offering Circular and the relevant Pricing Supplement are provided as general information only.

In making an investment decision, investors must rely on their own examination of the Issuer, the Guarantor and the terms of the Notes being offered, including the merits and risks involved. Investors should consult their own financial, tax, accounting and legal advisers as to the risks and investment considerations arising from an investment in an issue of Notes and should possess the appropriate resources to analyse such investment and the suitability of such investment in their particular circumstances.

None of the Issuer, the Guarantor, the Arrangers, the Dealers, the Trustee or the Agents or any person who controls any of them, or any of their respective directors, officers, employees, advisers or agents, or any affiliate of any such person, makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

The distribution of this Offering Circular and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Guarantor, the Arrangers and the Dealers to inform themselves about and to observe any such restrictions.

Selling Restrictions — Singapore

This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore (the “MAS”). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes may not be circulated or distributed, nor may Notes 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 (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes 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 or securities-based derivatives contracts (each term as defined in Section 2(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 Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, 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 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

For a description of other restrictions, please refer to “Subscription and Sale”.

EEA RETAIL INVESTORS

If the Pricing Supplement in respect of any Notes includes a legend entitled “PRIIPs Regulation – Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a retail investor means a person who is one (or more) of:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II;
- (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”).

Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK RETAIL INVESTORS

If the Pricing Supplement in respect of any Notes includes a legend entitled “PRIIPs Regulation – Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of:

- (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”);
- (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
- (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”).

Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

The Pricing Supplement in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET

The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

NOTIFICATION UNDER SECTION 309B OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE

Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilisation coordinator(s) (the “**Stabilisation Coordinator(s)**”) (or persons acting on behalf of any Stabilisation Coordinator(s)) in the applicable Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes of the Series of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Coordinator (s) (or persons acting on behalf of any Stabilisation Coordinator(s)) in accordance with all applicable laws, rules and regulations.

CERTAIN DEFINITIONS

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references (if any) to “**Singapore**” are to the Republic of Singapore, to the “**U.S.**”, “**USA**” and “**United States**” are to the United States of America, to the “**EU**” are to the European Union, to “**China**” or “the **PRC**” are to the People’s Republic of China excluding Hong Kong, Macau and Taiwan, to the “**UK**” are to the United Kingdom, to “**S\$**”, “**SGD**” or “**Singapore dollars**” are to the lawful currency of Singapore, to “**U.S. Dollars**”, “**USD**” or “**U.S.\$**” are to the lawful currency of the United States, to “**£**” or “**Sterling**” are to pound sterling, to “**€**” or “**Euro**” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended, to “**RM**” or “**Malaysian ringgit**” are to the lawful currency of Malaysia, to “**JPY**” or “**Japanese Yen**” are to the lawful currency of Japan, to “**RMB**” or “**Renminbi**” are to the lawful currency of the PRC, to “**HK\$**” or “**Hong Kong dollars**” are to the lawful currency of Hong Kong, to “**Australian dollars**” or “**A\$**” are to the lawful currency of Australia, to “**VND**” or “**Vietnamese Dong**” are to the lawful currency of Vietnam, to “**Indonesian Rupiah**” are to the lawful currency of Indonesia, to “**United Arab Emirates Dirham**” are to the lawful currency of United Arab Emirates, “**Indian Rupees**” are to the lawful currency of India, and “**KRW**” are to the lawful currency of the Republic of Korea.

Unless otherwise indicated, the amounts (if any) which have been translated to S\$ are based on information that was extracted from the relevant announcements made by the Guarantor and the applicable exchange rate as specified therein.

Unless otherwise indicated or the context otherwise requires, references in this Offering Circular to “we”, “us”, “our”, “**Group**” or other grammatical variations thereof are to the Guarantor and its subsidiaries (as defined in the Companies Act, Chapter 50 of Singapore) taken as a whole. In particular, in the context of the Group’s financial statements or other financial data or information (including, without limitation, any derivatives, extracts, summaries, discussions or analysis relating thereto), unless otherwise indicated or the context otherwise requires, any reference in this Offering Circular to “we”, “us”, “our”, “Group” or other grammatical variations thereof is a reference to the Group and its Listed Funds and Unlisted Funds (each as defined herein) which the Group consolidates.

In this Offering Circular, unless otherwise stated, references to the description of the Group’s business refer to the business as carried out by the Group, its associated companies and its associated entities (including its Listed Funds and Unlisted Funds and joint ventures).

In this Offering Circular, unless otherwise stated, references to the Group’s properties, portfolio or projects or its ownership of, interests or investments in properties, portfolio or projects refer to properties or projects in which the Group directly or indirectly has an ownership interest, including through its investments in Listed Funds or Unlisted Funds, in which the Group may have a minority interest and which the Group may not control, and properties, portfolio or projects the Group manages but does not have an ownership interest.

In this Offering Circular, references to “**CapitaLand**” are to CapitaLand Limited and references to “**CapitaLand Group**” are to the group of companies comprising CapitaLand, its subsidiaries and its associated companies (including the Group). References to “**Parent Group**” are to the CapitaLand Group (excluding the Group but including CLA Real Estate Holdings Pte. Ltd.).

Unless otherwise indicated, references in this Offering Circular to a “**Condition**” are to the conditions set out in “Terms and Conditions of the Notes other than Perpetual Notes” and/or “Terms and Conditions of the Perpetual Notes”, as applicable.

ROUNDING OF AMOUNTS

Certain monetary amounts and percentages in this Offering Circular have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them. Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding.

INDUSTRY AND MARKET DATA

Market data and certain industry forecasts used throughout this Offering Circular have been obtained from internal surveys, market research, publicly available information and industry publications. Industry publications generally state that the information that they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of that information is not guaranteed. Similarly, internal surveys, industry forecasts and market research, while believed to be reliable, have not been independently verified, and none of the Issuer, the Guarantor, the Arrangers, the Trustee, the Agents or the Dealers makes any representation as to the accuracy or completeness of that information. In making an investment decision, each investor must rely on its own examination of the Issuer, the Guarantor and the Group and the terms of the offering and the Notes, including the merits and risks involved.

FORWARD-LOOKING STATEMENTS

Certain statements under “Risk Factors”, “Description of the Group” and elsewhere in this Offering Circular constitute “forward-looking statements”. The words including “believe”, “expect”, “plan”, “anticipate”, “schedule”, “estimate” and similar words or expressions identify forward-looking statements. In addition, all statements other than statements of historical facts included in this Offering Circular, including, but without limitation, those regarding the financial position, business strategy, prospects, capital expenditure and investment plans of the Group and the plans and objectives of the Group’s management for its future operations (including development plans and objectives relating to the Group’s operations), are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results or performance of the Group to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Each of the Issuer and the Guarantor expressly disclaims any obligation or undertaking to release any updates or revisions to any forward-looking statements contained herein to reflect any change in the Issuer’s, the Guarantor’s or the Group’s expectations with regard thereto or any change of events, conditions or circumstances, on which any such statements were based. This Offering Circular discloses, under “Risk Factors” and elsewhere, important risks that could cause actual results to differ materially from the Issuer’s, the Guarantor’s or the Group’s expectations. All subsequent forward-looking statements attributable to the Issuer or the Guarantor or persons acting on behalf of the Issuer or the Guarantor are expressly qualified in their entirety by such cautionary statements.

PRESENTATION OF FINANCIAL INFORMATION AND FINANCIAL STATEMENTS

Financial Information

This Offering Circular contains certain information regarding the Group’s EBITDA. EBITDA is defined as Earnings before Interest, Taxation, Depreciation and Amortisation. EBITDA is not a standard measure under Singapore Financial Reporting Standards (International) (“**SFRS(I)**”). EBITDA is a widely used financial indicator of a company’s ability to service and incur debt. EBITDA should not be considered in isolation or construed as an alternative to cash flows, profit for the year/period or any other measure of financial performance or as an indicator of the Group’s operating performance, liquidity, profitability or cash flows generated by operating, investing or

financing activities. In evaluating EBITDA, investors should consider, among other things, the components of EBITDA such as turnover and operating expenses and the amount by which EBITDA exceeds capital expenditures and other charges. The Group has included EBITDA because it believes it is a useful supplement to cash flow data as a measure of the Group's performance and its ability to generate cash flow from operations to cover debt service and taxes. EBITDA presented herein may not be comparable to similarly titled measures presented by other companies. Investors should not compare the Group's EBITDA to EBITDA presented by other companies because not all companies use the same definition.

Financial Statements

The Group has prepared (i) audited combined financial statements as at and for the years ended 31 December 2020 (“**FY2020**”) and 2019 (“**FY2019**”) (the “**Audited FY2020 and FY2019 Financial Statements**”), (ii) unaudited condensed interim combined financial statements as at and for the three-month periods ended 31 March 2021 (“**1Q2021**”) and 31 March 2020 (“**1Q2020**”) (the “**Unaudited 1Q2021 Financial Statements**”), and (iii) unaudited pro forma financial information for the year ended 31 December 2020 and the three-month period ended 31 March 2021 (the “**Unaudited Pro Forma Financial Information**”).

Each of the:

- Audited FY2020 and FY2019 Financial Statements;
- Unaudited 1Q2021 Financial Statements; and
- Unaudited Pro Forma Financial Information,

is included in this Offering Circular. The Audited FY2020 and FY2019 Financial Statements are prepared in accordance with SFRS(I) and International Financial Reporting Standards (“**IFRS**”). The Unaudited 1Q2021 Financial Statements are prepared in accordance with SFRS(I) 1-34 *Interim Financial Reporting* and International Accounting Standards 34 *Interim Financial Reporting*. The unaudited pro forma financial information for the year ended 31 December 2020 and the three-month period ended 31 March 2021 has been derived from the audited combined financial statements of the Group for the year ended 31 December 2020 and the unaudited condensed interim combined financial statements of the Group for the three-month period ended 31 March 2020.

All references to SFRS(I) and IFRS are subsequently referred to as SFRS(I) in this Offering Circular unless otherwise stated. Please refer to “Index to Financial Statements”, “Selected Financial Information” and “Selected Pro Forma Financial Information”.

The Unaudited Pro Forma Financial Information, which has been prepared for illustrative purposes only, are based on certain assumptions and after making certain adjustments, to illustrate the effect of:

(a) transaction costs incurred arising from the Internal Restructuring (as defined herein) and the listing of CLI on the SGX-ST;

(b) capitalisation of certain loans extended by/to CapitaLand Group and novated to the Group. In this regard, inter-company loans that are extended from/to CapitaLand and/or the Parent Group to the Group were to be novated to the Group, in connection with the Internal Restructuring and the Scheme (as defined herein). The net loans were to be settled by way of an allotment and issue of new shares of CLI to CapitaLand and cash settlement using proceeds from additional debt financing that the Group will procure; and

(c) acquisitions and disposals of relevant assets, entities and businesses¹ on or after 1 January 2020 up to 17 July 2021, where the total absolute amount of profit or loss before tax from these transactions had exceeded the amount of the Group's absolute loss before tax for the year ended 31 December 2020, by more than 20% (the “**Acquisitions and Disposals**”).

¹ Excluding agreements entered into by entities and funds of the Group that are not defined as subsidiaries under the Companies Act, Chapter 50 of Singapore.

The above events (together, the “**Pro Forma Adjustment Events**”) and the financial effects are reflected in the Unaudited Pro Forma Financial Information through pro forma adjustments as if the Pro Forma Adjustment Events had occurred on 1 January 2020 in relation to the selected pro forma income statements, selected pro forma statements of comprehensive income and selected pro forma statements of cash flows, and as at 31 December 2020 or 31 March 2021 in relation to the selected pro forma balance sheets.

The pro forma financial information, because of their nature, are for illustrative purposes only. They have been prepared based on a number of assumptions and adjustments. Consequently, these financial information is not necessarily indicative of the results of operations that the Group would have realised if the Pro Forma Adjustment Events had occurred during the relevant periods presented, or of the results of operations that the Group will realise in future.

As a result, neither the Unaudited 1Q2021 Financial Statements nor the Unaudited Pro Forma Financial Information should be relied upon by potential investors to provide the same quality of information associated with information that has been subject to an audit. Potential investors must exercise caution when using such data to evaluate the Group’s financial condition and results of operations. In addition, the Unaudited 1Q2021 Financial Statements should not be taken as an indication of the expected financial condition, results of operations and results of the Group for the full financial year ending 31 December 2021 (“**FY2021**”). None of the Arrangers , Dealers , the Trustee or the Agents, or any person who controls any of them, or any director, officer, employee, adviser or agent of any of them, or affiliate of any such person, makes any representation or warranty, express or implied, regarding the sufficiency of the Unaudited 1Q2021 Financial Statements or the Unaudited Pro Forma Financial Information for an assessment of the Group’s financial condition and results of operations. Potential investors must exercise caution when using such data to evaluate the Group’s financial condition and results of operations.

SUPPLEMENTARY OFFERING CIRCULAR

The Issuer has given an undertaking to the Arrangers that, if the Issuer has notified the Arrangers in writing that it intends to issue Notes under the Programme, the Issuer shall prepare an amendment or supplement to the Offering Circular or a replacement Offering Circular in the event of:

- (i) a significant new factor, material mistake or inaccuracy relating to the information included in the Offering Circular which is capable of affecting the assessment of the Notes arising or being noted;
- (ii) a change in the condition of the Issuer, the Guarantor and/or the Group which is material in the context of the Programme or the issue of any Notes;
- (iii) the Offering Circular otherwise coming to contain an untrue statement of a material fact or omitting to state a material fact necessary to make the statements contained therein not misleading; or
- (iv) it being necessary at any time to amend the Offering Circular to comply with, or reflect changes in, the laws or regulations of Singapore or any other relevant jurisdiction.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents published or issued from time to time after the date hereof:

- (i) each relevant Pricing Supplement;
- (ii) the most recently published audited consolidated annual financial statements, and any interim financial statements (whether audited or unaudited) published subsequent to such annual financial statements, of the Guarantor from time to time (if any), in each case with the report of the Guarantor's auditors in connection therewith (if any); and
- (iii) all amendments and supplements from time to time to this Offering Circular (if any), (together, the "**Incorporated Documents**")

shall be deemed to be incorporated in, and to form part of, this Offering Circular and which shall be deemed to modify or supersede the contents of this Offering Circular to the extent that a statement contained in any such Incorporated Document is inconsistent with such contents. Such Incorporated Documents shall be incorporated in and form part of this Offering Circular, save that any statement contained in an Incorporated Document shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any subsequent Incorporated Document modifies or supersedes such statement in the earlier Incorporated Document (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 Offering Circular.

Copies of all Incorporated Documents which are so deemed to be incorporated in, and to form part of, this Offering Circular will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection by the Noteholders at the office of the Issuer and the Guarantor (as applicable) set out at the end of this Offering Circular, and will also be available on the website of the SGX-ST at <https://www.sgx.com> (other than Pricing Supplements in respect of Notes which are not listed on the SGX-ST).

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SUMMARY OF THE PROGRAMME

This summary must be read as an introduction to this Offering Circular and any decision to invest in the Notes should be based on a consideration of the Offering Circular as a whole, including any information incorporated by reference. The Terms and Conditions of the Notes other than Perpetual Notes, the Terms and Conditions of the Perpetual Notes, the Trust Deed and the Agency Agreement will prevail to the extent of any inconsistency with the terms set out in this summary. Words and expressions defined in “Terms and Conditions of the Notes other than Perpetual Notes” or “Terms and Conditions of the Perpetual Notes”, as applicable, or elsewhere in this Offering Circular have the same meanings in this summary.

Issuer	CLI Treasury Limited.
Guarantor	CapitaLand Investment Limited.
Description	Euro Medium Term Note Programme.
Size	Up to S\$6,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuer may increase the aggregate principal amount of the Programme in accordance with the terms of the Dealer Agreement (as defined in “Subscription and Sale”).
Arrangers	DBS Bank Ltd., The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Morgan Stanley Asia (Singapore) Pte., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited.
Dealers	DBS Bank Ltd., The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Morgan Stanley Asia (Singapore) Pte., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited. The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Offering Circular to “ Programme Dealers ” are to the persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “ Dealers ” are to all Programme Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Trustee	The Bank of New York Mellon, London Branch.
Issuing and Paying Agent in respect of Notes other than CMU Notes and CDP Notes	The Bank of New York Mellon, London Branch.
CMU Lodging and Paying Agent, Transfer Agent and Registrar in respect of CMU Notes	The Bank of New York Mellon, Hong Kong Branch.

**CDP Issuing and Paying Agent,
Transfer Agent and Registrar in
respect of CDP Notes**

The Bank of New York Mellon, Singapore Branch.

**Registrar and Transfer Agent in
respect of Registered Notes
other than CMU Notes and CDP
Notes**

The Bank of New York Mellon SA/NV, Dublin Branch.

**Listing and Admission to
Trading**

Application has been made to the SGX-ST for permission to deal in and quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. There is no assurance that the application to the Official List of the SGX-ST will be approved. If the application to the SGX-ST to list a particular Series of Notes is approved and the rules of the SGX-ST so require, such Notes listed on the SGX-ST will be traded on the SGX-ST in a board lot size of at least S\$200,000 (or its equivalent in other currencies).

Unlisted Series of Notes may also be issued pursuant to the Programme. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s) in relation to each Series of Notes. The Pricing Supplement relating to each Series of Notes will state whether or not the Notes of such Series will be listed on any stock exchange(s) and, if so, on which stock exchange(s) the Notes are to be listed.

Selling Restrictions

The United States, the Public Offer Selling Restriction under the Prospectus Regulation (in respect of Notes having a specified denomination of less than €100,000 or its equivalent in any other currency as at the date of issue of the Notes), the United Kingdom, Singapore, Hong Kong, Japan. Please refer to “Subscription and Sale”.

For sales outside the United States to non-U.S. persons, Regulation S, Category 2 selling restrictions shall apply.

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Internal Revenue Code) (the “**D Rules**”) unless:

- (i) the relevant Pricing Supplement states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**C Rules**”); or

- (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), which circumstances will be referred to in the relevant Pricing Supplement as a transaction to which TEFRA is not applicable.

In connection with the offering and sale of a particular Series of the Notes, additional restrictions may be imposed which will be set out in the relevant Pricing Supplement.

Legal entity identifier (“LEI”) The LEI of the Issuer is 2549004ZRTSZ1068WQ47.

Summary of terms relating to Notes other than Perpetual Notes

Method of Issue

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “**Series**”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest and the issue price), the Notes of each Series being intended to be fungible with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the relevant pricing supplement (the “**Pricing Supplement**”).

Issue Price

Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.

Form of Notes

The Notes may be issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”). Registered Notes will not be exchangeable for Bearer Notes and vice versa.

Each Tranche of Bearer Notes will be represented on issue by a temporary Global Note if:

- (i) Definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date; or

- (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “Summary of the Programme – Selling Restrictions” above),

otherwise such Tranche will be represented by a permanent Global Note.

Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “**Global Certificates**”.

Clearing Systems

Euroclear, Clearstream, CDP or the CMU, and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Guarantor, the Issuing and Paying Agent, the Registrar, the Trustee and the relevant Dealer(s).

Initial Delivery of Notes

On or before the issue date for each Tranche, the Global Note representing Bearer Notes or the Global Certificate representing Registered Notes may be deposited with a common depository for Euroclear and Clearstream, with CDP or with a sub-custodian for the HKMA as operator of the CMU. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Guarantor, the Trustee, the Registrar, the Issuing and Paying Agent and the relevant Dealer(s). Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of, or in the name of a nominee of a common depository for, such clearing systems or its operator.

Currencies

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer, the Guarantor and the relevant Dealer(s). Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s).

Renminbi Fallback

If by reason of Inconvertibility, Non-transferability or Illiquidity (each as defined in “Terms and Conditions of the Notes other than Perpetual Notes – Payments and Talons”), neither the Issuer nor the Guarantor, in their sole discretion, is able to satisfy payments of principal or interest in respect of the Notes when due in Renminbi (in the case of Notes cleared through the CMU Service) in Hong Kong, or (in the case of Notes cleared through the CDP System) in Singapore, the Issuer or the Guarantor as the case may be, on giving not less than 10 nor more than 30 days’ irrevocable notice to the Noteholders and the Paying Agent prior to the due date for the relevant payment, settle any such payment (in the case of Notes cleared through the CMU Service) in U.S. dollars, or (in the case of Notes cleared through the CDP System) in Singapore dollars, on the due date at, (in the case of Notes cleared through the CMU Service), the U.S. Dollar Equivalent or, (in the case of Notes cleared through the CDP System), the Singapore Dollar Equivalent of any such Renminbi denominated amount. Please refer to “Terms and Conditions of the Notes other than Perpetual Notes – Payments and Talons”.

Maturities

Subject to compliance with all relevant laws, regulations and directives, Notes may have any maturity as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s).

Specified Denomination

Definitive Notes will be in such denominations as may be specified in the relevant Pricing Supplement save that unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA (as defined in “Subscription and Sale – Selling Restrictions – United Kingdom”) will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Fixed Rate Notes

In respect of Fixed Rate Notes, fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Pricing Supplement.

Floating Rate Notes

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) (in the case of Notes denominated in Singapore dollars) by reference to SIBOR, Swap Rate or SORA Benchmark (or such other benchmark as may be specified in the relevant Pricing Supplement), as adjusted for any applicable margin;
- (ii) (in the case of Notes denominated in a currency other than in Singapore dollars) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.; or
- (iii) (in the case of Notes denominated in a currency other than in Singapore dollars) by reference to LIBOR, EURIBOR or SOFR Benchmark (or such other benchmark as may be specified in the relevant Pricing Supplement) as adjusted for any applicable margin.

Interest periods will be specified in the relevant Pricing Supplement.

Partly Paid Notes

Interest will accrue on the paid-up principal amount of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) and otherwise as specified in the relevant Pricing Supplement.

Zero Coupon Notes

Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.

Dual Currency Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange as may be specified in the relevant Pricing Supplement.

Index Linked Notes

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula as may be specified in the relevant Pricing Supplement.

Interest Periods and Interest Rates

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Pricing Supplement.

Redemption

The relevant Pricing Supplement will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Redemption by Instalments

The Pricing Supplement issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.

Optional Redemption

The Pricing Supplement issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or at the option of the holders, and if so the terms applicable to such redemption. Please refer to “Terms and Conditions of the Notes other than Perpetual Notes – Redemption, Purchase and Options”.

Redemption for Taxation Reasons

The Notes may be redeemed for taxation reasons at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if the Note is either a Floating Rate Note or an Index Linked Note) or at any time (if the Note is neither a Floating Rate Note nor an Index Linked Note), on giving not less than 30 nor more than 60 days’ irrevocable notice to the Noteholders at their Early Redemption Amount (as defined in the Terms and Conditions of the Notes other than Perpetual Notes) (together with interest accrued to but excluding the date fixed for redemption but unpaid). Please refer to “Terms and Conditions of the Notes other than Perpetual Notes – Redemption, Purchase and Options – Redemption for Taxation Reasons”.

Redemption in the case of Minimal Outstanding Amount

The relevant Pricing Supplement will specify whether the Notes will be subject to redemption in the case of a minimal outstanding amount. If so specified thereon, the Issuer may, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Pricing Supplement) and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, redeem the Notes, in whole, but not in part, at their principal amount (together with interest accrued to but excluding the date fixed for redemption but unpaid) if, immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 10% of the aggregate principal amount of that Series of Notes originally issued.

Other Notes

Terms applicable to any other type of Note that the Issuer, the Guarantor, the Trustee and the relevant Dealer(s) may agree to issue under the Programme will be set out in the relevant Pricing Supplement and a supplementary Offering Circular.

Guarantee

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Notes, the Receipts and the Coupons relating to them. The obligations of the Guarantor in that respect are contained in the Trust Deed.

Status of Notes and the Guarantee

The Notes and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to "Terms and Conditions of the Notes other than Perpetual Notes – Negative Pledge") unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Receipts and Coupons relating to them and of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation and subject to "Terms and Conditions of the Notes other than Perpetual Notes – Negative Pledge", at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer and the Guarantor respectively, present and future.

Negative Pledge

The Notes will contain a negative pledge provision as described in "Terms and Conditions of the Notes other than Perpetual Notes – Negative Pledge".

Events of Default

The Notes will contain events of default provisions as described in “Terms and Conditions of the Notes other than Perpetual Notes – Events of Default”.

Credit Ratings

The Programme has not been rated and Tranches of Notes will be rated or unrated. Where a Tranche of Notes is to be rated, such credit rating will be specified in the relevant Pricing Supplement. A credit rating is a statement of opinion and not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning credit rating agency.

Withholding Tax

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes, the Receipts and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, in relation to Singapore Dollar Notes, the Issuer or, as the case may be, the Guarantor will not be obliged to pay any additional amounts in respect of any such withholding or deduction from payments in respect of such Singapore Dollar Notes for, or on account of, any such taxes or duties, and in relation to Non-Singapore Dollar Notes, the Issuer or, as the case may be, the Guarantor shall (subject to certain customary exceptions as described in “Terms and Conditions of the Notes other than Perpetual Notes – Taxation”) pay such additional amounts, as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required.

Governing Law

The Trust Deed, the Notes, the Certificates, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance with, English law or Singapore law, as specified in the applicable Pricing Supplement.

Summary of terms relating to Perpetual Notes

Method of Issue

The Perpetual Notes will be issued on a syndicated or non-syndicated basis. The Perpetual Notes will be issued in Series having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of Distribution and the issue price), the Perpetual Notes of each Series being intended to be fungible with all other Perpetual Notes of that Series.

Each Series may be issued in Tranches on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of Distribution and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the relevant Pricing Supplement.

Issue Price

Perpetual Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly Paid Perpetual Notes may be issued, the issue price of which will be payable in two or more instalments.

Form of Notes

The Perpetual Notes may be issued in bearer form ("**Bearer Perpetual Notes**") or in registered form ("**Registered Perpetual Notes**"). Registered Perpetual Notes will not be exchangeable for Bearer Perpetual Notes and vice versa.

Each Tranche of Bearer Perpetual Notes will be represented on issue by a temporary Global Note if:

- (i) Definitive Perpetual Notes are to be made available to Noteholders following the expiry of 40 days after their issue date; or
- (ii) such Perpetual Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "Summary of the Programme – Selling Restrictions" above),

otherwise such Tranche will be represented by a permanent Global Note.

Registered Perpetual Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Perpetual Notes of one Series. Certificates representing Registered Perpetual Notes that are registered in the name of a nominee for one or more clearing systems are referred to as "Global Certificates".

Clearing Systems

Euroclear, Clearstream, CDP or the CMU, and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Guarantor, the Issuing and Paying Agent, the Registrar, the Trustee and the relevant Dealer(s).

Initial Delivery of Perpetual Notes

On or before the issue date for each Tranche, the Global Note representing Bearer Perpetual Notes or the Global Certificate representing Registered Perpetual Notes may be deposited with a common depository for Euroclear and Clearstream, with CDP or with a sub-custodian for the HKMA as operator of the CMU. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Guarantor, the Trustee, the Registrar, the Issuing and Paying Agent and the relevant Dealer(s). Registered Perpetual Notes that are to be credited to one or more clearing systems on issue will be registered in the name of, or in the name of a nominee of a common depository for, such clearing systems or its operator.

Currencies

Subject to compliance with all relevant laws, regulations and directives, Perpetual Notes may be issued in Singapore dollars or in any other currency agreed between the Issuer, the Guarantor and the relevant Dealer(s). Payments in respect of Perpetual Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s).

Renminbi Fallback

If by reason of Inconvertibility, Non-transferability or Illiquidity (each as defined in “Terms and Conditions of the Perpetual Notes – Payments and Talons”), neither the Issuer nor the Guarantor, in their sole discretion, is able to satisfy payments of principal or Distributions in respect of the Perpetual Notes when due in Renminbi (in the case of Perpetual Notes cleared through the CMU Service) in Hong Kong, or (in the case of Perpetual Notes cleared through the CDP System) in Singapore, the Issuer or the Guarantor, as the case may be, on giving not less than 10 nor more than 30 days’ irrevocable notice to the Noteholders and the Paying Agent prior to the due date for the relevant payment, settle any such payment (in the case of Perpetual Notes cleared through the CMU Service) in U.S. dollars, or (in the case of Perpetual Notes cleared through the CDP System) in Singapore dollars, on the due date at, (in the case of Notes cleared through the CMU Service), the U.S. Dollar Equivalent or, (in the case of Notes cleared through the CDP System), the Singapore Dollar Equivalent of any such Renminbi denominated amount. Please refer to “Terms and Conditions of the Perpetual Notes – Payments and Talons”.

No Fixed Maturity

The Perpetual Notes have no fixed redemption date and the Issuer shall only have the right to redeem or purchase them in accordance with the provisions of the Conditions of such Perpetual Notes. Holders of Perpetual Notes have no right to require the Issuer to redeem the Perpetual Notes.

Specified Denomination

Definitive Perpetual Notes will be in such denominations as may be specified in the relevant Pricing Supplement save that unless otherwise permitted by then current laws and regulations, Perpetual Notes (including Perpetual Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Fixed Rate Perpetual Notes

In respect of Fixed Rate Perpetual Notes, Distributions will be payable in arrear on the date or dates in each year specified in the relevant Pricing Supplement.

Floating Rate Perpetual Notes

In respect of Floating Rate Perpetual Notes, Distributions will be determined separately for each Series as follows:

- (i) (in the case of Perpetual Notes denominated in Singapore dollars) by reference to SIBOR, Swap Rate or SORA Benchmark (or such other benchmark as may be specified in the relevant Pricing Supplement), as adjusted for any applicable margin;
- (ii) (in the case of Perpetual Notes denominated in a currency other than in Singapore dollars) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.; or
- (iii) (in the case of Perpetual Notes denominated in a currency other than in Singapore dollars) by reference to LIBOR, EURIBOR or SOFR Benchmark (or such other benchmark as may be specified in the relevant Pricing Supplement), as adjusted for any applicable margin.

Distribution Periods will be specified in the relevant Pricing Supplement.

Distributions in respect of Perpetual Notes

In respect of Perpetual Notes, unless otherwise specified in the relevant Pricing Supplement, subject to Condition 4(h) of the Terms and Conditions of the Perpetual Notes (as described in "Optional Deferral of Distributions in respect of Perpetual Notes" below), Distributions will be payable in arrear on the date or dates in each year specified in the relevant Pricing Supplement.

Optional Deferral of Distributions in respect of Perpetual Notes

The relevant Pricing Supplement will specify whether the Issuer may, at its sole discretion, elect to defer (in whole or in part) any Distribution which is otherwise scheduled to be paid on a Distribution Payment Date to the next Distribution Payment Date by giving a Deferral Election Notice to the Noteholders, the Trustee and the Issuing and Paying Agent not more than 15 nor less than five Business Days (or such other notice period as may be specified in the relevant Pricing Supplement) prior to a scheduled Distribution Payment Date unless, during the Look-Back Period prior to such scheduled Distribution Payment Date, a Compulsory Distribution Payment Event has occurred.

A Compulsory Distribution Payment Event is when the Issuer has at its discretion repurchased, redeemed or otherwise acquired any of its Junior Obligations (as defined in the relevant Pricing Supplement) or, in relation to Subordinated Perpetual Notes only, its Parity Obligations (as defined in the relevant Pricing Supplement) other than:

- (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants; or
- (ii) as a result of the exchange or conversion of its Parity Obligations for its Junior Obligations, and/or as otherwise specified in the applicable Pricing Supplement.

The Issuer shall have no obligation to pay any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on any Distribution Payment Date if it validly elects not to do so in accordance with Condition 4(h)(i) of the Terms and Conditions of the Perpetual Notes.

Cumulative Deferral of Distributions in respect of Perpetual Notes

The relevant Pricing Supplement will specify whether the Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(h)(i) of the Terms and Conditions of the Perpetual Notes) 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(h) of the Terms and Conditions of the Perpetual Notes except that Condition 4(h)(iv) of the Terms and Conditions of the Perpetual Notes shall be complied with until all outstanding Arrears of Distribution have been paid in full.

Non-Cumulative Deferral of Distributions; Optional Distribution

If Non-Cumulative Deferral is set out in the relevant Pricing Supplement, any Distribution deferred pursuant to Condition 4(h) of the Terms and Conditions of the Perpetual Notes will be non-cumulative and will not accrue Distribution. The Issuer is not under any obligation to pay such Distribution or any other Distributions that have not been paid in whole or in part. If Optional Distribution is set out in the relevant Pricing Supplement, the Issuer may, at its sole discretion, and at any time, elect to pay an optional amount equal to the amount of Distribution which is unpaid in whole or in part (an “**Optional Distribution**”) at any time by giving notice of such election to the Noteholders and the Trustee and the Issuing and Paying Agent not more than 15 and not less than five Business Days (or such other notice period as may be specified in the relevant Pricing Supplement) 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 on the payment date specified in such notice). Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the Noteholders or Couponholders of all outstanding Perpetual Notes and the Coupons related to them on a *pro-rata* basis.

Restrictions in the case of a Deferral in respect of Perpetual Notes

The relevant Pricing Supplement will specify whether, if on any Distribution Payment Date, payment of all Distribution payments scheduled to be made on such date is not made in full by reason of Condition 4(h) of the Terms and Conditions of the Perpetual Notes, the Issuer and the Guarantor shall not and shall procure that none of their respective Subsidiaries (other than any Subsidiary which is listed on any stock exchange) will:

- (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: (1) any of its Junior Obligations (in the case of Senior Perpetual Notes); or (2) any of its Junior Obligations or Parity Obligations (in the case of Subordinated Perpetual Notes) (except: (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants;

- (ii) in relation to the Parity Obligations on a *pro-rata* basis); or (ii) redeem, reduce, cancel, buy-back or acquire for any consideration: (1) any of its Junior Obligations (in the case of Senior Perpetual Notes); or (2) any of its Junior Obligations or Parity Obligations (in the case of Subordinated Perpetual Notes) (other than: (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants; or (ii) as a result of the exchange or conversion of Parity Obligations for Junior Obligations),

in each case, other than:

- (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants;
- (ii) as a result of the exchange or conversion of Parity Obligations for Junior Obligations;
- (iii) (if Cumulative Deferral is set out in the relevant Pricing Supplement) if the Issuer or the Guarantor (as the case may be) has satisfied in full all outstanding Arrears of Distribution;
- (iv) (if Non-Cumulative Deferral is set out in the relevant Pricing Supplement) if all outstanding Perpetual Notes have been redeemed in full, the next scheduled Distribution has been paid in full or an Optional Distribution equal to the amount of 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
- (v) if the Issuer or the Guarantor (as the case may be) is permitted to do so by an Extraordinary Resolution of the Noteholders and/or as otherwise specified in the relevant Pricing Supplement.

Other Perpetual Notes

Terms applicable to reverse dual currency Perpetual Notes, optional dual currency Perpetual Notes, Partly Paid Perpetual Notes and any other type of Perpetual Note that the Issuer, the Guarantor, the Trustee and the relevant Dealer(s) may agree to issue under the Programme will be set out in the relevant Pricing Supplement and the supplementary Offering Circular.

Redemption for Accounting Reasons

The relevant Pricing Supplement will specify whether the Perpetual Notes will be subject to redemption for accounting reasons. If so specified thereon, the Perpetual Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid) if, as a result of any changes or amendments to SFRS(I) or any other accounting standards that may replace SFRS(I) for the purposes of the consolidated financial statements of the Guarantor as amended from time to time (the "**Relevant Accounting Standards**"), the Perpetual Notes and/or the Guarantee of the Perpetual Notes must not or must no longer be recorded as "equity" of the Guarantor pursuant to such Relevant Accounting Standards.

Redemption for Tax Deductibility Reasons

The Perpetual Notes may, subject to certain conditions being satisfied, be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders, the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar, at their Early Redemption Amount as specified in the applicable Pricing Supplement if the Issuer satisfies the Trustee immediately before giving such notice that, as a result of a Tax Deductibility Event, the Distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer are no longer or would no longer be, or within 90 days of the relevant opinion would no longer be, regarded as tax deductible as more particularly described in Condition 5(d) of the Terms and Conditions of the Perpetual Notes.

Please refer to "Terms and Conditions of the Perpetual Notes – Redemption and Purchase – Redemption for tax deductibility reasons".

Redemption for Taxation Reasons

The Perpetual Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date (if the Perpetual Note is a Floating Rate Perpetual Note) or at any time (if the Perpetual Note is not a Floating Rate Perpetual Note), on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid), for taxation reasons, including if the Issuer or the Guarantor becomes obliged to pay additional tax amounts as a result of any change in laws or regulations or the Perpetual Notes not qualifying as "debt securities" under the Income Tax Act, Chapter 134 of Singapore (the "ITA") and such obligation cannot be avoided by the Issuer or the Guarantor, as the case may be, taking reasonable measures available to it. Please refer to "Terms and Conditions of the Perpetual Notes – Redemption and Purchase – Redemption for Taxation Reasons".

Redemption at the Option of the Issuer

The relevant Pricing Supplement will specify whether the Perpetual Notes will be subject to redemption at the option of the Issuer. If so specified thereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Pricing Supplement) and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, redeem all or, if so provided, some of the Perpetual Notes on any Optional Redemption Date (as specified in the relevant Pricing Supplement). Any such redemption of Perpetual Notes shall be at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid).

Redemption in the case of Minimal Outstanding Amount

The relevant Pricing Supplement will specify whether the Perpetual Notes will be subject to redemption in the case of a minimal outstanding amount. If so specified thereon, the Issuer may, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the Pricing Supplement), and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, redeem the Perpetual Notes, in whole, but not in part, at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Notes outstanding is less than 10 per cent. of the aggregate principal amount of that Series of Perpetual Notes originally issued.

Senior Guarantee

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Senior Perpetual Notes, the Coupons relating to them and the Trust Deed. The obligations of the Guarantor in that respect are contained in the Trust Deed.

Status of Senior Perpetual Notes and Senior Guarantee

The Senior Perpetual Notes and the Coupons relating to them constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Perpetual Notes and the Coupons relating to them and of the Guarantor under the Senior Guarantee shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer and the Guarantor respectively, present and future, as described in "Terms and Conditions of the Perpetual Notes – Guarantee and Status of Senior Perpetual Notes and Senior Guarantee and status of, and Ranking of Claims in relation to, Subordinated Perpetual Notes and Subordinated Guarantee".

Status of Subordinated Perpetual Notes

The Subordinated Perpetual Notes will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and with any Parity Obligations (as defined in the relevant Pricing Supplement) of the Issuer. The rights and claims of the Noteholders in respect of the Subordinated Perpetual Notes are subordinated as described in “Terms and Conditions of the Perpetual Notes – Guarantee and Status of Senior Perpetual Notes and Senior Guarantee and status of, and Ranking of Claims in relation to, Subordinated Perpetual Notes and Subordinated Guarantee”.

Subordination of Subordinated Perpetual Notes

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 Noteholders to payment of principal of and Distribution on the Subordinated Perpetual Notes 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 Notes and in priority to the claims of shareholders of the Issuer and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Offering Circular.

Set-off in relation to Subordinated Perpetual Notes

Subject to applicable law, no Noteholder 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, or arising under or in connection with the Subordinated Perpetual Notes, and each Noteholder shall, by virtue of his holding of any Subordinated Perpetual Notes, 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 Noteholder by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Notes are discharged by set-off, such Noteholder 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.

Subordinated Guarantee

The Guarantor has irrevocably guaranteed on a subordinated basis the due payment of all sums expressed to be payable by the Issuer under the Subordinated Perpetual Notes and the Trust Deed. The obligations of the Guarantor in that respect are contained in the Trust Deed.

Status of Subordinated Guarantee

In relation to each Series of Subordinated Perpetual Notes, the payment obligations of the Guarantor under the Subordinated Guarantee shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with any Parity Obligations of the Guarantor. The rights and claims of the Noteholders in respect of the Subordinated Guarantee are subordinated as described in “Terms and Conditions of the Perpetual Notes – Guarantee and Status of Senior Perpetual Notes and Senior Guarantee and status of, and Ranking of Claims in relation to, Subordinated Perpetual Notes and Subordinated Guarantee”.

Limited right to institute proceedings in relation to Perpetual Notes

The right to institute winding-up proceedings 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 to defer that Distribution in accordance with Condition 4(h) as described in “Terms and Conditions of the Perpetual Notes”.

Proceedings for winding-up in relation to Perpetual Notes

- If:
- (i) an order is made or an effective resolution is passed for the winding-up of the Issuer or the Guarantor; or
 - (ii) the Issuer shall not make payment in respect of the Perpetual Notes or the Guarantor shall not make payment in respect of the Guarantee, as the case may be, for a period of 10 days or more after the date on which such payment is due,

(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 Notes (in the case of the Issuer) and the Guarantee (in the case of the Guarantor) and where such Enforcement Event is continuing, the Trustee may, subject to the provisions of Condition 9(d) of the Terms and Conditions of the Perpetual Notes, institute proceedings for the winding-up of the Issuer (or, as the case may be, the Guarantor) and/or prove in the winding-up of the Issuer (or, as the case may be, the Guarantor) and/or claim in the liquidation of the Issuer and/or the Guarantor for such payment.

Withholding Tax

All payments of principal and Distributions (including any Arrears of Distribution and any Additional Distribution Amount) by or on behalf of the Issuer or the Guarantor in respect of the Perpetual Notes and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having the power to tax, unless the withholding or deduction is required by law. In that event, in relation to Singapore Dollar Perpetual Notes, the Issuer or, as the case may be, the Guarantor will not be obliged to pay any additional amounts in respect of any such withholding or deduction from payments in respect of such Singapore Dollar Perpetual Notes for, or on account of, any such taxes or duties, and in relation to Non-Singapore Dollar Perpetual Notes, the Issuer or, as the case may be, the Guarantor shall (subject to certain customary exceptions as described in “Terms and Conditions of the Perpetual Notes – Taxation”) pay such additional amounts as shall result in the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required.

Governing Law

The Trust Deed, the Perpetual Notes, the Certificate, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance with, English law or Singapore law, as specified in the applicable Pricing Supplement, except that, in relation to Subordinated Perpetual Notes only, the subordination provisions set out in Condition 3(b) of the Terms and Conditions of the Perpetual Notes shall be governed by and construed in accordance with Singapore law.

SELECTED FINANCIAL INFORMATION

The following tables present selected combined financial information of the Group as at and for the periods indicated.

The selected combined financial information as at and for the years ended 31 December 2019 and 2020 has been derived from the Group's Audited FY2020 and FY2019 Financial Statements that have been audited by KPMG LLP, and should be read in conjunction with such published Audited FY2020 and FY2019 Financial Statements and the notes thereto.

The selected combined financial information as at and for the three-month periods ended 31 March 2021 and 2020 has been derived from the Group's Unaudited 1Q2021 Financial Statements that have been reviewed by KPMG LLP, and be read in conjunction with such published Unaudited 1Q2021 Financial Statements and the notes thereto.

The Audited FY2020 and FY2019 Financial Statements of the Group have been prepared in accordance with SFRS(I) and IFRS. The Unaudited 1Q2021 Financial Statements have been reviewed by KPMG LLP in accordance with SFRS(I) 1-34 Interim Financial Reporting and International Accounting Standards 34 Interim Financial Reporting.

The Unaudited 1Q2021 Financial Statements have been reviewed by KPMG LLP in accordance with the Singapore Standard on Review Engagements 2410 Review of Interim Financial Information Performed by the Independent Auditor of the Entity.

The selected combined financial information as at and for the years ended 31 December 2019 and 2020 have been derived from the audited historical combined financial statements included elsewhere in this Offering Circular and should be read together with those financial statements and the notes thereto. The selected combined financial information as at and for the three-month periods ended 31 March 2021 and 31 March 2020 have been derived from the unaudited condensed interim combined financial statements for the three-month periods ended 31 March 2021 and 2020 included in this Offering Circular and should be read together with those financial statements and the notes thereto. The unaudited condensed interim combined financial statements were prepared on the same basis as the audited combined financial statements. The unaudited condensed interim combined financial statements include all adjustments, consisting only of normal and recurring adjustments, which we consider necessary for a fair presentation of our financial position and operating results for the periods presented. The historical results for any prior or interim periods are not necessarily indicative of results to be expected for a full fiscal year or for any future period.

The Audited FY2020 and FY2019 Financial Statements and Unaudited 1Q2021 Financial Statements included in this Offering Circular as at and for the years ended 31 December 2019 and 2020 and the three-month periods ended 31 March 2021 and 2020 have been prepared as if the Internal Restructuring had occurred as at the beginning of the earliest period presented. Accordingly, the assets, liabilities and results of the entities under common control that are transferred into the Group in connection with the Internal Restructuring are included in the Group's combined financial statements as at the beginning of the earliest period presented.

The unaudited consolidated interim financial information as at and for the three-month periods ended 31 March 2021 and 2020 included in this Offering Circular has not been audited by the Group's auditors. Potential investors should exercise caution when using such data to evaluate the Group's financial position and results of operations.

Income Statement

	Audited FY2019 S\$' million	Audited FY2020 S\$' million	Unaudited 1Q2020 S\$' million	Unaudited 1Q2021 S\$' million
Revenue	2,488	1,983	578	516
Cost of sales	(1,317)	(1,111)	(309)	(243)
Gross profit	1,171	872	269	273
Other operating income	702	364	37	60
Administrative expenses	(432)	(475)	(127)	(123)
Other operating expenses	(58)	(918)	*	(3)
Profit from operation	1,383	(157)	179	207
Finance costs	(327)	(377)	(87)	(92)
Share of results (net of tax) of:				
– Associates	793	81	111	113
– Joint Ventures	172	(106)	18	18
	965	(25)	129	131
Profit/(loss) before tax	2,021	(559)	221	246
Tax expense	(273)	(114)	(33)	(30)
Profit/(loss) for the year/period	1,748	(673)	188	216
Attributable to:–				
Shareholders of CLI	1,444	(559)	163	190
Non-controlling interests	304	(114)	25	26
Profit/(loss) for the year/period	1,748	(673)	188	216
EBITDA	2,461	(33)	340	378
Basic earnings per Share (cents)⁽¹⁾	54.4	(19.9)	5.9	6.8

* Amount less than S\$1 million.

Note:

- (1) Based on profit/(loss) for the year/period attributable to shareholders of CLI of S\$1,444 million, S\$(559) million, S\$163 million and S\$190 million for FY2019, FY2020, 1Q2020 and 1Q2021 respectively, and a weighted average number of shares of CLI of 2,654,113,000, 2,807,623,000, 2,772,200,000 and 2,807,623,000 assumed to be issued and outstanding as at 31 December 2019, 31 December 2020, 31 March 2020 and 31 March 2021 respectively, as part of the Internal Restructuring and the Scheme and, for the avoidance of doubt, without taking into account the capitalisation of loans that are extended by CapitaLand and/or the Parent Group to our Group, and all other outstanding balances, in connection with the Internal Restructuring and the Scheme, as described in "Selected Pro Forma Financial Information".

Statement of Comprehensive Income

	Audited FY2019 S\$' million	Audited FY2020 S\$' million	Unaudited 1Q2020 S\$' million	Unaudited 1Q2021 S\$' million
Profit/(Loss) for the year/period	1,748	(673)	188	216
Other comprehensive income (net of tax):				
<i>Items that may be reclassified subsequently to profit or loss</i>				
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations	(67)	188	262	(21)
Effective portion of change in fair value of cash flow hedges	(39)	(22)	(28)	*
Share of other comprehensive income of associates and joint ventures	(143)	330	10	127
Recognition of hedging reserve in profit or loss	–	–	–	2
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Change in fair value of equity investments at fair value through other comprehensive income	67	(30)	12	20
Total other comprehensive income for the year, net of tax	<u>(182)</u>	<u>466</u>	<u>256</u>	<u>128</u>
Total comprehensive income for the year/period	<u>1,566</u>	<u>(207)</u>	<u>444</u>	<u>344</u>
Attributable to:				
Owners of CLI	1,307	(146)	397	281
Non-controlling Interests	259	(61)	47	63
Total comprehensive income for the year/period	<u>1,566</u>	<u>(207)</u>	<u>444</u>	<u>344</u>

* Amount less than S\$1 million.

Balance Sheet

	Audited As at 31 December 2019 S\$' million	Audited As at 31 December 2020 S\$' million	Unaudited As at 31 March 2021 S\$' million
Non-current assets			
Property, plant and equipment	914	1,096	1,107
Intangible assets	925	1,006	1,009
Investment properties	16,256	15,852	16,234
Associates	11,084	10,908	11,042
Joint ventures	2,609	2,290	2,313
Deferred tax assets	54	58	65
Other non-current assets	798	770	523
	32,640	31,980	32,293
Current assets			
Development properties for sale and stocks	218	211	212
Trade and other receivables	4,302	4,258	4,349
Other current assets	8	6	2
Assets held for sale	253	32	32
Cash and cash equivalents	1,421	1,736	1,638
	6,202	6,243	6,233
Total assets	38,842	38,223	38,526
Current liabilities			
Trade and other payables	5,293	5,513	6,107
Contract liabilities	*	*	*
Short term borrowings	1,263	1,132	915
Current portion of debt securities	229	22	–
Current tax payable	386	470	417
Liabilities held for sale	13	–	–
	7,184	7,137	7,439
Net current liabilities	(982)	(894)	(1,206)
Non-current liabilities			
Long term borrowings	5,437	6,049	6,117
Debt securities	1,204	1,263	1,403
Deferred tax liabilities	541	464	462
Other non-current liabilities	7,900	7,576	7,089
	15,082	15,352	15,071
Total liabilities	22,266	22,489	22,510
Net assets	16,576	15,734	16,016

	Audited As at 31 December 2019 S\$' million	Audited As at 31 December 2020 S\$' million	Unaudited As at 31 March 2021 S\$' million
Equity attributable to owners of CLI			
Share capital	7,826	7,926	7,926
Revenue reserve	10,202	8,916	9,098
Other reserves	(5,417)	(4,967)	(4,888)
	12,611	11,875	12,136
Perpetual securities	396	396	397
Non-controlling interests	3,569	3,463	3,483
Total equity	16,576	15,734	16,016
Net asset value per Share⁽¹⁾ (S\$)	4.55	4.23	4.32

* Amount less than S\$1 million.

Note:

- (1) Based on equity attributable to owners of CLI of S\$12,611 million, S\$11,875 million and S\$12,136 million as at 31 December 2019, 31 December 2020 and 31 March 2021 respectively, and 2,772,200,000, 2,807,623,000 and 2,807,623,000 shares of CLI assumed to be issued and outstanding as at 31 December 2019, 31 December 2020 and 31 March 2021 respectively, as part of the Internal Restructuring and the Scheme and, for the avoidance of doubt, without taking into account the capitalisation of loans that are extended by CapitaLand and/or the Parent Group to our Group, and all other outstanding balances, in connection with the Internal Restructuring and the Scheme, as described in "Selected Pro Forma Financial Information".

Selected Combined Statements of Cash Flows Data

	Audited FY2019 S\$' million	Audited FY2020 S\$' million	Unaudited 1Q2020 S\$' million	Unaudited 1Q2021 S\$' million
Cash flows from operating activities	317	183	36	205
Cash flows from investing activities	58	1,068	(355)	(114)
Cash flows from financing activities	(48)	(972)	263	(173)
Net increase/(decrease) in cash and cash equivalents	<u>327</u>	<u>279</u>	<u>(56)</u>	<u>(82)</u>
Cash and cash equivalents at beginning of the year/period	1,032	1,354	1,354	1,678
Effect of exchange rate changes on cash balances held in foreign currencies	<u>(2)</u>	<u>42</u>	<u>21</u>	<u>(6)</u>
Cash and cash equivalents reclassified to assets held for sale	<u>(3)</u>	<u>3</u>	<u>–</u>	<u>–</u>
Cash and cash equivalents at end of the year/period	<u><u>1,354</u></u>	<u><u>1,678</u></u>	<u><u>1,319</u></u>	<u><u>1,590</u></u>

Financial Ratios

	As at or for the year/period ended		
	31 December 2019	31 December 2020	31 March 2021
Earnings per share (cents)	54.4	(19.9)	6.8
Net asset per share (\$)	4.55	4.23	4.32
Debt equity ratio (net of cash)(times) ⁽¹⁾	0.40	0.43	0.42

Note:

- (1) Debt equity ratio is calculated by dividing net borrowings by total equity, where “net borrowings” means the aggregate amount of interest-bearing borrowings, net of cash and cash equivalents, and “total equity” means the aggregate of the issued and paid-up share capital, reserves, perpetual securities and non-controlling interests.

SELECTED PRO FORMA FINANCIAL INFORMATION

The following tables present selected pro forma financial information of the Group as at and for the periods indicated.

KPMG LLP has conducted assurance engagement on the compilation of The Unaudited Pro Forma Financial Information in accordance with Singapore Standard on Assurance Engagements 3420 Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus. The selected pro forma financial information of the Group, which has been prepared for illustrative purposes only, are based on certain assumptions and after making certain adjustments, to illustrate the effect of:

- (a) transaction costs incurred arising from the Internal Restructuring (as defined below) and the listing of CLI on the SGX-ST;
- (b) capitalisation of certain loans extended by/to CapitaLand Group and novated to the Group. In this regard, inter-company loans that are extended from/to CapitaLand and/or the Parent Group to the Group were to be novated to the Group, in connection with the Internal Restructuring and the Scheme. The net loans were to be settled by way of an allotment and issue of new shares of CLI to CapitaLand and cash settlement using proceeds from additional debt financing that the Group will procure; and
- (c) acquisitions and disposals of relevant assets, entities and businesses² on or after 1 January 2020 up to 17 July 2021, where the total absolute amount of profit or loss before tax from these transactions had exceeded the amount of the Group's absolute loss before tax for the year ended 31 December 2020, by more than 20% (the "**Acquisitions and Disposals**").

"**Internal Restructuring**" refers to the acquisition by CLI, in connection with the Scheme, of the following significant entities which own certain assets and businesses from the CapitaLand Group: (i) the investment management platforms and investments for Listed Funds and Unlisted Funds; (ii) the lodging business of the CapitaLand Group, via the transfer of the entire issued share capital of The Ascott Limited, being the entity holding the lodging business; (iii) certain of the assets held by the CapitaLand Group, some of which would constitute the pipeline of assets for the Listed Funds or Unlisted Funds; (iv) certain operating platforms for the office, retail malls, business park properties and data centres comprised in the Group's portfolio (including but not limited to the property managers and entities providing support for the operation and maintenance of these properties); and (v) certain corporate office or entities provide corporate and shared services.

The above Pro Forma Adjustment Events and the financial effects are reflected in these selected pro forma financial information through pro forma adjustments as if the Pro Forma Adjustment Events had occurred on 1 January 2020 in relation to the selected pro forma income statements, selected pro forma statements of comprehensive income and selected pro forma statements of cash flows, and as at 31 December 2020 or 31 March 2021 in relation to the selected pro forma balance sheets.

The pro forma financial information, because of their nature, are for illustrative purposes only. They have been prepared based on a number of assumptions and adjustments. Consequently, these financial information is not necessarily indicative of the results of operations that the Group would have realised if the Pro Forma Adjustment Events had occurred during the relevant periods presented, or of the results of operations that the Group will realise in future.

² Excluding agreements entered into by entities and funds of the Group that are not defined as subsidiaries under the Companies Act, Chapter 50 of Singapore.

The selected pro forma financial information for the year ended 31 December 2020 and the three-month period ended 31 March 2021 has been derived from the audited combined financial statements of the Group for the year ended 31 December 2020 and the unaudited condensed interim combined financial statements of the Group for the three-month period ended 31 March 2020 and should be read in conjunction with such published financial statements.

The Audited FY2020 and FY2019 Financial Statements of the Group have been prepared in accordance with SFRS(I) and IFRS.

The unaudited pro forma financial information for the year ended 31 December 2020 and the three-month period ended 31 March 2021 included in this Offering Circular has not been audited or reviewed by the Group's auditors. Potential investors should exercise caution when using such data to evaluate the Group's financial position and results of operations.

Unaudited Pro Forma Income Statements

	Three-month period ended 31 March 2021 S\$' million	Year ended 31 December 2020 S\$' million
Revenue⁽¹⁾	489	1,895
Cost of sales	(238)	(1,080)
Gross profit	251	815
Other operating income	57	536
Administrative expenses	(124)	(715)
Other operating expenses	(3)	(937)
Profit/(Loss) from operations	181	(301)
Finance costs	(89)	(372)
Share of results (net of tax) of:		
– associates	110	376
– joint ventures	16	(69)
	126	307
Profit/(Loss) before tax	218	(366)
Tax expense	(28)	(81)
Profit/(Loss) for the period/year	190	(447)
Attributable to:–		
Owners of CLI	168	(317)
Non-controlling interests	22	(130)
Profit/(Loss) for the period/year	190	(447)
Basic and diluted earnings per Share (cents)⁽²⁾	3.23	(6.10)

Notes:

- (1) Comprising of (i) fee income-related business of S\$223 million and S\$799 million; (ii) real estate investments of S\$293 million and S\$1,230 million; and (iii) corporate and others of S\$(27) million and S\$(134) million for the period/year ended 31 March 2021 and 31 December 2020 respectively.
- (2) Based on profit/(loss) for the period/year attributable to owners of CLI of S\$168 million for the three-month period ended 31 March 2021 and S\$317 million for the year ended 31 December 2020 and 5,203,195,792 shares of CLI assumed to be issued and outstanding as at 31 March 2021 and 31 December 2020, as part of the Internal Restructuring and the Scheme. There were no potential dilutive ordinary shares in existence for the three-month period ended 31 March 2021 and year ended 31 December 2020.

Unaudited Pro Forma Statements of Comprehensive Income

	Three-month period ended 31 March 2021 S\$' million	Year ended 31 December 2020 S\$' million
Profit/(Loss) for the period/year	190	(447)
Other comprehensive income:		
<i>Items that may be reclassified subsequently to profit or loss</i>		
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations	(22)	180
Effective portion of change in fair value of cash flow hedges	*	(22)
Recognition of hedging reserve in profit or loss	2	–
Share of other comprehensive income of associates and joint ventures	109	274
<i>Items that will not be reclassified subsequently to profit or loss</i>		
Change in fair value of equity investments at fair value through other comprehensive income	20	(30)
Total other comprehensive income for the period/year, net of tax	109	402
Total comprehensive income for the period/year	299	(45)
Attributable to:		
Owners of CLI	241	33
Non-controlling interests	58	(78)
Total comprehensive income for the period/year	299	(45)

* Amount less than S\$1 million.

Unaudited Pro Forma Balance Sheets

	31 March 2021	31 December 2020	31 December 2020 <i>(excluding adjustments for Acquisitions and Disposals)</i>
	S\$' million	S\$' million	S\$' million
Non-current assets			
Property, plant and equipment	1,106	1,095	1,096
Intangible assets	1,009	1,006	1,006
Investment properties	16,044	15,649	15,852
Associates	10,398	10,274	11,033
Joint ventures	2,276	2,252	2,329
Deferred tax assets	65	58	58
Other non-current assets	177	424	424
	31,075	30,758	31,798
Current assets			
Development properties for sale and stocks	212	211	211
Trade and other receivables	1,268	1,241	1,133
Other current assets	2	6	6
Assets held for sale	32	32	32
Cash and cash equivalents	3,201	3,273	1,736
	4,715	4,763	3,118
Less: current liabilities			
Trade and other payables	1,816	1,670	1,872
Contract liabilities	*	*	*
Short term borrowings	743	965	1,132
Current portion of debt securities	–	22	22
Current tax payable	426	479	470
	2,985	3,136	3,496
Net current assets/(liabilities)	1,730	1,627	(378)
Less: non-current liabilities			
Long term borrowings	11,643	11,546	10,898
Debt securities	1,403	1,263	1,263
Deferred tax liabilities	389	387	429
Other non-current liabilities	292	319	284
	13,727	13,515	12,874
Net assets	19,078	18,870	18,546

	31 March 2021	31 December 2020	31 December 2020 (excluding adjustments for Acquisitions and Disposals)
	S\$' million	S\$' million	S\$' million
Representing:			
Share capital	10,687	10,754	10,754
Revenue reserves	9,552	9,344	8,900
Other reserves	(4,974)	(5,024)	(4,967)
Equity attributable to owners of CLI	15,265	15,074⁽¹⁾	14,687
Perpetual securities	397	396	396
Non-controlling interests	3,416	3,400	3,463
Total equity	19,078	18,870	18,546
Net asset value per Share (S\$)⁽²⁾	2.934	2.897	2.823

* Amount less than S\$1 million.

Notes:

- (1) As at 31 December 2020, the pro forma NAV (excluding non-controlling interests and perpetual securities) is approximately S\$15.1 billion, of which approximately S\$13.9 billion is attributable to real estate investments, while the remaining S\$1.2 billion is attributable to fee income-related business.
- (2) Based on the equity attributable to owners of CLI of S\$15,265 million (as at 31 March 2021), S\$15,074 million (as at 31 December 2020) and S\$14,687 million (as at 31 December 2020 and excluding adjustments for Acquisitions and Disposals) and 5,203,195,792 shares of CLI assumed to be issued and outstanding as at 31 March 2021 and 31 December 2020, as part of the Internal Restructuring and the Scheme.

Unaudited Pro Forma Statements of Cash Flows

	1Q2021 S\$' million	FY2020 S\$' million
Cash flows from operating activities	205	159
Cash flows from investing activities	(118)	2,057
Cash flows from financing activities	(171)	(310)
Net (decrease)/increase in cash and cash equivalents	(84)	1,906
Cash and cash equivalents at beginning of the period/year	3,305	1,354
Effect of exchange rate changes on cash balances held in foreign currencies	(6)	45
Cash and cash equivalents at end of the period/year	3,215	3,305
Reconciliation		
Cash and cash equivalents at end of the period/year in statements of cash flows	3,215	3,305
Effects of different basis of preparation for the unaudited pro forma balance sheets and the unaudited pro forma statements of cash flows	(14)	(32)
Cash and cash equivalents at end of the period/year in balance sheets	3,201	3,273

RISK FACTORS

Prior to making any investment decision, prospective investors should consider carefully all of the information in this Offering Circular, including the risks and uncertainties described below. The businesses, financial condition and/or results of operations of the Group could be materially adversely affected by any of these risks. The Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer or the Guarantor may be unable to fulfil their obligations under the Notes or pay interest, principal or other amounts on or in connection with any Notes for other reasons and the Issuer and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Terms used but not defined in this section shall have the meanings given to them in “Terms and Conditions of the Notes other than Perpetual Notes” and/or “Terms and Conditions of the Perpetual Notes” (as the case may be). The Terms and Conditions of the Notes other than Perpetual Notes, the Terms and Conditions of the Perpetual Notes, the Trust Deed, the Singapore Supplemental Trust Deed and the Agency Agreement will prevail to the extent of any inconsistency with the information set out in the sections of those Risk Factors entitled “Risks Relating to the Notes Issued under the Programme”, “Risks Relating to the Structure of a Particular Issue of Notes”, “Additional Risks Relating to the Perpetual Notes” and “Additional Risks Relating to Renminbi-denominated Notes”.

RISKS RELATING TO THE GROUP

(a) Risks relating to our Group’s Business Generally

Our Group’s businesses, financial condition and results of operations may be materially and adversely affected by natural calamities, outbreak of communicable diseases and pandemics/epidemics

Natural calamities, outbreak of communicable diseases and pandemics/epidemics could result in sporadic or prolonged market and/or supply disruptions, an economic downturn or recession, volatilities in domestic and/or international capital markets and may materially and adversely affect Singapore and other economies. The occurrence of any of these events or developments may materially and adversely affect our Group’s businesses, financial condition and results of operations.

In particular, the outbreak in late 2019 of a novel strain of coronavirus (i.e. COVID-19) has since spread globally and triggered a global downturn and global economic contraction, causing disruptions in demand and supply chains. The number of reported cases of COVID-19 worldwide, as well as the number of reported deaths as a consequence of COVID-19 worldwide, significantly exceeded those observed during the Severe Acute Respiratory Syndrome (“SARS”) epidemic that occurred in 2002/2003 and the COVID-19 outbreak has resulted in a more widespread health crisis than that observed during the SARS epidemic. On 30 January 2020, the World Health Organisation declared the COVID-19 outbreak a public health emergency of international concern, and later on 11 March 2020, declared the COVID-19 outbreak a pandemic. Our Group’s business has been affected by the global outbreak of COVID-19, and there may be further adverse effects on our Group’s business as a result of the continuing COVID-19 pandemic.

While many countries have rolled out vaccination for the general population, the COVID-19 pandemic is still ongoing and the actual extent of the pandemic and its impact on the domestic, regional and global economy remains uncertain. The COVID-19 pandemic could result in protracted volatility in international markets and/or result in a global recession as a consequence of disruptions to travel and retail segments, tourism and manufacturing supply chains, imposition of quarantines and prolonged closures of workplaces.

Governments around the world introduced measures designed to slow the spread of the virus, including strict border control, travel restrictions, and ordering residents to stay at home with a limited range of exceptions. Governments have also deployed differing degrees of restrictions from time to time, depending on the infection cases within the countries and/or cities.

Certain restrictive measures introduced significantly reduced the number of people visiting our Group's shopping malls, which adversely impacted the business of our Group's tenants. For the shopping malls, the loss of retailer sales may also place certain tenants under financial strain. While accommodation from banks and support from governments may assist, these circumstances may result in tenants being unable to meet their contracted rent obligations. These restrictive measures could also impact on our office tenants as their staff may not need to return to office. While safe distancing measurements introduced by governments may also require office tenants to retain certain space requirements, there is no assurance that demand for our Group's office spaces will not be reduced, resulting in lower occupancies, softening of rent and potentially higher bad debt provisions. The more affected office tenants are the 'flex-space' operators, including serviced offices and co-working spaces. With 'work-from-home' as the default mode during certain restrictive periods, members of the 'flex-space' community were also unable to work from their offices and some have requested to waive or defer memberships.

Travel restrictions and tighter border controls and entry requirements may also limit travelling for non-essential purposes and this could impact our lodging business. While our lodging business predominantly targets longer-stay demand, we may still be impacted by such travel restrictions on the portion of the business that targets shorter-stay needs.

Moreover, precautionary measures put in place such as cleaning and disinfecting common areas, ensuring logistics readiness, and activating regional and global response teams to provide around-the-clock assistance will lead to higher operating expenses across the different asset classes for our Group.

There is also a risk that governments may impose restrictions on landlords, such as our Group, on the termination or enforcement of leases or require the deferral and/or waiver of rent for a period of time. There is also an increased risk of retailers facing liquidity concerns and an increased risk of our Group having to agree to a deferral or waiver of rent or outgoing payments to financially assist retailers for a period of time for certain countries.

Both the duration of the border control, travel and movement restrictions and the longer-term effects of the COVID-19 pandemic on our Group's business are uncertain. While some governments have partially eased lockdown restrictions and switched to more targeted measures to contain new COVID-19 infection clusters, there is no assurance that the restrictions will be fully eased, or new containment measures will not be re-imposed in view that new COVID-19 infections remain elevated globally or due to the emergence of new variants of COVID-19. The successful development of COVID-19 vaccines is a major milestone in bringing the pandemic under control. The production and distribution of the vaccines are being accelerated globally. However, there is no assurance that the COVID-19 vaccines will remain effective against new COVID-19 variants. Further, COVID-19 infection rates currently remain high in certain countries and have resurfaced in some countries, which have prompted many governments to maintain border controls and safe distancing measures.

The valuations of our Group's properties were last assessed as at 31 December 2020, and as such, are based on the property market and cash flow forecasts as at that date. In FY2020, we recorded fair value loss from investment properties of S\$698 million. There can be no assurance that there will not be any further downward revaluation of our investment properties or that our Group's investment properties will retain the price at which it may be valued. There can also be no assurance that our Group's investment in such properties will be realised at the valuations or property values our Group has recorded or reflected in our Group's financial statements.

Governments (including the Singapore government) have also introduced and may continue to introduce support and relief measures in response to the COVID-19 pandemic. For example, the Singapore government has released numerous budget packages as part of its support and relief measures in response to the COVID-19 pandemic and has implemented legislation which introduces certain relief for individuals and businesses in financial distress as a result of the ongoing COVID-19 pandemic. The Singapore government had also announced the continuation of certain existing measures introduced in response to the COVID-19 pandemic, as well as the introduction of new measures, to support the sectors most affected by the COVID-19 pandemic. Where applicable, our Group has availed ourselves of the relevant support and relief measures available in the jurisdictions in which our Group operates in the form of, among others, support for staff salaries, foreign worker levy rebates and property tax rebates. However, such support and relief measures are for limited durations and further, there is no assurance that such support packages will be effective in improving the state of the relevant local economy and/or the global economy.

As the COVID-19 outbreak is ongoing, the actual extent of the outbreak and its impact on the domestic, regional and global economy remain uncertain, and the actual extent of the impact on our Group's business, financial condition and results of operations will depend on, among other things, the duration of the COVID-19 outbreak, the severity and length of the economic downturn and the speed and strength of the subsequent recovery. Consequently, as a result, there may be further adverse effects on our Group's business, revenue, funds from operations and profit.

The longer-term consequential impact of the COVID-19 outbreak on real estate needs and requirements also remains uncertain. The COVID-19 outbreak has impacted consumption patterns and real estate needs, for example, in the case of strengthening retailers' omni-channel distribution both online and offline thereby driving growth in the e-commerce platform and last mile delivery from logistics hubs, as well as decentralising business space needs to be closer to employees. All these factors have overlapping impact on the different asset classes and could lead to new shifts in the real estate market with varying degrees of impact to different asset classes, as owners and investors of real estate adapt to changing needs of the different demand drivers. There is no assurance that such trends and/or developments, if any, in the real estate market will not adversely affect the performance of our Group's businesses, financial condition and results of operations.

Ongoing uncertainty about the financial stability of global markets could have a material adverse effect on our Group's businesses, financial condition and results of operations

The COVID-19 pandemic has resulted in severe economic disruptions, corporate insolvencies and job losses. Even when travel and movement restrictions are eased or lifted, there might be a period of significantly reduced economic activity and potential increased unemployment. Consumer sentiment and spending may remain cautious, possibly resulting in reduced consumer spending. Should this be the case, this will affect the businesses of our Group's tenants and therefore indirectly affect our Group. These conditions may result in downward pressure on leasing demand, lease rates and the valuation of our Group's properties.

It is possible that the COVID-19 pandemic will cause a prolonged global economic crisis or recession, which may have a material adverse effect on our Group's financial condition and results of operations.

In addition, the onset of the COVID-19 pandemic had caused stock markets worldwide to lose significant value and impacted economic activity in Asia and worldwide. Although there are signs of economic recovery and stability, uncertainty about the still ongoing effects of COVID-19 could result in significant volatility and disruption to capital and securities markets, which, if sustained, may affect our Group's ability to raise new capital and refinance its existing debt.

These factors could have a myriad of effects on our Group's businesses, each of which may adversely affect our Group's performance attributable to some or all of our Group's commercial, retail mall and lodging businesses. These effects include, but are not limited to: decreases in valuations of our Group's properties resulting from deteriorating operating cash flow and widening capitalisation rates; decreases in rental or occupancy rates for commercial, retail mall or lodging properties; insolvency of contractors resulting in construction delays; insolvency of tenants in commercial and retail properties; customer insolvencies; decreases in the amount of extended stay business travel or corporate housing needs resulting in higher vacancy levels and lower rental income from our Group's lodging properties; or failure of financial and other institutions, negatively impacting treasury operations including but not limited to counterparty risks relating to deposits, money market investments and treasury contracts, including those related to foreign exchange or interest rate transactions.

Further, in light of the interconnectivity between Singapore's economy and other economies, Singapore's economy is increasingly exposed to economic and market conditions in other countries. As a result, an economic downturn or recession in the USA, Europe and other countries in the developed world or a slowdown in economic growth in major emerging markets such as the PRC or India could have an adverse effect on economic growth in Singapore. In recent years, credit markets worldwide have experienced periods of significant volatility including a reduction in liquidity levels. A slowdown in the rate of growth in our Group's primary markets could result in a higher rate of default among corporate and retail customers, which could adversely affect our Group's businesses, financial performance, and ability to implement its strategy.

Furthermore, in response to the above developments, legislators and financial regulators in the USA and other jurisdictions, including Singapore, have implemented a number of policy measures designed to add stability to the financial markets and act as liquidity risk management initiatives. However, the overall impact of these and other legislative and regulatory efforts on the global and Singapore financial markets remains uncertain, and these initiatives may not be successful in stabilising the economy. Our Group's business has been adversely affected by the global outbreak of COVID-19 in FY2020 and there may be further adverse effects on our Group's business as a result of the continuing COVID-19 pandemic. In the event that the current conditions in the global credit markets persist, or if there are changes in statutory limitations on the amount of liquidity that our Group must maintain, or if there is any significant financial disruption, this may further materially and adversely affect our Group's cost of funding, loan portfolios, liquidity, businesses, prospects, financial condition and results of operations.

Our Group is exposed to risks relating to growth and expansion, as well as risks in connection with past, ongoing and future acquisitions, joint ventures and strategic partnerships

Our Group's future operating results will depend on, among other things, our Group's management's ability to manage our growth. As part of our Group's future plans, we intend to expand our business, both geographically and operationally. Any such expansion carries inherent risks and uncertainties, requires significant management attention and company resources, and may not yield the results our Group expects.

In the past, our Group had acquired assets and businesses in order to expand its operations. Acquisitions, joint ventures, strategic partnerships, and reorganisations entail risks resulting from the integration of employees, processes, technologies, and products. Such transactions may give rise to substantial administrative and other expenses, and may also be subject to regulatory oversight, governmental or other approvals.

As part of its business strategy, our Group may acquire assets or businesses, or enter into joint ventures or strategic partnerships, although our Group expects to do so in a targeted manner. There is no certainty however that our Group will be able to identify suitable assets or businesses and to acquire them or enter into joint ventures or strategic partnerships on favourable terms. There is also a risk that not all material risks in connection with any such acquisition, or the establishment of a joint venture, or strategic partnership will be identified in the due diligence process and will or could not be sufficiently taken into account in the decision to acquire an asset or business and in the sale and purchase agreement, or the decision to enter into a joint venture and the joint venture agreement. These risks could materialise only after such acquisition has been completed or a joint venture or strategic partnership has been entered into and may not be covered by the warranties and indemnities in the sale and purchase agreement or the joint venture agreement and/or by insurance policies. This may result in delays, increases in costs and expenses, disputes and/or proceedings, or other adverse consequences for our Group. Any of these factors could have a material adverse effect on our Group's businesses, financial position and results of operations.

Our Group's operations are concentrated in the Asia-Pacific region, mainly in Singapore and the PRC and are subject to country-specific risks, including political, regulatory, economic and currency risks

Most of our Group's business activities are concentrated in the Asia-Pacific region, mainly in Singapore and the PRC. Our Group also has a presence in a number of jurisdictions in Europe and USA. As part of our Group's strategy, our Group expects to continue to expand our business in the PRC and as well as in other markets such as Europe and USA. Accordingly, our Group is subject to all the risks inherent in doing business in the jurisdictions in which our Group operates. Our Group's business, earnings, prospects and value of assets that our Group manages may be materially and adversely affected by a variety of conditions and developments, including:

- inflation, interest rates, and general economic conditions;
- governmental policies, laws and regulations, particularly those relating to asset and fund management, marketing, fund raising and real estate, and changes to such policies, laws and regulations;
- difficulties and costs of staffing and managing international operations;
- price controls;
- the ability of our Group's management to deal with multiple, diverse regulatory regimes;
- potentially adverse tax consequences;
- the risk of nationalisation and expropriation of our Group's assets;
- currency fluctuation and regulation risks;
- social unrest or political instability;
- adverse economic, political and other conditions; and
- terrorism,

in each of the countries in which our Group currently, or in the future, conducts business. We may also be subject to tax audits and other related matters. For example, a tax authority has issued notices of additional assessment to one of our subsidiaries in respect of certain additional taxes and penalties amounting to the equivalent of approximately S\$40 million in total. The relevant subsidiary has filed an application for a judicial review and a stay order with respect to the tax claim, and has been granted leave for substantive judicial review, which included a stay so that the disputed taxes need not be paid until the outcome of the judicial review. As at the date of this Offering Circular, the date of the judicial review has not yet been advised. There is no assurance that the outcome of the judicial review will be favourable. The tax claim represents approximately 7.2% of our Group's loss for the year attributable to Shareholders of the Guarantor of approximately S\$559 million for FY2020 and approximately 2.8% of our Group's profit for the year attributable to Shareholders of the Guarantor of approximately S\$1,444 million for FY2019. There is no assurance that the relevant subsidiary or any of our Group companies will not be subject to future tax-related audits, investigations or disputes with the relevant authorities. Please refer to paragraph (4) of the section "General Information" for further details.

Such conditions, developments, measures and the introduction of any new measures and other risks associated with conducting business in the countries our Group operates in, many of which are outside our Group's control, may have an adverse effect on the business, financial condition, results of operations and prospects of our Group. Other policies and measures introduced and which may be introduced by the respective governments of the countries in which our Group operates may lead to changes in market conditions, including price instability and an imbalance between supply of and demand for properties. The respective governments may adjust interest rates, tax rates and other economic policies or impose other regulations or restrictions that may have an adverse effect on the property market, which may adversely affect our Group's business. Our Group expects its exposure to these risks to increase as our Group continues to expand its operations into other countries. For example, in the PRC, the real estate laws and in particular, the laws relevant to the rights of foreign investors and the entities through which they may invest are sometimes unclear. PRC laws and regulations are continually evolving in response to changing economic and other conditions, and the interpretation and application of such laws and regulations are at times ambiguous and can be inconsistent. If our Group fails to comply with applicable laws and regulations in the PRC, our Group may be subject to penalties, have our licences or approvals revoked, or lose our right to own or manage our properties and our businesses in the PRC, among other things, any or all of which could have a material adverse impact on our businesses, financial condition, results of operations and prospects. Our Group may also be adversely affected if new or revised legislation or regulations are enacted, or by changes in the interpretation or enforcement of existing rules and regulations imposed, in the PRC. Any such changes could increase our Group's cost of doing business in the PRC or materially and adversely affect our profitability.

Our Group is exposed to fluctuations and business risks in the commercial, retail, business parks, industrial, logistics and data centre real estate markets and lodging business

The capital value of the investments in our Group's investment management business may fall as well as rise, and the income derived from them may fluctuate. A fall in such capital values may result in a reduction in the level of income which our Group may derive and/or a reduction in the aggregate value of such investments which may require additional contributions from investors including our Group.

Our Group's retail, commercial, business parks, industrial, logistics, data centre and lodging businesses are subject to the operating risks inherent in these industries. For the retail, commercial, business parks, industrial, logistics and data centre businesses, these risks include uneven lease expiries, the ability of tenants to make timely rental payments, the renewal of leases at less favourable terms, non-renewals, non-replacements or early termination of leases and the possible loss of an anchor tenant, for example, in the event that such anchor tenant files for

bankruptcy or insolvency or experiences a downturn in its business or its drawing power which could result in the loss in the demand for and value of the property. For the lodging business, these risks include cyclical downturns arising from changes in general and economic conditions, decreases in the demand for accommodation, oversupply of lodging properties and competition in countries in which our Group's lodging properties are located. The relocation or closure of amenities and transportation infrastructure near any of these properties may also adversely affect the business and value of such properties.

Furthermore, our Group's retail, commercial, business parks, industrial, logistics and data centre and lodging businesses are subject to the recurring need for renovation, refurbishment, repair, maintenance and improvement to the properties and increases in operating costs arising from inflation, government regulations, changes in general economic conditions such as fluctuations in financial and property markets and changes in investment returns which may alter the level of demand for such product, and other factors, including acts of terrorism, riots and civil commotions, natural disasters, pandemics and communicable diseases, extreme weather conditions, labour shortages and work stoppages or disputes. Accordingly, any changes in the aforementioned factors could have an adverse effect on our Group's businesses, financial condition and results of operations.

Our Group may be affected by evolving trends in the retail sector, such as online shopping and other uses of technology

Online shopping for goods and services has been gaining popularity among shoppers in urban areas. In this regard, the use of technology, such as smartphone shopping applications, to transact purchases or to aid purchasing decisions have increased in recent years and are expected to continue to increase in the future. There is also an increase in online food delivery services. This trend may affect business models, sales and profitability of retailers, and could adversely affect the demand for retail real estate and occupancy at retail properties. Whilst our Group has strived to adapt to changing needs of retailers by strengthening the omni-channel distribution both online and offline for retailers at our retail properties, there is no assurance that we can be successful in adapting our business model to take into account such evolving consumer purchasing habits. The foregoing may cause a decline in profits for brick-and-mortar businesses, leading to the closure of underperforming stores by retailers and causing a decrease in demand for retail space in our retail properties and integrated developments, which may result in a decline in the rental and occupancy rates. Any resulting decreases in rental revenue could have a material adverse effect on the value of retail properties. Any of the foregoing may result in an adverse effect on the business, financial condition and results of operations of our Group.

Our Group may be affected if office decentralisation or wider adoption of flexible work arrangements decreases or continues to decrease demand for prime office space

The COVID-19 pandemic may increase demand for decentralised office space and/or cause wider adoption of flexible work-from-home arrangements in urban areas. Although some office tenants may re-design their future physical space needs to take into account additional space requirements as a result of safe-distancing measures introduced by governments, other office tenants may also reassess their long-term physical space needs as a result of potential trends arising out of the COVID-19 pandemic, including increasing numbers of employees working from home and technological innovations and new norms regarding physical space needs. If such trends were to persist in the longer term, this may reduce the demand for office space in our commercial properties and integrated developments, which may result in a decline in the rental rates and occupancy of such properties. Any resulting decreases in rental revenue could have a material adverse effect on the value of our commercial properties and integrated developments. Any of the foregoing may result in an adverse effect on the business, financial condition and results of operation of our Group.

Our Group is subject to competition in our key markets

Our Group's commercial, retail, business parks, industrial, logistics and data centre real estate properties and lodging businesses operate in a competitive environment. Among other things, our Group faces increasing competition in the real estate and lodging markets and the real estate investment management business. Additionally, our Group expects the real estate market in Singapore and the PRC which are part of our core markets to remain highly competitive.

Our Group's businesses compete with both domestic and international companies with respect to factors such as location, facilities and supporting infrastructure, services and pricing. Some of our Group's competitors may have significant financial resources, marketing and other capabilities. For example, domestic companies in the overseas markets in which our Group operates may have more extensive knowledge of the local markets than our Group and may have longer operational track records in their respective domestic markets. International companies are able to capitalise on their overseas experience and greater financial resources to compete in the markets in which our Group has an overseas presence.

Investment Management

Our Group faces significant competition both in acquiring assets and investments for our Listed Funds (as defined below) and Unlisted Funds (being private funds and/or investment vehicles, including but not limited to programmes, joint ventures and co-investments, managed by our Group from time to time) and in the pursuit of investors' capital for our Unlisted Funds.

Our Group's investment management business faces competition primarily in acquiring additional suitable properties for our Listed Funds and Unlisted Funds. We also face competition in the pursuit of investors' capital in our private equity business as well as in seeking value investment opportunities for our Unlisted Funds. Our Group competes with other investment funds, hedge fund sponsors, other financial institutions, corporate buyers and other parties for such capital and investment opportunities.

For acquisitions and investment opportunities, our Group competes with other investment funds, hedge fund sponsors, other financial institutions, corporate buyers and other parties, primarily on price, speed of execution, access to market information about suitable investment opportunities and payment terms. In the event if there needs to be a tapping of capital market or unitholders' approval required for major transactions, the Listed Funds may then require a longer execution time. In certain instances, Listed Funds may be limited by their trading performance in the ability to offer more competitive pricing as compared to other corporate buyers, private funds and other parties. In raising capital for our Listed Funds and Unlisted Funds, our Group competes on the basis of various factors including but not limited to investment performance, profile and track record of our Group's focus, alignment of interest, access to marquee investment opportunities, quality of service provided to and relationship with investors, access to capital, level of fees and expenses charged for services, brand recognition, transaction execution skills, range of products and services and innovation.

A number of factors serve to increase our Group's competitive risks:

- many of our Group's competitors, particularly those in the fund management business, are substantially larger, have greater capital and other resources, offer more comprehensive lines of products and services, and have considerably greater financial, technical and marketing resources than that available to our Group. Some of our Group's competitors may also have a lower cost of capital and access to funding sources that are not available to our Group, which may create competitive disadvantages for our Group with respect to investment opportunities and capital raising. In addition, some of these competitors may have higher risk tolerances, different risk assessments or lower return thresholds, which

could allow them to consider a wider variety of investments and to bid more aggressively than our Group for investments that our Group wants to make. Corporate buyers may be able to achieve synergistic cost savings with regard to an investment that may provide them with a competitive advantage in bidding for an investment;

- there are relatively few barriers to entry for new private fund management firms to enter the market, and the successful efforts of new entrants into our Group's various lines of business will result in increased competition;
- the allocation of increasing amounts of capital to the real estate sector directly by institutional and individual investors could lead to a reduction in opportunities in the real estate sector that our Group seeks to capitalise on; and
- over the past several years, the size and number of funds have continued to increase. If this trend continues, it is possible that it will become increasingly difficult for our Unlisted Funds to raise capital.

In addition, our Listed Funds and Unlisted Funds compete for tenants or guests, as the case may be, with numerous owners and operators which own properties similar to those of our Listed Funds and Unlisted Funds. An inability to compete effectively could adversely affect the businesses, financial conditions and results of operations of our Listed Funds and Unlisted Funds. This would in turn affect the fees our Group derives from its management.

Lodging

Our Group's lodging business also competes for guests in the highly competitive lodging industry in the countries in which it operates. Competitive factors in the lodging industry include, among others, brand recognition, global presence and network, level of fees and expenses charged for services, diversity of brands and offerings, range of products and services, and consistency of the high standards of services provided. There can be no assurance that competitive conditions will not increase as a result of changes in economic conditions, changes in local market conditions and changes in the availability of the supply of lodging space in the relevant markets.

As a result, there can be no assurance that our Group will be able to compete successfully in the future against its existing or potential competitors or that increased competition with respect to our Group's activities will not have a material adverse effect on our Group's businesses, financial condition and results of operations.

Our Group is subject to government regulation and government policies in the countries where our Group operates

The real estate industry in the countries in which our Group operates may be impacted significantly by government regulations, which may result in a reduction in our Group's income or an increase in our Group's costs (including, for example, changes in tenancy laws that limit our Group's recovery of certain property operating expenses or changes in environmental laws that require significant capital expenditure). Some of these countries may also restrict the level, percentage and manner of foreign ownership and investment in real estate. Such regulations are at times ambiguous and their interpretations and applications can be inconsistent and can affect demand for our Group's properties and may be potentially detrimental to our Group. If our Group fails to obtain the relevant approvals or comply with applicable laws and regulations, our Group may be subject to penalties, have our licences or approvals revoked, or lose our right to own or manage our properties and our businesses, among other things, any or all of which could have a material adverse impact on our businesses, financial condition, results of operations and prospects.

Our Group is subject to similar risks to the extent that our Group wishes to establish a presence in other countries or new sectors of the real estate industry. For example, our Group intends to leverage our experience and strengths in the industrial assets to expand into new economy sub sectors such as data centres including in the PRC. In this regard, the laws and regulations regarding the internet data centre business in the PRC (which is categorised as a value-added telecommunications business) are relatively new and are still evolving, and their interpretation and enforcement involve significant uncertainties. These laws and regulations include restrictions on foreign invested entities seeking to obtain an internet data centre permit. If our Group fails to obtain the relevant permits or to obtain or renew such permits in a timely manner or if our Group's operation of internet data centres (including any contractual arrangements which may be entered into in connection with such operations) are regarded as being non-compliant with such laws and regulations, our Group may be subject to penalties or lose our right to own or manage internet data centres in the PRC, any or all of which could have a material adverse impact on our businesses, financial condition, results of operations and prospects.

Investment Management

The investment management industry is subject to extensive regulation in certain jurisdictions in which our Group operates and may be subject to extensive regulation in other jurisdictions in which our Group may wish to establish a presence. Each of the regulatory bodies with jurisdiction over our Group has regulatory powers dealing with many aspects of our Group's services, including the authority to grant, and in specific circumstances to cancel, permissions to carry on particular businesses. There is no assurance that our Group will be granted permissions to carry on particular businesses and if such permissions are granted, there is no assurance that such permissions will not be cancelled.

Certain of our subsidiaries in Singapore are capital markets services licence holders and are subject to regulatory requirements. For instance, the subsidiaries which are capital markets services licence holders registered by the MAS to conduct the regulated activity of real estate investment trust ("**REIT**") management will have to comply with the SFA and the subsidiary legislation issued thereunder, as well as notices, circulars, guidelines, practice notes and codes issued by the MAS from time to time, as may be applicable to it in respect of its regulated activities.

Our Unlisted Funds are not registered under the U.S. Investment Company Act of 1940, as amended, and the managers of such Unlisted Funds are not registered under the U.S. Investment Advisers Act of 1940, as amended. Investors in such Unlisted Funds will not be afforded the protections of such acts. Our Group is therefore subject to restrictions as to raising and/or managing capital from U.S. persons.

Our Group may also be adversely affected if new or revised legislation or regulations are enacted, if current exemptions which our Group relies on are changed, or by changes in the interpretation or enforcement of existing rules and regulations imposed. Any such changes could increase our Group's cost of doing business or materially and adversely affect our profitability.

Lodging

The operations of our lodging properties may require hotel or other business related licences and any failure to obtain, renew or obtain the transfer of such licences may adversely affect the operations of our Group.

The operation of lodging properties is generally subject to various local laws and regulations. There may be laws and regulations which require our Group to be licensed and to obtain other approvals to own, operate and lease such properties as a lodging property. The withdrawal, suspension or non-renewal of any approvals and/or licences, or the imposition of any penalties, as a result of any infringement or non-compliance with any laws, rules or regulations applicable

to such properties, will have an adverse impact on the business at the relevant property and their results of operations. Further, any changes in such laws, rules and regulations may also impact the business at such properties and may result in higher costs of compliance. Any failure to comply with new or revised laws, rules and regulations could result in the imposition of fines or other penalties by the relevant authorities. This could have an adverse impact on the revenue and profits of such properties or otherwise adversely affect their operations.

Our Group operates in a capital intensive industry that relies on the availability of sizeable amounts of debt, and our Group faces risks associated with debt financing

As at 30 September 2021, our Group had total combined debt (excluding lease liabilities) of S\$11,875 million.

An increase in indebtedness and associated costs of interest may result in, among other things, an increase in our Group's vulnerability to general adverse economic conditions and restrictions on our Group's flexibility in planning for, or reacting to, changes in its businesses due to, for example, the impairment of our Group's ability to obtain additional funding and/or refinancing. In the event of an increase in indebtedness, should our Group be unable to recycle its assets and generate returns therefrom which are in excess of its cost of equity, our Group may not be able to reduce its indebtedness sufficiently in a timely manner, which in turn may materially and adversely affect our Group's businesses, financial condition and results of operations.

While our Group has unutilised facilities and funds available for use, there can be no assurance that our Group will be able to refinance its indebtedness as and when such indebtedness becomes due on commercially reasonable terms or at all. The significant economic disruption as a result of the COVID-19 pandemic may also affect our Group's ability to refinance its existing debt. Our Group's level of indebtedness means that a material portion of our Group's expected cash flow may be required to be dedicated to the payment of interest on our Group's indebtedness, thereby reducing the funds available to our Group for use in our general business operations.

In addition, as our Group enhances our capabilities through pursuing new investment opportunities and expanding in the capital intensive real estate industry, our Group is expected to require additional working capital and may have to incur sizable capital expenditure to fund our Groups' growth, and funds generated from our Group's operations may not sufficiently provide for such growth. Our Group may have to look to external sources of funding and such additional funding could also result in our Group being subject to additional financial covenants that may affect, *inter alia*, our Group's operations and ability to make investments and pay dividends to Shareholders.

As part of our Group's borrowing activities, our Group is exposed to the risk of potential and actual breaches of financial covenants in our Group's indebtedness which may also result in accelerated demands of payment or calls for events of default by lenders. This may restrict our Group's ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause our Group to be particularly vulnerable in any general economic downturn or instability in the global financial capital markets.

Volatility in global financial markets and general economic conditions that our Group is not able to predict could restrict our Group's access to funding and result in risks to our Group

In recent years, the global economy and global financial markets have experienced significant volatility as a result of, among other things, uncertainties resulting from Brexit (as defined below), a deterioration in economic and trade relations between the USA and the PRC as well as between Australia and the PRC, the COVID-19 pandemic, interest rate fluctuations as well as changes in policy rates by the U.S. Federal Reserve and other central banks, the slowdown of economic growth in the PRC and other major emerging market economies and volatility in oil prices.

On 31 January 2020, the United Kingdom officially exited the European Union (“**Brexit**”). The effect of Brexit remains uncertain, and it is unclear the extent of the impact that Brexit would have on the fiscal, monetary and regulatory landscape within the United Kingdom, the European Union and globally. Brexit has and may continue to have a negative economic impact and increase volatility in the global market. The advent of Brexit may have the following consequences: (a) the possible exit of Scotland, Wales or Northern Ireland from the United Kingdom; (b) the possibility that other European Union countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union; and (c) the possibility that one or more countries that adopted the EUR as their national currency might decide, in the long term, to adopt an alternative currency which could have significant negative impacts on international markets. Other developments in the Eurozone, including concerns regarding large budget deficits, sovereign debt default, recessionary economic conditions and a trade war between large economies may lead to increased risk aversion and volatility in global capital markets. Financial markets and the supply of credit could continue to be negatively impacted by ongoing concerns surrounding the sovereign debts and/or fiscal deficits of several countries in Europe.

In the USA, trade tensions continue between the USA and major trading partners, most notably the PRC. Although the PRC is the primary target of USA’s trade measures, value chain linkages mean that other emerging markets, primarily in Asia, may also be impacted. The PRC’s policy response to these trade measures also present a degree of uncertainty. There are also trade tensions between the PRC and Australia following the PRC’s restrictions on Australian exports as a result of political differences. Sustained trade tensions between major economies could significantly undermine the stability of the global economy and may result in global supply chain disruptions.

In addition, the COVID-19 pandemic also creates the risk of volatility in financial markets (including interest rate and foreign exchange rate risks) and may adversely impact the cost, availability, duration or terms of financing and credit available to our Group. The COVID-19 pandemic had caused stock markets worldwide to lose significant value and impacted economic activity in Asia and worldwide. Uncertainty about the effects of COVID-19 has resulted in significant disruption to capital and securities markets, which, if it continues, may affect our Group’s ability to raise new capital and refinance its existing debt.

Our Group is subject to interest rate fluctuations

As at 31 March 2021 and 30 September 2021, our Group had total combined debt (excluding lease liabilities) of S\$7,694 million and S\$11,875 million respectively. As at 31 March 2021, approximately 48.8% of the debt bears fixed interest rates and the balance bears floating interest rates. Consequently, the interest costs to our Group for the floating interest rate debt will be subject to fluctuations in interest rates. In addition, our Group is subject to market disruption clauses contained in our loan agreements with banks. Such clauses state that to the extent that the banks may face difficulties in raising funds in the interbank market or are paying materially more for interbank deposits than the displayed screen rates, they may pass on the higher costs of funds to our Group despite the margins agreed. Furthermore, although our Group has entered into some hedging transactions to partially mitigate the risk of interest rate fluctuations, our Group’s hedging policy may not adequately cover our Group’s exposure to interest rate fluctuations. A material increase in interest rates would increase borrowing and financing costs, which may in turn weaken our Group’s financial standing when seeking future financing to be secured on our Group’s projects or financials. As a result, our Group’s business, results of operations or financial condition could potentially be adversely affected by interest rate fluctuations.

Our Group is exposed to foreign exchange fluctuation risks

Our operations are primarily in Singapore, the PRC, Europe, USA, Australia, Japan, Malaysia and India. Our revenue is denominated in SGD, RMB, Euro, USD, A\$, JPY, RM and Indian Rupee. Our Group has exposure to foreign exchange risk as a result of transactions denominated in a currency other than the respective functional currencies of Group entities, arising from normal trading activities.

To a certain extent, there is natural hedging in our foreign currency exposures as the revenues for our projects are generally denominated in the same currency as the associated costs and expenses, and are transacted in the various local currencies where our operations are located.

Our Group is exposed to currency translation risk given that our combined financial statements are prepared in SGD while the financial statements of our foreign subsidiaries, associates and joint ventures are prepared in their respective functional currencies.

As our Group generally does not hedge the foreign exchange exposures of our equity investments in and earnings streams from our foreign subsidiaries, associates and joint ventures, any fluctuations in currency exchange rates will impact the value of our equity investments in and earnings from our overseas operations. As a result, our Group's business, results of operations or financial condition could potentially be adversely affected by exchange rate fluctuations.

Our Group is subject to currency conversion/repatriation risks relating to our operations in the PRC

A material portion of our Group's revenue is denominated in RMB and must be converted to make payments in freely convertible currencies. Under the PRC's foreign exchange regulations, payments of current account items, such as profit distributions, interest payments and expenditures from trade, may be made in foreign currencies without prior approval of the SAFE, subject to certain procedural requirements. However, strict foreign exchange controls continue to remain in place for capital account transactions, such as repayment of loan principal and return of direct capital investments and investments in negotiable securities.

Our Group's financial statements are subject to changes in accounting standards

The accounting standards setting bodies may issue new and revised accounting standards and pronouncements from time to time. Applying such standards and pronouncements to our Group's financial statements may result in a change in the presentation and measurement of financial information, and thus may result in a change in the way our Group records our revenues, expenses, assets, liabilities or reserves. For example, since 1 January 2019, our Group adopted SFRS(I) 16 *Leases* which introduces a single, on-balance sheet lease accounting model for lessees. The adoption of SFRS(I) 16 results in almost all leases being recognised on the balance sheet, as the distinction between operating and finance leases is removed. Our Group cannot predict the impact of other similar changes in accounting standards and pronouncements. These changes could adversely affect our Group's reported financial results and positions and may adversely affect the comparability of our Group's future financial statements with those relating to prior periods.

Occurrence of any acts of God, war, adverse political developments and terrorist attacks and any events beyond our control may adversely and materially affect the business, financial condition, results of operations and prospects of our Group

Acts of God such as natural disasters are beyond the control of our Group and may adversely affect the economy, infrastructure and livelihood of the local population in the communities in which we operate. Our 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, results of operations and prospects of our Group.

Our Group could incur significant costs related to environmental matters

Our Group may be subject to various laws and regulations in the countries where our Group operates relating to protection of the environment that may require a current or previous owner of real estate to investigate and clean up hazardous or toxic substances on a property. For example, owners and operators of real estate may be liable for the costs of removal or remediation of certain hazardous substances or other regulated materials on or in such property. Such laws often impose such liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such substances or materials. The costs of investigation, remediation or removal of these substances may be substantial.

Environmental laws may also impose compliance obligations on owners and operators of properties with respect to the management of hazardous substances and other regulated materials. Failure to comply with these laws can result in penalties or other sanctions.

Existing environmental reports with respect to any of our Group's properties may not reveal:

- all environmental liabilities;
- whether owners or operators of the properties had created any material environmental condition not known to our Group; or
- whether a material environmental condition exists in any one or more of the properties.

There also exists the risk that material environmental conditions, liabilities or compliance concerns may arise after the review is completed or may arise in the future. Finally, future laws, ordinances or regulations and future interpretations of existing laws, ordinances or regulations may impose additional material environmental liability. Our Group may be subject to liabilities or penalties relating to environmental matters which could adversely affect our Group's businesses, financial condition and results of operations.

Our Group is subject to risks relating to the quality and extent of the title to or interests in the properties in our portfolio

The quality, nature and extent of the title to the properties in our Group's portfolio of property interests varies, depending on a number of factors, including, *inter alia*:

- the country and location of the property;
- the laws and regulations applicable to the property;
- the extent to which the contract pursuant to which the property interest was acquired has been performed, the extent to which the terms and conditions thereunder have been complied with, and the amount of the purchase consideration which has been paid;
- the extent of compliance by our Group or any other relevant party (including previous owners, the vendor of the property and the entity in which our Group has invested that has acquired or is acquiring the property) with all relevant laws and regulations relating to the ownership, use or sale of the property;
- the manner under which the interest in the property is held, whether through a joint venture, under a master lease, an option to purchase, a sale and purchase agreement, through asset-backed securities or otherwise;
- in the case where the property interests are leasehold interests, the extent of compliance by our Group or any other relevant party (including previous lessees or lessors, the vendor of the property and the entity in which our Group has invested that has acquired or is acquiring the property) with the terms and conditions of the state or head lease or any other document under which the title of the property is derived; and
- the capacity, power, authority and general creditworthiness of the counterparties to the contractual and other arrangements through which our Group has acquired our interest in the property.

The interests in properties in our Group's portfolio are held through different arrangements. As some of our Group's property interests are derived through contractual arrangements, these property interests are subject to, and dependent on, the legality, validity, binding effect and enforceability of the contract, the performance and observance of the terms and conditions set out in the contract by the parties thereto and the capacity, power, authority and creditworthiness of such parties, the fulfilment of any conditions precedent to the parties' obligations under the contract, and compliance by the parties with all relevant laws and regulations relating to the investment in the property.

There can be no assurance that the legality, validity, binding effect and enforceability of the contractual arrangements from which our Group derives our property interests will not be challenged, that the conditions precedent stated in the contract will be fulfilled or that the parties to the contract (including the entities in which our Group has invested that may be parties to the contract) will perform and comply with the terms thereof and will not have disagreements among each other in respect of the interpretation and implementation of the contract. If any of these events occur, our Group's interest in the property and the value thereof may be adversely affected.

The limitations described above on the quality, nature and extent of the title to the properties in our Group's portfolio of property interests impact our ability to deal with and have control over our property interests, and the conditions under which our Group may own, operate or manage the property. There can be no assurance that the quality, nature and extent of the title to our Group's property interests will not be challenged or adversely impacted or will not adversely affect our Group's ability to deal with our property interests and in turn the value of our Group's investment in these properties.

The properties in which our Group has interests are currently located in various countries, and the extent and quality of title depends on the laws and regulations of the relevant jurisdiction. Certain of these jurisdictions may have an immature property law and lack a uniform title system. As such, there is potential for dispute over the quality, existence and nature of the title purchased from previous property owners. In addition, our Group may be engaged in protracted negotiations each time it acquires property, which may result in purchases of property (and thereby the obtaining of title) being delayed or not proceeding in the event that negotiations are unsuccessful. In addition, title insurance is not generally available in the countries our Group has invested in, and, as such, our Group's property interests are not covered by title insurance. In the event our Group is not able to obtain, or there is a delay in obtaining, clear title to the properties our Group has an interest in, or our Group's claim to title is the subject of a dispute, our Group's business, financial condition, results of operations and prospects may be adversely affected.

Due diligence on our Group's properties may not identify all material defects, breaches of laws and regulations and other deficiencies

There can be no assurance that our Group's due diligence investigations, reviews, surveys or inspections (or the relevant review, survey or inspection reports on which it has relied) would have revealed all defects or deficiencies affecting properties that it has interests in or manages, including to the title thereof. In particular, there can be no assurance as to the absence of latent or undiscovered defects or deficiencies or inaccuracies in such reviews, surveys or inspection reports. Further, certain building defects and deficiencies are difficult or impossible to ascertain due to, among other things, the nature of the assets and the limitations inherent in the scope of the inspections and the technologies or techniques used. Rectification of any such defects and deficiencies could result in significant and unpredictable capital expenditure or claims by third parties. Our Group's due diligence investigations may also not exhaustively identify all past or ongoing breaches of laws and regulations, in respect of which our Group may incur liability. The occurrence of any of the foregoing may have a material adverse impact on our Group's businesses, financial condition, results of operations and prospects.

Our Group's future financial results are subject to risk of impairment charges on goodwill

Our Group had intangible assets of S\$1,009 million as at 31 March 2021, which relate mainly to goodwill and management contracts.

Under SFRS(I), impairment reviews of goodwill are required annually or more frequently if there is any indication that the goodwill might be impaired. Goodwill acquired in a business combination is allocated to cash generating units and these are tested by comparing the carrying amount of the cash generating units with the greater of its fair value less costs to sell and value in use which is the present value of estimated future cash flows expected to arise from the long-term continuing use of an asset and from its disposal at the end of its useful life.

While our Group did not recognise impairment loss of intangible assets in 1Q2021, in FY2020, our Group recognised impairment loss of intangible assets of S\$153 million (FY2019: S\$5 million). The impairment in FY2020 was mainly in respect of the lodging business' goodwill relating to QSA Group Pty Ltd, Synergy Global Housing, TAUZIA Hotel Management and a serviced residence in the United Kingdom, and was attributable to the lower than expected operating cashflows from the cash generating units as the market conditions for franchise business in Australia worsened and operating performance of the hospitality sector in many countries was heavily impacted by the travel restrictions imposed amid the COVID-19 pandemic.

There is no assurance that our Group will not incur impairment charges in the future. Any impairment charge on goodwill (which is a non-cash charge) required under SFRS(I) may adversely affect our Group's financial results for future financial periods.

Our Group is exposed to general risks associated with the ownership and management of real estate

Real estate investments are generally illiquid, limiting the ability of an owner to convert property assets into cash on short notice with the result that property assets may be required to be sold at a discount in order to ensure a quick sale. Such illiquidity also limits our Group's ability to manage our portfolio in response to changes in economic, real estate market or other conditions and may affect our Group's ability to vary the size and mix of our portfolio. Rising capitalisation rates and/or REIT yields may result in increasing difficulty in the divestment of properties. Moreover, our Group may face difficulties in securing timely and commercially favourable financing in asset-based lending transactions secured by real estate due to their illiquidity or due to restrictions in our Group's various debt obligations. These factors could affect our Group's gains from realisation of our Group's investments in real estate assets, including the value at which our Group may dispose of our Group's holdings in entities that hold the real estate assets, the income or other distributions received by our Group from our Group's holdings in Listed Funds and Unlisted Funds which our Group has invested in, which in turn would have a material adverse effect on our Group's business, financial condition, results of operations and prospects.

Our Group's property investments are subject to risks incidental to the ownership and management of retail, industrial, logistics, business parks, data centre, integrated development, office and lodging properties including, among other things, competition for tenants or guests, changes in market rents, inability to renew leases or re-let space as existing leases expire and inability to dispose of major investment properties for the values at which they are recorded in our Group's financial statements. Our Group may also be subject to increased operating costs, the need to renovate and repair space periodically and may be liable to pay the associated costs of wars, terrorist attacks, riots, civil commotions, natural disasters and other events beyond our Group's control. Our Group's activities may also be impacted by changes in laws and governmental initiatives or regulations in relation to real estate, including those governing usage, zoning, taxes, governmental charges, REITs and financial services. Such revisions may lead to an increase in management expenses or unforeseen capital expenditure to ensure compliance.

Rights relating to the relevant properties may also be restricted by legislative action, such as revisions to the laws relating to building standards or town planning laws or the enactment of new laws relating to government appropriation, condemnation and redevelopment. Any of these events could materially and adversely affect our Group's businesses, financial condition and results of operations.

Declines in property values may lead to downward revaluations of the properties in which our Group holds interests

Our Group holds interests in retail, industrial, logistics, business parks, data centre, integrated development, office and lodging properties in various countries and there can be no assurance that property prices in any of these countries will not decrease such that a downward revaluation of the properties is required.

Real estate assets are inherently difficult to value. As a result, valuations are subject to substantial uncertainty and subjective judgements and are made on the basis of assumptions which may not be correct. Additionally, the inspections of our Group's properties and other work undertaken in connection with a valuation exercise may not identify all material defects, breaches of contracts, laws and regulations, and other deficiencies and factors that could affect the valuation. There can be no assurance that our Group's property interests will retain the price at which it may be valued or that our Group's investment in such properties will be realised at the valuations or property values our Group has recorded or reflected in our Group's financial statements.

In particular, the valuations of certain of our Group's principal properties are reported as being subject to material or high valuation uncertainty, for the reason that the outbreak of the COVID-19 pandemic has, among other things, caused heightened uncertainty in global market conditions. Steep declines have been seen in global financial markets largely on the back of the pandemic over concerns of trade disruptions and falling demand. With respect to such principal properties, there may be a shortage of market evidence for comparison purposes to inform opinions of value. Consequently, less certainty, and a higher degree of caution, should be attached to the valuations than would normally be the case.

Our Group's investment properties and investment properties under development are initially recognised at cost, including transaction cost and subsequently carried at fair value determined annually. The fair value is determined based on internal valuation or independent professional valuation. Our Group assesses the valuation of each interest to ensure that the carrying amount of each investment property reflects the market conditions as at the relevant financial reporting date. The value of our Group's interest in properties may fluctuate from time to time due to market and other conditions, including prevailing interest rate conditions. Interest rates are a function of inflationary expectations, which may be on the uptrend. Higher interest rates may result in possible downward revaluation of our Group's investment properties. Such adjustments to our Group's share of the fair value of the properties in our portfolio could have an adverse effect on our Group's net asset value and our profitability. They may also affect our Group's ability to incur more borrowings, or result in our Group having to reduce debt, if the financial covenants in our financing and other agreements require our Group to maintain a level of debt relative to our asset value, and such covenants are triggered as a result of adjustments made to the fair value of our Group's properties in our portfolio.

For properties held by our Listed Funds and Unlisted Funds, revaluation losses in respect of the properties so held may significantly decrease the management fees our Group may earn from managing these properties, and such reductions in our revenue may have a material adverse effect on our Group's business, financial condition, results of operations and prospects.

Our Group may be involved in legal and other proceedings from time to time

In the course of our business, we may be involved, from time to time, in disputes with various parties including parties involved in the operation, purchase and sale of our properties (such as contractors, sub-contractors, consultants, suppliers, construction companies, purchasers and other partners), visitors, tenants and guests of our properties. We may also be subject to tax audits and other related matters. For example, a tax authority has issued notices of additional assessment to one of our subsidiaries in respect of certain additional taxes and penalties amounting to the equivalent of approximately S\$40 million in total. The relevant subsidiary has filed an application for a judicial review and a stay order with respect to the tax claim, and has been granted leave for substantive judicial review, which included a stay so that the disputed taxes need not be paid until the outcome of the judicial review. As at the date of this Offering Circular, the date of the judicial review has not yet been advised. There is no assurance that the outcome of the judicial review will be favourable. The tax claim represents approximately 7.2% of our Group's loss for the year attributable to Shareholders of the Guarantor of approximately S\$559 million for FY2020 and approximately 2.8% of our Group's profit for the year attributable to Shareholders of the Guarantor of approximately S\$1,444 million for FY2019. There is no assurance that the relevant subsidiary or any of our Group companies will not be subject to future tax-related audits, investigations or disputes with the relevant authorities. Please refer to paragraph (4) of the section "General Information" for further details.

Our Group is also exposed to risk of litigation by investors of our Listed Funds and Unlisted Funds if our management of any of our Listed Funds or Unlisted Funds or their properties is alleged to constitute fraud, negligence, wilful default, breach of applicable laws or regulations or breach of the relevant trust deed or other constitutive documents or breach of the relevant agreement. Investors could sue our Group to recover amounts due to our alleged misconduct. Further, our Group may be subject to litigation arising from investor dissatisfaction with the performance of our Listed Funds and Unlisted Funds.

There is no assurance that disputes or proceedings will be resolved, settled or settled on terms which are favourable or reasonable to our Group or that we will be able to successfully defend such claims. We could incur costs, and our time and management resources may be diverted towards resolving or settling such disputes or proceedings, or defending such claims. In the event that such disputes or proceedings are not resolved, settled or settled on terms which are favourable or reasonable to our Group or in the event that we are unable to successfully defend ourselves and sufficiently claim from our insurance proceeds and/or indemnities available, our Group's business, financial condition, results of operations and prospects may be adversely affected.

We may not be able to successfully implement our business strategy

In determining our strategies and future plans, we have made certain assumptions about the future economic performance of the countries in which we currently operate and that we have identified as our key investment regions.

The successful implementation of our strategies will entail actively managing our properties, identifying suitable acquisition opportunities and making such acquisitions, undertaking asset enhancement initiatives, securing tenants or guests, raising funds in the capital or credit markets, and the co-operation of our partners who invest with us, our tenants, our guests and other counterparties. Our ability to successfully implement our strategies is also dependent on various other factors, including but not limited to the competition we face in our business, which may affect our ability to acquire properties and secure tenants or guests on terms acceptable to us, and our ability to retain our key employees.

Our ability to expand into new markets is dependent on our ability to adapt our experience and expertise and to understand and navigate the new environment. We cannot assure you that we will be able to implement all or some of our business strategies, and the failure to do so may materially adversely affect our business, financial condition, results of operations and prospects.

The loss of any key members of senior management may affect our Group's continuing ability to compete

We believe that our continuing success is dependent to a certain extent upon the abilities and continuing efforts of our existing directors and senior management. If our Group were to lose the services of any of the key members of senior management, we may not be able to replace those members with persons of comparable expertise or experience, either on a timely basis or at all.

Accordingly, the loss of any key members of senior management may affect our Group's continuing ability to compete.

Investment Management

Our Group's most important assets for our investment management business are our personnel, including our Group's senior management, investment professionals, fund management teams, client relations professionals and central functions. Our Group's continued success is dependent upon their respective and collective efforts.

Our Group's personnel possess substantial experience and expertise and have strong business relationships with members of the business community across geographies and sectors in which our Group and our Listed Funds and Unlisted Funds operate. The success of our Listed Funds and Unlisted Funds and the assets held within such Listed Funds and Unlisted Funds is similarly dependent on their respective personnel. There is a risk that our Group may not be successful in our efforts to recruit, retain and motivate the required personnel as the market for qualified investment professionals is highly competitive, and such risks may be exacerbated if a number of persons would decide to leave our Group at the same time.

Further, our Group's personnel may join or form a firm to compete with us, or solicit other employees to also join that competing firm. The non-competition, non-solicitation and confidentiality agreements to which our Group's personnel are and will be subject to, together with our Group's other arrangements with them, may not prevent them from leaving our Group, joining competitors or otherwise competing with our Group. In addition, such agreements will expire after a certain period of time, at which point each of our Group's personnel would be free to compete against our Group or recruit our Groups' employees.

If our Group's ability to recruit and maintain our personnel worsens, this could jeopardise our Group's development, culture and relationships with important stakeholders. As the personnel is our Group's most important asset, this could lead to significant adverse consequences in the short term in relation to our existing Listed Funds and Unlisted Funds and in the medium to long term in relation to our Group's ability to raise capital for new funds.

Our Group is subject to risks inherent in investing in entities which our Group does not have control and the manner in which our Group holds our investments and property interests

Our Group holds, and expects in the future to hold, a portion of our property interests through interests and investments in entities that are not our subsidiaries and over which our Group does not have majority control, such as joint venture entities and/or funds. The performance of these entities and our Group's share of their results is subject to the same or similar risks that affect our Group as described in this section. There can be no assurance that our Group will be able to influence the management, operation and performance of these entities, whether through our Group's voting rights, contractually, or as manager of some of these entities, in a manner which would be favourable to our Group, or at all. Further, disagreements may occur between our Group, our joint venture partners and/or third party fund investors, as the case may be, regarding the business and operations of the joint ventures and/or funds which may not be resolved amicably. In addition, our Group's joint venture partners and/or third party fund investors may (a) have economic or business interests or goals that are not aligned with our Group's, (b) take actions contrary to our Group's instructions, requests, policies or objectives, (c) be unable or unwilling to fulfil their obligations, (d) have financial difficulties, or (e) have disputes with our Group as to the scope of their responsibilities and obligations.

Joint venture partners are not restricted from competing with our Group on other projects. In the PRC, property investment may often involve the participation of local and foreign partners, and there may be additional risks or problems associated with joint ventures and associates in the PRC. For instance, guarantees given by Chinese parties in relation to joint ventures in the PRC may be difficult to enforce as their validity may depend on the financial and legal qualifications of the guarantors and the appropriate approvals having been obtained. Although our Group does not believe that it has experienced any significant problems with respect to our partners to date, should such problems occur in the future they could have a material adverse effect on the businesses and prospects of our Group.

Additionally, our Group's joint venture partners or third party fund investors 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 may experience a decline in creditworthiness. Although joint venture and private fund agreements generally contain terms that govern the treatment of such events to the detriment of the defaulting party and our Group would generally seek to enforce our rights as enumerated within these legal agreements, the occurrence of any of these events may materially and adversely affect the performance of our Group's joint ventures and/or funds, which in turn may materially and adversely affect our Group's business, financial condition, performance and prospects.

Some of our Group's investments are in entities that are structured to achieve tax efficiency or transparency, such as REITs and other special purpose vehicles that are located in jurisdictions that do not tax income or other gains or that provide tax incentives. In the event that the intended tax efficiency or transparency is not achieved by the vehicles through or in which our Group's investments are made, whether as a result of a loss or revocation of a tax ruling by a competent tax authority, or a change in or in the interpretation of applicable tax laws or otherwise, this could reduce the return on our investments and increase our operating costs and expenses, and in turn could have a material adverse impact on our business, financial condition, results of operations and prospects. Some of our Group's investments, such as those in the Listed Funds, are investments in entities which are listed or traded on a securities exchange. There can be no assurance that the market price of the securities of the entity our Group has invested in reflects accurately to any degree the underlying value of the business, or the assets owned by it, or that our Group will be able to realise our investment in the entity at the then prevailing market price, or at all.

Our Group may suffer uninsured losses or losses in excess of insured limits

Our Group maintains insurance policies arranged with reputable insurance intermediaries which cover risks such as loss of rental, fire, flood, riot, strike, malicious damage, other material damage to property, business interruption, public liability and professional indemnity. Notwithstanding our Group's insurance coverage, damage to its facilities, equipment, machinery, buildings or other properties as a result of occurrences such as fire, explosion, power loss, communications failure, intentional unlawful act, human error or natural disaster could nevertheless have a material adverse effect on our Group's financial condition and results of operations to the extent that such occurrences disrupt the normal operation of our Group's businesses.

Further, there are certain types of losses (such as from wars, acts of terrorism or acts of God) that generally are not insured because they are either uninsurable or not economically insurable in certain jurisdictions. Should an uninsured loss or a loss in excess of insured limits occur or a failure of insurers to fulfil their obligation for the sum insured, our Group could be required to pay compensation and/or lose capital invested in the property, as well as anticipated future revenue from that property. Our Group would also remain liable for any debt that is with recourse to our Group and may remain liable for any financial obligations related to the relevant property. Any such loss could adversely affect the businesses, financial condition and results of operations of our Group. No assurance can be given that material losses in excess of insurance proceeds will not occur in the future or that adequate insurance coverage for our Group will be available in the future on commercially reasonable terms or at commercially reasonable rates.

Our Group's property developments are subject to risks inherent to development including construction risks

The construction and development phase of new property developments usually takes several years to complete, depending on the size and complexity of the development. The time taken to complete a project and the costs of development may be adversely affected by various factors, including shortages of materials or skilled labour, unforeseen engineering, environmental or geological problems, work stoppages, litigation, weather interferences, floods and unforeseen cost increases. There may also be progress delays due to supply chain and labour disruptions arising from the ongoing COVID-19 pandemic. Safety regulations of some countries in which our Group's construction sites are located may not be applied as stringently as in developed countries. This could result in accidents and fatalities which could have an adverse impact on our Group's reputation and result in fines and litigation.

Difficulties in obtaining any requisite licences, permits, allocations or authorisations from regulatory authorities could also increase the costs, or delay the construction or opening of, new developments. The occurrence of any of the above events may result in delays in the completion of our Group's property developments or cost overruns, resulting in increased costs and lower returns on investments than originally expected and adversely affect our Group's businesses, financial condition and results of operations.

Our Group faces risks in relation to changes in commodity prices due to the use of large quantities of building materials, including raw iron, steel, sand, granite and concrete, in our property development operations. In general, our Group prefers to enter into fixed or guaranteed maximum price construction contracts with independent construction companies, each of which affects a significant part of the overall success of its development projects. These contracts typically cover both the supply of the building materials and the construction of the facility during the construction period. In accordance with industry practice, our Group or our contractors may amend existing construction contracts, including fixed or maximum price terms, to take into account significant price movements of construction materials. Therefore, should the price of building materials increase significantly after our Group enters into a fixed or guaranteed maximum price construction contract, or should our existing contractors fail to perform under their contracts, our Group may be required to pay more to our existing or prospective contractors, which could materially and adversely affect our Group's businesses, financial condition and results of operations.

Our Group may experience schedule delays or budget overruns in completing our Group's property development projects

Property development projects typically require substantial capital outlay during the construction period and may take months or years before positive cash flows can be generated by pre-sales or sales or rental of completed property developments, if at all. The time and costs required in completing a property development project may be subject to substantial increases due to many factors, including shortages of materials, equipment, technical skills and labour, adverse weather conditions, natural disasters, outbreaks of pandemics (such as the COVID-19 pandemic) or communicable diseases, labour disputes, disputes with contractors, accidents, changes in government priorities and policies, changes in market conditions, delays in obtaining the requisite licences, permits and approvals from the relevant authorities and other unforeseeable problems and circumstances. Any of these factors may lead to delays in, or prevention of, the completion of a property development project and result in costs substantially exceeding those originally budgeted for. Furthermore, any failure to complete a property development project according to its original specifications or schedule may give rise to potential liabilities and, as a result, our Group's return on investments may be lower than originally expected or be adversely affected.

In addition, any decreases in property prices or adverse developments in the property market after the acquisition of a parcel of land and prior to the pre-sales or sales of completed property developments on such land could also have an adverse impact on our Group's businesses, financial condition and results of operations.

Our Group relies on third party contractors and consultants to provide various services

Our Group engages third party contractors and consultants to provide various services in connection with the day-to-day operations of our properties and physical asset enhancement works, including design, engineering, construction, piling and foundation, building and property fitting-out work, alterations and additions, interior decoration, installation of air-conditioning units and lifts, and gardening and landscaping works as well as legal and financial advice. Our Group is exposed to the risk that a contractor or consultant may require additional capital in excess of the price originally tendered to complete a project and may have to bear such additional amounts in order to provide the contractor with sufficient incentives to complete the project. Furthermore, there is a risk that major contractors may experience financial or other difficulties which may affect their ability to provide the services, thus delaying the completion of projects or resulting in additional costs to our Group. There can also be no assurance that the services rendered by such third party contractors and consultants will always be satisfactory or meet our Group's targeted quality standards. All of these factors could adversely affect our Group's businesses, financial condition and results of operations.

Our Group is subject to risks of failure, inadequacy, interruption or security failure of information technology used in our operations

Our Group relies on information technology networks and systems, including the Internet, to process, transmit and store electronic information and to manage or support a variety of our business processes, including financial transactions and maintenance of records, which may include personally identifiable information of customers and lease data. Our Group relies on commercially available systems, software, tools and monitoring to provide security for processing, transmitting and storing confidential customer information, such as individually identifiable information relating to financial accounts. Although our Group has implemented procedures to mitigate technology risk and will continue to take steps to protect the security of the data maintained in our information systems, it is possible that such security measures will not be able to prevent the systems' improper functioning, or the improper disclosure of personally identifiable information such as in the event of cyber-attacks, phishing and malicious software such as ransomware. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorised disclosure of confidential information. Any failure to maintain proper function, security and availability of our Group's information systems could interrupt our operations, damage our reputation, subject our Group to liability claims or regulatory penalties and could materially and adversely affect our Group.

Our Group's guarantees may be called upon and put or call options may be exercised which may require funds to be disbursed

During the course of our Group's business, our Group may be required to provide guarantees including in the form of put and call options and corporate and bank guarantees to third parties in respect of our Group's obligations. If a put or call option is exercised or a guarantee is called upon, this may require funds to be disbursed. Such disbursement of funds may also require our Group to source additional financing and/or refinance existing debt obligations. There can be no assurance that additional financing to satisfy our Group's guarantees will be obtained on terms favourable to our Group.

Our Group may be unable to adequately protect our intellectual property rights or may face intellectual property claims that may be costly to resolve

Our Group relies on a combination of trademarks and servicemarks. For example, the Guarantor entered into a trademark licence agreement with CapitaLand Limited pursuant to which the Guarantor is granted the licence to use trademarks relevant to our Group's businesses, such as the "CapitaLand", "Raffles City" and "CapitaMall" trademarks, as well as the right to sub-license such trademarks to the Guarantor's subsidiaries, associated companies and managed investment vehicles, for a nominal licence fee of S\$1.00. In addition to the above, Ascott owns all the trademarks pertaining to the lodging business including "Ascott", "Somerset", "Citadines", "Quest" and "lyf".

Our corporate identity and branding has been developed and is associated with these marks. There can be no assurance that the steps our Group takes in this regard will adequately protect our intellectual property rights.

Third parties or persons may challenge our exclusive rights to use our brand names and logos and our Group could incur substantial costs in defending any claims relating our intellectual property rights. Issues relating to intellectual property rights can be complicated and there can be no assurance that disputes will not arise. Any disputes which are not resolved may adversely affect our Group's business, financial condition, results of operations and prospects.

(b) Additional Risks relating to our Group's Investment Management Business

Our Group's investment management business would be adversely affected if the performance of the Listed Funds managed by our Group deteriorates

We currently manage six listed REITs, business trusts ("BTs") and stapled trusts, namely, CapitaLand Integrated Commercial Trust ("CICT"), Ascendas Real Estate Investment Trust ("A-REIT"), Ascott Residence Trust ("ART"), CapitaLand China Trust ("CLCT"), Ascendas India Trust ("AIT") and CapitaLand Malaysia Trust ("CLMT") (collectively and including where the context so admits, such other REITs, BTs, stapled trusts and/or investment vehicles listed on the SGX-ST or any other stock exchange managed by our Group from time to time, the "Listed Funds").

Our fees from the management of each of the REITs typically comprise, among others, (a) REIT management fees which comprise a base component based on a percentage of the deposited property of the REITs, and a variable performance component based on a percentage of certain income measures of the relevant REIT, including net property income or gross profit or distribution per unit growth, (b) property management fees which are generally based on the gross revenue and/or net property income of the property, and (c) acquisition and divestment fees, which are based on the purchase or sale price or enterprise value, as applicable, of any property purchased or sold by the REIT.

Our fees from the management of each of the BTs comprises, among others, (i) a management fee which comprises a base component based on a percentage of the value of the properties held by BT and a variable performance fee based on the net property income of the BT (or in the case of a stapled trust, a base performance fee based on the BT's share of gross profit for the year and an outperformance fee of a percentage of the difference between the BT's share of gross profit for the year and a percentage of the preceding year's gross profit), (ii) a trustee fee payable to the trustee-manager of the BT based on a percentage of the value of the properties held by the BT, and (iii) acquisition and divestment fees, which are based on the acquisition or sale price of any property purchased or sold by the BT.

A decrease in the values of the properties held by the Listed Funds or the gross revenue and net property incomes and/or the distributable income of any of the Listed Funds may result in a corresponding decrease in the fees. Any condition which might have a material adverse effect on the Listed Funds' operating performance and financial condition, or termination of our management services by any or all of the Listed Funds, could materially reduce our Group's revenues derived from managing the Listed Funds.

With respect to the removal of the relevant Group entity as the manager of any of the REITs, the trust deed of the relevant REIT provides that the relevant manager may be removed under certain circumstances, such as in the event of the passing of a resolution by a simple majority of unitholders present and voting at the meeting and in the event the relevant manager fails or neglects after reasonable notice to satisfy any material obligation imposed on the manager by the trust deed. With respect to the removal of the relevant Group entity as the trustee-manager of any of the BT, the trust deed of the relevant BT provides that the trustee-manager may be removed in the event of a resolution passed by at least 75% of the votes cast by the unitholders of the relevant BT, present and voting at the meeting.

With respect to other management services provided by our Group for the Listed Funds, such as property management services, the contracts for the provision of such services may prescribe termination events, such as termination for breach and termination for unsatisfactory performance.

In the event that such services by our Group are terminated prior to the expiry of the relevant contract or our Group is unable to renew expired contracts on terms that are commercially reasonable to our Group, or the relevant Group entity is removed as manager of a REIT or trustee-manager of a BT in accordance with the terms of a trust deed or applicable law, this would adversely affect our Group's business, financial condition, results of operations and prospects.

In addition, as we continue and may continue to receive fees for the management of the Listed Funds in the form of REIT units and BT units, changes in the unit prices of the Listed Funds between the time our Group receives the units and in the event that our Group decides to sell such units in the market, the time of such sale (which may be due to factors unrelated to their operating performance or financial condition) may have an adverse impact on our Group's cashflow.

Our Group is dependent on the management of investments in real estate for our revenue and is exposed to the general risks associated with such investments

Our Group depends on our management of investments in real estate as our revenue is substantially dependent on (a) the value of the real estate assets and (b) the net property income generated from real estate assets. The Unlisted Funds our Group manages generally entitles us to earn a base fee and/or performance fee comprising stated percentages of the annual internal rate of return of the fund in excess of one or more "hurdle" rates of return. Each of these types of revenue would be affected by downturns in the real estate cycle as well as unfavourable economic conditions.

To the extent our Group invests in the Listed Funds and/or Unlisted Funds, it will be exposed directly to the risks of the Listed Funds' and Unlisted Funds' investments and the performance of the Listed Funds and the Unlisted Funds.

Investments in real estate are subject to various risks and factors as described in the section "*Risks relating to our Group's Business Generally*".

Many of these factors may cause fluctuations in occupancy rates, rental rates or operating expenses, causing a negative effect on the value of real estate and income derived from real estate. The value of the assets of the Listed Funds and Unlisted Funds our Group manages, as well as the gross revenue, net property income and/or the distributable income of these Listed Funds and returns on these Unlisted Funds, will reflect such factors and as a result may fluctuate upwards or downwards, thereby affecting the fees our Group derives from the management of these Listed Funds and Unlisted Funds.

Additionally, if the Unlisted Funds our Group manages acquire direct or indirect interests in undeveloped land or under-developed real estate which may be non-income producing, they will be subject to the risks normally associated with such assets and development activities, including risks relating to the availability and timely receipt of zoning, environmental and other regulatory approvals, the cost and timely completion of construction (including risks beyond the control of such funds, such as weather or labour conditions or shortages of materials) and the availability of favourable terms on both construction and financing arrangements.

Further, if economic conditions are unfavourable, our managed Listed Funds and Unlisted Funds may not perform well and our Group may not be able to raise additional capital. The performance of the Listed Funds and Unlisted Funds our Group manages are materially affected by conditions in the global financial markets and economic conditions. The global market and economic climate may deteriorate because of many factors beyond our Group's control, including terrorism or political uncertainties.

Further, if the asset value of the Listed Funds and Unlisted Funds our Group manages, the gross revenue and net property income and/or the distributable income of these Listed Funds or returns from these Unlisted Funds are adversely affected, our Group's business, results of operations, financial condition and prospects could be adversely affected.

The historical returns attributable to our Listed Funds and Unlisted Funds should not be considered as indicative of their future results or of our future results

The performance of our Listed Funds and Unlisted Funds are relevant to us primarily insofar as our base and/or performance fees are linked to such performance. The historical and potential future returns of the assets or funds managed by our Group are not directly linked to our Group's results and as such, the continued positive performance of our Listed Funds and Unlisted Funds will not necessarily result in positive results of operations for our Group. However, the poor performance of our Listed Funds and Unlisted Funds will cause a decline in our performance and variable fees from such Listed Funds and Unlisted Funds, and may therefore have a negative effect on our Group's results of operations. Moreover, the returns of our Listed Funds and Unlisted Funds have benefited from investment opportunities and general market conditions that may not repeat themselves, and there can be no assurance that current or future Listed Funds and Unlisted Funds our Group manages will be able to avail themselves of profitable investment opportunities.

Poor or non-performance of any of our Unlisted Funds may adversely affect our Group's business, financial condition, results of operations and prospects

If our Unlisted Funds do not perform as expected, the revenue our Group derives from this business will be adversely affected, since it is or will be tied to the value and performance of the funds. Our funds may face withdrawals by investors and be unable to attract new subscriptions. As our Group also expects to commit seed capital to our Unlisted Funds, our Group may also lose some or all of our investment in these funds if the investments made by the funds fail or perform poorly. In addition, a sustained or material poor performance of our Group's Unlisted Funds management business may adversely affect our Group's reputation and make our Group less effective in securing future investments and raising capital for new funds that our Group may wish to set up. Furthermore, for Unlisted Funds which have fixed life spans, our Group's funds under management may decline as our Group's Unlisted Funds reach the end of their life spans, if new Unlisted Funds are not established to introduce additional funds under our Group's management. The occurrence of any or all of the above may adversely affect our Group's business, financial condition, results of operations and prospects.

Potential conflicts of interest could restrict the expansion of our Group's investment management businesses and damage our Group's reputation and adversely affect our Group's business

Although each of the Listed Funds and Unlisted Funds our Group manages is focused on different real estate sectors and/or geographic markets, and our Group believes the Listed Funds and Unlisted Funds our Group manages have different and complementary strategies, it is possible that the Listed Funds and Unlisted Funds our Group manages may have overlapping objectives and common target properties in certain circumstances, and potential conflicts of interests may arise with respect to our Group's decisions regarding how to allocate opportunities among these Listed Funds and Unlisted Funds.

Funds under management may not grow as expected, which may adversely affect the management fees and investment income generated by our Group

The amount of management fees generated by our Group is largely based on the size of our Group's funds under management ("FUM"). The growth of our Group's FUM is primarily dependent on our Group's ability to raise capital for new Listed Funds and Unlisted Funds, deliver attractive absolute and relative returns to investors of our Listed Funds and Unlisted Funds, the execution of our Group's growth strategy and our Group being able to maintain our strong brand and positive reputation. FUM is also dependent on the current life cycle stages of the Listed Funds and Unlisted Funds our Group manages, including the maturity of such Listed Funds and Unlisted Funds and the realisation of investments, particularly for the Unlisted Funds our Group manages.

Even if FUM grows as expected, the management fees generated by our Group's FUM may decline if the fees investors are willing to pay for fund management services decline. Management fee rates are impacted by a number of factors, including demand across investment strategies and investors' desire to increase commitments to public and/or private markets, historical and expected performance of the Listed Funds and Unlisted Funds our Group manages and industry standard fee levels, terms and conditions for Listed Funds and Unlisted Funds of similar investment criteria and investment performance. However, there is a risk that investors in future Unlisted Funds may negotiate to pay our Group lower management fees and the economic terms of future Listed Funds and Unlisted Funds may be less favourable to our Group comparable to those obtained on our Listed Funds and Unlisted Funds historically. Furthermore, if our Group expands into lower fee-paying asset classes, the average management fee rate for our Group may decline.

If any of the foregoing were to occur such that our Group's FUM does not grow as expected, or even declines, or if management fee rates decrease, this may adversely affect, in the medium or long-term, the management fees and investment income received by our Group.

Dependence on leverage in investments by the Listed Funds and Unlisted Funds our Group manages could adversely affect their performance which may in turn adversely affect our Group

Investments in real estate is capital intensive in nature. As investments of the Listed Funds and Unlisted Funds our Group manages may rely on the use of leverage, our Group's ability to achieve attractive yields and rates of return on the investments our Group manages on behalf of such Listed Funds and Unlisted Funds may depend on our Group's continued ability to access sufficient sources of financing at attractive rates. Due to the use of leverage, indebtedness may constitute a majority of a real estate asset's value. An increase in either the general levels of interest rates or in the risk spread demanded by sources of financing would make it more expensive to finance those investments.

Highly leveraged investments are inherently more sensitive to declines in revenue, increases in expenses and interest rates and adverse economic, market and industry developments. The incurrence of a significant amount of indebtedness by an entity could, among other things:

- give rise to an obligation to make mandatory prepayments of debt using excess cash flow, which might limit the entity's ability to respond to changing industry conditions to the extent additional cash is needed for the response, to make unplanned but necessary capital expenditures or to take advantage of growth opportunities;
- limit the entity's ability to adjust to changing market conditions, thereby placing it at a competitive disadvantage compared to its competitors who have relatively less debt;
- limit the entity's ability to engage in strategic acquisitions that might be necessary to generate attractive returns or further growth; and
- limit the entity's ability to obtain additional financing or increase the cost of obtaining such financing, including for capital expenditures, working capital or general corporate purposes.

Any of the foregoing circumstances could have a material adverse effect on the performance of our Listed Funds and/or Unlisted Funds, which may in turn adversely affect our Group's business, financial condition, results of operations, prospects and cashflow.

Fee pressures on management fees for the existing or future Listed Funds and Unlisted Funds that our Group manages could reduce our Group's future margins

In order for our Group to maintain our Group's fee structure in a competitive environment for Listed Funds and Unlisted Funds that our Group manages, our Group must be able to provide clients with investment returns and service that will encourage them to be willing to pay such fees. Any fee reductions in relation to existing or future Listed Funds or Unlisted Funds which our Group manages without corresponding decreases in our Group's cost structure would have an adverse impact on our Group's future margins.

Poor performance of the Unlisted Funds managed by our Group may affect our Group's business, financial condition, results of operations and prospects as well as our Group's future revenue, income and cash flow, and could adversely affect our Group's ability to raise capital for future investment funds

In the event that any of the investment funds our Group manages were to perform poorly, our Group's revenue, income and cash flow would decline because the value of our Group's assets under management would decrease, which would result in a reduction in management fees, and the funds' investment returns would decrease, resulting in a reduction in the performance fees our Group earns. Moreover, to the extent that our Group invests our own capital as seed capital for new funds or additional capital in certain funds that our Group manages, our Group could experience losses on investments of our own capital as a result of poor investment performance by those funds. Poor performance of the funds our Group manages could make it more difficult for our Group to raise new capital. Investors and potential investors in the funds our Group manages continually assess such funds' performance, and our Group's ability to raise capital for existing and future funds will depend on such funds' continued satisfactory performance.

Our Group may not be able to successfully retain or compete for management agreements and as a result, our Group may not be able to achieve our Group's planned growth

Part of our Group's management business is based on management contracts for properties which our Group does not own or in which our Group has only a partial effective ownership interest. Termination of our Group's management contracts prior to their expiration, or removal as manager in accordance with the terms of the management contracts or applicable law, or inability to renew management contracts on terms that are commercially reasonable to our Group could have adverse effects on the business, financial condition, results of operations and prospects of our Group.

Our Group believes that our ability to compete for management agreements primarily depends on our Group's brand recognition and reputation, the results of our Group's overall operations and the success of the properties that our Group currently manages. The terms of any new management agreements that our Group obtains also depend on the terms that our competitors offer for those agreements. If the properties that our Group manages perform less successfully than those of our competitors or if our Group is unable to offer terms as favourable as those offered by our competitors, our Group may not be able to compete effectively for new management agreements. As a result, our Group may not be able to achieve our planned growth and the business, financial condition, results of operations and prospects of our Group may be adversely affected.

We may be subject to increasing scrutiny from investors with respect to the environmental, social and governance impact of investments made by our Unlisted Funds and Listed Funds, which may constrain capital deployment opportunities for our Unlisted Funds and/or Listed Funds and adversely impact our ability to raise capital from such investors

Investors in our Unlisted Funds and, to some extent, our Listed Funds may place increasing importance on the negative impacts of assets and investments made by our Unlisted Funds and Listed Funds, including with respect to environmental, social and governance ("ESG") matters. Investors may demonstrate increased activism with respect to existing assets and investments, which may include urging our Group to take certain actions that could adversely impact the value of an asset or investment, or refrain from taking certain actions that could improve the value of an asset or investment. Investors may also condition future capital commitments on the taking or refraining from taking of such actions. Increased focus and activism related to ESG and similar matters may constrain our capital deployment opportunities, and the demands of investors may further limit the types of investments that are available to our Unlisted Funds and/or our Listed Funds. In addition, investors which represent a significant portion of our Unlisted Funds' investor bases, may decide to withdraw previously committed capital from our Unlisted Funds (where such withdrawal is permitted) or to not commit capital to future fund raising as a result of their assessment of our approach to and consideration of the social cost of investments made by our Unlisted Funds. To the extent our access to capital from investors is impaired, we may not be able to maintain or increase the size of our Unlisted Funds, raise sufficient capital for new Unlisted Funds or raise new capital for our Listed Funds. If any of the foregoing were to occur such that our Group's FUM does not grow as expected, or even declines, or if management fee rates decrease, this may adversely affect, in the medium or long-term, the management fees and investment income received by our Group.

(c) Additional Risks relating to our Group's Lodging Business

Our Group is subject to the operating and market risks inherent in the lodging, and the financial performance of our Group is dependent on the condition and outlook of the lodging industry, which is in turn susceptible to cyclical and other factors outside the control of our Group

Our Group's investments in lodging real estate are subject to the operating and market risks inherent in these industries, which may result in disruption to our Group's business, result in damage to our Group's assets and/or adversely affect the results of operations of our Group.

In particular, the lodging business is cyclical and sensitive to external and economic changes. There are a number of factors beyond the control of our Group, and which could affect the financial performance of our Group, the gross revenue earned from, and the value of, our lodging properties. These include, but are not limited to, the following:

- the condition of, and changes in, the domestic, regional and global economies, and market conditions in the countries that our Group operates in, such as an oversupply or reduced demand and adverse changes in rental rates and operating expenses which could affect the profitability of our Group;

- the competition for occupants from other lodging properties that may affect rental and occupancy levels in our properties;
- a general downturn of the economy or the hospitality industry, which affects occupancy and rental rates or a slowdown in tourism, business and conferences in the markets in which the properties of our Group are located;
- the seasonality patterns in tourism arrival numbers throughout the year;
- the cyclical downturns arising from changes in general and local economic conditions, including reductions in the amount of longer-term business travel and corporate executives requiring mid-term to long-term accommodation;
- the recurring need for renovation, refurbishment, repair, maintenance and improvement of lodging properties;
- the ability to collect rental for our multifamily properties as a result of possible spike in joblessness during economic downturns which will potentially hurt household formations and budgets;
- the movement of the status of transportation hubs such as airports, railway stations, bus terminals;
- the outbreaks of infectious diseases or serious public health concerns (such as the ongoing COVID-19 pandemic), unexpected increases in transportation or fuel costs, strikes among workers in the transportation industry and adverse weather conditions that could affect domestic or international travel demand, which could in turn adversely impact the rental and occupancy level in our properties;
- the increase in new supply of lodging properties in the markets in which our Group operates, which could adversely impact the occupancy levels and revenue of the properties or future lodging assets of our Group;
- any unfavourable publicity in relation to the properties of our Group;
- any changes in our Group's relationships with, and the performance and reputation and standing of, the lessees, lodging operators, service providers, brand owners and franchisors and other companies with whom our Group may contract;
- any changes in interest rates and in the availability, cost and terms of debt financing and other changes that may adversely affect our Group's ability to source capital to fund operating requirements, capital expenditures, acquisitions and other general corporate purposes or to comply with debt financing covenants, and in the relationships with our Group's lenders;
- the time that it may take to complete the refurbishment of properties and receive registrable title to such properties;
- any restrictions in the ability to renovate the properties and future assets of our Group in order to preserve or expand demand for the properties and such assets;
- any changes in laws and governmental regulations, fiscal policies and zoning ordinances, including those governing usage, zoning, taxes, government charges, labour laws and environmental issues, which may lead to an increase in management expenses or unforeseen capital expenditure or costs to ensure compliance;

- the legislative actions, such as the enactment of revisions to the laws relating to building standards, town planning, condemnation and redevelopment, which may affect or restrict rights related to relevant properties;
- the increases in operating costs due to inflation, labour costs (including the impact of unionisation and increased competition for qualified personnel), workers' compensation and healthcare-related costs, maintenance costs, utility costs, insurance and unanticipated costs such as those resulting from acts of nature and their consequences;
- other factors, including acts of terrorism, war, riots, military coups, civil commotions and other instability, acts of God, natural disasters, earthquakes, volcanic eruptions, floods, labour shortages, and the measures taken by the governments of affected countries to address such issues; and
- other matters beyond the control of our Group, not yet known to our Group or not currently considered material by our Group.

These factors could have adverse effects on the business, financial condition, results of operations and prospects of our Group.

Our Group may not be able to implement asset enhancement initiatives (“AEIs”) or successfully carry out development activities for our lodging properties

Our Group continuously strives to enhance our lodging properties assets through planned periodic upgrading, refurbishment and reconfiguration of the properties in order to achieve a higher level of guest satisfaction as well as to improve the properties' performance and competitiveness.

Any plans for AEIs are subject to known and unknown risks, uncertainties and other factors which may lead to any of such AEIs and/or their outcomes being materially different from the original projections or plans.

There can be no assurance that our Group will be able to implement any of such AEIs successfully or carry out development activities successfully, or that the carrying out of any AEIs or development activities will enhance the value of the relevant property. The AEIs or development activities are or may be subject to our Group obtaining the approvals of the relevant authorities. Furthermore, our Group may not be able to carry out the proposed AEIs or development activities within a desired timeframe, and any benefit or return which is expected from such AEIs or development activities may be reduced or lost. Even if the relevant AEI or development is successfully carried out, there can be no assurance that our Group will achieve our intended return or benefit from such AEIs or development activities.

Renovation and refurbishment work, repair and maintenance or physical damage to our lodging properties may disrupt the operations of our Group or otherwise result in adverse impact on the financial condition of our Group

The quality and design of our lodging properties influence the room rates and the demand for rooms. Such properties may need to undergo renovation and refurbishment works from time to time to retain their attractiveness to guests and may also require ad hoc maintenance or repairs in respect of faults or problems that may develop or because of new planning laws or regulations. The costs of maintaining the properties and the risk of unforeseen maintenance or repair requirements tend to increase over time as the properties age. The business and operations of the properties may be disrupted as a result of renovation and refurbishment works and it may not be possible to collect the full rental rate or, as the case may be, any rental income on the space affected by such renovation and refurbishment works.

Physical damage to the properties resulting from fire or other causes may lead to a significant disruption to the business and operations of the properties.

Existing or planned amenities and transportation infrastructure near our lodging properties may be closed, relocated, terminated, delayed or not completed

There is no assurance that the amenities and transportation infrastructure and public transport services near our lodging properties will not be closed, relocated, terminated, delayed or uncompleted, or that there will be no impediment to the traffic flow in the vicinity. Such closure, relocation, termination, delay, non-completion or impediment may adversely affect the accessibility of the properties. This may then have an adverse effect on the attractiveness and marketability of the properties to guests and may adversely affect the business, financial condition, results of operations and prospects of our Group.

Operation costs and expenses for our lodging properties may not decrease even if occupancy rate declines

Lodging operations involve fixed costs which do not vary by the occupancy level. This will limit our ability to respond to adverse market conditions by minimising costs. Such limitations may have an impact on profitability when the hospitality industry is weak. This may adversely affect the business, financial condition, results of operations and prospects of our Group.

There can be no assurance that the tourism promotion authorities in the countries which our Group operates in will succeed in increasing tourism receipts or that such success, if any, will improve the financial performance of our Group

Our lodging properties target demand from both business travellers and leisure travellers. Therefore, the financial performance of the properties may also be affected by the tourism industries of the respective countries in which our Group operates. In this regard, there can be no assurance that the initiatives taken by the tourism promotion authorities will be successful. Even if these initiatives are successful, it is not certain that an increase in tourism receipts would lead to a corresponding increase in the number of visitors or the length of their stay. Furthermore, an increase in the number of visitors or the length of their stay may not result in an increase in the revenues or gross operating profits of the properties.

RISKS RELATING TO THE NOTES ISSUED UNDER THE PROGRAMME

The Notes may not be a suitable investment for all investors

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

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

Some Notes may be complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to the investor's overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Additionally, the investment activities of certain investors are 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:

- the Notes are legal investments for it;
- the Notes can be used as collateral for various types of borrowing; and
- other restrictions apply to its purchase of any Notes.

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

Modification and waivers

The Trust Deed will contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally, including without limitation the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of the Conditions or any provisions of the Trust Deed or the Agency Agreement. These provisions will permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The Trust Deed will also provide that resolutions of Noteholders may be passed by way of written resolution or electronic consent.

The Trust Deed and the Conditions will also provide that the Trustee may agree, without the consent of the Noteholders or the Couponholders, to:

- any modification of any of the provisions of the Trust Deed, the Agency Agreement and/or the Conditions that, in the Trustee's opinion, is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable law or as required by Euroclear and/or Clearstream and/or the CMU and/or CDP; and
- any other modification to the Trust Deed (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Agency Agreement and/or the Conditions that is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders.

The effect of the above provisions is that a Noteholder or Couponholder may be unable to prevent certain modifications, waivers and substitutions that might be disadvantageous to that Noteholder or Couponholder from being made in respect of the Notes in accordance with the Trust Deed and the Conditions. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders.

Changes in accounting principles relating to financial instruments may have an impact on the Group's financials

The Group is subject to risk around changes in accounting standards that may change the basis upon which the Group reports its financial results. For example, in 2019, SFRS(I) 16: Leases took effect and this new accounting standard introduces a single, on-balance sheet lease accounting model for lessees, resulting in almost all leases being recognised on the balance sheet, as the distinction between operating and finance leases is removed. Exceptions to this standard are short-term and low-value leases. Please refer to the notes to the Group's audited financial statements as at and for the year ended 31 December 2019 for a discussion on the impact of the adoption of new accounting standards including SFRS(I) 16: Leases.

There can be no assurance that any such changes will not have a material adverse impact on the Group's financial statements in future periods.

Accounting and corporate disclosure standards may result in more limited disclosure than in other jurisdictions

The Group is subject to Singapore and international accounting standards and requirements that differ in certain material respects from those applicable to the Group in certain other countries. Also, there may be less publicly available information about Singapore listed companies than is regularly made available by or about listed companies in certain other countries.

Investors should consult their own professional advisers for an understanding of the differences between Singapore and international accounting standards and the generally accepted accounting principles of other jurisdictions and how those differences might affect the financial information contained in this Offering Circular.

Singapore taxation risk

The Notes to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2023 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 "*Taxation – 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 be amended or revoked at any time.

Floating Rate Notes and other Notes referencing or linked to benchmarks

Reference rates and indices, including interest rate benchmarks, such as the London Interbank Offered Rate ("**LIBOR**"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**Benchmarks**"), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on any Note referencing or linked to such Benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Specifically, the sustainability of the LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. On 27 July 2017, the UK Financial Conduct Authority (“**FCA**”) confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 and, on 12 July 2018, announced that the LIBOR benchmark may cease to be a regulated benchmark under the UK Benchmarks Regulation (the “**FCA Announcements**”). Such announcements indicate that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. Subsequent speeches by the Chief Executive of the FCA and other FCA officials emphasised that market participants should not rely on the continued publication of LIBOR after the end of 2021. On 5 March 2021, the FCA announced that (i) the publication of 24 LIBOR settings (as detailed in the FCA announcement) will cease immediately after 31 December 2021, (ii) the publication of the overnight and 12-month U.S. dollar LIBOR settings will cease immediately after 30 June 2023, (iii) immediately after 31 December 2021, the 1-month, 3-month and 6-month sterling LIBOR settings will no longer be representative of the underlying market and economic reality that they are intended to measure and representativeness will not be restored (and the FCA will consult on requiring the ICE Benchmark Administration Limited (the “**IBA**”) to continue to publish these settings on a synthetic basis, which will no longer be representative of the underlying market and economic reality they are intended to measure, for a further period after end 2021) and (iv) immediately after 30 June 2023, the 1-month, 3-month and 6-month U.S. dollar LIBOR settings will no longer be representative of the underlying market and economic reality that they are intended to measure and representativeness will not be restored (and the FCA will consider the case for using its proposed powers to require IBA to continue publishing these settings on a synthetic basis, which will no longer be representative of the underlying market and economic reality they are intended to measure, for a further period after end June 2023).

In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average (“**SONIA**”) over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

The Association of Banks in Singapore (“**ABS**”) and Singapore Foreign Exchange Market Committee (“**SFEMC**”) have also proposed to discontinue SIBOR and to transition from SOR to an alternative interest rate benchmark, which has been identified as SORA.

The Steering Committee for SOR Transition to SORA (“**SC-STS**”) was established on 30 August 2019 to oversee the industry-wide transition from SOR to SORA. On 11 December 2020, the MAS announced that the SC-STS’s mandate has been expanded to enable it to oversee the SIBOR-SORA transition, and the SC-STS has been renamed as the Steering Committee for SOR & SIBOR Transition to SORA. This announcement was made together with the publication of a joint industry response by the ABS, SFEMC, and SC-STS to the July 2020 consultation on “SIBOR Reform and the Future Landscape for SGD Interest Rate Benchmarks” which outlined plans to discontinue SIBOR by end-2024 and shift towards a SORA-centred interest rate benchmark landscape.

On 31 March 2021, the SC-STS published a report announcing new industry timelines to cease issuance of SOR derivatives and SIBOR-linked financial products by end-September 2021. The new timelines specify that by end-September 2021: (a) all financial institutions and their customers should cease usage of SOR in new derivatives contracts (with certain exceptions); and (b) all financial institutions and their customers should cease usage of SIBOR in new contracts. SC-STS also stated that it remains committed to the earlier announced timelines for shifting new cash market use away from SOR and into SORA, namely, that all financial institutions and their customers should, by end-April 2021, cease usage of SOR in new loans and securities that mature after end-2021. The new timelines take into account global and local developments including the plans to discontinue SIBOR by end-2024 and statements from the UK Financial

Conduct Authority on the discontinuation of all LIBOR settings by 30 June 2023 (the implication of this is that SOR, which relies on USD LIBOR in its computation, will similarly be discontinued immediately after 30 June 2023 across all tenor settings).

The elimination of any benchmarks, or changes in the manner of administration of any benchmark, could require an adjustment to the Conditions, or result in other consequences, in respect of any Notes linked to such benchmark. Such factors may have the following effects on certain benchmarks:

- (i) discourage market participants from continuing to administer or contribute to the benchmark;
- (ii) trigger changes in the rules or methodologies used in the benchmark; or
- (iii) lead to the disappearance of the benchmark.

Any of the above changes or any other consequential changes as a result of international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a benchmark.

The Conditions will provide for certain fallback arrangements in the event that a Benchmark Event (as defined in the Conditions) occurs, including, among other things, if an Original Reference Rate (as defined in the Conditions) ceases to be published for a period of at least five business days or ceases to exist, if the supervisor of the administrator of the Original Reference Rate has made a public statement that the Original Reference Rate has been or will be permanently or indefinitely discontinued, or if it has become unlawful for the Issuing and Paying Agent, the Calculation Agent or the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or Alternative Rate (both as defined in the Conditions), with or without the application of an Adjustment Spread (as defined in the Conditions) and may include amendments to the Conditions to ensure the proper operation of the successor or replacement benchmark, all as determined by the Independent Adviser. An Adjustment Spread, if applied, could be positive or negative and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an Adjustment Spread and even if an adjustment is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of a Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) will still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the immediately preceding Interest Period being used. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. This may result in the effective application of a fixed rate for Floating Rate Note based on the rate which was last observed on the relevant Screen Page. In addition, applying the initial Rate of Interest or the Rate of Interest applicable as at the immediately preceding Interest Determination Date before the occurrence of the Benchmark Event is likely to result in the Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes linked to or referencing a benchmark.

Information reporting obligations

Information relating to the Notes, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes. This may include (but is not limited to) information relating to the value of the Notes, amounts paid or credited with respect to the Notes, details of the holders or beneficial owners of the Notes and information and documents in connection with transactions relating to the Notes. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries. Some jurisdictions operate a withholding system in place of, or in addition to, such provision of information requirements.

A change in the law which governs the Notes may adversely affect Noteholders

The Conditions are governed by either English or Singapore law, as specified in the relevant Pricing Supplement. The provisions of the Terms and Conditions of the Perpetual Notes that relate to subordination are governed by Singapore law. No assurance can be given as to the impact of any possible judicial decision or change to English or Singapore law, as the case may be, or administrative practice after the date of issue of the relevant Tranche of Notes. Any such change in law may adversely affect Noteholders.

The Guarantee will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defences that may limit its validity and enforceability

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable under the Issuer under the Trust Deed and the Notes. However, enforcement of the Guarantee would be subject to certain generally available defences. Local laws and defences may vary, and may include those that relate to corporate benefit (*ultra vires*), fraudulent conveyance or transfer (*action pauliana*), voidable preference, financial assistance, corporate purpose, liability in tort, subordination and capital maintenance or similar laws and concepts. They may also include regulations or defences which affect the rights of creditors generally.

If a court were to find the Guarantee, or a portion thereof, void or unenforceable as a result of such local laws or defence, or to the extent that agreed limitations on guarantees apply, holders would cease to have any claim in respect of the Guarantor and would be creditors solely of the Issuer and, if payment had already been made under the Guarantee, the court could require that the recipient return the payment to the Guarantor.

Application of Singapore insolvency and related laws to the Issuer and the Guarantor may result in a material adverse effect on the Noteholders

There can be no assurance that the Issuer and/or the Guarantor will not become bankrupt, unable to pay its debts or insolvent or be the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. In the event of an insolvency or near insolvency of the Issuer and/or the Guarantor, the application of certain provisions of Singapore insolvency and related laws may have a material adverse effect on Noteholders. Without being exhaustive, below are some matters that could have a material adverse effect on Noteholders.

Where the Issuer or the Guarantor is insolvent or close to insolvent and the Issuer or, as the case may be, the Guarantor undergoes certain insolvency procedures, there may be a moratorium against actions and proceedings which may apply in the case of judicial management, schemes of arrangement and/or winding-up in relation to the Issuer or, as the case may be, the Guarantor. It may also be possible that if a company related to the Issuer or, as the case may be, the Guarantor proposes a creditor scheme of arrangement and obtains an order for a moratorium, the Issuer or, as the case may be, the Guarantor may also seek a moratorium even if the Issuer or, as the case may be, the Guarantor is not in itself proposing a scheme of arrangement. These moratoriums can be lifted with court permission and in the case of judicial management, with the consent of the judicial manager or with court permission. Accordingly, if for instance there is any need for the Trustee to bring an action against the Issuer or, as the case may be, the Guarantor, the need to obtain court permission or the judicial manager's consent may result in delays in being able to bring or continue legal proceedings that may be necessary in the process of recovery.

Further, Noteholders may be made subject to a binding scheme of arrangement where the majority in number representing 75 per cent. in value of creditors and the court approve such scheme. In respect of company-initiated creditor schemes of arrangement, there are cram-down provisions that may apply to a dissenting class of creditors. The court may notwithstanding a single class of dissenting creditors approve a scheme provided an overall majority in number representing 75 per cent. in value of the creditors meant to be bound by the scheme have agreed to it and provided that the scheme does not unfairly discriminate and is fair and equitable to each dissenting class and the court is of the view that it is appropriate to approve the scheme. In such scenarios, Noteholders may be bound by a scheme of arrangement to which they may have dissented.

The Insolvency, Restructuring and Dissolution Act 2018 (Act 40 of 2018) (the "**IRD Act**") was passed in Parliament of Singapore on 1 October 2018 and came into force on 30 July 2020. The IRD Act includes a prohibition against terminating, amending or claiming an accelerated payment or forfeiture of the term under, any agreement (including a security agreement) with a company that commences certain insolvency or rescue proceedings (and before the conclusion of such proceedings), by reason only that the proceedings are commenced or that the company is insolvent. This prohibition is not expected to apply to any contract or agreement that is, or that is directly connected with, the Notes. However, it may apply to related contracts that are not found to be directly connected with the Notes.

The Notes may be represented by Global Notes or Global Certificates and holders of a beneficial interest in a Global Note or a Global Certificate must rely on the procedures of the relevant clearing system(s)

Notes issued under the Programme may be represented by one or more Global Notes or Global Certificates. Such Global Notes will be deposited with a common depositary for Euroclear and Clearstream, CDP, or a sub-custodian for the HKMA as operator of the CMU. Except in the circumstances described in the relevant Global Note or Global Certificate, investors will not be entitled to receive Definitive Notes or Certificates. The relevant clearing system(s) will maintain records of the beneficial interests in the Global Notes or Global Certificates. While the Notes are represented by one or more Global Notes or Global Certificates, investors will be able to trade their beneficial interests only through the relevant clearing systems.

While the Notes are represented by one or more Global Notes or Global Certificates, the Issuer, failing which the Guarantor, will discharge its payment obligations under the Notes by making payments to or to the order of the relevant clearing system(s) for distribution to their account holders, or in the case of the CMU, to the persons for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in accordance with the CMU rules and procedures as notified by the CMU to the CMU Lodging and Paying Agent in a relevant CMU Issue Position Report or any other notification by the CMU.

A holder of a beneficial interest in a Global Note or Global Certificate must rely on the procedures of the relevant clearing system(s) to receive payments under the relevant Notes. Neither the Issuer nor the Guarantor has any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Certificates (as the case may be).

Holders of beneficial interests in the Global Notes or Global Certificates will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system(s) to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes or Global Certificates will not have a direct right under the respective Global Notes or Global Certificates to take enforcement action against the Issuer or the Guarantor in the event of a default under the relevant Notes but will have to rely upon their rights under the Trust Deed.

Noteholders should be aware that Definitive Notes and Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade

In relation to any issue of Notes which have a denomination consisting of a minimum Specified Denomination (as defined in the Conditions) plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination will not receive a Definitive Note or Certificate in respect of such holding (should Definitive Notes or Certificates be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations. If Definitive Notes or Certificates are issued, holders should be aware that Definitive Notes or Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade. Definitive Notes will in no circumstances be issued to any person holding Notes in an amount lower than the minimum denomination and such Notes will be cancelled and the holders will have no rights against the Issuer (including rights to receive principal or interest or to vote or attend meetings of Noteholders) in respect of such Notes.

The Issuer is a special purpose company with no business activities of its own and will be dependent on funds from the Group to make payments under the Notes

The Issuer may on-lend proceeds from the issue of the Notes to the Guarantor and/or other members of the Group. The Issuer does not and will not have any assets other than such loan receivables and its ability to make payments under the Notes will depend on its receipt of timely payments under such loan or other financing arrangements with the Guarantor and/or other members of the Group.

The Issuer may be unable to redeem the Notes

On certain dates, including the occurrence of any early redemption event specified in the relevant Pricing Supplement or otherwise and at maturity of the Notes, the Issuer may, and at maturity, will, be required to redeem the Notes. If such an event were to occur, the Issuer may not have sufficient cash on hand and may not be able to arrange financing to redeem the Notes in time, or on acceptable terms, or at all. The ability to redeem the Notes in such event may also be limited by the terms of other debt instruments. Failure to repay, repurchase or redeem tendered Notes by the Issuer would constitute an event of default under the Notes, which may also constitute a default under the terms of other indebtedness of the Group.

Further, there is no assurance that the Issuer and/or the Guarantor will have sufficient cash flow to meet payment obligations under the Notes as and when they fall due, in the event the Issuer and/or the Guarantor suffers a material deterioration in its financial condition. In such event, the ability of the Issuer and/or the Guarantor to comply with its payment obligations under the Trust Deed and the Notes may be adversely affected.

The Trustee may request that the Noteholders provide an indemnity and/or security and/or prefunding to its satisfaction

In certain circumstances (including without limitation pursuant to Condition 10 or 12 of the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, pursuant to Condition 9 of the Terms and Conditions of the Perpetual Notes), the Trustee may (at its sole discretion) request the Noteholders to provide an indemnity and/or security, and/or prefunding to its satisfaction before it takes any steps and/or actions and/or institutes proceedings on behalf of Noteholders as described in the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, the Terms and Conditions of the Perpetual Notes. The Trustee shall not be obliged to take any such steps and/or actions and/or institute such proceedings if not first indemnified and/or secured, and/or prefunded to its satisfaction. Negotiating and agreeing to any indemnity and/or security, and/or prefunding can be a lengthy process and may impact on when such steps and/or actions can be taken and/or when such proceedings can be instituted. The Trustee may not be able to take such steps and/or actions and/or institute such proceedings, notwithstanding the provision of an indemnity and/or security and/or prefunding to it, in breach of the terms of the Trust Deed and in such circumstances, or where there is uncertainty or dispute as to the applicable laws or regulations, to the extent permitted by the Trust Deed, the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, the Terms and Conditions of the Perpetual Notes and the applicable law, it will be for the Noteholders to take such steps and/or actions and/or to institute such proceedings directly.

RISKS RELATING TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

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

Subject to the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, the Terms and Conditions of the Perpetual Notes, the Issuer may have the option to redeem outstanding Notes at any time or upon the occurrence of certain events, including changes in tax laws or regulations or accounting standards.

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem 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 be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor 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. Potential investors should consider reinvestment risk in light of other investments available at that time.

If specified in the relevant Pricing Supplement, the Notes may be redeemed at the Issuer's option at date(s) specified in the relevant Pricing Supplement or on the occurrence of certain other events

If specified in the relevant Pricing Supplement, the Notes may be redeemed by the Issuer as described in "*Summary of the Programme – Summary of terms relating to Notes other than Perpetual Notes*" and "*Summary of the Programme – Summary of terms relating to Perpetual Notes*".

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

Dual Currency Notes have features which are different from single currency issues

The Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- the market price of such Notes may be volatile;
- they may receive no interest;
- payment of principal or interest may occur at a different time or in a different currency than expected; and
- the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero.

Failure by an investor to pay a subsequent instalment of partly-paid Notes may result in an investor losing all of its investment

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalments could result in an investor losing all of its investment.

The market price of variable rate Notes with a multiplier or other leverage factor may be volatile

Notes with variable interest rates can be volatile securities. 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 such features.

Inverse Floating Rate Notes are typically more volatile than conventional floating rate debt

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Notes carrying an interest rate which may be converted from fixed to floating interest rates and vice-versa may have lower market values than other Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than the prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Notes.

An investment in the Notes is subject to interest rate risk

Noteholders may suffer unforeseen losses (both realised and unrealised) due to fluctuations in interest rates. In particular, fixed rate Notes may see their price fluctuate due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the prices of the Notes. The market value of the Notes may be similarly affected which may result in a capital loss for Noteholders. Conversely, when interest rates fall, the prices of the Notes and the prices at which the Notes trade may rise. Noteholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

In addition, if so specified in the relevant Pricing Supplement, the distribution rate on Fixed Rate Perpetual Notes may be reset on the specified reset date(s) based on the specified benchmark rate. There is no assurance that the reset distribution rate will not be lower than the initial distribution rate.

The market prices of Notes 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 nominal 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.

Investors may lose part or all of their investment in any Index Linked Notes or variable redemption amount issued

If, in the case of a particular Tranche of Notes, the relevant Pricing Supplement specifies that the Notes are Index Linked Notes or variable redemption amount Notes, there is a risk that the investor may lose the value of its entire investment or part of it.

RISKS RELATING TO THE MARKET GENERALLY

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk.

Notes issued under the Programme have no current active trading market and may trade at a discount to their initial issue price and/or with limited liquidity

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial issue price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and/or the Guarantor, amongst other things. If the Notes are trading at a discount, investors may not be able to receive a favourable price for their Notes, and in some circumstances investors may not be able to sell their Notes at all or at their fair market value.

Although application has been made for the Notes issued under the Programme which are agreed at the time of issue to be listed on the SGX-ST to be admitted to listing on the SGX-ST, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. In addition, the market for investment grade and crossover grade debt has been subject to disruptions that have caused volatility in prices of securities similar to the Notes issued under the Programme. Accordingly, there is no assurance as to the development or liquidity of any trading market, or that disruptions will not occur, for any particular Tranche of Notes.

Exchange rate risks and exchange controls may result in investors receiving less interest or principal than expected

The Issuer will pay principal and interest on the Notes in the currency specified in the relevant Pricing Supplement (the “**Specified Currency**”). This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the “**Investor’s Currency**”) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 Specified Currency would decrease:

- the Investor’s Currency-equivalent yield on the Notes;
- the Investor’s Currency-equivalent value of the principal payable on the Notes; and
- the Investor’s Currency-equivalent market value of the Notes.

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, investors may receive less interest or principal than expected, or no interest or principal.

The Programme has not been rated and any credit ratings assigned to the Notes may not reflect all risks

The Programme has not been rated and Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, one or more credit rating agencies may assign credit ratings to an issue of Notes. The credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit rating is a statement of opinion and not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal by the assigning rating agency at any time.

ADDITIONAL RISKS RELATING TO THE PERPETUAL NOTES

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

The Issuer may issue Perpetual Notes under the Programme. The Perpetual Notes are perpetual and have no fixed maturity date. Noteholders have no right to require the Issuer to redeem Perpetual Notes at any time, and an investor who acquires Perpetual Notes may only dispose of such Perpetual Notes by sale. Noteholders who wish to sell their Perpetual Notes 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 Notes should be aware that they may be required to bear the financial risks of an investment in Perpetual Notes for an indefinite period of time.

If specified in the relevant Pricing Supplement, Noteholders may not receive Distribution payments if the Issuer elects to defer Distribution payments

If Distribution Deferral is specified in the relevant Pricing Supplement, the Issuer may, at its sole discretion, elect to defer any scheduled Distribution on the Perpetual Notes for any period of time. Each of the Issuer and the Guarantor may be subject to certain restrictions in relation to the payment of dividends on its Junior Obligations and the redemption and repurchase of its Junior Obligations until any Arrears of Distribution and any Additional Distribution Amounts are satisfied. The Issuer is not subject to any limits as to the number of times Distributions can be deferred pursuant to the Terms and Conditions of the Perpetual Notes, subject to compliance with the foregoing restrictions. Although Distributions may be cumulative (should Cumulative Deferral be specified in the relevant Pricing Supplement), the Issuer may defer its payment for an indefinite period of time by delivering the relevant deferral notices to the holders, and holders have no rights to claim any Distribution, Arrears of Distribution or Additional Distribution Amount if there is such a deferral. Any such deferral shall not constitute a default, and will likely have an adverse effect on the market price of the relevant Perpetual Notes.

Investors will not be entitled to recover missed Distributions on Perpetual Notes if the Distributions on a Tranche of Perpetual Notes are not cumulative

Distributions on Perpetual Notes will not be cumulative if Distribution Deferral and Non-Cumulative Deferral are specified in the relevant Pricing Supplement. If, and to the extent the Issuer does not declare, all or any portion of a Distribution for payment on the Perpetual Notes or if the Issuer is prohibited by the terms of the Perpetual Notes from paying all or any portion of a Distribution, investors will not receive that Distribution or portion of a Distribution not paid and will have no claim to that Distribution or portion thereof, whether or not the Issuer has funds to pay that Distribution or portion thereof or subsequently pays Distributions under the Perpetual Notes.

There are limited remedies for default under the Perpetual Notes

Notwithstanding any of the provisions in the Terms and Conditions of the Perpetual Notes relating to non-payment defaults, the right to institute winding-up proceedings is limited to circumstances where payment has become due and the Issuer or the Guarantor, as the case may be, fails to make the payment when due. Any scheduled Distribution will not be due if the Issuer elects to defer that Distribution pursuant to the Terms and Conditions of the Perpetual Notes, and will not be a payment default.

The only remedy against the Issuer and/or the Guarantor (as the case may be) available to any holder of Perpetual Notes for recovery of amounts in respect of the Perpetual Notes following the occurrence of a payment default after any sum becomes due in respect of the Perpetual Notes will be the Trustee instituting winding-up proceedings and/or proving in such winding-up and/or claiming in the liquidation of the Issuer and/or the Guarantor (as the case may be) in respect of any payment obligations arising from the Perpetual Notes.

The Issuer may raise other capital which affects the price of the Perpetual Notes

The Issuer may raise additional capital through the issue of other securities or other means. There is no restriction under the Terms and Conditions of the Perpetual Notes, 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 Notes. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of Perpetual Notes on a winding-up of the Issuer and may increase the likelihood of a deferral of Distribution under the Perpetual Notes. The issue of any such securities or the incurrence of any such other liabilities might also have an adverse impact on the trading price of the Perpetual Notes and/or the ability of holders of Perpetual Notes to sell their Perpetual Notes.

The Subordinated Perpetual Notes are subordinated obligations

The obligations of the Issuer under the Subordinated Perpetual Notes will constitute unsecured and subordinated obligations of the Issuer. In the event of the winding-up of the Issuer, the rights of the holders of Subordinated Perpetual Notes to receive payments in respect of the Subordinated Perpetual Notes 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 Notes 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 Notes 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 but unpaid Distributions.

In addition, there is no restriction under the Terms and Conditions of the Perpetual Notes 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 Notes. 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 Notes on a winding-up of the Issuer and/or may increase the likelihood of a deferral of Distribution under the Subordinated Perpetual Notes.

Tax treatment of the Perpetual Notes is unclear

It is not clear whether any particular tranche of the Perpetual Notes (the “**Relevant Tranche of the Perpetual Notes**”) will be regarded as “debt securities” by the Inland Revenue Authority of Singapore (the “**IRAS**”) for the purposes of the ITA, whether distributions under each tranche of the Perpetual Notes (including any Arrears of Distribution and Additional Distribution Amounts) will be regarded as interest payable on indebtedness and whether the tax concessions and exemptions available for qualifying debt securities under the Qualifying Debt Securities Scheme (as set out in “*Taxation – Singapore Taxation*”) would apply to the Relevant Tranche of the Perpetual Notes.

If the Relevant Tranche of the Perpetual Notes is not regarded as “debt securities” for the purposes of the ITA, distributions made under each tranche of the Perpetual Notes (including any Arrears of Distribution and Additional Distribution Amounts) are not regarded as interest payable on indebtedness and/or holders thereof are not eligible for the tax concessions or exemptions under the Qualifying Debt Securities Scheme, the tax treatment to holders may differ. Investors and holders of the Relevant Tranche of the Perpetual Notes 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 Notes.

ADDITIONAL RISKS RELATING TO RENMINBI-DENOMINATED NOTES

Notes denominated in Renminbi (“**Renminbi Notes**”) may be issued under the Programme. Renminbi Notes contain particular additional risks for potential investors.

Renminbi is not completely freely convertible and there are significant restrictions on remittance of Renminbi into and outside the PRC

Renminbi is not completely freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies. However, there has been significant reduction in control by it in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi by foreign investors into the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed.

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016 and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People’s Bank of China (“**PBOC**”) in 2018, there is no assurance that the PRC government will continue to liberalise control over cross border remittance of Renminbi in the future, or that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. Despite Renminbi internationalisation pilot programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer or the Guarantor to source Renminbi to finance its obligations under Renminbi Notes. Each investor should consult its own advisers to obtain a more detailed explanation of how the PRC regulations and rules may affect their investment decisions.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Notes and the Issuer’s and the Guarantor’s ability to source Renminbi outside the PRC to service such Renminbi Notes

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. While the PBOC has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the “**Renminbi Clearing Banks**”) including but not limited to Hong Kong, London, Paris and Frankfurt and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the “**Settlement Arrangements**”), the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The Renminbi Clearing Banks only have access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC rules and regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of Renminbi Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service Renminbi Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described under the Notes, the Issuer can make payments under the Renminbi Notes in a currency other than Renminbi.

Investment in Renminbi Notes is subject to exchange rate risks

The value of the Renminbi against the U.S. Dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and other factors. Recently, the PBOC implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. Dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made with respect to Renminbi Notes in Renminbi, save as provided in the terms and conditions in accordance with Condition 7(i) of the Terms and Conditions of the Notes other than Perpetual Notes and Condition 6(i) of the Terms and Conditions of the Perpetual Notes. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in that foreign currency will decline. If an investor measures its investment returns by reference to a currency other than Renminbi, an investment in the Renminbi Notes entails foreign exchange related risks, including possible significant changes in the value of Renminbi relative to the currency by reference to which an investor measures its investment returns. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of the Renminbi Notes below their stated coupon rates and could result in a loss when the return on the Renminbi Notes is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in Renminbi Notes.

Payments in respect of Renminbi Notes will only be made to investors in the manner specified in such Renminbi Notes

All payments to investors in respect of Renminbi Notes will be made solely:

- when Renminbi Notes are represented by Global Notes, by transfer to a Renminbi bank account maintained in Hong Kong or Singapore, as the case may be, in accordance with prevailing CMU rules and procedures or CDP rules, as the case may be; or
- when Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations.

In the event that a holder of Renminbi Notes fails to maintain a valid Renminbi account with a bank in Hong Kong or Singapore, as the case may be, and accordingly, payments are unsuccessful, it is possible that such amounts may be settled in a currency other than Renminbi. The Issuer and the Guarantor cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

DESCRIPTION OF THE ISSUER

The Issuer was incorporated with limited liability under the laws of the Republic of Singapore. It is a wholly-owned subsidiary of the Guarantor.

Its principal activities are the provision of financial and treasury services to related parties. Apart from the issue of Notes under the Programme, it is also intended that the Issuer, as a central funding vehicle for our Group, may enter into other transactions for the purpose of raising funds to meet the funding requirements of our Group.

Registered Office

The registered office of the Issuer as at the date of this Offering Circular is at 168 Robinson Road, #30-01 Capital Tower, Singapore 068912.

Shareholding and Capital

As at the date of this Offering Circular, the issued and fully paid up share capital of the Issuer is S\$100,000,000 comprising S\$10,000,000 in ordinary shares and S\$90,000,000 in redeemable preference shares.

Directors

As at the date of this Offering Circular, the Directors of the Issuer are:

- (1) Lim Cho Pin Andrew Geoffrey;
- (2) Tan Seng Chai; and
- (3) Tan Swee Chuan.

DESCRIPTION OF OUR GROUP

OVERVIEW AND OUR HISTORY

Headquartered and listed in Singapore, our Group is a leading global real estate investment manager (“**REIM**”) with a strong Asia foothold. As at 30 September 2021, our Group had about S\$120.8 billion of real estate assets under management (“**RE AUM**”), and about S\$84.3 billion of FUM, held through both our managed Listed Funds and Unlisted Funds across the Asia-Pacific region, Europe and USA in diversified asset classes, namely, integrated developments, retail, office, lodging (including multifamily) and new economy sectors such as business parks, industrial, logistics and data centres.

Our Group aims to scale our FUM and fee-related earnings through our full stack of investment management and operating capabilities. As the listed investment management business arm of the CapitaLand Group (as defined below), our Group has access to the development capabilities of and pipeline investment opportunities from the CapitaLand Group’s development arm.

With a business presence spanning over 200 cities across more than 30 countries as at 30 September 2021, our Group has established a strong footprint across all major global markets.

Prior to completion of the Scheme (as defined below), our Group was the investment management arm of the group of companies under CapitaLand Limited (“**CapitaLand**”) and the group of companies comprising CapitaLand, its subsidiaries and its associated companies (including our Group), the “**CapitaLand Group**”).

More than two decades ago, CapitaLand started its real estate financial business via the establishment of a US\$193 million real estate fund with ING Real Estate. It held a 20% stake in the fund. In 2002, it established CapitaLand Mall Trust (currently known as CICT), the first REIT in Singapore. CapitaLand was one of the pioneers in the Singapore REIT (“**S-REIT**”) market in the early 2000s with S\$3.1 billion of assets under management in 2003, during which it positioned itself as a leading provider of boutique financial services for real estate-related investments in Asia. Our immediate focus then was to broaden our customer and investor relationships, and penetrate new markets, leveraging CapitaLand’s overseas offices, extensive global network, and comprehensive real estate expertise. We offered investment opportunities, local intelligence and operational capabilities.

Our ability to combine financial skills with real estate domain knowledge and expertise distinguished our Group from other players then. We were able to unlock and enhance the potential value of real estate assets for property owners and investors. We successfully conceptualised, structured, launched and completed a number of real estate financial products and services that were specially tailored to meet market demands.

In 2019, we further transformed and strengthened our investment management platform by acquiring the portfolio of Ascendas-Singbridge Pte. Ltd. (now known as CLA Real Estate Holdings Pte. Ltd.) (“**ASB**” or “**CLA**”) group to create Asia’s largest real estate investment manager, and one of Asia’s largest diversified real estate group. The total RE AUM of ASB then amounted to S\$24.4 billion.

In 2021, CapitaLand and CLA jointly announced the strategic restructuring and demerger of the investment management business of CapitaLand, in connection with which CapitaLand and CLA undertook a scheme of arrangement (the “**Scheme**”) involving, among other things, a capital reduction exercise by CapitaLand to distribute shares of CLI to shareholders of CapitaLand and the acquisition by CLA of all the issued and paid-up shares of CapitaLand.

In connection with the Scheme, CapitaLand also undertook an internal restructuring to consolidate certain assets and businesses of the CapitaLand Group under CLI, its subsidiaries and associated companies such that the portfolio of our Group now comprises, among others, the investment management platforms for the Listed Funds and Unlisted Funds the CapitaLand Group's stakes in the Listed Funds and Unlisted Funds, the lodging business of the CapitaLand Group, certain of the assets held by the CapitaLand Group (some of which could be the pipeline investment opportunities for the Listed Funds and Unlisted Funds) and certain operating platforms for the office and retail malls, business park properties and data centres comprised in the portfolio of our Group.

In September 2021, CLI was listed on the Main Board of the SGX-ST and CapitaLand was delisted from the SGX-ST.

Set out below are the major milestones for our investment management and lodging businesses in CapitaLand's history:

1998: CapitaLand set up I.P. Property Fund Asia, its first real estate fund with co-sponsor ING Real Estate.

2001: CapitaLand set up Eureka Office Fund, the first Singapore dollar-denominated wholesale property fund, with German ERGO Insurance Group.

2002: CapitaLand listed CICT (formerly known as CapitaLand Mall Trust), the first REIT in Asia ex-Japan, with an initial portfolio of S\$0.9 billion. As at 31 December 2020, CICT has grown to become the Singapore proxy REIT for commercial real estate with a portfolio size of S\$22.3 billion.

2003: CLI (formerly known as CapitaLand Financial Limited and CapitaLand Investment Management Limited) was incorporated to develop real estate investments into financial products for the capital markets. The Ascott Limited ("**Ascott**") acquired 50% of Citadines, a pan-European serviced residence chain, enhancing its access to the serviced residence market in Europe. Subsequently, Ascott acquired the remaining 50% of Citadines in 2004.

2004: CapitaLand launched CapitaLand Commercial Trust, Singapore's first commercial REIT. CapitaLand Commercial Trust has since merged with CapitaLand Mall Trust in 2020 to form Singapore's largest commercial REIT, CICT.

2005: CapitaLand set up ARC-CapitaLand Residences Japan, its first Shari'ah compliant property joint venture to invest in Japanese rental apartments, then capitalising on the rental housing market in Japan.

2006: CapitaLand debuted Ascott Residence Trust, the world's first pan-Asian serviced residence REIT, through its lodging arm, Ascott. Currently known as ART, it has since grown to become the largest hospitality trust in Asia-Pacific with an asset value of S\$7.3 billion as at 30 June 2021. As at 30 September 2021, its international portfolio comprised 89 properties with more than 17,000 units in 39 cities across 15 countries in Asia-Pacific, Europe and USA. In the same year, CapitaLand also launched CLCT (formerly known as CapitaLand Retail China Trust), Singapore's first pure-play PRC shopping mall REIT at the point of its launch.

2007: CapitaLand launched the US\$500 million Ascott China Fund, the first private equity fund dedicated to investing in serviced residences across China, through its lodging arm, Ascott.

2008: CapitaLand raised its first integrated development private equity fund in China, Raffles City China Fund, and together with CITIC Trust, established a RMB500 million CITIC CapitaLand Business Park Fund, the first RMB-denominated real estate private equity fund in PRC.

2010: CapitaLand listed CLMT (formerly known as CapitaLand Malaysia Mall Trust) on Bursa Malaysia. CapitaLand also closed Raffles City Changning Joint Venture (“**RCCN**”) with a fund size of S\$1.03 billion, focused on prime integrated commercial properties and Raffles City developments. In the same year, Vietnam Joint Venture Fund (“**VJVF**”) achieved fund closure with US\$200 million in committed capital. Focused on residential developments, VJVF was the first Vietnam-focused private fund managed by CapitaLand.

2011: CapitaLand Mall Asia converted CapitaRetail China Development Fund (“**CRCDF**”) into an income fund, renaming it to CapitaMalls China Income Fund (now known as CapitaLand Mall China Income Fund I) (“**CMCIF I**”). The fund was also upsized by 50% to US\$900 million at the same time. CRCDF was first launched in 2006 and primarily invested in retail mall developments across PRC.

2012: CapitaLand Mall Asia established CapitaMalls China Development Fund III (now known as CapitaLand Mall China Development Fund III) (“**CMCDF III**”) with a fund size of US\$1.0 billion. At that point in time, CMCDF III was its largest private equity fund and its fourth in PRC. In the same year, CapitaLand was also recognised as a global sustainability leader by Dow Jones World Sustainability Index 2011/2012 and an Asian Sector Leader in the Global Real Estate Sustainability Benchmark (GRESB) Report 2012. The achievements attest to our Group’s efforts in integrating sustainability into corporate strategies.

2014: Ascott entered into a strategic partnership with Quest Apartment Hotels (“**Quest**”) in Australia to invest up to A\$500 million to acquire new properties in Australia over the next five years. Ascott also signed an agreement to acquire a 20% stake in Quest.

2015: Ascott expanded its footprint to USA through its maiden acquisition of a prime property in Times Square, New York via ART. In the same year, Ascott entered into a joint venture with Qatar Investment Authority to set up Ascott Serviced Residence (Global) Fund (“**ASRGF**”), a US\$600 million global serviced residence fund, with an initial focus on the Asia-Pacific and Europe regions.

2016: CapitaLand established the US\$1.5 billion Raffles City China Investment Partners III (“**RCCIP III**”), which was mandated to invest in prime integrated developments in PRC’s gateway cities.

2017: Ascott acquired an additional 60% stake in Quest for A\$180.0 million and an 80% stake in Synergy Global Housing, a leading accommodation provider in USA, for US\$33.7 million.

2018: Ascott announced a target to double its global portfolio to 160,000 units by 2023. In September 2018, CapitaLand marked its first foray into USA’s multifamily sector through the acquisition of a portfolio of 16 multifamily properties for US\$835 million. In the same year, CapitaLand Commercial Trust made its first foray into Europe with the acquisition of a freehold Grade A commercial property.

2019: CapitaLand acquired the portfolio of ASB group in a transaction valued at S\$11 billion to create one of Asia’s largest diversified real estate group, adding significant strength to CapitaLand’s investment management business as well as allowing it to pivot towards more new economy sector exposure.

Post transaction, CapitaLand also brought A-REIT, AIT and Ascendas Hospitality Trust (“**AHT**”) onto its Listed Funds platform. A total of seven Unlisted Funds was also added to the CapitaLand funds platform – Ascendas China Business Parks Fund 4 (“**ACBPF 4**”), Ascendas India Growth Programme (“**AIGP**”), Ascendas India Logistics Programme (“**AILP**”), Ascendas Office Private Placement REIT No. 1 (now known as CapitaLand Korea Private REIT No. 1) (“**AKOPREIT 1**”), Ascendas Korea Office Private REIT No. 2 (“**AKOPREIT 2**”), Ascendas Korea Office Private REIT No. 3 (now known as CapitaLand Korea Private REIT No. 3) (“**AKOPREIT 3**”) and Ascendas Korea Office Qualified Private REIT No. 5 (now known as CapitaLand Korea Qualified Private REIT

No. 5) (“**AKOPREIT 5**”). The acquisition also added to CapitaLand’s business multiple capital partnerships which included collaborations with third party partners to co-develop and jointly manage projects. The total RE AUM of the investment management platform of ASB then amounted to S\$24.4 billion.

In the same year after the acquisition, Ascott Residence Trust merged with AHT to form ART, creating the largest hospitality trust in Asia-Pacific with an asset value of S\$7.3 billion as at 30 June 2021.

In the area of Unlisted Funds, CapitaLand incepted CAP I (CapitaLand Asia Partners I and co-investments), its maiden discretionary real estate equity fund to invest in value-add and transitional office buildings in Asia’s key gateway cities.

2020: CapitaLand Mall Trust merged with CapitaLand Commercial Trust to form CICT, Singapore’s largest proxy for commercial real estate. As at 30 September 2021, its market capitalisation was S\$13.2 billion, CLCT expanded its investment strategy to position itself for further growth as it became the dedicated Singapore-listed REIT for the CapitaLand Group’s non-lodging PRC business, with acquisition pipeline access to CapitaLand China’s assets to allow CLCT to seize new opportunities in the growing PRC real estate market.

RECENT SIGNIFICANT DEVELOPMENTS

Ascott expands lyf portfolio to over 3,000 units across 13 cities

On 7 October 2021, CLI, through Ascott, announced that Ascott has expanded its lyf portfolio to a total of 17 properties with over 3,000 units in 13 cities and nine countries. The expanded portfolio includes the newly opened lyf Mid-Town Hangzhou, Ascott’s first lyf-branded co-living property in China. It also secured a management contract for its second lyf property in Thailand, lyf Riverside Bangkok. This follows Ascott’s recent acquisition of its first lyf property in Europe, livelyfhere Gambetta Paris, through its private fund ASRGF in June 2021.

Proposed acquisition of four logistics properties in China

On 12 October 2021, CLI, through CLCT, announced the proposed acquisition of a portfolio of four logistics assets in Shanghai, Kunshan, Wuhan and Chengdu respectively, which are key logistics hubs in China and are within CLI’s five core city clusters, from third party vendors.

The acquisition is based on an aggregate agreed property value of RMB1,683.4 million, representing a discount of approximately 0.6% to the aggregate valuation by an independent valuer appointed by CLCT. CLCT’s total cost of the acquisition is estimated at approximately S\$297.7 million, subject to post-completion adjustments. The acquisition is expected to be completed by 4Q2021.

Proposed acquisition of 11 logistics properties in USA

On 22 October 2021, CLI, through A-REIT, announced the proposed acquisition of a portfolio of 11 logistics properties located in Kansas City, USA for a total purchase consideration of US\$156.0 million from third party vendors ColFin 2017-11 Industrial Owner, LLC and ColFin Cobalt I-II Owner, LLC.

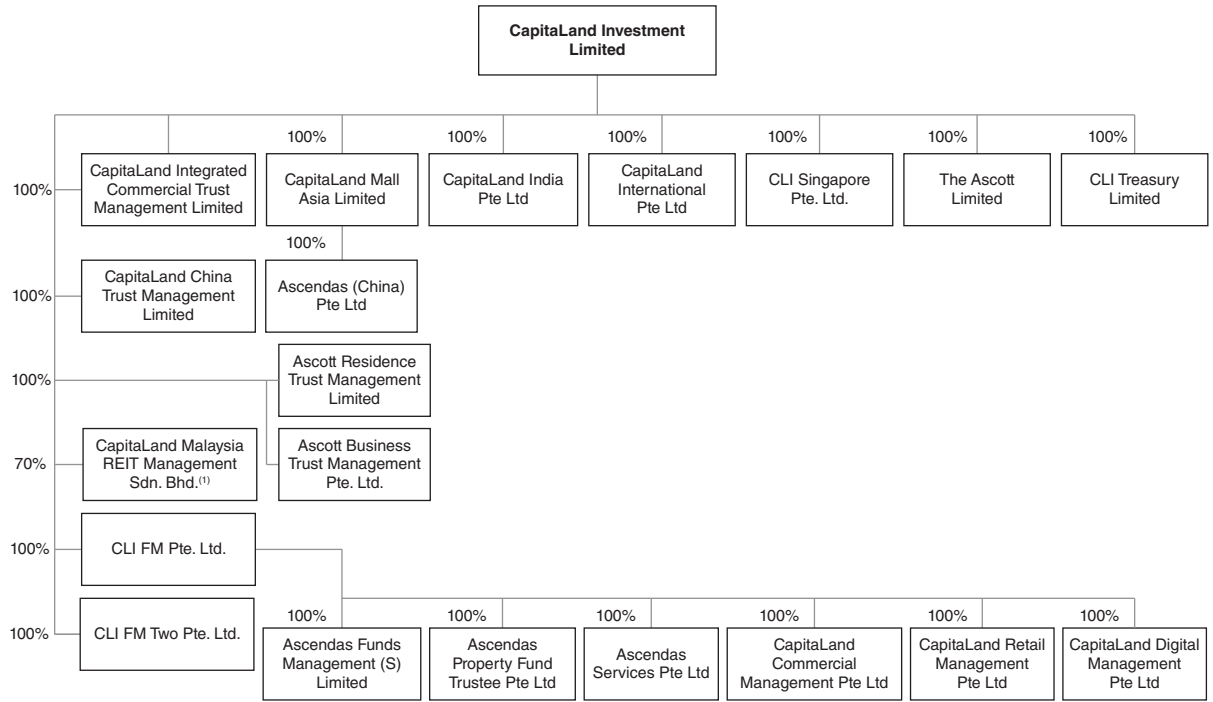
The portfolio of 11 logistics properties has an aggregate market value of US\$156.3 million as at 24 September 2021 based on an independent valuation. The acquisition has since completed.

Proposed acquisition of a student accommodation asset in USA

On 1 November 2021, CLI, through ART, announced the proposed acquisition of a freehold 548-bed student accommodation asset, named Seven07 in Champaign, Illinois, USA for US\$83.25 million. The transaction is expected to be completed in mid-November 2021.

Our Group Structure

Set out below is a diagrammatic representation of the main entities through which we directly or indirectly hold our principal properties and principal investments and through which we carry on our principal business as at 30 September 2021.



Note:

(1) The remaining 30% is held by Malaysian Industrial Development Finance Berhad.

Our Business Portfolio and Operations

Our Group is a leading listed global real estate investment manager with a strong Asia foothold. Our business model comprises two key segments, namely, fee income-related business and real estate investments, as further described below.

(a) Fee income-related business

- Investment and asset management of Listed Funds;
- Investment and asset management of Unlisted Funds;
- Lodging management for both owned and third-party owners of lodging assets, predominantly for serviced residence; and
- Property management across different asset classes.

(b) Real estate investments

- Stakes in the Listed Funds;
- Stakes in the Unlisted Funds; and
- Property investments.

Investment Management

We derive our fee income primarily from managing the underlying assets and/or capital of our capital partners via the Listed Funds and Unlisted Funds that they invest in. Our investment management platform comprises full stack investment and operating capabilities, allowing us to manage and offer our investors investment opportunities across our investment management platforms as well as strategies across the risk spectrum from core to opportunistic strategies, and a broad range of sectors such as commercial/integrated, new economy, lodging and alternatives. Our wide variety of mandates and product offerings provide a comprehensive suite of options for our diverse group of investors, which include global institutions such as pension funds and sovereign wealth funds, allowing them to invest in vehicles that suit their investment appetite and risk thresholds.

The Listed Funds

Our Group manages six Listed Funds, namely, CICT, A-REIT, ART, CLCT, AIT and CLMT. The total FUM for the Listed Funds is approximately S\$55 billion as at 30 September 2021.

Listed Fund	Our Group's Stake	Market Capitalisation (S\$) ⁽¹⁾	Relevant Exchange
CICT	23.0%	13.2 billion	SGX-ST
A-REIT	18.0%	12.6 billion	SGX-ST
ART	38.9%	3.0 billion	SGX-ST
CLCT	23.1% ⁽³⁾	1.9 billion	SGX-ST
AIT	21.6%	1.6 billion	SGX-ST
CLMT	38.3%	0.4 billion ⁽²⁾	Bursa Malaysia
Total		32.7 billion	–

Notes:

- (1) Market capitalisation as at 30 September 2021.
- (2) Based on SGD/MYR = 3.0898.
- (3) Excludes stake held under CICT.

Our Group's interest in the six Listed Funds was valued at S\$7.4 billion as at 30 September 2021. These long-term stakes align our interests with the investors in our Listed Funds and Unlisted Funds, and at the same time provides our Group with a stable and high quality recurring income base.

CICT

CICT is the first real estate investment trust listed on the SGX-ST with a market capitalisation of S\$13.2 billion as at 30 September 2021. It made its debut on the SGX-ST as CapitaLand Mall Trust in July 2002 and was renamed CICT in November 2020 following the merger with CapitaLand Commercial Trust. CICT owns and invests in quality income-producing assets primarily used for commercial (including retail and/or office) purposes, located predominantly in Singapore. As the largest proxy for Singapore commercial real estate, CICT's portfolio comprises 22 properties in Singapore and two in Frankfurt, Germany, valued at S\$22.3 billion as at 31 December 2020. CICT is managed by CapitaLand Integrated Commercial Trust Management Limited, our wholly-owned subsidiary.

A-REIT

A-REIT is Singapore's first and largest listed business space and industrial real estate investment trust. As one of Singapore's REIT pioneers, A-REIT has played a crucial role in the development of the S-REIT sector. It provides an attractive platform for investment in business and industrial properties across developed markets. A-REIT owns and manages a well-diversified portfolio, valued at S\$16.0 billion as at 30 September 2021, comprising 210 properties in Singapore, Australia, the United Kingdom and USA. A-REIT is managed by Ascendas Funds Management (S) Limited, our wholly-owned subsidiary.

ART

ART is the largest hospitality trust in Asia-Pacific with an asset value of S\$7.3 billion as at 30 June 2021. Listed on the SGX-ST since March 2006, ART's objective is to invest primarily in income-producing real estate and real estate-related assets which are used or predominantly used as serviced residences, hotels, rental housing properties, student accommodation and other hospitality assets in any country in the world. ART is a constituent of the FTSE EPRA Nareit Global Real Estate Index Series (Global Developed Index). ART's international portfolio comprises 89 properties with more than 17,000 units in 39 cities across 15 countries in Asia-Pacific, Europe and USA as at 30 June 2021. ART's properties are mostly operated under the Ascott The Residence, Somerset, Quest and Citadines brands. They are mainly located in key gateway cities such as Barcelona, Berlin, Brussels, Hamburg, Hanoi, Ho Chi Minh City, Jakarta, Kuala Lumpur, London, Manila, Melbourne, Munich, New York, Osaka, Paris, Perth, Seoul, Shanghai, Singapore, Sydney and Tokyo. ART is a stapled group comprising Ascott REIT and Ascott BT. ART is managed by Ascott Residence Trust Management Limited (as manager of Ascott REIT) and Ascott Business Trust Management Pte. Ltd. (as trustee-manager of Ascott BT), both of which are our wholly-owned subsidiaries.

CLCT

CLCT is Singapore's largest PRC-focused real estate investment trust with a portfolio valued at approximately S\$4.5 billion as at 31 December 2020. Following the completion of the transformational acquisition of five business parks, CLCT's enlarged portfolio comprises 11 shopping malls and five business park properties as at 30 September 2021. The geographically diversified portfolio has a total gross floor area of approximately 1.7 million sqm, located across 10 leading PRC cities. CLCT was listed on the SGX-ST in 2006. It was established with the objective of investing, on a long-term basis, in a diversified portfolio of income-producing real estate and real estate-related assets in PRC, Hong Kong and Macau that are primarily used for retail, office and industrial purposes (including business parks, logistics facilities, data centres and integrated developments). CLCT is managed by CapitaLand China Trust Management Limited, our wholly-owned subsidiary.

AIT

AIT is a property trust which owns seven information technology ("IT") parks and one logistics park in India valued at S\$2.1 billion as at 31 December 2020³. With a portfolio of 14.4 million sqf as at 30 September 2021, spread across Bangalore, Chennai, Hyderabad, Pune and Mumbai, AIT is well positioned to capitalise on the growing information technology and logistics industries in India. Its strategy is to generate attractive portfolio returns for unitholders by investing in income-producing real estate used primarily as business space in India. Its properties provide quality and reliable business space to discerning tenants. This differentiation helps to attract and retain prominent tenants that commit to long leases, thereby fostering a stable income profile for the trust. AIT is managed by Ascendas Property Fund Trustee Pte. Ltd., our wholly-owned subsidiary.

³ In July 2021, AIT announced that it will invest an estimated S\$216.6 million to develop and operate phase one of its first data centre campus on a prime site in India. The investment offers AIT the opportunity to diversify into the attractive and highly scalable new economy asset class.

CLMT

CLMT, formerly known as CapitaLand Malaysia Mall Trust, listed on Bursa Malaysia in 2010. CLMT is a real estate investment trust in Malaysia with an income-producing and geographically diversified portfolio of five shopping malls and a complementary office block as at 30 September 2021. With a market capitalisation of approximately MYR1.3 billion as at 30 September 2021, the total asset value of CLMT was about MYR4.0 billion. CLMT previously invested, on a long-term basis, in income-producing real estate which was primarily used for retail purposes in Malaysia. In May 2021, an announcement was made in relation to the proposed expansion of CLMT's investment objective and policy to include investments in other asset classes, namely, commercial, office and industrial. This proposal was approved by CLMT's unitholders in June 2021 and formalised in September 2021. CLMT is managed by CapitaLand Malaysia REIT Management Sdn. Bhd. (a joint venture between CLI and Malaysian Industrial Development Finance Berhad).

Investment Management of the Listed Funds

The key objectives of the managers of our Listed Funds ("**Listed Funds Managers**") are to deliver sustainable distributions to and drive value creation for unitholders who participate in our managed Listed Funds, via multi-pronged strategies including:

- Disciplined investment –

Through undertaking disciplined investment approach, balancing risk and return profiles of each acquisition. The relevant Listed Fund Manager also aims to invest through the property market cycle and across geographies to seek value-opportunities for its unitholders in the relevant Listed Fund;

- Proactive portfolio management –

Through driving organic growth potential and returns for each asset in the portfolio under the relevant Listed Fund. Each Listed Fund Manager would work closely with the property managers and various stakeholders to carry out value-enhancing initiatives, including driving occupancy and rent, leveraging our Group's digital platform to enhance analytics capabilities to allow better understanding of tenants and their customers, thereby providing value-adding services to our stakeholders and creating tenants' stickiness to the properties.

Through selective portfolio reconstitution either via recycling of certain assets that may have reached their optimal life cycle and redeploying the proceeds into higher-yielding/value acquisitions or via repositioning or repurposing of certain assets to adapt to changing market needs or dynamics; and

- Prudent cost and capital management –

Through optimising each Listed Fund's capital structure and tapping on a wide range of financing options, leveraging our Group's and CapitaLand's wider reach in the capital market.

Our management fees for Listed Funds payable to the relevant Listed Fund Manager typically include:

- (i) Recurrent base component of management fees, which are based on a percentage of deposited property of the relevant Listed Funds;
- (ii) Recurrent performance component of management fees, which are based on a percentage of certain income measures of the relevant Listed Funds, including net property income or gross profit or DPU growth;
- (iii) Acquisition fees per transaction for the acquisition of properties or investments, based on a percentage of purchase price or enterprise value, as applicable; and
- (iv) Divestment fees per transaction for the disposal of properties or investments, based on a percentage of sale price or enterprise value, as applicable.

The Unlisted Funds

We manage over 30 Unlisted Funds, with total FUM amounting to approximately S\$29 billion as at 30 September 2021. The details of the Unlisted Funds managed by our Group are outlined in the table below.

Name of Fund	Investment Type	Asset Class	Our Group's Stake as at 30 September 2021	FUM as at 30 September 2021 (\$' billion)
PRC				21.4
RCCIV ⁽¹⁾	Core/Core Plus	Mixed use	55.0%	5.9
CMCIF I	Value add	Retail	45.0%	1.9
CapitaLand Mall China Income Fund II	Value add	Retail	30.0%	1.3
CapitaLand Mall China Income Fund III	Value add	Retail	45.0%	2.0
ACBPF 4 ⁽²⁾	Value add	Business park & industrial	–	n.m.
Ascendas China Commercial Fund 3	Value add	Office	55.0%	0.9
RCCIP III	Opportunistic	Mixed use	41.7%	2.9
RCCN ⁽³⁾	Opportunistic	Mixed use	45.0%	3.2
CMCDF III	Opportunistic	Retail	50.0%	2.3
CapitaLand Township Development Fund I ⁽⁴⁾	Opportunistic	Township	–	0.6
CapitaLand Township Development Fund II ⁽⁵⁾	Opportunistic	Township	–	0.1
Peak Investment	Alternative (Debt)	Debt	33.3%	0.2

Name of Fund	Investment Type	Asset Class	Our Group's Stake as at 30 September 2021	FUM as at 30 September 2021 (\$' billion)
South Korea				1.2
AKOPREIT 1	Value add	Office	5.9%	0.2
AKOPREIT 3	Value add	Office	39.5%	0.3
AKOPREIT 5	Value add	Office	–	0.2
AKOPREIT 4 ⁽⁶⁾	Opportunistic	Office	–	0.2
KDCF 1	Opportunistic	Data centre	–	0.1
KDCF 2	Opportunistic	Data centre	–	0.1
CLK10	Opportunistic	Logistics	5.0%	0.1
Vietnam				1.0
CapitaLand Vietnam Commercial Value-Added Fund ⁽⁷⁾	Opportunistic	Office	–	1.0
India				0.7
AIGP	Opportunistic	Business space	30.0%	0.4
AILP	Opportunistic	Logistics and industrial	51.0%	0.3
CapitaLand Mall India Development Fund ⁽⁸⁾	Opportunistic	Retail	–	n.m.
CapitaLand India Logistics Fund II	Opportunistic	Logistics and industrial	50.0%	n.m.
Other Asia-Pacific				3.8
CAP I	Value add	Office	51.1%	1.6
Athena Limited Partnership	Value add/ opportunistic	Office	23.6%	0.2
Southernwood	Core	Office	65.0%	1.1
CapitaLand Open End Real Estate Fund	Core	Office	20.0%	0.3
Orchid One Godo Kaisha	Core	Office	5.0%	0.5
Mitake 1 Tokutei Mokuteki Kaisha	Opportunistic	Logistics	61.0%	0.1
Global				0.6
ASRGF	Value add	SR and rental housing	50.0%	0.6
Total				28.7

Notes:

- (1) Upon the completion of the divestment of partial stakes in a group of companies that own six Raffles City developments in PRC (the “**RCCIV/Senning Transactions**”), our Group’s stake in Raffles City China Income Ventures Limited (“**RCCIV**”) will increase to 100% while the effective stake in the underlying properties will be in the range of 12.6% to 30%.
- (2) The Parent Group (being the CapitaLand Group (excluding our Group but including CLA)) held a 23.0% stake as at 31 December 2020. ACBPF 4 will be wound up after all proceeds from the sale of Ascendas Innovation Tower, Xi’an, Ascendas Innovation Hub, Xi’an and Ascendas Xinsu Portfolio, Suzhou have been distributed to investors.
- (3) Upon the completion of the RCCIV/Senning Transactions, our Group’s stake in RCCN will increase to 100% while the effective stake in the underlying property will be 25.0%.
- (4) The Parent Group held a 60.0% stake as at 31 December 2020.
- (5) The Parent Group held a 80.0% stake as at 31 December 2020.
- (6) The Parent Group held a 98.8% stake as at 31 December 2020. Such stake in Ascendas Korea Office Qualified Private REIT No. 4 (now known as CapitaLand Korea Qualified Private REIT No. 4) (“**AKOPREIT 4**”) was fully divested in January 2021.
- (7) The Parent Group held a 50.0% stake as at 31 December 2020.
- (8) The Parent Group held a 45.5% stake as at 31 December 2020.

Further information on certain key Unlisted Funds managed by our Group is set out below:

PRC-focused Unlisted Funds

- Raffles City China Income Ventures Limited (“**RCCIV**”) and Raffles City China Investment Partners III (“**RCCIP III**”)
 - o Set up in 2018, RCCIV is a US\$1.2 billion fund which invests in five integrated developments in PRC – namely, Raffles City Shanghai, Raffles City Beijing, Raffles City Chengdu, Raffles City Ningbo and Raffles City Hangzhou.
 - o Set up in 2016, RCCIP III is CLI’s third integrated development private investment vehicle in PRC with a fund size of US\$1.5 billion. The fund has invested in Raffles City Shenzhen and Raffles City The Bund.
- CapitaLand Mall China Income Fund I, II, III
 - o All three funds are invested primarily in income-producing retail properties across PRC.
- CapitaLand Mall China Development Fund III (“**CMCDF III**”)
 - o In 2012, CapitaLand Mall Asia successfully established CMCDF III with a fund size of US\$1.0 billion to invest in the development of shopping malls and properties predominantly used for retail purposes in PRC.

Ascendas India Logistics Programme (“AILP”)

Set up in 2018 with Temasek as its principal investor, the AILP aims to invest in projects in key warehousing and manufacturing hubs in Mumbai, National Capital Region, Pune, Chennai, Bangalore, and Ahmedabad, among others. The programme targets to develop a portfolio of 13 to 15 million sq ft of space.

CapitaLand India Logistic Fund II (“CILF II”)

In July 2021, CLI launched its second logistics private fund of INR 22.5 billion to expand in India’s logistics sector, one of the largest globally. CILF II will invest in the development of logistics assets in key warehousing and manufacturing hubs in six major cities, Ahmedabad, Bangalore, Chennai, Mumbai, National Capital Region (NCR), and Pune, as well as in emerging cities such as Coimbatore, Guwahati, Jaipur, Kolkata and Lucknow.

Korea Data Centre Fund I (“KDCF 1”)

Set up in 2020, KDCF 1 is CLI’s first data centre private fund with 100% third-party capital. KDCF 1 will invest in an off-market data centre development project in South Korea, near Seoul’s key business districts and adjacent to SangAm Digital Media City. Subsequently in May 2021, CLI leveraged on its fund management capabilities and launched its second data centre fund in South Korea with 100% third party capital.

Korea Data Centre Fund 2 (“KDCF 2”)

Incepted in May 2021, Korea Data Centre Fund 2 is CLI’s second private fund with 100% third-party capital to invest in an off-market data centre development near Seoul. Similar to KDCF 1, CLI will also earn fee income as the fund and asset manager of KDCF 2.

CapitaLand Korea No. 10 Qualified Private Real Estate Investment (“CLK10”)

Tapping on Korea’s vibrant ecommerce sector, CLI has also expanded its portfolio of new economy assets in Korea via CLK10, a joint venture with PGIM Real Estate. CLK10 is structured as a private fund, in which our Group has a 5.0% stake while the remaining stake is held by PGIM Real Estate. The fund is fully deployed through the acquisition of two operating cold storage logistic properties with total fund size of about KRW85.7 billion.

CapitaLand Asia Partners I (“CAP I”)

Set up in 2019, CAP I is CapitaLand’s maiden discretionary private equity fund that allows CLI to make full investment and asset management decisions on behalf of the fund’s limited partners. The fund’s mandate is to invest in value-add and transitional office buildings in Asia’s key gateway cities, specifically Singapore, Shanghai, Beijing, Guangzhou, Shenzhen, Tokyo and Osaka. The fund is currently fully invested in three office buildings, comprising two in Shanghai (namely, Innov Centre and Pufa Tower), and one in Singapore (namely, 20 Cecil Street).

Southernwood Property Pte Ltd (“Southernwood”)

Southernwood is a single-asset joint venture core fund that owns the office building at 79 Robinson Road in Singapore.

CapitaLand Open End Real Estate Fund (“COREF”)

CLI launched COREF, its first open-end private fund in August 2021. With a target fund size of US\$1.0 billion to US\$1.5 billion after an initial three-year buildout period, COREF is focused on building out a diversified portfolio of institutional grade, income-producing assets across multi-sectors in Asia Pacific.

Orchid One Godo Kaisha (“Hakone”)

CLI’s private fund in Japan is fully deployed through the acquisition of CLI’s interests in two commercial assets in Japan with total fund size of about JPY 45.5 billion. Our Group has an approximately 5.0% stake in the fund while the remaining stake is held by new institutional capital partners in Japan. The fund’s underlying assets include a 50.0% stake in Yokohama Blue Avenue and a 20.0% stake in Shinjuku Front Tower. CLI will remain as the asset manager of these two office buildings.

Mitake 1 Tokutei Mokuteki Kaisha (“Mitake 1 TMK”)

CLI has also entered into a joint venture with Mitsui & Co. Real Estate Ltd, with CLI as the majority partner, to develop and operate a logistics project in Greater Tokyo. This marks CLI’s first foray into Japan’s logistics sector.

Investment Management of the Unlisted Funds

Our Unlisted Funds are structured taking into consideration a wide variety of factors, including but not limited to asset geography, return strategy, asset class, our capital partners, and tax and exit considerations.

The assets held under our Group’s Unlisted Funds are typically operated by our Group’s in-house property managers, where feasible. Consistent with our strategy to capitalise on the benefits of the ecosystem with the Parent Group, if there are value-add or development opportunities within these Unlisted Funds, they may engage the Parent Group’s development arm. Any such decision to engage the Parent Group’s development arm to provide project management services would depend on the Unlisted Funds’ own evaluation of their commercial needs and requirements under their own mandates. This allows assets held by our Unlisted Funds to enjoy economies of scale as a result of the CapitaLand Group’s (including our Group’s) significant network and outreach, while tapping on the core competencies and expertise of the Parent Group. An Unlisted Fund is not obliged to engage the Parent Group’s development arm to fulfil its project management needs. Any such decision by an Unlisted Fund to engage the Parent Group’s development arm to provide project management services would depend on the Unlisted Fund’s own evaluation of its commercial needs and requirements under its mandate.

The managers of our Unlisted Funds are responsible for the management and operation of the Unlisted Funds. Such responsibilities include but are not limited to:

- establishing and implementing the relevant Unlisted Fund’s investment objectives and strategies, portfolio diversification and risk profile;
- sourcing for, evaluating, negotiating and executing investment and divestment;
- sourcing for and negotiating, where applicable, suitable financing, structuring, tax efficiency of the portfolio or asset to achieve the optimal holding structure for the asset or portfolio;
- monitoring the performance of assets under management which includes working with, monitoring and liaising with the relevant property manager(s), project manager(s) and/or other service providers;

- advising the timing and exit strategy for the investment, including the eventual execution;
- preparing and submitting annual budget; and/or
- updating and making recommendations relating to the return of capital and/or distribution to investors appropriately.

Fee income is derived from our capital partners via the management of the assets through the Unlisted Funds. The management fees derived from Unlisted Funds can include:

- recurrent base management fees, typically based on a certain percentage of equity commitment, invested capital, net asset value of relevant fund or value of asset under management, amongst other measures;
- acquisition fees per transaction, typically based on a certain percentage of the purchase price;
- divestment fees per transaction, typically based on a certain percentage of the disposal price; and/or
- promotion fees in the form of (a) disproportionate sharing of profits above target return of capital partners when pre-agreed target return is exceeded or (b) sharing of capital gain, amongst other measures for outperformance of the manager.

Fund Investment Process

We believe that we have a disciplined investment process across our investment management platforms. Each investment vehicle has its own investment policies, mandates and restrictions, where applicable, whether in terms of limitations by geography, asset class, investment size and/or regulatory limits. There are processes and procedures to ensure that the evaluation of the opportunity is consistent with the policies and mandates of each of the investment vehicle. The relevant investment/approving committee would also review the investment opportunities within the applicable framework, taking into consideration a comprehensive assessment outcome of the merits and key risks associated with the investment opportunities.

Our investment management teams are responsible for searching for, shortlisting, evaluating, underwriting and executing the investment. The investment management teams are required to submit the investment proposal for the investment opportunity to the relevant investment/approving committee, based on the applicable financial authority approval limits of the relevant investment vehicle and/or our Group. The approving/investment committee generally comprises the senior management members of our Group.

Our specialist professionals, in the areas of tax, finance, asset and portfolio management, would partner with our investment teams in their respective evaluations of an investment opportunity to ensure comprehensive due diligence and review. Further, as part of the CapitaLand's 2030 Sustainability Master Plan to elevate our Group's commitment to global sustainability, it is intended that sustainability considerations be integrated into the real estate life cycle from the earliest stage of our investment process. Our approving/investment committees would include in their deliberation of the investment opportunity considerations around environmental, social and governance factors, where applicable and to the extent possible. The risk assessment team, who would also be typically involved in the evaluation of the investment opportunity, would provide a comprehensive review of the risks associated with the opportunity.

Management of Investment Opportunities

We have instituted a process for the management of investment opportunities which includes assessing and allocating deal opportunities among existing and future investment vehicles managed by our Group. The allocation process is intended to provide transparency where there are overlapping investment mandates among the investment vehicles.

Investment vehicles within our Group have been designed to have differentiated mandates and strategies so that any conflict of interest is minimised. Differentiation in mandates can be in the form of different sectors, geographies or strategies (core, core-plus, value-add or opportunistic). However, our Group may have access to investment opportunities that at any particular time and from time to time, fall within investment mandates of one or more investment vehicles.

Other than to assess and approve investment opportunities within our Group, we have established the GIMC (as defined below) which has adopted a process to deliberate and allocate investment opportunities sourced for any investment vehicles that is owned and/or managed and/or advised by our Group, in order to mitigate any conflict of interest among these investment vehicles. The GIMC has adopted a process to guide its decision-making.

The Group Investment Management Committee (“GIMC”)

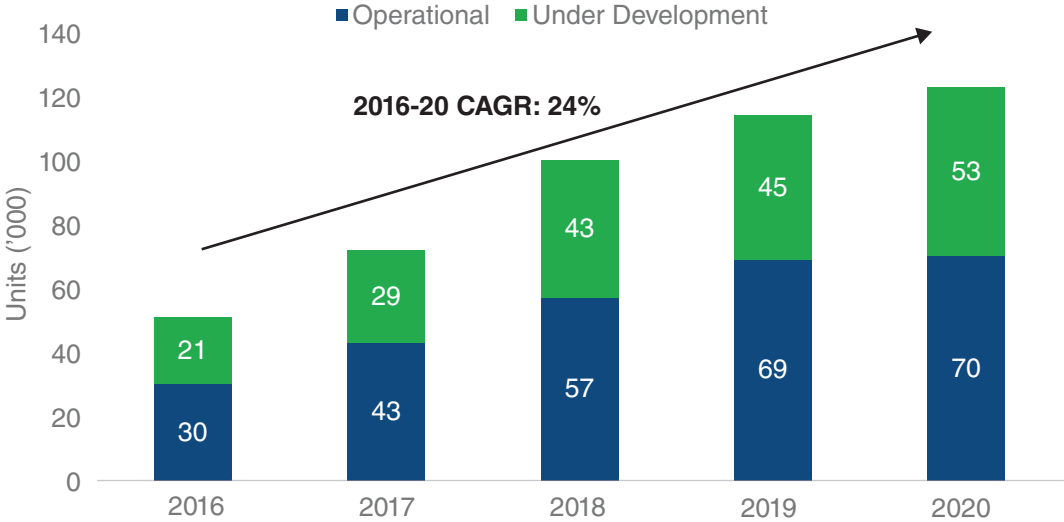
The GIMC comprises our Group CEO, our Group CFO and other CEOs or Managing Directors of the relevant vehicles and platforms within our Group (or their respective nominees). The GIMC process (as described below) is administered and supported by our Group Strategic Investment department as secretariat (the “GIMC Secretariat”). Our Group’s General Counsel, through our Group Legal & Secretariat department, provides advisory support to the GIMC in its investment opportunities monitoring and allocation decision-making should the need arise, as well as assist in the periodic review of the process as and when required and from time to time.

The Lodging Operating Platform

Ascott, the lodging platform within our Group, pioneered Asia-Pacific’s first international-class serviced residence with the opening of The Ascott Singapore in 1984. It has since grown to be one of the leading international lodging owner-operators. Ascott is a wholly-owned subsidiary of our Group. As at the date of this Offering Circular, Ascott boasts over 30 years of industry track record and award-winning brands that enjoy recognition worldwide. In 2020, Ascott has won various awards, including Best Serviced Residence Group – Asia Pacific by Travel Weekly Asia 2020 Readers’ Choice Awards, and Asia’s Leading Serviced Apartment Brand 2020 by World Travel Awards 2020. Ascott’s portfolio spans more than 190 cities across over 30 countries in Asia-Pacific, Central Asia, Europe, the Middle East, Africa and USA. Ascott has about 73,700 operating units and close to 55,500 units under development, marking a total of about 128,800 units. Ascott’s serviced residence and hotel brands include Ascott The Residence, The Crest Collection, Somerset, Quest, Citadines, Iyf, Préférence, Vertu, Harris, Citadines Connect, Fox, Yello and POP!.

Owing to its position as a global leader in the longer-stay and/or corporate segments, we believe that Ascott is resilient in the face of global economic weaknesses. The COVID-19 pandemic has also validated the resilience of Ascott’s business model as property owners continue to sign new management and franchise contracts with Ascott, allowing Ascott to achieve its fourth consecutive year of record growth in 2020, notwithstanding a year where many markets were plagued by the COVID-19 pandemic.

Lodging units under management



The serviced residence management services generally include, but are not limited to, ensuring the performance, supervision and direction of the operation, management, promotion and marketing, and maintenance of the property in an efficient and proper manner. For management contracts, we are entitled to a base management fee typically based on a certain percentage of total revenue (or other equivalent measures) for the serviced residence that we manage. There is also a performance management fee based on a percentage of gross operating profit (or other equivalent measures). While under franchise agreements, we are typically entitled to a franchise fee based on a certain percentage of total revenue (or other equivalent measures).

The Other Operating Platforms

Our Group also owns the operating platforms which manage the commercial (including office and retail), business parks, logistics and industrial properties within the portfolio of our Group and CapitaLand. For certain assets, we may also undertake the role of property manager jointly with our joint venture partner. The management of the properties would include marketing, operation management and lease management, amongst others. Our significant number of properties in both Singapore and PRC have placed us in a strategic position to synergise our portfolios and capitalise on our operating capabilities to enhance the value of the real estate invested under the various Listed Funds and Unlisted Funds managed by our Group. We typically receive fees based on gross rental income and/or net property income (or other equivalent measure) of the said property.

Our Property Investments

Our property investments are held with a view to providing potential pipeline investment opportunities for the Listed Funds and Unlisted Funds so as to grow our Group’s FUM. Some of these properties may be monetised through sales to third parties as and when opportunities arise in the near term. Approximately S\$10.1 billion (based on RE AUM) has been planned for monetisation in the next three to four years. Sale of assets to our Listed Funds or Unlisted Funds would not only convert the assets to become fee-generating assets (if they are recycled to our managed Listed Funds and Unlisted Funds), the sale proceeds generated from the sale could also be redeployed to other yield accretive acquisitions or for building future pipelines for our Group and our Listed Funds and Unlisted Funds.

Since 2018, the CapitaLand Group has consistently delivered on its key target of at least S\$3 billion in annual capital recycling and achieved an annual premium of approximately 11% over the last three years (from FY2018 to FY2020) on average as a group. Our Group would seek to continue such momentum in proactively recycling assets to drive returns, as part of our overall growth strategies. As at 3 November 2021, our Group's total divestments (by gross divestment value) amounted to approximately S\$12.3 billion, as compared to approximately S\$3.04 billion for FY2020.

Work Place, Environmental, Health and Safety Measures

Our operations are subject to regulatory requirements and potential liabilities arising under applicable environmental, health or safety-related laws and regulations in each of the countries in which we have investments and operations. We believe that we are in compliance in all material respects with applicable environmental regulations in Singapore and the other jurisdictions in which we invest and operate. To date, no material environmental, health or safety-related incident involving us or any of our subsidiaries has occurred. We are not aware of any material environmental, health or safety-related proceedings or investigations in which we might become a party.

Occupational health and safety (“OHS”) of our employees, tenants, contractors, suppliers and customers is of utmost importance to us. We seek to implement effective OHS management to achieve zero harm.

We focus on building human capital through providing equal opportunities for our employees' continual learning and training to help them develop in their personal and professional capacities. We share the United Nations Global Compact's (“UNGC”) commitment to deliver lasting benefits to people and communities and are a signatory to the UNGC's principles on Human Rights and Labour. Our Group is committed to the ten principles of UNGC by incorporating it into its business strategies, policies and company cultures. Our Group has in place a Social Charter which upholds and respect these principles to protect individual rights with a zero-tolerance stance towards child/forced labour and unlawful discrimination. Occupational health and safety policies are also maintained to ensure the workplace health and safety of staff, the safety of shoppers, tenants, the public and our supply chain at our properties.

We have in place an Environmental, Health and Safety Management System (“EHSMS”) to support our commitment to protect the environment and uphold the occupational health and safety of everyone in the workplace. We intend to carry out Environment, Health and Safety (“EHS”) practices to minimise pollution, as well as health and safety risks, seek continual improvement and development on our EHS performance, comply with pertinent government legislations and other requirements and implement our Sustainable Building Guidelines and OHS programmes.

Please also refer to “– Sustainability” below for details on our Group's sustainability strategy.

Intellectual Property

CLI has entered into a trademark licence agreement with CapitaLand pursuant to which CLI is granted the licence to use trademarks relevant to our Group's businesses, such as the “CapitaLand”, “Raffles City” and “CapitaMall” trademarks, as well as the right to sub-license such trademarks to CLI's subsidiaries, associated companies and managed investment vehicles, for a nominal licence fee of S\$1.00.

In addition to the above, Ascott owns all the trademarks pertaining to the lodging business including “Ascott”, “Somerset”, “Citadines”, “Quest” and “lyf”.

Competition

Investment Management

We face competition both in acquiring assets and investments for our Listed Funds and Unlisted Funds and pursuing investors for the Unlisted Funds we manage or set up. In addition, we may consider potential platform/fund manager acquisitions as an avenue to increase FUM and would likely face competition in seeking such acquisitions as well.

Our fund management business faces competition primarily in acquiring additional suitable properties. We compete with other investment funds, corporate buyers and other parties to acquire yield-accretive assets with stable income profiles. In addition, our Listed Funds and Unlisted Funds compete for tenants with other property owners and operators, many of which own properties similar to those of our Listed Funds and Unlisted Funds.

Our investment management business faces competition in the pursuit of fund investors as well as in seeking investment opportunities. In this regard, we compete with other investment funds, hedge fund sponsors, other financial institutions, corporate buyers and other parties. We may also compete with strategic developers that can develop assets for the development funds.

In relation to acquisitions and investment opportunities for both our Listed Funds and Unlisted Funds, we compete primarily on price, speed of execution, access to market information about suitable investment opportunities and payment terms. We believe that our global presence and network, complemented with local, on-the-ground expertise, gives us a competitive advantage in gaining access to investment opportunities. In the event that there needs to be a tapping of capital market or unitholders' approval required for major transaction, the Listed Funds may then require a longer execution time. In certain instances, Listed Funds may be limited by their trading performance in the ability to offer more competitive pricing as compared to other corporate buyers, private funds and other parties.

In raising capital for Listed Funds and Unlisted Funds, we compete primarily on the basis of the various factors including but not limited to investment performance, profile and track record of investment managers' focus and alignment of interest, access to marquee investment opportunities, quality of service provided to and relationship with investors, access to capital, level of fees and expenses charged for services, brand recognition, transaction execution skills, range of products and services and innovation.

Asset Management

The retail property sector in Singapore is highly competitive. The principal factors on which we compete to attract shoppers and tenants are rental rates, quality and location of properties, accessibility and trade mix within a retail mall.

The commercial property sector in Singapore is also highly competitive. The key competitive factors are rental rates, quality and location of properties, supply of comparable office space and the changing needs of office space users due to corporate restructuring or technological advances.

Lodging

Our lodging management business faces competition in pursuing management contracts from owners of lodging assets, particularly in the longer-stay and corporate segments. Within the serviced residence sector, we compete with other serviced residence operator brands as well as international hotel chains. The principal factors which our lodging management business competes on are brand recognition, global presence and network, level of fees and expenses charged for services, diversity of brands and offerings, range of products and services, and consistency of the high standards of services provided.

Insurance

Our Group is covered by insurance policies arranged with reputable insurance intermediaries which cover risks such as loss of rental, fire, flood, riot, strike, malicious damage, other material damage to property and development sites, business interruption, public liability, artworks, terrorism and active assailant, cyber, directors and officers' liability, crime and professional indemnity. Our Group believes that we have adequate insurance coverage provided by reputable independent insurance companies, with coverage and financial limits that are commercially reasonable and appropriate, based on insurance benchmarking to the real estate industry, for a group of our size and activities in the real estate business. The adequacy of coverage is also reviewed periodically. Notwithstanding our Group's insurance coverage, damage to our facilities, equipment, machinery, buildings or other properties as a result of occurrences such as fire, explosion, power loss, communications failure, intentional unlawful act, human error or natural disaster could nevertheless have a material adverse effect on our Group's financial condition and results of operations to the extent that such occurrences disrupt the normal operation of our Group's businesses.

Corporate Social Responsibility

We are committed to be a good corporate citizen in the communities we operate in and recognise that the long-term success of our Group's business is closely intertwined with the health and prosperity of the communities in which we operate.

CapitaLand Hope Foundation (the "**Foundation**"), the philanthropic arm of the CapitaLand Group, was established in 2005 to further CapitaLand's community development commitment. As a registered charity and grantmaker, the Foundation aims to nurture and inspire the young, improve the quality of life of seniors, and protect the environment for future generations, with a focus on communities where CapitaLand operates.

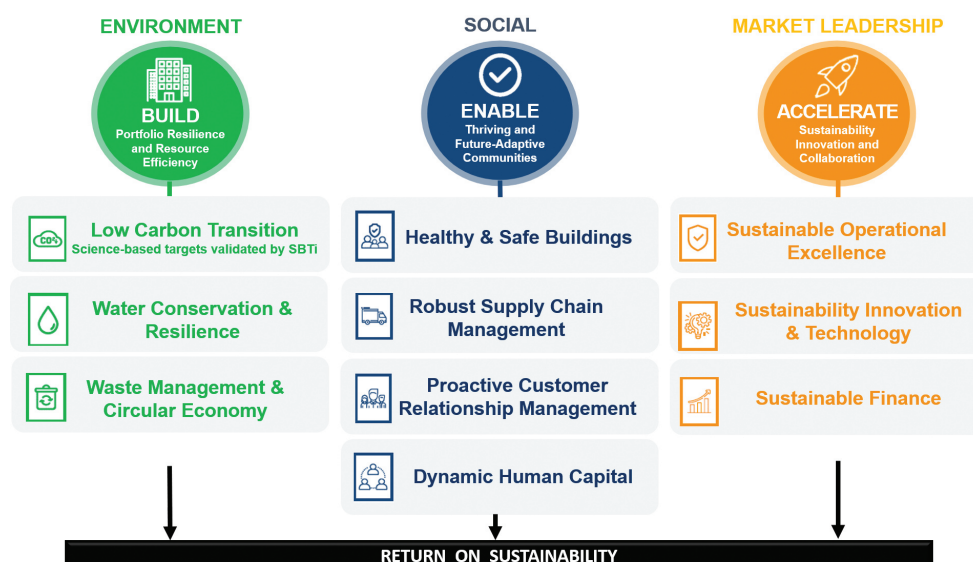
Going beyond donations associated with charitable giving, our Group also believes that volunteerism is the soul of our Group, gives staff a sense of purpose and can be the multiplier factor for its giving effort. We have adopted a policy of granting employees up to three days of volunteer service leave per calendar year and they are encouraged to volunteer their time and talent for any approved charitable causes with the Foundation or on their own.

CLI will allocate up to 0.5% of its consolidated net operating profit in each fiscal year as donation to the Foundation. The commitment embodies our mission to care for and contribute to the economic, environmental and social development of communities.

Sustainability

Our Group places sustainability at the core of everything we do. We are committed to growing in a responsible manner, delivering long-term economic value, and contributing to the environmental and social well-being of the communities in which we have a presence. In keeping with this commitment, sustainability-related considerations will be key aspects of our Board's strategy formulation. Since CapitaLand started its sustainability journey in 2000, it has built a firm foundation that has helped make its business resilient to the sustainability and economic challenges faced by the real estate industry. Our Group was part of and will continue that journey.

Furthermore, CapitaLand's 2030 Sustainability Master Plan ("**SMP**"), which our Group has adopted, will elevate our Group's commitment to global sustainability. The SMP is a strategic blueprint which outlines our ambitious goals and directs our ESG efforts towards a common purpose. Our Group aims to BUILD a resilient and resource efficient real estate portfolio, ENABLE thriving and future-adaptive communities, and ACCELERATE sustainability innovation and collaboration. It is intended that the SMP be a dynamic blueprint which will be reviewed every two years in line with our Group's business strategy and as technologies evolve and new scientific data become available.



To push the boundaries of transformation, the SMP contains ambitious targets that are aligned with the leading international standards and benchmarks. Among them is to transit to a low-carbon business that is aligned with climate science. Our elevated carbon emissions reduction targets have been approved by the Science Based Targets initiative (an initiative to provide pathways for companies to reduce greenhouse gas emissions) for a ‘well-below 2°C’ scenario, in line with the goals of the Paris Agreement (an international treaty on climate change). We also prioritised eight⁴ of the 17 United Nations Sustainable Development Goals (“**UN SDGs**”) that are most aligned with our SMP targets and where our Group can achieve the greatest positive impact.

Our Group aims to entrench our leadership position in sustainable operational excellence, sustainability innovation and technology and sustainable finance. We will continue to increase the quantum of sustainable finance to S\$6 billion by 2030, utilising the proceeds and interest rate savings to drive more sustainability initiatives and innovations within our Group.

To effectively quantify the impact of our sustainability efforts, we are developing a new metric, Return on Sustainability (“**ROS**”), in addition to the regular financial return.

We have identified five pathways to achieve our SMP targets, as follows:

1. **Integrate sustainability in our Group’s real estate life cycle** from the earliest stage of our investment process, to design, procurement, construction, operations and redevelopment or divestment. Sustainability targets are embedded in policies, processes, best practices, and key performance indicators (“**KPIs**”) of the business operations.
2. **Strengthen sustainability innovation and collaboration** by sourcing globally for new ideas and technologies to meet our bold sustainability ambitions and working with likeminded partners to create shared values. To that end, CapitaLand launched the CapitaLand Sustainability X Challenge (or CSXC), the first sustainability-focused innovation challenge by a Singapore real estate company on a global scale. It offers individuals and companies opportunities to testbed and operationalise their sustainability innovations in our Group’s properties worldwide.
3. **Leverage sustainability trends and data analytics** to track critical progress in energy, water, waste and carbon emissions. We believe these measurements, along with social indicators, are key to driving performance improvement across our properties.

⁴ These relate to UN SDGs 3 (good health and well-being), 7 (affordable and clean energy), 8 (decent work and economic growth), 9 (industry, innovation and infrastructure), 11 (sustainable cities and communities), 12 (responsible consumption and production), 13 (climate action) and 17 (partnerships for the goals).

4. **Monitor and report progress to ensure transparency** on our sustainability progress. We will continue to validate our performance by external assurance and align our Global Sustainability Report to international standards.
5. **Increase engagement and communication** with key stakeholder groups: employees, investors, customers and communities to build awareness and collectively effect transformational change to achieve our 2030 targets.

Our Board will be updated regularly through the Risk Committee and Audit Committee on matters relating to sustainability risks and business malpractice incidents. Our Board will also be updated on the sustainability management performance of our Group, key material issues identified by stakeholders and the planned follow-up measures.

The work is managed by our Group Sustainability Office and various work teams to drive continued progress and improvement in the areas of ESG. The work teams comprise representatives from the relevant business units and corporate functions. Each business unit has its own EHS Committee to drive initiatives in countries where our Group operates with support from various departments.

Our Group also has in place various sustainability management systems, to provide a systematic process to achieve our Group's sustainability goals.

- Sustainable Building Guidelines (or **SBG**) is an in-house guide developed since 2007 to ensure environmental considerations are factored in at all stages of a project, from feasibility, design, procurement, construction, operation to redevelopment.
- All real estate investments undergo an EHS impact assessment, in addition to the typical financial and physical due diligence process, before being approved by the Group Investment and Management Committee or higher authority. It is to ensure the necessary considerations and capital expenditure are factored in to meet the SMP targets. The ROS is being developed to quantify the risks and rewards.
- The EHSMS is a key tool in managing our Group's EHS footprint across our global and diverse portfolio. Our EHSMS is audited by third-party accredited certification bodies to ISO 14001 and ISO 45001 standards, which are internationally recognised standards for the environmental management of businesses and occupational health and safety management of businesses respectively.
- To facilitate effective implementation of our Group's sustainability management systems, training and awareness programmes are planned and conducted for all staff. To measure its performance, our Group has incorporated KPIs, which are linked to remuneration for its staff including top management.
- We recognise the impact of technology in the workplace and have adopted the 'Building Capabilities Framework' ("**BCF**") implemented by CapitaLand to build a future-ready workforce with the digital mindset, competencies and capabilities to stay competitive in the future real estate landscape. The BCF framework was launched by CapitaLand in Singapore in 2019 and rolled out globally by 2020.

In recognition of CapitaLand Group's sustainability efforts, CapitaLand has received various global recognitions. The notable ones include:

- Global 100 Most Sustainable Corporations for the ninth year;
- The Sustainability Yearbook for the 12th year;

- Dow Jones Sustainability World Index constituent for the ninth year;
- Dow Jones Sustainability Asia-Pacific Index constituent for the 12th year;
- Global Real Estate Sustainability Benchmark 2021: Global Sector Leader in 'Diversified – Listed' category with the highest rating of 5 stars;
- Carbon Clean 200™ for the third year;
- MSCI Global Sustainability Index 2021:
 - o Constituent – MSCI World ESG Leaders Index (CLI is listed on the index as of October 2021. CapitaLand was listed on the Index for eight consecutive years up to 2021); and
 - o Constituent – MSCI World Social Responsible Investment Index; and
- FTSE4Good Index Series.

Performance Overview

The tables below summarise the relative contribution of the various business activities and geography to our Group's revenue, EBITDA and total assets.

Revenue by Business Activities

	For the year ended 31 December 2020	For the year ended 31 December 2019
	(%)	
Fee Income-related Business	39.6	30.9
Real Estate Investments	66.3	74.6
Corporate and Others ⁽¹⁾	(5.9)	(5.5)
Total Revenue	100.0	100.0

	For the three months ended 31 March 2021	For the three months ended 31 March 2020
	(%)	
Fee Income-related Business	43.2	35.3
Real Estate Investments	61.2	69.6
Corporate and Others ⁽¹⁾	(4.4)	(4.9)
Total Revenue	100.0	100.0

Note:

(1) Includes intercompany eliminations.

Revenue by Geography

	For the year ended 31 December 2020	For the year ended 31 December 2019
	(%)	
Singapore	29.2	17.3
China	18.3	19.1
Other developed markets ⁽¹⁾	41.1	51.1
Other emerging markets ⁽²⁾	11.4	12.5
Total Revenue	100.0	100.0

Notes:

(1) Includes United Kingdom, France, Germany, Spain, Belgium, Ireland, Japan, South Korea, United States of America, Australia and New Zealand.

(2) Other emerging markets refers to Asia but excludes Singapore, China, Hong Kong, Japan and South Korea.

EBITDA by Business Activities

	For the year ended 31 December 2020	For the year ended 31 December 2019
	(%)	
Fee Income-related Business	(527.3)	10.7
Real Estate Investments	681.8	89.5
Corporate and Others ⁽¹⁾	(54.5)	(0.2)
Total EBITDA	100.0	100.0

	For the three months ended 31 March 2021	For the three months ended 31 March 2020
	(%)	
Fee Income-related Business	24.3	21.8
Real Estate Investments	75.1	77.9
Corporate and Others ⁽¹⁾	0.6	0.3
Total EBITDA	100.0	100.0

Note:

(1) Includes intercompany eliminations.

EBITDA by Geography

	For the year ended 31 December 2020	For the year ended 31 December 2019
	(%)	
Singapore	(1,272.7)	35.5
China	306.1	38.9
Other developed markets ⁽¹⁾	930.3	21.3
Other emerging markets ⁽²⁾	136.3	4.3
Total EBITDA	<u>100.0</u>	<u>100.0</u>

Notes:

(1) Includes United Kingdom, France, Germany, Spain, Belgium, Ireland, Japan, South Korea, United States of America, Australia and New Zealand.

(2) Other emerging markets refers to Asia but excludes Singapore, China, Hong Kong, Japan and South Korea.

Total Assets by Business Activities

	As at 31 December 2020	31 December 2019
	(%)	
Fee Income-related Business	4.6	4.4
Real Estate Investments	94.3	94.7
Corporate and Others ⁽¹⁾	1.1	0.9
Total Assets	<u>100.0</u>	<u>100.0</u>

	As at 31 March 2021	31 December 2020
	(%)	
Fee Income-related Business	4.9	4.6
Real Estate Investments	94.0	94.3
Corporate and Others ⁽¹⁾	1.1	1.1
Total Assets	<u>100.0</u>	<u>100.0</u>

Note:

(1) Includes intercompany eliminations.

Total Assets by Geography

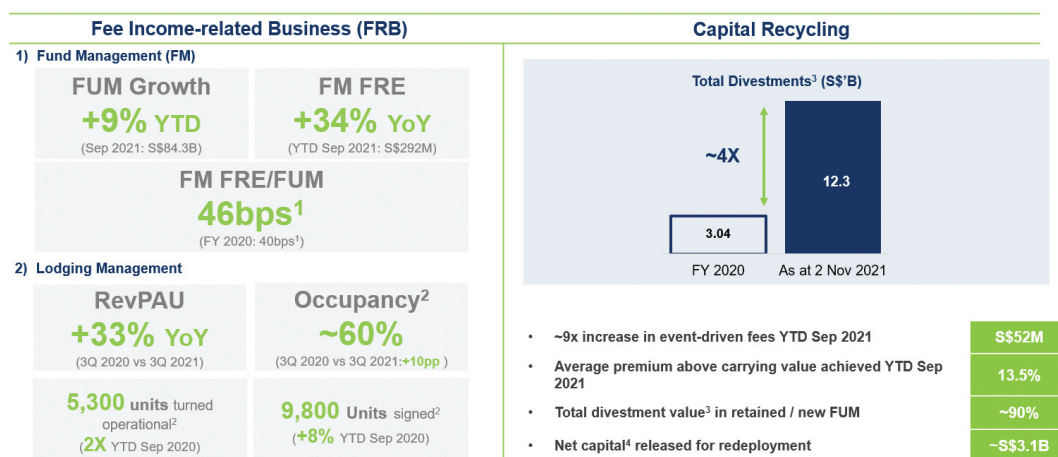
	As at	
	31 December 2020	31 December 2019
	(%)	
Singapore	34.2	34.5
China	30.1	29.9
Other developed markets ⁽¹⁾	26.2	25.9
Other emerging markets ⁽²⁾	9.5	9.7
Total Assets	100.0	100.0

Notes:

- (1) Includes United Kingdom, France, Germany, Spain, Belgium, Ireland, Japan, South Korea, United States of America, Australia and New Zealand.
- (2) Other emerging markets refers to Asia but excludes Singapore, China, Hong Kong, Japan and South Korea.

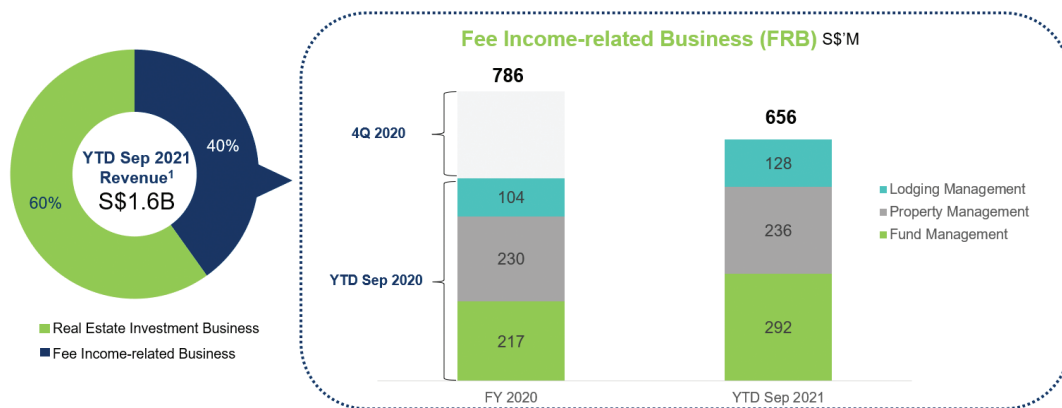
3Q2021 Business Update – Key Highlights

The charts below summarise our Group's key business highlights for the third quarter of 2021 ("3Q2021") and for the nine months ended 30 September 2021.



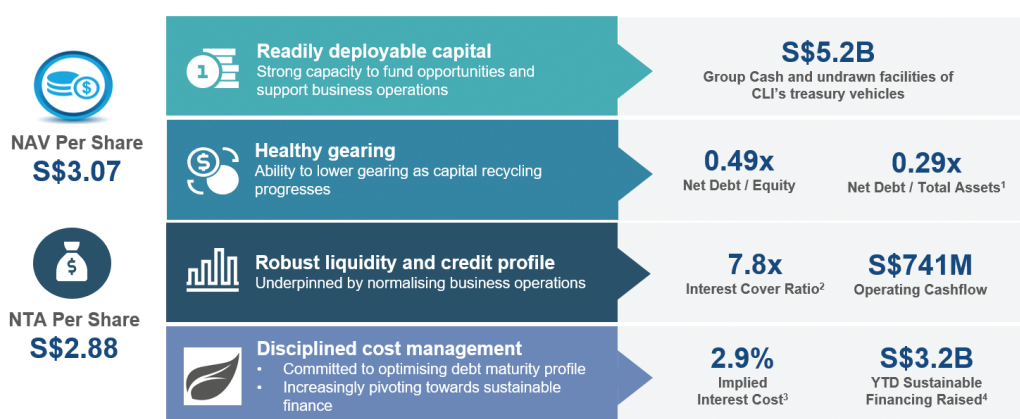
Notes:

- (1) Year-to-date September 2021 is on straight annualised basis for recurring fee related earnings only. The ratio is computed based on average FUM for the year.
- (2) As at 30 September 2021.
- (3) By gross divestment value.
- (4) Net of total effective divestment and total effective investment values based on CLI's effective stake divested/ invested. Subject to post-completion adjustments.



Note:

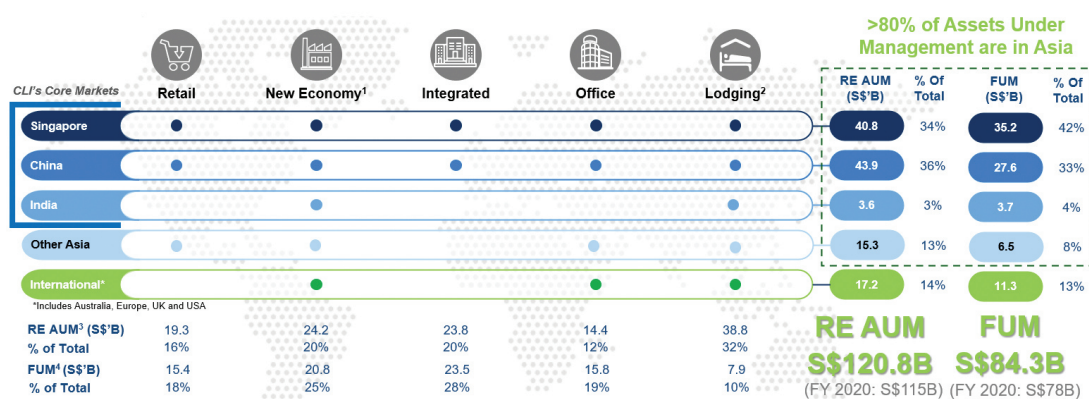
- (1) Includes corporate, others and intercompany elimination.



Notes:

- (1) Total assets exclude cash.
- (2) Interest Coverage Ratio = EBITDA/Net Interest Expenses; EBITDA includes revaluation gain.
- (3) Straight annualisation.
- (4) Year-to-date September 2021. Including off-balance sheet sustainable financing.
- (5) "Share" refers to ordinary share in the capital of CLI.

The chart below summarises the relative contribution of the various geography and asset classes to our Group's RE AUM and FUM as at 30 September 2021.



Notes:

- (1) Includes business parks, industrial, logistics, and data centres.
- (2) Includes multifamily.
- (3) Excludes residential & commercial strata which comprises 0.3% of total RE AUM.
- (4) Excludes residential strata and structured credit FUM, which comprises approximately 1% of total FUM.

The tables below summarise the relative contribution of the various geography and asset classes to our Group's total assets as at 30 September 2021, and the relative contribution of the various business activities to our Group's revenue for the nine months ended 30 September 2021.

Total Assets by Geography

	As at 30 September 2021
	(%)
Singapore ⁽¹⁾	27.0
China	36.0
India	3.0
Other Asia	7.0
International	27.0
Total	100.0

Note:

- (1) Includes corporate & others.

Total Assets by Asset Classes

	As at 30 September 2021
	(%)
Retail	31.0
New Economy	16.0
Office	20.0
Lodging	31.0
Others ⁽¹⁾	2.0
Total	<u>100.0</u>

Note:

(1) Includes residential & commercial strata, corporate and others.

Revenue by Business Activities

	For the nine months ended 30 September 2021
	(%)
Fee Income-related Business	40.0
Real Estate Investments	60.0
Total Revenue ⁽¹⁾	<u>100.0</u>

Note:

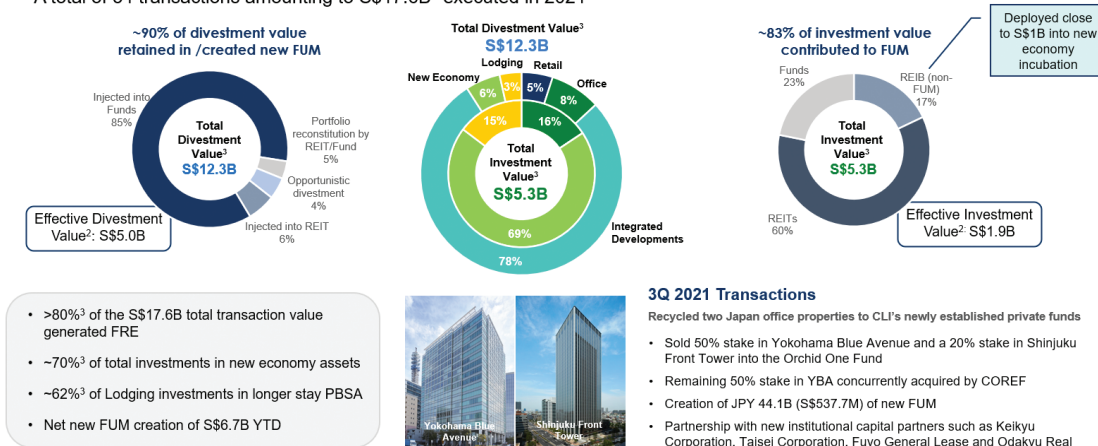
(1) Includes corporate, others and intercompany elimination.

Revenue by Fee Income-related Business

	For the nine months ended 30 September 2021	For the nine months ended 30 September 2020
	(S\$' million)	(S\$' million)
Fund Management	292.0	217.0
Property Management	236.0	230.0
Lodging Management	128.0	104.0
Total Revenue	<u>656.0</u>	<u>551.0</u>

The chart below summarises our Group's capital recycling progress for the nine months ended 30 September 2021.

A total of 34 transactions amounting to S\$17.6B¹ executed in 2021



Notes:

- (1) Based on gross divestment and investment values.
- (2) Based on CLI's effective stake divested/invested multiplied by gross divestment/investment value. Subject to post-completion adjustments.
- (3) Values based on agreed property value (100% basis) or purchase/investment consideration for investments or sales consideration for divestments.

Strategies and Future Plans

Our business objective is to continue to strengthen our position as a leading listed global real estate investment manager with a strong Asia foothold by pursuing the following growth strategies.

Collaboration facilitated by the CapitaLand Co-ordinating Committee, leveraging the ecosystem with the Parent Group to harness synergies and strengthen competitive advantage for our Group

The ecosystem with the Parent Group will be preserved and sustained for the benefit of our Group with synergies across pipeline, corporate services and development capabilities. Being part of this ecosystem will provide our Group the opportunity to tap on a key pipeline source of investment opportunities and multi-sector development capabilities to further augment our Group's FUM growth, a key distinguishing characteristic amongst real estate investment managers.

Continue to extend our dominance in the management of the Listed Funds

We will continue to build on the track record established by our Listed Funds and strengthen their leadership in the S-REIT market as leading S-REITs in their respective sectors. Our Listed Funds Managers remain committed to:

- delivering sustainable returns through disciplined investment while seeking value opportunities;
- building resilience into the portfolio through the value-unlocking of certain assets; and
- recycling of certain assets to deploy the sale proceeds of such assets into acquisitions of assets with a view to long term returns.

To support our Listed Funds in their growth and continued leadership

Our Listed Funds have grown strong and dominant in the past through our access to opportunities within Singapore, as well as sponsored assets within the CapitaLand Group. This will continue to be one of the growth pillars for our sponsored and managed REITs. The ecosystem with the Parent Group would continue to support the pipeline and growth of our Group's Listed Funds in Singapore – this includes completed asset pipelines from both our Group and the Parent Group and collaboration for potential redevelopment with the Parent Group so as to capitalise on the Parent Group's core competencies in Singapore development.

CICT, A-REIT and ART are three of the dominant REITs managed by our Group with a global or developed market mandate (the “DM REITs”), while CLCT, AIT and CLMT are the other three specialist REITs each focusing on a specific market. All of them have demonstrated track record in executing value acquisitions outside of Singapore. In particular, the three DM REITs would be able to access the international opportunities outside of Singapore as they continue to diversify their respective portfolios to build resilience and bring sustainable long-term returns to their unitholders.

To value-enhance portfolio through our operating platforms

Our Group is well-entrenched in the Singapore and PRC markets with a diversified portfolio and operating capabilities across different asset classes. Our Listed Funds, with presence in Singapore and the PRC, would continue to work closely with the local property managers to carry out value-enhancing initiatives and improve the performance of the properties within their respective portfolios. It is intended that ART continue to enjoy the operating strength of Ascott, which aims to grow its presence and capabilities internationally.

To leverage existing track record in management of our Listed Funds

We have strong track record in growing and delivering returns to investors in our Listed Funds in Singapore. With our international network and capabilities in deal sourcing, operating and execution capabilities, as well as strong financial resources, we will leverage our track record and strong sponsorship brand name and may strategically bring to market and investors new public investment vehicles/platforms to support the diversifying market requirements.

Diversify and distribute new fund products to grow our Unlisted Funds business

We intend to continue to scale up our Unlisted Funds business in a meaningful way by expanding into new strategies, products and geographies that build on and are complementary to the core strengths and footprint of our Group. The new Unlisted Funds will contribute to growing our FUM, and in the process, our fee related earnings. In line with our strategy to continue to strengthen our position as a leading listed global real estate investment manager with a strong Asia foothold, an expanded suite of Unlisted Funds will allow us to participate in investment opportunities globally, capitalise on our execution capabilities and at the same time, offer compelling investment opportunities to both our existing and new investors.

To complement our existing Unlisted Funds products, we intend to explore more varied mandates including commingled funds, managed accounts, and potentially incorporating new asset classes and investment structures that will enable us to extend more diversified offerings to our investors in their pursuit of different risk adjusted returns.

CLI's Fund Management Strategy

Investment Consideration	A Disciplined and Focused Approach to Investing								Key strategy	Secondary strategy
Revenue Model	Investment Management Fees					Investment Income				
Sector	New Economy ⁽²⁾				Commercial/Integrated	Lodging				
	Industrial	Logistics	Business Parks	Data Centres	Commercial/Integrated	Hospitality	Multifamily	PBSA	Alternative Assets ⁽¹⁾	
Geography	Asia					Ex-Asia				
	Core Markets (Singapore, China, India)		Focus Markets (Australia, Japan, Korea)		Other Asia	Europe		U.S.		
Strategy	Core		Core+		Value-add		Opportunistic (incl. Development)			
Investment vehicles	REITs/BTs			Private Funds			Co-investments (incl. programs, JVs)			
Operating Platforms	Best in class in-house operating platform in primary markets, complemented by third-party operating in secondary markets									

Notes:

- (1) Includes real estate debt and residential focused Unlisted Funds.
- (2) Includes digital infrastructure assets.

Whilst our Group already has an extensive presence across geographies, asset classes and investment strategies, we have identified a number of key strategic areas of growth. These include but are not limited to:

Asset Classes

- leveraging on our extensive experience and strengths in the industrial assets to expand into new economy sub sectors such as dry and cold logistics that include warehouse and distribution centres, data centres and life sciences parks;
- further leveraging on our extensive expertise and branding across commercial (comprising retail and office) and integrated development segments to seek investment opportunities in high quality and well-located assets across our core markets and enhancing the connectivity of these assets and offerings with consumers and tenants, through in-house digital platforms;
- utilising our global expertise in the longer-stay lodging sub sector to continue expansion of our existing serviced residence platform and expand into complementary asset classes such as purpose-built student accommodation (“**PBSA**”) and multifamily;
- expanding our product offerings to cover development funds related to new economy assets and our long-standing strengths in core mixed use developments, which will enable our Group to tap into the Parent Group’s development arm’s expertise, track record and access to unique pipeline of opportunities; and
- expanding into growing alternative asset classes such as real estate private credit, real estate related infrastructure, or asset classes that have strong secular growth potential such as healthcare due to long term structural changes currently underway in economies and demographics.

Examples of pipeline opportunities include:

- the recently entered into agreements to acquire hyperscale data centre campus in PRC, comprising fully operational buildings and value add opportunities;
- our multifamily portfolio in USA, where our value add programme has resulted in rental uplifts and approximate payback period of five years for renovated units completed. This demonstrates our track record and success to value add strategy in the sector and is underpinned by an established in-house asset management team built up over the last three years; and
- the logistics development project in Japan, where in 2020 we entered into a joint venture with Mitsui & Co. Real Estate Ltd and where we will continue to expand and scale up by establishing and utilising our strategic partnerships with local players.

Geographies

- PRC-focused funds covering the breadth of sectors that leverage our Group's long-standing presence in the PRC as a leading diversified, vertically integrated real estate company with excellence in investing, development and operations of real property. In addition to tapping funding from investors outside the PRC, our Group's fund managers which are registered as private equity fund managers in the PRC are also able to directly tap onshore RMB funding;
- Korea-focused funds, building on our onshore existing fund management licence and ability to source unique investment opportunities for investors such as that demonstrated by the successful launch of our first Korean data centre fund in 2020 and following with a second one in 2021;
- Japan, Australia, Vietnam and India focused investment opportunities driven by our long-standing onshore presence in these countries with localised teams and experience of managing investments across asset types and business cycles; and
- Developed markets of USA and Europe where we have investment footprints in sectors such as serviced residence and multifamily and where we also see growth opportunities such as healthcare and life sciences.

Investment Strategies

- A focus on expanding our fund offerings across core plus and value add funds, to complement our established family of core focused Listed Funds. Additionally, our development funds will target build to core strategies and will allow investors the opportunity to participate across the life cycle of asset classes.
- Real estate private credit strategies will target a spectrum of capital preservation and return maximisation. Capital preservation strategies include focused mezzanine and senior debt funds that will seek to deliver predictable returns. Return-maximising strategies will include investing in special situations, stressed or distressed credit and target total returns in an opportunistic setting. Our private credit strategies will be closely integrated to and seek to leverage our Group's footprint across geographies and asset classes.

We believe that our extensive network, track record and long-standing presence in Singapore, the PRC, India and Vietnam, as well as other international markets represent a key sustainable competitive advantage. It will allow us to identify valuable, broad based and sustainable pipelines of investment opportunities to grow our Unlisted Funds product suite to meet the diverse needs of investors and thereby supporting our strategic growth objectives.

Deepen strategic relationships with existing capital partners and expand new capital partnerships across a spectrum of strategies

We remain focused on working to deepen our relationships with existing capital partners. We will continue to work closely with them to better understand their preference for different products and mandates, and return expectations, as markets evolve over time.

In addition, new investment opportunities secured would open up opportunities to build new capital partnerships, particularly cross border investors who may have investment mandates for certain markets or sectors but no access to them. These strategic and long term relationships with our capital partners will provide a ready pool of capital as and when investment opportunities are identified. In the longer term, we would also strive to diversify our investor base in tandem with diversifying our products and mandates.

In addition, where we have identified strong capital flows within a market, we may also explore new platforms to tap this new source of capital publicly, such as RMB funding.

Acquire new capabilities and fee income platforms

We will also actively explore opportunities to acquire established fund management platforms and/or portfolios, which would also add capabilities to the team and build strategic pipelines for our managed Listed Funds and Unlisted Funds. While we can build the capabilities organically, we will also look to strengthen our management team with direct acquisitions of management platforms.

To be able to develop new capital partnerships and gain access to even more opportunities, including new asset classes, we may need to acquire further capabilities in certain select markets that we currently may or may not have an existing operating presence. As our Group executes our various growth strategies, we would look to add deepened and/or new capabilities to enhance and extend the capabilities of the current management team. This is with the view to ensuring that growth strategies are correctly executed and our Group will continue to stay competitive.

Our active plans for the monetisation of our on-balance sheet assets, once they are recycled to third parties or to our managed Listed Funds, will release more opportunities and debt headroom. These are ready capital available for our Group to undertake strategic acquisitions and position ourselves in an optimal way to support the multiple growth engines within our Group.

Continue to grow our distinctive fee-centric lodging platform via scaling up units under management, and expand the product offerings within the lodging sector to augment FUM growth

We will continue to build up our lodging platform through managing properties for third party owners and/or franchises for selected brands. To date, we have a wide variety of brands which cater to the requirements of third-party owners and specific market segments, including the likes of lyf and Citadines. Going forward, we intend to leverage the extensive network and presence we have established in our core markets, as well as work more closely with our business partners, in order to achieve our Group's 2023 target of 160,000 lodging units under management.

In addition, we intend to further augment our lodging platform's FUM growth by broadening our scope within the longer-stay segment. Ascott is a market leader in the longer-stay and/or corporate space, and has the requisite product knowledge to explore adjacent segments such as PBSA and multifamily asset classes.

Lodging is a high earning-accretive business model as we scale up management fees contribution and work towards better flow through over time as more properties become operational.

Competitive Strengths

A leading listed global real estate investment manager with strong Asia foothold and proven execution capabilities across asset classes and geographies

Leading position among listed global REIMs

With a business presence spanning over 200 cities across more than 30 countries as at 30 September 2021, our Group has established a strong footprint across all major global markets. Our RE AUM is approximately S\$120.8 billion as at 30 September 2021.

Asia-centric business with an entrenched presence in major APAC markets

As at 30 September 2021, our FUM is approximately S\$84.3 billion, with Asia contributing to more than 80% of geographical presence, forming the core of our Group's business. Beyond our dominant position in Singapore, our Group has a long established presence in other major markets in Asia-Pacific such as PRC and India for over 25 years, where we have developed extensive local market insights and deal sourcing capabilities through our domestic relationships and network. We have demonstrated capabilities in conceptualising, structuring and executing real estate strategies to unlock and enhance value of these real estate assets.

Well-diversified portfolio underpinned by full-fledged capabilities

Our FUM is well-diversified across different asset classes, including integrated developments, retail, office, lodging and new economy sectors such as business parks, industrial, logistics and data centres through our managed funds. Leveraging on our full-fledged capabilities across the real estate value chain, from investment management, asset management, fund management to property management, we have demonstrated core competencies in project execution across multiple strategies, including core, core-plus, value add, opportunistic and credit⁵.

⁵ "Core" refers to investments that offer investors stable and consistent income with minimal asset management required. Core investments are typically low risk, with an expected annual returns profile of mid to high single digits.

"Core-plus" refers to investments that offer investors a relatively stable income with the potential to generate additional returns from improved cash flows through light property improvements, management efficiencies or increasing tenant quality. Core-plus investments are typically low to moderate risk, with an expected annual returns profile of high single digits to low-teens, slightly more than core investments.

"Value add" refers to growth-oriented investments, where investors can potentially benefit from a significant improvement in cash flows once value has been added. Value is typically created through by making improvements and/or repositioning the underlying properties. Value add investments are usually moderate to high risk, with an expected annual returns profile of low- to mid-teens.

"Opportunistic" refers to growth-oriented investments, though these investments are riskier than value add investments. Investors are exposed to highly complex projects, typically development in nature, that have little to no cash flow at acquisition. Investors can potentially benefit from a significant improvement in cash flows once value has been added. Opportunistic investments are the riskiest of all strategies, with an expected returns profile of around mid-teens.

"Credit" refers to real estate private credit strategies which target a spectrum of capital preservation and return maximisation. Capital preservation strategies include focused mezzanine and senior debt funds that seek to deliver predictable returns. Return-maximising strategies include investing in special situations, stressed or distressed credit and target total returns in an opportunistic setting.

Strong brand equity built over the past three decades

Our strong collection of brands is internationally-renowned and well-recognised by investors and consumers alike. These brands include the likes of *Raffles City*, *CapitaMall*, *Ascott* and its family of lodging brands including *Somerset*, *Citadines*, *Quest*, *Iyf* among others. Please refer to the section “*The Lodging Operating Platform*” for further details.

We believe our ability to create brands and demonstrate success with the real estate associated with these brands is a key differentiator that strengthens our operating platform through our proven track record in active asset management and successful execution of various value add strategies. This further draws capital partners to our new and existing funds, and enables our investment management business to deliver attractive risk-adjusted returns for these capital partners.

We are a pioneer in real estate investment management in Asia, with a proven track record in managing the public market vehicles in Singapore and Malaysia to deliver growth

We are a pioneer in the REIM space in Asia and have been instrumental in spearheading efforts of launching leading REITs in Singapore and Malaysia across different sectors and geographies. We manage five Listed Funds in Singapore and one Listed Fund in Malaysia.

As at 30 September 2021, the aggregate market capitalisation of the Listed Funds on the SGX-ST is approximately S\$32.7 billion.

Our Group’s notable achievements in managing public market vehicles to generate sustainable and recurring income over a long-term investment horizon for unitholders include:

(a) Sourcing and executing yield accretive acquisitions

Over the last five years (from 2016 to 2020), our Listed Funds have acquired approximately S\$11.5 billion worth of assets, of which two-thirds were from third parties. These assets are well-diversified across various asset classes and geographies. Recent acquisitions by our Listed Funds, such as A-REIT’s acquisition of 11 data centres across Europe, have focused on the new economy space. For 3Q2021, our Listed Funds have acquired approximately S\$1.0 billion worth of assets, bringing the total investments by our Listed Funds to approximately S\$3.1 billion⁶ for the nine months ended 30 September 2021.

(b) Enhancing value of assets through repositioning and/or redevelopment

Our Group has leveraged our deep knowledge base and proactively identified and unlocked the embedded value of our managed assets, creating value for unitholders in our Listed Funds. Notable examples include the redevelopment of Ascott Orchard under ART; the redevelopment of Funan under CICT; the redevelopment of Market Street car park into CapitaGreen; and the redevelopment of Golden Shoe car park into CapitaSpring held between, among others, CICT and CapitaLand.

(c) Adapting to changing times and market proactively

We have implemented major moves in the last few years to address evolving competitiveness in the market and changing real estate market landscape.

In 2019, the merger of ART and AHT was implemented to, among others, consolidate Ascott REIT’s position as the largest hospitality trust in Asia-Pacific and making it the proxy hospitality trust in the region, strengthening Ascott REIT’s financial position, giving it greater capacity to drive growth. The merger was also intended to enhance portfolio diversification and resilience through, among others, strengthening Ascott REIT’s presence in Asia-Pacific, adding predominantly freehold properties to increase the proportion of freehold assets and maintaining a balanced portfolio of stable and growth income.

⁶ Values based on agreed property value (100% basis) or purchase/investment consideration.

In 2020, the merger of CapitalLand Mall Trust and CapitalLand Commercial Trust to form CICT was a result of our proactive response to an evolving real estate landscape, and to combine domain expertise and dynamism of the management teams to enable CICT to unlock synergies through CICT's enlarged diversified portfolio and platform capabilities. Since the merger, as part of CICT's portfolio reconstitution strategy, CICT continually reviews and evaluates its existing properties for enhancement opportunities or potential divestments, and seeks acquisition opportunities in Singapore and overseas, in developed markets, guided by its strategic rationale, potential distribution per unit and value creation.

(d) **Capitalising on new opportunities**

We have expanded CLCT's investment strategy in 2020 so as to position CLCT for growth and to seize new opportunities in the growing PRC real estate market. It is the dedicated Singapore-listed REIT for our Group's non-lodging PRC business. Broadening the investment strategy allows CLCT to explore other asset classes beyond the retail sector. By investing in different sectors including office, industrial, business parks, logistics, data centres and integrated developments, CLCT will also be able to further diversify its revenue stream to build a sector-diversified portfolio.

We have also broadened CLMT's investment strategy to enable it to explore other asset classes and pivot itself into new economy sectors beyond the retail sector. CLMT's involvement in income producing retail, commercial, office and industrial assets will diversify its revenue stream to build a sector-diversified portfolio. The addition of different real estate classes provides a more balanced and stable rental revenue that enhances the resiliency of its portfolio. As described above, the proposal to expand CLMT's investment objective and policy to include investments in other asset classes (namely, commercial, office and industrial) was formalised in September 2021.

In July 2021, AIT announced that it will invest an estimated S\$216.6 million to develop and operate phase one of its first data centre campus on a prime site in India. The investment offers AIT the opportunity to diversify into the attractive and highly scalable new economy asset class.

Our investment management platform provides us with a growing and recurring fee income base

The investment management platform provides our Group with a source of sustainable and recurring income base across real estate cycles. Our business model is highly scalable and capital efficient, enabling our Group to become more asset-light and resilient through fluctuating business cycles.

Our Group manages six Listed Funds and over 30 Unlisted Funds, across a wide spectrum of real estate sectors and strategies. The depth and breadth of our growing platform attracts capital partners who are looking to access multiple investment opportunities globally through a single interface. This reflects our Group's multi-sector operating capabilities spanning across commercial/integrated, new economy, lodging and alternative assets.

For the nine months ended 30 September 2021, higher acquisition volume for the Listed Funds and the launch of six new Unlisted Funds contributed to an approximately 9.0% FUM growth from S\$77.6 billion for FY2020 to S\$84.3 billion for the nine months ended 30 September 2021. Fee-related earnings increased approximately 34.0% year-on-year from S\$217.5 million for the nine months ended 30 September 2020 to S\$291.7 million for the nine months ended 30 September 2021.

Lodging management capabilities serve as a distinctive engine of growth and are synergistic to the investment management platform

Ascott is one of the leading international lodging owner-operators with a portfolio spanning more than 30 countries globally. With full value chain capabilities from operations to investment management, our lodging business is well positioned as a distinctive engine to drive fee-related earning growth. Please refer to the section “*The Lodging Operating Platform*” for further details.

As at 30 September 2021, our Group has 128,800 lodging units under management, of which approximately 55,500 of these units are expected to become operational over the next few years and be accretive to our Group’s lodging management fee revenues once operational. For the nine months ended 30 September 2021, 5,300 units turned operational, while revenue per available unit increased approximately 33.0% year-on-year from S\$55.0 in the third quarter of 2020 to S\$73.0 in the third quarter of 2021.

As the platform continues to scale towards our planned target of 160,000 units under management by FY2023, we expect the business to experience economies of scale, and thus, fixed costs associated with running the lodging platform to be spread across a larger number of operational units.

Our Group’s and Ascott’s global presence and network of third-party owners provide Ascott with opportunities, including access to acquisition opportunities and seeding of new lodging investment vehicles. Furthermore, leveraging on Ascott’s deep product knowledge in the longer-stay segment, we plan to scale up the lodging platform by continuing to expand into adjacent sectors such as the multifamily and PBSA asset classes, driving FUM growth for the platform and bringing more capital partners on-board.

We benefit from the ecosystem with the Parent Group as our long-term developer and co-investment capital partner

Our Group intends to, in collaboration with CapitaLand, preserve and sustain the ecosystem with the Parent Group. CapitaLand has over time developed an integrated suite of capabilities to support its real estate businesses and platforms. A key feature of the ecosystem is that it supports the different business units within the CapitaLand Group in building different core competencies across the real estate value chain and at the same time enabling them to separately capitalise on the real estate capabilities residing across the multiple platforms operating as a collective whole throughout the life cycle of the real estate investment.

The overriding objective of preserving and sustaining the existing ecosystem is to optimise the value unlocked by the strategic restructuring and demerger of CLI and the investment management business of CapitaLand, through preserving and sustaining the inherent business advantages of scale, synergy, capabilities and expertise embedded within the existing CapitaLand Group ecosystem. Preserving and sustaining the existing ecosystem will enable both our Group and the Parent Group’s development arm to optimise both groups’ respective strategies and operations to create and capture value to drive the growth of our Group in the interests of CLI’s shareholders as well as leverage on both our Group’s and the Parent Group’s development arm’s collective strengths, to drive a sustainable competitive advantage for CLI.

A CapitaLand Co-ordinating Committee will be formed to coordinate activities between the Parent Group and the CLI Group, with the chief purpose of facilitating planning by each group. Please refer to “*Strategies and Future Plans – Collaboration facilitated by the CapitaLand Co-ordinating Committee, leveraging the ecosystem with the Parent Group to harness synergies and strengthen competitive advantage for our Group*” for further information.

We have a strong leadership and a deep bench of investment and asset management specialists

We have assembled a strong leadership team with in-depth experience across strategies and asset classes. On average, the leadership team has about 20 years of relevant experience. Please refer to “*Directors and Management of the Guarantor*” for further information.

The leadership team is also well supported by our investment and asset management team which has managed over 100 assets across more than 30 countries, amassing knowledge across the breadth and depth of real estate markets globally – including in new economy sectors such as business parks, industrial, logistics and data centres.

We adopt a prudent and efficient approach to capital management

As at 30 September 2021, our Group has a net debt to equity ratio of 0.49 times, net debt to total assets ratio⁷ of 0.29 times and cash and undrawn facilities of CLI’s treasury vehicles of S\$5.2 billion.

Our Group focuses on continuously improving our capital efficiency. In this regard, our Group’s Listed Funds and Unlisted Funds serve as platforms to efficiently utilise and recycle capital and diversify our capital exposure.

⁷ Total assets exclude cash

CAPITALISATION AND INDEBTEDNESS

As at the date of this Offering Circular, CLI had an issued and paid-up share capital of S\$10,765 million consisting of 5,200,405,992 ordinary shares (excluding treasury shares).

The table below sets forth the consolidated capitalisation of CLI as at 30 September 2021. This table should be read in conjunction with the consolidated financial statements and related notes appearing elsewhere in this Offering Circular.

	As at 30 September 2021 Unaudited S\$' million
Cash and cash equivalents	2,922
Short term debt:	
Bank borrowings	1,553
Debt securities	590
Lease liabilities	69
	2,212
Long-term debt:	
Bank borrowings	5,617
Debt securities	778
Lease liabilities	693
Related Party	3,337
	10,425
Total indebtedness	12,637
Total equity	19,981
Total capitalisation and indebtedness	32,618

DIRECTORS AND MANAGEMENT OF THE GUARANTOR

Our Board oversees the strategic direction, performance and affairs of our Group and provides overall guidance to management. Our Board has the primary responsibility to foster the success of CLI so as to deliver sustainable value over the long-term to shareholders. Our Board appoints the Group CEO who is responsible for developing and implementing our Group's strategic plans approved by our Board and managing our Group's business.

As at the date of this Offering Circular, the Directors of CLI are as follows:

Board of Directors

Mr Miguel Ko Kai Kwun **Chairman**

Mr Miguel Ko Kai Kwun was appointed as our Chairman and Non-Executive, Non-Independent Director on 2 June 2021. Mr Ko is also a Non-Executive Director of CapitaLand, Non-Executive Deputy Chairman of CLA and a Corporate Advisor of Temasek International Advisors Pte. Ltd.

Mr Ko was appointed to the Board of Directors of CapitaLand in August 2019. He first served as Non-Executive Deputy Chairman and became Non-Executive Chairman in April 2021. Mr Ko remains as a Non-Executive Director of CapitaLand, which was delisted from the SGX-ST on 21 September 2021. He was appointed Non-Executive Deputy Chairman of CapitaLand on 21 September 2021.

Mr Ko was an Executive Director and CEO of CLA from June 2019 until October 2020 and prior to this, from June 2015 served as Executive Director and Group CEO of the former Ascendas-Singbridge Pte. Ltd. until the acquisition of Ascendas-Singbridge Pte. Ltd.'s business and assets by CapitaLand in June 2019. Ascendas-Singbridge Pte. Ltd. changed its name to CLA Real Estate Holdings Pte. Ltd. after the acquisition. Since November 2020, he has been a Non-Executive Deputy Chairman of CLA.

Previously, he was with Starwood Hotels & Resorts Worldwide, Inc. ("**Starwood**") in various capacities, namely, as Non-Executive Chairman, Asia-Pacific from September 2012 to August 2015, Chairman and President, Asia-Pacific from March 2009 to August 2012 and President, Asia-Pacific from November 2000 to March 2009. Prior to his appointment with Starwood, he was Deputy Chairman and CEO of CDL Hotels International. Between 1992 to 1999, he was President of Pepsi-Cola International, Asia-Pacific, responsible for executing the soft drink giant's entry efforts into the emerging markets of the PRC, Thailand, Indonesia and Vietnam.

Mr Ko is widely recognised for his knowledge and insight into business and culture in Asia-Pacific, particularly in the travel, leisure and property development sectors. He was voted as Regional Hotel Chief of the Year in 2007 and again in 2008 by the readers of Travel Weekly. He was the winner of the Visionary Leader of the Year in 2007 awarded by the Travel Weekly Asia Industry Awards, recipient of the 2007 Global Award at the World Travel Mart in London and honoured with the Lifetime Achievement Award in 2012 at the China Hotel Investment Conference in Shanghai. In July 2021, he received the HICAP Life Time Achievement Award.

Mr Ko holds a Bachelor of Arts degree in Economics from the University of Massachusetts, Boston, USA and a Master of Business Administration degree from Suffolk University, USA. He is also a non-practising certified public accountant by the State of New Hampshire Board of Accountancy, New Hampshire, USA.

Mr Lee Chee Koon
Group Chief Executive Officer

Mr Lee Chee Koon is our Group CEO and Executive Non-Independent Director. He was appointed as our Group CEO on 1 June 2021. He has been a Director of CLI since 1 July 2019. He has full executive responsibilities to manage our Group's business and is responsible for directing our Group's overall growth. He is a well-respected veteran in the real estate industry with more than 14 years of experience.

He is also a Director of EDBI Pte. Ltd. and a member of the Future Economy Council, which is a national council set up to drive the growth and transformation of Singapore's economy for the future.

Mr Lee was appointed President and Group CEO of CapitaLand in September 2018. Under Mr Lee's leadership, the CapitaLand Group acquired the portfolio of ASB group in 2019. The acquisition saw CapitaLand diversifying into the business park, industrial and logistics real estate segments and gaining significant scale in India, which became one of CapitaLand's core geographies. Following the acquisition, CapitaLand became one of Asia's largest diversified real estate companies.

In March 2021, CapitaLand undertook a strategic restructuring of its business involving a demerger of its real estate investment management business and a privatisation of its development business. This resulted in the listing of CLI on 20 September 2021 and privatisation of CapitaLand on 21 September 2021. This transformative transaction created one of Asia's leading listed REIM and one of the largest REIM in the world.

Mr Lee was also a Non-Executive and Non-Independent Director of the managers of ART, comprising Ascott Residence Trust Management Limited, as manager of Ascott REIT, and Ascott Business Trust Management Pte. Ltd., as trustee-manager of Ascott BT, from June 2013 to April 2021 and from December 2019 to April 2021, respectively.

Prior to becoming group CEO of CapitaLand, Mr Lee was Group Chief Investment Officer of CapitaLand from January 2018 to September 2018 and was responsible for identifying growth opportunities and capital allocation across the CapitaLand Group. Since joining CapitaLand in 2007, he has held several appointments within the CapitaLand Group, namely, as CEO of Ascott from June 2013 to December 2017, deputy CEO of Ascott from February 2012 to May 2013, Managing Director, North Asia for Ascott from July 2009 to May 2013 and Vice President of the office of the President of CapitaLand from February 2007 to June 2009. Prior to this, he served as Head of international relations and economic strategy at the Ministry of Finance from November 2003 to December 2005 and Senior Assistant Director, trade directorate of the Ministry of Trade and Industry from November 2001 to November 2003.

Mr Lee was presented with the Business China Young Achiever Award by Singapore's Prime Minister in 2017, for his contributions towards strengthening Singapore-China relations through Ascott. In 2016, he was also conferred the prestigious National Order of Merit (Chevalier de l'Ordre National du Mérite) by the President of the French Republic for Ascott's contributions to France.

Mr Lee holds a Bachelor of Science degree in Mechanical Engineering (First Class Honours) from the National University of Singapore. He also holds a Master of Science degree in Advanced Mechanical Engineering (Distinction) from Imperial College London, United Kingdom.

Mr Anthony Lim Weng Kin
Director

Mr Anthony Lim Weng Kin, was appointed as our Lead Independent Director on 3 June 2021. As our Lead Independent Director, Mr Lim is responsible for (a) facilitating the functioning of and providing leadership to our Board if circumstances arise in which our Chairman may be (or may be perceived to be) in conflict, (b) supporting effective Board objectivity in business judgment and oversight, and (c) serving as an independent leadership contact for CLI's shareholders, directors and management.

Mr Lim is also an Independent Director of DBS Group Holdings Ltd which is listed on the SGX-ST and was formerly the Lead Independent Director of CapitaLand until its delisting from the SGX-ST.

Mr Lim was previously Managing Director and President (Americas) at GIC Private Limited. Prior to joining GIC Private Limited, Mr Lim was a Senior Managing Director at Bankers Trust Company. He had also worked at the Monetary Authority of Singapore. Mr Lim had held senior management and investment positions at these organisations in Singapore, London and New York.

Mr Lim graduated with a Bachelor of Science degree from the National University of Singapore. He has also attended the Advanced Management Programme conducted by Harvard Business School, USA.

Ms Goh Swee Chen
Director

Ms Goh Swee Chen was appointed as Independent Director on 1 June 2021. Ms Goh was formerly an Independent Director of CapitaLand until its delisting from the SGX-ST.

Ms Goh was the former Chairman of the Shell group of companies in Singapore ("Shell"). She retired from Shell in January 2019 after 16 years of service. She held senior roles with Shell since 2003 and had worked in Singapore, PRC and the Netherlands. Prior to joining Shell, Ms Goh was with Procter & Gamble for 14 years and was assigned to Malaysia, Japan and Singapore, and before that with IBM Australia and USA.

Ms Goh is the Chairman of the Institute for Human Resource Professionals Limited, the National Arts Council and the Nanyang Technological University, respectively. She is also the President of Global Compact Network Singapore, an Independent Director of Singapore Airlines Limited ("SIA") (which is listed on the SGX-ST) as well as a Director of Woodside Energy Ltd (now known as Woodside Petroleum Ltd) (which is listed on the Australian Securities Exchange), Singapore Power Limited and The Centre for Liveable Cities. She is also a member of the Legal Service Commission.

Ms Goh was conferred the Chicago Booth Distinguished Alumni Award in 2018 from the University of Chicago Booth School of Business.

Ms Goh graduated with a Bachelor of Science degree in Information Science from the Victoria University of Wellington, New Zealand and also holds a Master of Business Administration degree from the University of Chicago, USA.

Ms Hsu Chung Wei Judy
Director

Ms Hsu Chung Wei Judy was appointed as our Independent Director on 1 June 2021. Ms Hsu was formerly an Independent Director of CapitaLand until its delisting from the SGX-ST.

Ms Hsu is the CEO of Consumer, Private and Business Banking and a member of the Group Management Team at Standard Chartered Bank. She is also currently the Chairman for the bank's Singapore subsidiary board.

Prior to her current role, Ms Hsu held the position of Regional CEO for ASEAN and South Asia from June 2018 to December 2020, CEO, Singapore and ASEAN markets (Malaysia, Vietnam, Thailand and Rep Offices) from October 2017 to June 2018 and CEO, Singapore from October 2015 to October 2017. She was the Global Head of Wealth Management from December 2009 to September 2015. Prior to joining Standard Chartered Bank in 2009, Ms Hsu spent 18 years at Citibank.

Ms Hsu currently serves as a Board Member of the Urban Redevelopment Authority and Workforce Singapore. She holds a Bachelor of Science degree in Microbiology and a Master of Business Administration major in Finance, both from the University of British Columbia, Vancouver, Canada.

Mr Kee Teck Koon
Director

Mr Kee Teck Koon was appointed as our Independent Director on 25 June 2021. Mr Kee was formerly an Independent Director of CapitaLand until its delisting from the SGX-ST.

Mr Kee retired from his executive positions in the CapitaLand Group in July 2009 after 13 years of service (including his periods of employment with Pidemco Land Limited, Somerset Holdings Limited and The Ascott Group Limited). He also served as Executive Director of NTUC Enterprise Co-operative Limited from January 2017 to October 2019 (including as interim Executive Director from January 2017 to December 2017).

He is currently an Independent Director of Raffles Medical Group Ltd which is listed on the SGX-ST. Apart from the foregoing, he is a Director of Changi Airport Group (Singapore) Pte. Ltd., Mandai Park Holdings Pte. Ltd., SC Bank Solutions (Singapore) Limited and NTUC Fairprice Co-operative Limited. He is also the Deputy Chairman of NTUC Income Insurance Co-operative Limited as well as a Director and Board Advisor of NTUC Enterprise Co-operative Limited. He additionally serves as a Member of the Angsana Fund Investment Committee of Singapore Labour Foundation.

Mr Kee was awarded the Public Service Star Medal (BBM) at the Singapore National Day Awards and the Meritorious Service Award by the National Trades Union Congress, both in 2021.

Mr Kee holds a Bachelor of Arts degree and a Master of Arts degree from the University of Oxford, United Kingdom.

Mr Stephen Lee Ching Yen
Director

Mr Stephen Lee Ching Yen was appointed as our Independent Director on 3 June 2021. Mr Lee was formerly an Independent Director of CapitaLand until its delisting from the SGX-ST.

Mr Lee is currently the Chairman and has been the Managing Director of The Shanghai Commercial & Savings Bank Limited since 1979. The bank is listed on the Taiwan Stock Exchange. He is also the Chairman of Shanghai Commercial Bank Ltd and Tripartite Alliance Limited, Deputy Chairman of M+S Pte. Ltd., Managing Director of Great Malaysia Textile Investments Pte Ltd since 1994 and Chancellor of Singapore University of Social Sciences. Mr Lee is also a Director of G2000 Apparel (S) Pte Ltd, Kidney Dialysis Foundation, Marina South Investments Pte. Ltd., MS Property Management Pte. Ltd., Ophir-Rochor Investments Pte. Ltd. and Temasek Holdings (Private) Limited. He is also a Board Member of Dr Goh Keng Swee Scholarship Fund and a Member of the Board of Trustees of NTUC-ARU (Administration & Research Unit).

Mr Lee was the President of the Singapore National Employers Federation from 1988 to 2014, Chairman of the Singapore Business Federation from 2002 to 2008, and Chairman of International Enterprise Singapore, from 1995 to 2002.

Mr Lee was conferred one of Singapore's highest state awards, the Order of Nila Utama (First Class), at the Singapore National Day Awards 2015.

Mr Lee holds a Master of Business Administration degree from Northwestern University, USA.

Mr Gabriel Lim Meng Liang

Director

Mr Gabriel Lim Meng Liang was appointed as our Independent Director on 2 June 2021. Mr Lim was formerly an Independent Director of CapitaLand until its delisting from the SGX-ST.

Since April 2019, Mr Lim has been the Permanent Secretary of the Ministry of Trade and Industry. Prior to this, he served as the Permanent Secretary of the Ministry of Communications and Information from January 2017 to March 2019, CEO, Info-communications Media Development Authority of Singapore ("IMDA") from October 2016 to December 2016 and Co-Managing Director, Info-communications Development Authority from May 2016 to October 2016. Before joining IMDA, he was the Principal Private Secretary to Singapore's Prime Minister from September 2011 to September 2014, Director (Policy) of the defence policy office of the Ministry of Defence from July 2010 to August 2011 and a Sloan Fellow of Stanford Business School, USA from August 2009 to June 2010.

Mr Lim serves on the board of directors for the National Research Foundation, the Management Board of the East Asian Institute as well as the Board of Governors of St Joseph's Institution International Ltd and St Joseph's Institution International Elementary School Ltd.

Mr Lim graduated with a Bachelor of Arts degree in Economics from the University of Cambridge, United Kingdom. Mr Lim also holds a Master of Science degree in Economics from the London School of Economics, United Kingdom as well as a Master of Science degree in Management from the University of Stanford, USA.

Mr Chaly Mah Chee Kheong

Director

Mr Chaly Mah Chee Kheong was appointed as our Independent Director on 2 June 2021. Mr Mah was formerly an Independent Director of CapitaLand until its delisting from the SGX-ST.

Mr Mah had served in Deloitte for 38 years and retired in May 2016. He was the CEO of Deloitte Southeast Asia and chairman of Deloitte Singapore from May 2006 to May 2016. He also served as the CEO of Deloitte Asia-Pacific from May 2007 to May 2015.

Mr Mah is currently the Non-Resident High Commissioner of the Republic of Singapore to the Independent State of Papua New Guinea. He is also the Chairman of Netlink NBN Management Pte Ltd (as manager of Netlink NBN Trust which is listed on the SGX-ST), the Singapore Accountancy Commission, the Singapore Tourism Board and Surbana Jurong Private Limited, respectively. He is a Director of Flipkart Private Limited and the Monetary Authority of Singapore. He also serves as a Member on the Board of Trustees of the National University of Singapore and the SG Eco Fund, as well as a Member of the National Jobs Council.

Mr Mah was conferred the Public Service Medal at the Singapore National Day Awards in 2014.

Mr Mah graduated with a Bachelor of Commerce degree from the University of Melbourne, Australia. He is a fellow member of the Institute of Singapore Chartered Accountants, the Institute of Chartered Accountants, Australia & New Zealand, Certified Practising Accountants, Australia, as well as the Association of Chartered Certified Accountants, United Kingdom.

Our Principal Executive Officers

Our Group's principal executive officers are as follows:

Mr Lee Chee Koon
Group Chief Executive Officer

Please refer to write-up under "Directors and Management of the Guarantor – Board of Directors".

Mr Yap Neng Tong Jonathan
Chief Executive Officer, Fund Management

Mr Yap Neng Tong Jonathan is our CEO, Fund Management. In this role, he is responsible for overseeing our Group's listed fund and asset operating platform. He also oversees the Group's India business. He has more than 29 years of experience in the real estate and fund management business since 1992.

Mr Yap was formerly President, CapitaLand Financial until the delisting of CapitaLand from the SGX-ST. In that role, Mr Yap oversaw the CapitaLand Group's fund platform which includes the listed and private funds CLI Group manages.

Prior to joining the CapitaLand Group in July 2019, Mr Yap was the Group Chief Operating Officer (COO) and Group CFO of ASB. As Group COO of ASB, he also oversaw ASB's operations in Korea and expansion into new markets. In his capacity as Group CFO of ASB, Mr Yap supervised the finance, corporate strategy and development, and enterprise risk management functions of ASB. Mr Yap started working at ASB since its formation in June 2015 and was concurrently the Chief Investment Officer and the Head of real estate funds for the first two years of the company.

Before ASB's formation, Mr Yap was with Ascendas Pte Ltd. He was appointed CEO, India from 2011 to 2015, CEO, India funds from 2007 to 2011, CEO, India operations from 2006 to 2007 and CEO, Information Technology Park Pte Ltd from 2004 to 2005. During this period, he led the listing of AIT on the SGX-ST. He was also the Assistant Group CEO for overseas funds and India of Ascendas Pte Ltd from 2012 to 2015.

Mr Yap is currently also a Non-Executive, Non-Independent Director of CapitaLand Integrated Commercial Trust Management Limited (as manager of CICT) and CapitaLand Malaysia REIT Management Sdn. Bhd. (as manager of CMMT), as well as a non-executive director of Ascendas Property Fund Trustee Pte. Ltd. (as trustee-manager of AIT). He is also president of the REIT Association of Singapore and a member of the management board of the Institute of South Asian Studies.

Mr Yap holds a Bachelor of Science degree in Estate Management (Honours) and a Master of Science degree in Project Management from the National University of Singapore.

Mr Goh Soon Keat Kevin
Chief Executive Officer, Lodging

Mr Goh Soon Keat Kevin is our CEO, Lodging. He is responsible for the growth of our lodging business and is concurrently the CEO of Ascott.

Mr Goh was previously the Chief Operating Officer of Ascott, a role he assumed in December 2016, where he oversaw operational aspects of the serviced residence business and new growth opportunities. Prior to this, he was Ascott's Managing Director for North Asia since 2013, where he spearheaded Ascott's investments and operations in PRC, Japan and Korea. After joining Ascott China in 2007, Mr Goh was based in the PRC for over 10 years. During his stay in the PRC, he served as regional General Manager for South and East China, Vice President for asset management and Vice President for corporate services.

Prior to joining the CapitaLand Group under Ascott China, Mr Goh was with Accenture, one of Fortune 500's largest global management consulting, technology services and outsourcing companies. Throughout his seven-year career with Accenture, he worked on various systems implementation projects in the telecommunications and high-technology industries in both Singapore and Australia.

Mr Goh is a Non-Executive, Non-Independent Director of the managers of ART (comprising Ascott Residence Trust Management Limited (as manager of Ascott REIT) and Ascott Business Trust Management Pte. Ltd. (as trustee-manager of Ascott BT)). Mr Goh is also an Independent Director of Jollibee Foods Corporation.

Mr Goh was awarded the prestigious Medal of Commendation at the NTUC Singapore May Day Awards 2020 for his strong advocacy for productivity improvement and upgrading of employees' capabilities to ensure a dynamic and digitally savvy workforce.

Mr Goh graduated from the National University of Singapore with a Bachelor of Mechanical Engineering (Honours) degree and is a Chartered Financial Analyst charterholder.

Mr Lim Cho Pin Andrew Geoffrey
Group Chief Financial Officer

Mr Lim Cho Pin Andrew Geoffrey is Group CFO. In this role, he has direct oversight of the functions of group finance, financial reporting and controls, treasury, tax, risk management, investor relations and communications of our Group. In addition, the internal audit department and sustainability management also report administratively to him. Mr Lim covered similar responsibilities as the former Group CFO of CapitaLand Group until the delisting of CapitaLand from the SGX-ST. He has more than 15 years of experience in real estate, corporate finance and investment management across Asia.

Prior to joining CapitaLand in January 2017, Mr Lim served as the Managing Director and Head of South East Asia advisory coverage, real estate and hospitality at The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, where he worked at for 12 years.

He is currently a Non-Executive, Non-Independent Director of CapitaLand Integrated Commercial Trust Management Limited (as manager of CICT), Ascendas Funds Management (S) Limited (as manager of AREIT), the managers of ART (comprising Ascott Residence Trust Management Limited (as manager of Ascott REIT) and Ascott Business Trust Management Pte. Ltd. (as trustee-manager of Ascott BT)), CapitaLand China Trust Management Limited (as manager of CLCT) and CapitaLand Malaysia REIT Management Sdn. Bhd. (as manager of CMMT). He is also

a Non-Executive Director, Sport Singapore of the Singapore Sports Council and a Member of the Institute of Singapore Chartered Accountants' CFO Committee as well as the Accounting for Sustainability Circle of Practice in Asia. He also previously served as President of the REIT Association of Singapore from May 2018 to September 2020.

Mr Lim holds a Master of Business Administration degree and a Bachelor of Commerce degree from the Rotman School of Business at the University of Toronto and is a Chartered Financial Analyst charterholder.

Mr Tan Seng Chai
Chief Corporate & People Officer

Mr Tan Seng Chai is our Chief Corporate & People Officer. In this role, he is responsible for human capital management and development, which includes building a leadership and talent pipeline to support the organisation and businesses. He oversees our Group's corporate functions including Human Resources & Administration, Legal & Secretariat, and Procurement. Mr Tan is also the Executive Director of CapitaLand Hope Foundation, the philanthropic arm of our Group.

Prior to this role, Mr Tan was the Chief Corporate & People Officer of CapitaLand, where he also oversaw the functions of Organisational Development (encompassing Corporate Social Responsibility), Group Communications and Global Shared Services & Business Process. His previous appointments within the Group included Group Chief People Officer, Group Chief Corporate Officer, Deputy Chief Corporate Officer and Chief Human Resource Officer.

Prior to joining CapitaLand in February 2008, Mr Tan was with Chartered Semiconductor Manufacturing Ltd, Singapore for 12 years. He held key positions in the company which included heading its worldwide human resource organisation as well as overseeing key project implementation and strategic investment activities.

He was awarded the Master Professional Certification by the Institute for Human Resource Professionals (IHRP) in December 2020 in recognition of his active contributions to the human resources industry.

Mr Tan holds an honours degree in Civil & Structural Engineering and a Master of Science degree in Industrial & System Engineering from the National University of Singapore.

Mr Simon Treacy
Chief Executive Officer, Private Equity Real Estate

Mr Simon Treacy is our CEO, Private Equity Real Estate. As CEO, Private Equity Real Estate, Mr Treacy is responsible for driving the growth of funds under management.

Mr Treacy has over 23 years of experience in real estate across USA, Asia, Europe and North America. Mr Treacy was the Managing Director, Global Chief Investment Officer and Head of U.S. Equity for BlackRock Real Estate ("**BlackRock**"), responsible for the overall investment strategy and performance of global real estate portfolios, including real estate funds, investment vehicles and research worldwide.

Prior to BlackRock, Mr Treacy was Co-Founder, Director and Global CEO of MGPA, with real estate funds under management across Europe and Asia of US\$14 billion. Prior to taking a career break in 2020, Mr Treacy held the role of President, Hawaii of The Howard Hughes Corporation based in USA and directed the master planning, development, construction, sales, marketing, operations and marketing activities of the 60-acre partially built master plan called Ward Village.

Mr Treacy has experience working and living in USA and Asia, including Sydney, Singapore, Bangkok, Hong Kong, Tokyo and Shanghai.

Mr Patrick Boocock

Chief Executive Officer, Private Equity Alternative Assets

Mr Patrick Boocock is our CEO, Private Equity Alternative Assets. As CEO, Private Equity Alternative Assets, Mr Boocock will be responsible for building and growing CLI's private fund business in alternative assets such as digital infrastructure, renewable energy, transition and impact strategies, private credit and other fund products that will expand CLI's unlisted fund portfolios.

Mr Boocock has 20 years of private equity, and real estate infrastructure investment and operational experience. Prior to joining CLI, Mr Boocock was a Managing Partner at Brookfield Asset Management where he held a number of senior positions, including CFO of Brookfield's global construction company and Managing Director of an Australian natural gas transmission and distribution portfolio, where he was responsible for the restructuring and ultimate sale of the group. Most recently, he was Managing Partner and Head of Asia, with responsibility for Brookfield's investment and asset management activities across the region. He also previously held various senior positions in the infrastructure financing and development sector in Canada.

In his role leading Brookfield's Asia business in Japan, China and Korea across real estate, infrastructure, renewable energy platforms and private equity, Mr Boocock spent four years working and living in Japan and travelled extensively across Asia to grow his network and established trusting relationships with investors and partners.

Mr Boocock is a Chartered Professional Accountant (Canada), Certified Public Accountant (United States), and received a Bachelor of Commerce (Honours) from McMaster University in Canada.

TERMS AND CONDITIONS OF THE NOTES OTHER THAN PERPETUAL NOTES

The following is the text of the terms and conditions that, save for the words in italics and subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) or the Global Certificate 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 Bearer Notes or on the Certificates relating to such Registered Notes.

The Notes are constituted by a Trust Deed (as amended and/or supplemented as at the date of issue of the Notes (the “**Issue Date**”) [and as supplemented by the Singapore Supplemental Trust Deed (as amended and/or supplemented as at the Issue Date) dated 9 November 2021]¹ and as further amended and/or supplemented from time to time, the “**Trust Deed**”) dated 9 November 2021 between CLI Treasury Limited (the “**Issuer**”), CapitaLand Investment Limited (the “**Guarantor**”) and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions of the Notes (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below.

An Agency Agreement (as amended and/or supplemented as at the Issue Date and as further amended and/or supplemented from time to time, the “**Agency Agreement**”) dated 9 November 2021 has been entered into in relation to the S\$6,000,000,000 Euro Medium Term Note Programme (the “**Programme**”) between the Issuer, the Guarantor, the Trustee, The Bank of New York Mellon, London Branch as initial issuing and paying agent and (where appointed as contemplated in the Agency Agreement) as calculation agent, in respect of each Series (as defined below) of Notes (other than a Series of Notes which are cleared or, as applicable, to be cleared through the Central Moneymarkets Unit Service (the “**CMU Service**”) operated by the Hong Kong Monetary Authority (such Notes, the “**CMU Notes**”) or through the computerised system (the “**CDP System**”) operated by The Central Depository (Pte) Limited (“**CDP**”) (such Notes, the “**CDP Notes**”), The Bank of New York Mellon, Hong Kong Branch as the CMU lodging and paying agent, (in respect of each Series of CMU Notes that are Registered Notes (as defined below)) as transfer agent and as registrar and (where appointed as contemplated in the Agency Agreement) as calculation agent in respect of each Series of CMU Notes, The Bank of New York Mellon, Singapore Branch as CDP issuing and paying agent, (in respect of each Series of CDP Notes that are Registered Notes) as transfer agent and as registrar, and (where appointed as contemplated in the Agency Agreement) as calculation agent in respect of each Series of CDP Notes, The Bank of New York Mellon SA/NV, Dublin Branch as registrar and transfer agent in respect of each Series of Registered Notes other than CMU Notes and CDP Notes and the other agents named in it.

The issuing and paying agent, the CMU lodging and paying agent, the CDP issuing and paying agent, the paying agents, the registrars, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Issuing and Paying Agent**”, the “**CMU Lodging and Paying Agent**”, the “**CDP Issuing and Paying Agent**”, the “**Paying Agents**” (which expression shall include the Issuing and Paying Agent, the CMU Lodging and Paying Agent and the CDP Issuing and Paying Agent), the “**Registrars**”, the “**Transfer Agents**” and the “**Calculation Agent(s)**”.

¹ Include for Notes governed by Singapore law.

For the purposes of these Conditions, all references to the “Issuing and Paying Agent” shall, (i) with respect to the CMU Notes, be deemed to be references to the CMU Lodging and Paying Agent; and (ii) with respect to the CDP Notes, be deemed to be references to the CDP Issuing and Paying Agent. Unless the context requires otherwise, all such references shall be construed accordingly. Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours (being between 9:00 a.m. and 3:00 p.m. of a business day in the city of the Trustee’s principal office or the relevant Agent’s specified office, as the case may be) at the principal office of the Trustee (being at the Issue Date at One Canada Square, London E14 5AL, United Kingdom) and at the specified offices of the Paying Agents following prior written request and proof of holding and identity satisfactory to the Trustee or, as the case may be, the relevant Paying Agent.

All references to the “**Agents**” shall mean the Issuing and Paying Agent, the other Paying Agents, the Calculation Agent(s) (as appointed under the Agency Agreement), the CMU Lodging and Paying Agent, the CDP Issuing and Paying Agent, the Registrar(s), the Transfer Agent(s) or any of them and shall include such other Agent or Agents as may be appointed from time to time under the Agency Agreement, and in each case acting solely through their respective specified offices.

Notes may be denominated in Singapore dollars (“**Singapore Dollar Notes**”) or in other currencies (“**Non-Singapore Dollar Notes**”). The Noteholders, the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

Notes to be held in and cleared through CDP are issued with the benefit of a CDP Deed of Covenant dated 9 November 2021 executed by the Issuer by way of deed poll (the “**CDP Deed of Covenant**”).

As used in these Conditions, “**Tranche**” means Notes which are identical in all respects, and a “**Series**” means Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Trust Deed and the relevant Pricing Supplement. References in these Conditions to “**Notes**” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

1 FORM, DENOMINATION AND TITLE

- (a) **Form:** The Notes are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”) in each case in the Specified Denomination(s) shown hereon.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

All Registered Notes shall have the same Specified Denomination. Unless otherwise permitted by the then current laws and regulations, Notes which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 will have a minimum denomination of £100,000 (or its equivalent in other currencies).

- (b) **Title:** Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. 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 ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and shall be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) (other than the endorsed form of transfer) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes. References in these Conditions to "**Coupons**", "**Talons**", "**Couponholders**", "**Receipts**" and "**Receiptholders**" relate to Bearer Notes only.

*For so long as any of the Notes are represented by a Global Note or a Global Certificate held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream**"), or a sub-custodian for the CMU Service or CDP, each person (other than Euroclear or Clearstream or the CMU Service or CDP) who is for the time being shown in the records of Euroclear, Clearstream, the CMU Service or CDP as the holder of a particular principal amount of such Notes (in which regard any certificate, notification, statement or other document issued by Euroclear, Clearstream, the CMU Service or CDP as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated by the Issuer, the Trustee and the Agents 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 Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Trustee and any Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note or Global Certificate. The expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.*

*Notwithstanding the above, if a Note (whether in global or definitive form) is held through the CMU Service, payment that is made in respect of such Note shall be made to the person(s) for whose account(s) interests in such Note are credited as being held with the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU Service in a relevant CMU Issue Position Report or any other relevant notification by the CMU Service (which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the principal amount of any Note credited to its account) (“**CMU Accountholders**”) and such payments shall discharge the obligation of the Issuer in respect of that payment under such Note. In addition, these Conditions are modified by certain provisions contained in the Global Note or the Global Certificate (as the case may be).*

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 of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.
- (b) **Transfer of Registered Notes:** Subject to the terms of the Agency Agreement and Condition 2(f), 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 the relevant Transfer Agent may require. 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 Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of 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, or by the Registrar, with the prior approval of the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder following prior written request and proof of holding and identity satisfactory to the Registrar.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of an Issuer’s or Noteholders’ option in respect of, or a partial redemption 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. 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 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 Conditions 2(b) or 2(c) shall be available for delivery within five business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 6(e)) and surrender of the Certificate for transfer, exercise or redemption. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise 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, Exercise 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 relevant Transfer Agent or the Registrar 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 public holiday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (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 Registrar or the Transfer Agents, but upon payment by the relevant Noteholder of any tax or other governmental charges that may be imposed in relation to it.
- (f) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered:
- (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note;
 - (ii) during the period of 15 days prior to any date on which the Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d);
 - (iii) after any such Note has been called for redemption; or
 - (iv) during the period of seven days ending on (and including) any Record Date (as defined in Condition 7(b)(ii)).

3 GUARANTEE AND STATUS

- (a) **Guarantee:** The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Notes, the Receipts and the Coupons relating to them. Its obligations in that respect (the “**Guarantee**”) are contained in the Trust Deed.
- (b) **Status of Notes and Guarantee:** The Notes and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Receipts and Coupons relating to them and of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer and the Guarantor respectively, present and future.

4 NEGATIVE PLEDGE

So long as any Note remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor will create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("**Security**") upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any International Investment Securities issued by the Issuer or the Guarantor or to secure any guarantee or indemnity provided by the Issuer or the Guarantor of, or in respect of, any International Investment Securities unless, at the same time or prior thereto, the Issuer's obligations under the Notes, the Receipts, the Coupons and the Trust Deed or, as the case may be, the Guarantor's obligations under the Guarantee:

- (a) are secured equally and rateably therewith to the satisfaction of the Trustee; or
- (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Noteholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

For the purposes of these Conditions, "**International Investment Securities**" means any present or future indebtedness in the form of, or represented by, bonds, debentures, notes or other debt securities which are for the time being, or are intended to be, or are capable of being quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market, having an original maturity of more than 365 days from its date of issue.

Nothing in this Condition 4:

- (i) shall extend to any Security of the Issuer or the Guarantor existing as at the Issue Date;
- (ii) shall prohibit or restrict the creation by the Issuer or the Guarantor of any Security upon any property or assets acquired, purchased or owned or to be acquired, purchased or owned by the Issuer, the Guarantor or any of their respective Subsidiaries for the purpose of securing the payment of any sum due in respect of the International Investment Securities or any payment under any guarantee of, or indemnity or other like obligation relating to the International Investment Securities, the proceeds of which are to be applied towards financing or refinancing the cost of the acquisition, purchase, development, construction, redevelopment and ownership of such property or assets (including, without limitation, the equipping, alteration or improvement of such property or assets following their redevelopment, development or construction) provided that the Security in respect of any such refinancing undertaken by the Issuer or the Guarantor is (A) created or effected no later than six months after such acquisition, purchase, development, construction or redevelopment, as applicable, and the Security is limited to the property or assets acquired, purchased, developed, constructed or redeveloped, or (B) is created or effected only in respect of a refinancing of existing secured indebtedness; or
- (iii) shall prohibit or restrict the Issuer or the Guarantor from securing any indebtedness evidenced by International Investment Securities existing on (A) any property or asset of any entity at the time the Issuer, the Guarantor or any one of their respective Subsidiaries acquires such entity after the Issue Date or (B) any property or asset at the time it is acquired by the Issuer, the Guarantor or any one of their respective Subsidiaries after the Issue Date provided that, in each case:
 - (x) such Security shall not have been created in contemplation of or in connection with such acquisition; and
 - (y) the principal amount or maturity of such indebtedness is not increased.

For the purposes of these Conditions:

“**Group**” means the Guarantor and its Subsidiaries; and

“**Subsidiary**” has the meaning ascribed to “subsidiary” in Section 5 of the Companies Act, Chapter 50 of Singapore.

5 INTEREST AND OTHER CALCULATIONS

The amount payable in respect of the aggregate principal amount of Notes represented by a Global Certificate or a Global Note (as the case may be) shall be made in accordance with the methods of calculation provided for in the Conditions and the applicable Pricing Supplement, save that the calculation is made in respect of the total aggregate amount of the Notes represented by a Global Certificate or a Global Note (as the case may be), together with such other sums and additional amounts (if any) as may be payable under the Conditions.

- (a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(i).
- (b) **Interest on Floating Rate Notes and Index Linked Interest Notes (for Non-Singapore Dollar Notes only):** This Condition 5(b) applies in respect of Floating Rate Notes and Index Linked Interest Notes which are Non-Singapore Dollar Notes:
- (i) *Interest Payment Dates:* Each Floating Rate Note and Index Linked Interest Note which is a Non-Singapore Dollar Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case interest will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(i). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Business Day Convention:* If any 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, then, if the Business Day Convention specified is:
- (A) the Floating Rate 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:
- (x) such date shall be brought forward to the immediately preceding Business Day; and
- (y) 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;

- (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;
 - (C) 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
 - (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Notes which are Non-Singapore Dollar Notes:* The Rate of Interest in respect of Floating Rate Notes which are Non-Singapore Dollar Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this Condition 5(b)(iii)(A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified hereon;
- (y) the Designated Maturity is a period specified hereon; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this Condition 5(b)(iii)(A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being SOFR Benchmark

- (x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:
 - (1) the offered quotation; or
 - (2) the arithmetic mean (rounded up, if necessary, to the nearest 5 decimal places) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11:00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided hereon;

- (y) if the Relevant Screen Page is not available, or if sub-paragraph (x)(1) of Condition 5(b)(iii)(B) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) of Condition 5(b)(iii)(B) applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer (or an Independent Adviser (as defined below in this Condition 5(b)) appointed by it) shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Issuer (or the Independent Adviser appointed by it) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11:00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as notified by the Issuer to, and as determined by, the Calculation Agent; and
- (z) if sub-paragraph (y) of Condition 5(b)(iii)(B) applies and the Issuer (or the Independent Adviser appointed by it) determines that fewer than two Reference Banks are providing offered quotations, then, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Issuer (or the Independent Adviser appointed by it) by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11:00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone interbank market, as the case may be, or, if fewer than two of the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits

in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11:00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer (or the Independent Adviser appointed by it) it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(iii)(B), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (C) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SOFR Benchmark

Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined where the Reference Rate is SOFR Benchmark, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus the Margin (if any) in accordance with Condition 5(h), all as determined by the Calculation Agent on the relevant Interest Determination Date.

The “**SOFR Benchmark**” will be determined based on Compounded Daily SOFR or SOFR Index, as follows (subject in each case to Condition 5(m)):

- (x) If Compounded Daily SOFR (“**Compounded Daily SOFR**”) is specified hereon as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Accrual Period (where SOFR Lookback is specified as applicable hereon to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable hereon to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent in accordance with one of the formulas referenced below depending upon which is specified as applicable in the applicable Pricing Supplement:

- (I) SOFR Lookback:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_{i \rightarrow USBD} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”);

“**Lookback Days**” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i); and

“**SOFR_{i-xUSBD}**” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i).

(II) SOFR Observation Shift:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**d**” means the number of calendar days in the relevant SOFR Observation Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

“**i**” means a series of whole numbers ascending from one to d_o , representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a “**U.S. Government Securities Business Day(i)**”);

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i);

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

“**SOFR Observation Period**” means, in respect of an Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period; and

“**SOFR Observation Shift Days**” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement).

(III) SOFR Payment Delay:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to d_o , representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”);

“Interest Payment Date”, if this Condition 5(b)(iii)(C)(x)(III) applies, shall be the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Accrual Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

“Interest Payment Delay Days” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

“ n_i ”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day; and

“SOFR _{i} ” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i).

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Accrual Period where SOFR Payment Delay is specified hereon, the SOFR reference rate for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(IV) SOFR Lockout:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“SOFR _{i} ” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i), except that the SOFR for any U.S. Government Securities Business Day(i) in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Period Date for such Interest Accrual Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

“d” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”); and

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day.

The following defined terms shall have the meanings set out below for purpose of this Condition 5(b)(iii)(C)(x):

“**Bloomberg Screen SOFRRATE Page**” means the Bloomberg screen designated “SOFRRATE” or any successor page or service;

“**Reuters Page USDSOFR=**” means the Reuters page designated “USDSOFR=” or any successor page or service;

“**SOFR**” means, in respect of a U.S. Government Securities Business Day, the reference rate determined by the Calculation Agent in accordance with the following provision:

- (i) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator’s Website;
- (ii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator’s Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; or
- (iii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5(m)(ii) shall apply as specified hereon;

“**SOFR Rate Cut-Off Date**” means the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the end of the relevant Interest Accrual Period, the Maturity Date or the relevant Optional Redemption Date, as applicable; and

“SOFR Determination Time” means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

- (y) If SOFR Index (**“SOFR Index”**) is specified as applicable hereon, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent as follows:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“SOFR Index” means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator’s Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

- (I) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the **“SOFR Index”** shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SOFR formula described above in Condition 5(b)(iii)(C)(x)(II) **“SOFR Observation Shift”**, and the term **“SOFR Observation Shift Days”** shall mean five U.S. Government Securities Business Days; or
- (II) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5(m)(ii) shall apply;

“SOFR Index_{End}” means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the Interest Period Date for such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date);

“SOFR Index_{Start}” means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the first day of such Interest Accrual Period;

“SOFR Index Determination Time” means, in respect of a U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

“SOFR Observation Period” means, in respect of an Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

“SOFR Observation Shift Days” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement); and

“ d_c ” means the number of calendar days in the applicable SOFR Observation Period.

The following defined terms shall have the meanings set out below for purpose of this Condition 5(b)(iii)(C)(y):

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, where SOFR Benchmark is specified hereon as the Reference Rate and where Simple SOFR Average is specified as applicable hereon or where SOFR Observation Shift is specified in the applicable Pricing Supplement to determine Compounded Daily SOFR or where SOFR Index is specified as applicable hereon, the fifth U.S. Government Securities Business Day prior to the last day of each Interest Accrual Period;

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, or any successor source;

“SOFR Benchmark Replacement Date” means the date of occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark;

“SOFR Benchmark Transition Event” means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark; and

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (iv) *Rate of Interest for Index Linked Interest Notes which are Non-Singapore Dollar Notes*: The Rate of Interest in respect of Index Linked Interest Notes which are Non-Singapore Dollar Notes for each Interest Accrual Period shall be determined in the manner specified hereon and interest will accrue by reference to an Index or Formula as specified hereon.
 - (v) *Independent Adviser*: For the purposes of this Condition 5(b) and Condition 5(c), “**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise (which shall not be the Calculation Agent) appointed by (and at the expense of) the Issuer for the purposes of this Condition 5(b) or Condition 5(c) and notified in writing by the Issuer to the Calculation Agent and the Trustee.
- (c) **Interest on Floating Rate Notes and Index Linked Interest Notes (for Singapore Dollar Notes only)**: This Condition 5(c) applies in respect of Floating Rate Notes and Index Linked Interest Notes which are Singapore Dollar Notes:
- (i) *Interest Payment Dates*: Each Floating Rate Note or Index Linked Interest Note which is a Singapore Dollar Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period specified hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
 - (ii) *Business Day Convention*: If any 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, then if the Business Day Convention specified is:
 - (A) the Floating Rate Business Day 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:
 - (x) such date shall be brought forward to the immediately preceding Business Day; and
 - (y) 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;
 - (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;
 - (C) 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
 - (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

- (iii) *Rate of Interest for Floating Rate Notes which are Singapore Dollar Notes:* Each Floating Rate Note which is a Singapore Dollar Note bears interest at a floating rate determined by reference to the Reference Rate as stated hereon, including the Swap Rate (in which case such Note will be a Swap Rate Note). A “**Swap Rate Note**” means a Note which bears interest calculated in the manner set out in Condition 5(c)(iv)(B) below.
- (iv) *Determination of Rate of Interest:* The Rate of Interest payable from time to time in respect of each Floating Rate Note which is a Singapore Dollar Note will be determined by the Calculation Agent on the basis of the following provisions:
- (A) In the case of Floating Rate Notes where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, and such Reference Rate is specified as being SIBOR, the Calculation Agent will determine the Rate of Interest in respect of any Interest Accrual Period at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period as follows:
- (1) the Calculation Agent will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Accrual Period, determine the Rate of Interest for such Interest Accrual Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Interest Accrual 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 the column headed “SGD SIBOR” (or such other Relevant Screen Page);
 - (2) if no such rate appears on Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof or, if no rate appears, on such other Relevant Screen Page) or if Reuters Screen ABSIRFIX01 (or such other replacement page thereof or such other Relevant Screen Page) is unavailable for any reason, the Calculation Agent will determine the Rate of Interest for such Interest Accrual 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 1/16 per cent.) for a period equal to the duration of such Interest Accrual Period published by a recognised industry body where such rate is widely used, which is selected and notified by the Issuer (or an Independent Adviser appointed by it) to the Calculation Agent after taking into account the industry practice at that time, or by such other relevant authority as the Issuer (or the Independent Adviser appointed by it) may select and advise in writing to the Calculation Agent and the Trustee;
 - (3) if on any Interest Determination Date such Calculation Agent is otherwise unable to determine the Rate of Interest under sub-paragraphs (1) and (2) above, the Issuer (or an Independent Adviser appointed by it) will request the principal Singapore offices of each of the Reference Banks to provide the Issuer (or the Independent Adviser appointed by it) 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 inter-bank market for a period equivalent to the duration of such Interest Accrual Period commencing on such Interest Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating

Rate Notes and such rate shall be notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent. If three or more of the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of such offered quotations, as determined by the Calculation Agent;

- (4) if on any Interest Determination Date two but not all the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such quotations, the Rate of Interest for the relevant Interest Accrual Period shall be determined in accordance with sub-paragraph (3) of Condition 5(c)(iv)(A) on the basis of the quotations of those Reference Banks providing such quotations; and
- (5) if on any Interest Determination Date one only or none of the Reference Banks provides the Issuer (or the Independent Adviser appointed by it) with such quotations, the Rate of Interest for the relevant Interest Accrual Period shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the rates quoted (at the request of the Issuer (or the Independent Adviser appointed by it)) by the Reference Banks or those of them (being at least two in number) to the Issuer (or the Independent Adviser appointed by it) 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 Accrual Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Accrual Period by whatever means they determine to be most appropriate or if on such Interest Determination Date one only or none of the Reference Banks provides the Issuer (or the Independent Adviser appointed by it) with such quotation, the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) 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 notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent,

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(c)(iv)(A), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period);

- (B) In the case of Floating Rate Notes which are Swap Rate Notes:
- (1) the Calculation Agent will, at or about the Relevant Time on the relevant Interest Determination Date in respect of each Interest Accrual Period, determine the Rate of Interest for such Interest Accrual Period as being the rate which appears on Reuters Screen ABSIRFIX01 Page under the caption "SGD SOR rates as of 11:00 a.m. 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 Accrual Period;
 - (2) if on any Interest Determination Date, no such rate is quoted on Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) or Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Calculation Agent will determine the Rate of Interest for such Interest Accrual 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 1/16 per cent.)) for a period equal to the duration of such Interest Accrual Period published by a recognised industry body where such rate is widely used, which is selected and notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent after taking into account the industry practice at that time, or by such other relevant authority as the Issuer (or the Independent Adviser appointed by it) may select and advise in writing to the Calculation Agent and the Trustee; and
 - (3) if on any Interest Determination Date the Calculation Agent is otherwise unable to determine the Rate of Interest under sub-paragraphs (1) and (2) above, then the Rate of Interest shall be determined by the Calculation Agent to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to four decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Issuer (or the Independent Adviser appointed by it) at or about 11:00 a.m. (Singapore time) on the first business day following 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 Accrual Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Notes for such Interest Accrual Period by whatever means they determine to be most appropriate or, if on such day one only or none of the Reference Banks provides the Issuer (or the Independent Adviser appointed by it) with such quotation, the Rate of Interest for the relevant Interest Accrual Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to four decimal places) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about 11:00 a.m. (Singapore time) on such Interest Determination Date to the Issuer (or the Independent Adviser appointed by it) and such rate shall be notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent,

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (C) Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SORA Benchmark (“**SORA Notes**”):

For each Floating Rate Note where the Reference Rate is specified as being SORA Benchmark, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any) in accordance with Condition 5(h), all as determined by the Calculation Agent on the relevant Interest Determination Date.

The “**SORA Benchmark**” will be determined based on Compounded Daily SORA or SORA Index, as follows (subject in each case to Condition 5(m)(iii)):

- (x) If Compounded Daily SORA is specified in the applicable Pricing Supplement as the manner in which the SORA Benchmark will be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be Compounded Daily SORA (as defined below) plus or minus the Margin:
- (l) where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“ d_o ”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“ i ”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o , each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period (each a “**Singapore Business Day “ i ”**”);

“**Interest Determination Date**” means the Singapore Business Day immediately following the Rate Cut-off Date;

“ n_i ”, for any Singapore Business Day “ i ”, is the number of calendar days from and including such Singapore Business Day “ i ” up to but excluding the following Singapore Business Day;

“ p ” means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

“**Rate Cut-Off Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling “ p ” Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period;

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “ i ”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “**Relevant Screen Page**”) on the Singapore Business Day immediately following such Singapore Business Day “ i ”;

“**SORA_i**” means, in respect of any Singapore Business Day “ i ” falling in the relevant Interest Accrual Period:

- (a) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (b) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the “**Suspension Period SORA_i**”) (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA_i shall apply to each day falling in the relevant Suspension Period;

“SORA Reset Date” means, in relation to any Interest Accrual Period, each Singapore Business Day during such Interest Accrual Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Accrual Period; and

“Suspension Period” means, in relation to any Interest Accrual Period, the period from (and including) the date falling “p” Singapore Business Day prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Accrual Period.

- (II) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_{i-x_{SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“d” is the number of calendar days in the relevant Interest Accrual Period;

“d_o”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“i”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period (each a **“Singapore Business Day ‘i’”**);

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period;

“n_i”, for any Singapore Business Day “i”, is the number of calendar days from and including such Singapore Business Day “i” up to but excluding the following Singapore Business Day;

“Observation Period” means, for the relevant Interest Accrual Period, the period from, and including, the date falling “*p*” Singapore Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling “*p*” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling “*p*” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“*p*” means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

“Singapore Business Day” or **“SBD”** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“SORA” means, in respect of any Singapore Business Day “*i*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “Relevant Screen Page”) on the Singapore Business Day immediately following such Singapore Business Day “*i*”; and

“SORA_{*i-p SBD*}” means, in respect of any Singapore Business Day “*i*” falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling “*p*” Singapore Business Days prior to the relevant Singapore Business Day “*i*”.

- (III) where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Observation Period;

“**d_o**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to **d_o**, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period (each a “**Singapore Business Day “i”**”);

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from and including such Singapore Business Day “**i**” up to but excluding the following Singapore Business Day;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from, and including, the date falling “**p**” Singapore Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling “**p**” Singapore Business Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“**p**” means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “Relevant Screen Page”) on the Singapore Business Day immediately following such Singapore Business Day “**i**”; and

“**SORA_i**” means, in respect of any Singapore Business Day “**i**” falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

(IV) where “Payment Delay” is specified as the Observation Method in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d_o**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period (each a “**Singapore Business Day “i”**”);

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Interest Accrual Period, provided that the Interest Determination Date with respect to the final Interest Accrual Period will be the SORA Rate Cut-Off Date;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from and including such Singapore Business Day “**i**” up to but excluding the following Singapore Business Day;

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “**Relevant Screen Page**”) on the Singapore Business Day immediately following such day “**i**”;

“**SORA_i**” means, in respect of any Singapore Business Day falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day; and

“**SORA Rate Cut-Off Date**” means the date that is five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Maturity Date or the relevant redemption date, as applicable.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Accrual Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

- (y) For each Floating Rate Note where the Reference Rate is specified as being SORA Benchmark and determined based on SORA Index Average (“**SORA Index Average**”), the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1 \right) \times \left(\frac{365}{d_c} \right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

“**d_c**” means the number of calendar days from (and including) the SORA Index_{Start} to (but excluding) the SORA Index_{End};

“**Singapore Business Day**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA Index**” means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

- (l) if a SORA Index Cessation Event has not occurred, the “SORA Index Average” shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SORA formula described above in Condition 5(c)(iv)(C)(x)(III), and the Observation Period shall be

calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Interest Accrual Period that is used in the definition of SORA Index_{Start} as specified in the applicable Pricing Supplement; or

- (II) if a SORA Index Cessation Event has occurred, the provisions set forth in Condition 5(m)(iii) shall apply;

“SORA Index_{End}” means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Interest Period End Date relating to such Interest Accrual Period;

“SORA Index_{Start}” means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Accrual Period; and

“SORA Index Determination Time” means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

- (z) Subject to Condition 5(m)(iii), if by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following a day “*r*” or Singapore Business Day “*r*” (as applicable), SORA in respect of such day “*r*” or Singapore Business Day “*r*” (as applicable) has not been published and a Benchmark Event has not occurred, then SORA for that day “*r*” or Singapore Business Day “*r*” (as applicable) will be SORA as published in respect of the Singapore Business Day first preceding that day “*r*” or Singapore Business Day “*r*” (as applicable) for which SORA was published.
- (aa) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5(m)(iii), the Rate of Interest shall be:
 - (I) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or
 - (II) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such SORA Notes for the first Interest Accrual Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

- (bb) If the SORA Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SORA formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.
- (D) On the last day of each Interest Accrual Period, the Issuer will pay interest on each Floating Rate Note referred to under Condition 5(b) or this Condition 5(c), as applicable, to which such Interest Accrual Period relates at the Rate of Interest for such Interest Accrual Period.
- (E) If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than any of the Reference Rates referred to above in Condition 5(b) or this Condition 5(c), the Interest Rate in respect of such Notes will be determined as provided in the applicable Pricing Supplement.
- (v) *Rate of Interest for Index Linked Interest Notes:* The Rate of Interest in respect of Index Linked Interest Notes which are Singapore Dollar Notes for each Interest Accrual Period shall be determined in the manner specified hereon and interest will accrue by reference to an Index or Formula as specified hereon.
- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).
- (e) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified hereon.
- (f) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up principal amount of such Notes and otherwise as specified hereon.
- (g) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (h) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding:**
- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with this Condition 5 by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to Condition 5(h)(ii).

- (ii) If any Maximum Rate of Interest or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified):
 - (I) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);
 - (II) all figures shall be rounded to seven significant figures (with halves being rounded up); and
 - (III) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen.

For these purposes, “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

- (i) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (j) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents and any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to

Condition 5(b)(ii) or Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition 5 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount and the making of each determination or calculation by the Calculation Agent(s) shall be final and binding upon all parties.

- (k) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of Notes denominated in a currency other than Singapore dollars, euros or Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of Notes denominated in euros, a day on which the TARGET system is operating (a **“TARGET Business Day”**) and a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (iii) in the case of Notes denominated in Renminbi:
 - (A) if cleared through the CMU Service, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong; or
 - (B) if cleared through the CDP System, a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Singapore and Hong Kong; and
 - (C) if cleared through Euroclear Bank SA/NV (**“Euroclear”**) and Clearstream Banking S.A. (**“Clearstream”**), a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and Hong Kong; and/or
- (iv) in the case of Singapore Dollar Notes:
 - (A) if cleared through the CDP System, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and
 - (B) if cleared through Euroclear and Clearstream, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and Singapore; and/or

- (v) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres; and/or
- (vi) a day (other than a Saturday, Sunday or public holiday) on which the relevant clearing system is operating.

“CNY” and “Renminbi” means the lawful currency for the time being of the PRC.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual – ISDA**” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (v) if “**30E/360**” or “**Eurobond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

where:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case **D₂** will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

where:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30; and

- (vii) if “**Actual/Actual-ICMA**” is specified hereon,
- (I) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (II) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“**Determination Date**” means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s).

“**euros**” means the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community, as amended from time to time.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

“**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“**Interest Amount**” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

“Interest Commencement Date” means the Issue Date or such other date as may be specified hereon.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Pricing Supplement or, if none is so specified:

- (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or Renminbi;
- (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro nor Renminbi;
- (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro;
- (iv) (where SOFR Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) (A) (where “SOFR Lockout” is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the SOFR Rate Cut-Off Date and (B) (in all other circumstances) the fifth U.S. Government Securities Business Day (or as otherwise specified in the applicable Pricing Supplement) prior to the last day of each Interest Accrual Period; or
- (v) (where SORA Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) the meaning given to it in Conditions 5(c)(iv)(C)(x)(I), 5(c)(iv)(C)(x)(II), 5(c)(iv)(C)(x)(III) or 5(c)(iv)(C)(x)(IV), as applicable.

“Interest Period” means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date.

“Interest Period Date” means each Interest Payment Date unless otherwise specified hereon.

“ISDA Definitions” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“PRC” means the People’s Republic of China excluding the Hong Kong Special Administrative Region of the People’s Republic of China, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“Rate of Interest” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

“Reference Banks” means (i) in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market; (ii) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; and (iii) in the case of a determination of the relevant Reference Rate, SIBOR or Swap Rate, the principal Singapore office of three major banks in the Singapore inter-bank market, in each case selected by the Issuer and notified in writing to the Calculation Agent or as specified hereon.

“Reference Rate” means the rate specified as such hereon.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon or such other page, section, caption, column or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

“Relevant Time” means 11:00 a.m. (Singapore time) in the case of Notes where the Reference Rate is specified as being SIBOR, or 11:00 a.m. (London time) in the case of Swap Rate Notes.

“Singapore dollars” and **“S\$”** means the lawful currency for the time being of the Republic of Singapore.

“Specified Currency” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

“Sterling” and **“£”** means the lawful currency for the time being in the United Kingdom.

“TARGET System” means 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.

“U.S. dollars” means the lawful currency for the time being of the United States of America.

- (I) **Calculation Agents:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under these Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. No Calculation Agent appointed in respect of the Notes may resign its duties without a successor having been appointed as aforesaid, save that a Calculation Agent may resign without a successor having been so appointed if a Benchmark Event occurs.

(m) **Benchmark Discontinuation:**

(i) Benchmark Discontinuation (General)

Where the applicable Pricing Supplement specifies this Condition 5(m)(i) (Benchmark Discontinuation (General)) as applicable:

(A) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(m)(i)(B)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5(m)(i)(D)). In making such determination, the Independent Adviser appointed pursuant to this Condition 5(m)(i) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders, the Receiptholders or the Couponholders for any determination made by it pursuant to this Condition 5(m)(i).

If (1) the Issuer is unable to appoint an Independent Adviser; or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(m)(i) prior to the date falling 10 Business Days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(m)(i)(A).

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

(aa) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(m)(i)); or

(bb) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(m)(i)).

(C) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(D) Benchmark Adjustments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5(m)(i) and the Independent Adviser, determines (1) that amendments to these Conditions and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(m)(i)(E), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate in English signed by an Authorised Signatory of the Issuer pursuant to Condition 5(m)(i)(E), the Trustee and the Agents shall (at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending the Trust Deed and/or the Agency Agreement) (and the Trustee and the Agents shall not be liable to the Issuer, the Guarantor, any Noteholder or any other person for any consequences thereof), provided that the Trustee and the Agents shall not be obliged so to concur if in the opinion of the Trustee or the relevant Agent, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent in these Conditions, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 5(m)(i)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 5(m)(i), none of the Trustee or the Agents is obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5(m)(i) to which, in the sole opinion of the Trustee or that Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent, as the case may be, in the Trust Deed, the Agency Agreement and/or these Conditions, as the case may be.

Notwithstanding any other provision of this Condition 5(m)(i), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5(m)(i), the Calculation Agent shall notify the Issuer thereof as soon as reasonably practicable and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction or is otherwise unable to make such calculation or determination, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability to the Issuer, the Guarantor, Noteholders, Couponholders or any other person for not doing so.

(E) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(m)(i) will be notified promptly (in any event at least 10 business days prior to the relevant Interest Determination Date) by the Issuer to the Trustee and the Agents and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate in English signed by an Authorised Signatory of the Issuer:

- (aa) confirming (1) that a Benchmark Event has occurred, (2) the Successor Rate or, as the case may be, the Alternative Rate, (3) the applicable Adjustment Spread and (4) the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(m)(i); and
- (bb) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Trustee and the Agents shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof and none of them shall be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for so doing. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the relevant Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Agents and the Noteholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(m)(i)(A), 5(m)(i)(B), 5(m)(i)(C) and 5(m)(i)(D), the Original Reference Rate and the fallback provisions provided for in Condition 5(m)(i)(B) will continue to apply unless and until each of the Trustee and the Calculation Agent has been notified of the occurrence of the Benchmark Event, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5(m)(i)(E).

(G) Definitions

As used in this Condition 5(m)(i):

“Adjustment Spread” means either (1) a spread (which may be positive, negative or zero) or (2) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(aa) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body, or (if no such recommendation has been made, or in the case of an Alternative Rate);

(bb) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate, or (if the Independent Adviser determines that no such spread is customarily applied); or

(cc) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(m)(i)(B) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes.

“Benchmark Amendments” has the meaning given to it in Condition 5(m)(i)(D).

“Benchmark Event” means:

(i) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or

(ii) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

- (iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (vi) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above of this definition, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be; (b) in the case of sub-paragraph (iv) above of this definition, on the date of the prohibition of use of the Original Reference Rate; and (c) in the case of sub-paragraph (v) above of this definition, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

For the avoidance of doubt, none of the Trustee or the Agents shall have any responsibility for monitoring or determining whether or not a Benchmark Event has occurred or may occur.

“business day” means a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in the place of the specified office of the Calculation Agent.

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by (and at the expense of) the Issuer under Condition 5(m)(i)(A).

“Original Reference Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (bb) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(ii) Benchmark Discontinuation (SOFR)

This Condition 5(m)(ii) shall only apply to U.S. dollar-denominated Notes where so specified hereon.

Where the applicable Pricing Supplement specifies this Condition 5(m)(ii) (Benchmark Discontinuation (SOFR)) as applicable:

(A) Benchmark Replacement

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the-then current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(B) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time, and the Issuer shall deliver to the Trustee and the Agents a certificate signed by an Authorised Signatory of the Issuer:

- (i) confirming that (1) a Benchmark Event has occurred and (2) the Benchmark Replacement, in each case as determined in accordance with the provisions of this Condition 5(m)(ii); and
- (ii) certifying that the Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement.

For the avoidance of doubt, the Trustee and the Agents shall, upon receipt of such certificate and (subject to the immediately succeeding paragraph) at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5(m)(ii). Noteholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee or any of the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable to

the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

No such determination, decision or election shall be binding on the Trustee and the Agents and none of the Trustee and the Agents shall be obliged to concur in any consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5(m)(ii) if in the opinion of the Trustee or the relevant Agent (as the case may be) it would impose more onerous obligations upon the Trustee or, as the case may be, the relevant Agent or expose the Trustee or, as the case may be, the relevant Agent to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or, as the case may be, the relevant Agent in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) (as the case may be) or if they impact the operational feasibility of the Agents in any way.

(C) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5(m)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (i) will be conclusive and binding absent manifest error, (ii) will be made in the sole discretion of the Issuer or its designee, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(D) The following defined terms shall have the meanings set out below for purpose of this Condition 5(m)(ii):

“Benchmark” means, initially, the relevant SOFR Benchmark specified hereon; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then **“Benchmark”** means the applicable Benchmark Replacement;

“Benchmark Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (aa) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (bb) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (cc) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(aa) the sum of:

- (1) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and
- (2) the Benchmark Replacement Adjustment;

(bb) the sum of:

- (1) the ISDA Fallback Rate; and
- (2) the Benchmark Replacement Adjustment; or

(cc) the sum of:

- (1) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Notes at such time; and
- (2) the Benchmark Replacement Adjustment;

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (aa) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (bb) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (cc) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated Floating Rate Notes at such time;

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (aa) in the case of sub-paragraph (aa) or (bb) of the definition of “Benchmark Event”, the later of:
 - (1) the date of the public statement or publication of information referenced therein; and
 - (2) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (bb) in the case of sub-paragraph (cc) of the definition of “Benchmark Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

“designee” means a designee as selected and separately appointed by the Issuer in writing;

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“ISDA Fallback Adjustment” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Simple SOFR Average or Compounded Daily SOFR is specified as applicable hereon) or SOFR Index Determination Time (where SOFR Index is specified as applicable hereon), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) Benchmark Discontinuation (SORA)

This Condition 5(m)(iii) shall only apply to Singapore dollar-denominated Notes where so specified in the applicable Pricing Supplement.

Where the applicable Pricing Supplement specifies this Condition 5(m)(iii) (Benchmark Discontinuation (SORA)) as applicable:

(A) Independent Adviser

Notwithstanding the provisions above in this Condition 5, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 5(m)(iii)(B)) and an Adjustment Spread, if any (in accordance with Condition 5(m)(iii)(C)), and any Benchmark Amendments (in accordance with Condition

5(m)(iii)(D)) by ten Singapore Business Days (as defined below) prior to the relevant Interest Determination Date. An Independent Adviser appointed pursuant to this Condition 5(m)(iii)(A) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Issuing and Paying Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5(m)(iii)(A). For the purposes of this Condition 5(m)(iii), “**Singapore Business Day**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore.

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement by ten Singapore Business Days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 5(m)(iii)(B)) and an Adjustment Spread if any (in accordance with Condition 5(m)(iii)(C)) and any Benchmark Amendments (in accordance with Condition 5(m)(iii)(D)).

If the Issuer is unable to determine the Benchmark Replacement by ten Singapore Business Days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 5(m)(iii)(A).

(B) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) shall (subject to adjustment as provided in Condition 5(m)(iii)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(m)(iii)).

(C) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines (1) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (2) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(D) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines (1) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(m)(iii)(E), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate in English signed by an Authorised Signatory of the Issuer pursuant to Condition 5(m)(iii)(E), the Trustee and the Agents shall (at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending the Trust Deed and/or the Agency Agreement), and the Trustee and the Agents shall not be liable to the Issuer, the Guarantor, any Noteholder or any other person for any consequences thereof, provided that the Trustee and the Agents shall not be obliged so to concur if in the opinion of the Trustee or the relevant Agent, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent in these Conditions, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

For the avoidance of doubt, the Trustee and the Agents shall, at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(m)(iii)(D) provided that the Trustee and the Agents shall not be obliged to so concur if in the opinion of the Trustee or the relevant Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee and the Agents in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) or if they impact the operational feasibility of the Agents in any way. Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required).

In connection with any such variation in accordance Condition 5(m)(iii)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(E) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(m)(iii) will be notified promptly and at least ten Singapore Business Days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Agents and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by one Director (who is also an Authorised Signatory of the Issuer) or one other Authorised Signatory of the Issuer:

- (aa) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement and, (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5(m)(iii); and
- (bb) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee and the Agents shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof and none of them shall be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for so doing. The Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee the Agents and the Noteholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(m)(iii)(A), 5(m)(iii)(B), 5(m)(iii)(C) and 5(m)(iii)(D), the Original Reference Rate and the fallback provisions provided for in Condition 5(m)(iii) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5(m)(iii)(E).

(G) Definitions

As used in this Condition 5(m)(iii):

“Adjustment Spread” means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(aa) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(bb) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

(cc) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes;

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines in accordance with Condition 5(m)(iii)(B) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds);

“Benchmark Amendments” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period”, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines that adoption of any

portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines is reasonably necessary);

“Benchmark Event” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (b) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or
- (e) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or
- (f) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event shall be deemed to occur:

- (1) in the case of paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (2) in the case of paragraph (d) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and
- (3) in the case of paragraph (f) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

For the avoidance of doubt, none of the Trustee or the Agents shall have any responsibility for monitoring or determining whether or not a Benchmark Event has occurred or may occur and none of them shall be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for not doing so.

“Benchmark Replacement” means the Interpolated Benchmark, provided that if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then “Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be):

- (aa) Term SORA;
- (bb) Compounded SORA;
- (cc) the Successor Rate;
- (dd) the ISDA Fallback Rate (including Fallback Rate (SOR)); and
- (ee) the Alternative Rate

“Compounded SORA” means the compounded average of SORAs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrears with the selected mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) in accordance with:

- (aa) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Nominating Body for determining Compounded SORA;

provided that if, and to the extent that, the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) determines that Compounded SORA cannot be determined in accordance with paragraph (a) above of this definition of “Compounded SORA”, then:

- (bb) the rate, or methodology for this rate, and conventions for this rate that have been selected by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) giving due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes at such time.

Notwithstanding the foregoing, Compounded SORA will include a selected mechanism as specified in the applicable Pricing Supplement to determine the interest amount payable prior to the end of each Interest Period;

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

“Fallback Rate (SOR)” has the meaning ascribed to it in the 2006 ISDA Definitions as amended and supplemented by Supplement number 70, published on 23 October 2020.

“Independent Adviser” means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 5(m)(iii)(A);

“Interpolated Benchmark” with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (2) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“ISDA Fallback Adjustment” means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

“ISDA Fallback Rate” means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Original Reference Rate” means, initially, Swap Offer Rate or SORA, as the case may be (being the originally-specified reference rate of applicable tenor used to determine the Rate of Interest) or any component part thereof, including the relevant USD London Interbank Offered Rate, provided that if a Benchmark Event has occurred with respect to Swap Offer Rate or SORA, as the case may be, or the then-current Original Reference Rate, then “Original Reference Rate” means the applicable Benchmark Replacement;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

(aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (bb) any working group or committee sponsored by, chaired or co- chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

“**SORA**” or “**Singapore Overnight Rate Average**” with respect to any Business Day means a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Business Day immediately following such Business Day;

“**Successor Rate**” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor; and

“**Term SORA**” means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been selected or recommended by the Relevant Nominating Body, or as determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(m)(iii)(A)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes.

6 REDEMPTION, PURCHASE AND OPTIONS

(a) Redemption by Instalments and Final Redemption:

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 6, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding principal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the principal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (ii) Unless previously redeemed, purchased and cancelled as provided in this Condition 6, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its principal amount) or, in the case of a Note falling within Condition 6(a)(i), its final Instalment Amount.

(b) **Early Redemption:**

(i) *Zero Coupon Notes:*

- (I) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (II) Subject to the provisions of Condition 6(b)(i)(C), the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (III) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in Condition 6(b)(i)(B), except that Condition 6(b)(i)(B) shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this Condition 6(b)(i)(C) shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(d). Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in Condition 6(b)(i)), upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified hereon.

(c) **Redemption for Taxation Reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note) or at any time (if this Note is neither a Floating Rate Note nor an Index Linked Note), on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders in accordance with Condition 16 and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, at their Early Redemption Amount (as described in Condition 6(b)) (together with interest accrued to but excluding the date fixed for redemption but unpaid), if:

- (i) the Issuer (or if the Guarantee was called, the Guarantor) satisfies the Trustee immediately before the giving of such notice that it has or will become obliged to pay additional amounts as described under Condition 8 as a result of any change

in, or amendment to, the laws (or regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or, in each case, any authority thereof or therein having power to tax (or any taxing authority of any taxing jurisdiction to which the Issuer or the Guarantor, as the case may be, is or has become subject), or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, including (without limitation) where the Notes do or will not qualify or cease to qualify as “**qualifying debt securities**” for the purposes of the Income Tax Act, Chapter 134 of Singapore, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and

- (ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) 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 the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Notes (or Guarantee, as the case may be) then due. Prior to the publication of any notice of redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Trustee a certificate in English signed by two Authorised Signatories of the Issuer stating that the obligation referred to in (i) above of this Condition 6(c) cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it. The Trustee shall be entitled, without further enquiry and without liability to any Noteholder, any Couponholder or any other person, to accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) above of this Condition 6(c), in which event it shall be conclusive and binding on the Noteholders and Couponholders.

- (d) **Redemption at the Option of the Issuer:** If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) in accordance with Condition 16 and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar, redeem all or, if so provided, some of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to but excluding the date fixed for redemption but unpaid. Any such redemption or exercise must relate to Notes of a principal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 6(d).

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the principal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as determined by the Issuer and notified in writing to the Trustee, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

- (e) **Redemption at the Option of Noteholders:** If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to but excluding the date fixed for redemption but unpaid.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice (an "**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (f) **Redemption in the case of Minimal Outstanding Amount:** If Minimal Outstanding Amount Redemption Option is specified hereon, the Issuer may, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, redeem the Notes, in whole, but not in part, at their principal amount (together with interest accrued to but excluding the date fixed for redemption but unpaid) 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. All Notes shall be redeemed on the date specified in such notice in accordance with this Condition 6(f).
- (g) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 6(g) and the provisions specified hereon.
- (h) **Purchases:** Each of the Issuer, the Guarantor and their respective Subsidiaries may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (i) **Cancellation:** All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, the same shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Notes shall be discharged.

7 PAYMENTS AND TALONS

- (a) **Bearer Notes:** Payments of principal and interest in respect of Bearer Notes (other than those held in the CMU Service) shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relevant Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(ii)), as the case may be:
- (i) in the case of a currency other than Renminbi, by transfer to an account denominated in such currency with, a Bank; and
 - (ii) in the case of Renminbi, by transfer to a relevant account maintained by or on behalf of the Noteholder with a bank in Hong Kong. If a holder does not maintain a relevant account in respect of a payment to be made under the Notes, the Issuer reserves the right, in its sole discretion and upon such terms as it may determine, to make arrangements to pay such amount to that holder by another means, provided that the Issuer shall not have any obligation to make any such arrangements.

Payments of principal and interest in respect of Bearer Notes held in the CMU Service shall be made to the person(s) for whose account(s) interests in the relevant Bearer Note are credited as being held with the CMU Service in accordance with the CMU Rules (as defined in the Trust Deed) at the relevant time.

For the purpose of this Condition 7(a), “**relevant account**” means the Renminbi account maintained by or on behalf of the Noteholder with:

- (i) in the case of Notes cleared through the CMU Service; a bank in Hong Kong; or
- (ii) in the case of Notes cleared through the CDP System, a bank in Singapore or Hong Kong.

In this Condition 7(a) and in Condition 7(b), “**Bank**” means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) **Registered Notes:**

- (i) Payments of principal (which for the purposes of this Condition 7(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes (other than those held in the CMU Service) shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 7(b)(ii).

- (ii) Interest (which for the purpose of this Condition 7(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes (other than those held in the CMU Service) shall be paid to the person shown on the Register at the close of business (i) on the fifteenth day before the due date for payment thereof or (ii) in the case of Notes denominated in Renminbi, on the fifth day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made:
 - (I) in the case of a currency other than Renminbi, in the relevant currency by transfer to an account in the relevant currency maintained by the payee with a Bank; and
 - (II) in the case of Renminbi, by transfer to the registered account of the Noteholder. If a holder does not maintain a registered account in respect of a payment to be made under the Notes, the Issuer reserves the right, in its sole discretion and upon such terms as it may determine, to make arrangements to pay such amount to that holder by another means, provided that the Issuer shall not have any obligation to make any such arrangements.
- (iii) Payments of principal and interest in respect of Registered Notes held in the CMU Service shall be made to the person(s) for whose account(s) interests in the relevant Registered Notes are credited as being held with the CMU Service in accordance with the CMU Rules at the relevant time.

For the purposes of this Condition 7(b), “**registered account**” means the Renminbi account maintained by or on behalf of the Noteholder with:

- (i) in the case of Notes cleared through the CMU Service, a bank in Hong Kong; or
- (ii) in the case of Notes cleared through the CDP System, a bank in Singapore or Hong Kong,

details of which appear on the Register at the close of business on the fifth business day before the due date for payment.

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments subject to Fiscal Laws:** Save as provided in Condition 8, all payments will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws to which the Issuer or the Guarantor agrees to be subject and the Issuer or the Guarantor will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) **Appointment of Agents:** The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Issuing and Paying Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agents initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Issuing and Paying Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain:

- (i) an Issuing and Paying Agent;
- (ii) a Registrar in relation to Registered Notes;
- (iii) a Transfer Agent in relation to Registered Notes;
- (iv) a CMU Lodging and Paying Agent in relation to Notes accepted for clearance through the CMU Service;
- (v) a CDP Issuing and Paying Agent in relation to Notes cleared through the CDP System;
- (vi) one or more Calculation Agent(s) where these Conditions so require; and
- (vii) such other agents as may be required by any other stock exchange on which the Notes may be listed.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 7(c).

Notice of any such change or any change of any specified office shall promptly be given by the Issuer to the Noteholders.

(f) **Unmatured Coupons and Receipts and unexchanged Talons:**

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes), such Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmatured Coupons relating to such Note (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 Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (v) Where any Bearer Note that provides that the relevant unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity and/or security and/or pre-funding as the Issuer or the Issuing and Paying Agent may require.
 - (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent 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 9).
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this Condition 7(h), “**business day**” means a day (other than a Saturday, a Sunday or a public holiday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” hereon and:
- (i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
 - (ii) (in the case of a payment in euro) which is a TARGET Business Day; or

- (iii) (in the case of Renminbi cleared through the CMU Service) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong; or
 - (iv) (in the case of Renminbi cleared through the CDP System) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Singapore and Hong Kong.
- (i) **Renminbi fallback:** Notwithstanding any other provision in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, neither the Issuer nor the Guarantor, in their sole discretion, is able to satisfy payments of principal or interest in respect of Notes when due in Renminbi (in the case of Notes cleared through the CMU Service) in Hong Kong, or (in the case of Notes cleared through the CDP System) in Singapore, the Issuer or the Guarantor as the case may be, on giving not less than 10 nor more than 30 days' irrevocable notice to the Noteholders and the Paying Agent prior to the due date for the relevant payment, settle any such payment (in the case of Notes cleared through the CMU Service) in U.S. dollars, or (in the case of Notes cleared through the CDP System) in Singapore dollars, on the due date at, (in the case of Notes cleared through the CMU Service), the U.S. Dollar Equivalent or, (in the case of Notes cleared through the CDP System), the Singapore Dollar Equivalent of any such Renminbi denominated amount.

In such event, payment of the U.S. Dollar Equivalent or the Singapore Dollar Equivalent (as applicable) of the relevant amounts due under the Notes shall be made by:

- (i) in the case of Notes cleared through the CMU Service, in U.S. dollars by transfer to a U.S. dollar denominated account with a bank in New York City; or
- (ii) in the case of Notes cleared through the CDP System, transfer to a Singapore dollar denominated account maintained by the payee with a bank in Singapore.

In this Condition 7(i):

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange):

- (i) in the case of Notes cleared through the CMU Service, in Hong Kong, in Singapore and in New York City; or
- (ii) in the case of Notes cleared through the CDP System, in Singapore;

"Determination Date" means the day which:

- (i) in the case of Notes cleared through the CMU Service, is two Determination Business Days before the due date of the relevant amount under these Conditions; or
- (ii) in the case of Notes cleared through the CDP System, is seven Determination Business Days before the due date of the relevant amount under these Conditions;

“Governmental Authority” means:

- (i) in the case of Notes cleared through the CMU Service, any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong; or
- (ii) in the case of Notes cleared through the CDP System, the Monetary Authority of Singapore or any other governmental authority or any other entity (private or public) charged with the regulation of the financial markets of Singapore;

“Illiquidity” means:

- (i) in the case of Notes cleared through the CMU Service, the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer or the Guarantor cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal in respect of the Notes as determined by the Issuer or the Guarantor in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the Issuer; or
- (ii) in the case of Notes cleared through the CDP System, the general Renminbi exchange market in Singapore becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the Issuer;

“Inconvertibility” means the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer or the Guarantor to convert any amount due in respect of the Notes in the general Renminbi exchange market in, in the case of Notes cleared through the CMU Service, Hong Kong, or, in the case of Notes cleared through the CDP System, Singapore, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Non-transferability” means the occurrence of any event that makes it impossible for the Issuer or the Guarantor to transfer Renminbi between accounts:

- (i) in the case of Notes cleared through the CMU Service, inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation) in Hong Kong and in New York City; or
- (ii) in the case of Notes cleared through the CDP System, inside Singapore or from an account inside Singapore to an account outside Singapore and outside the PRC or from an account outside Singapore and outside the PRC to an account inside Singapore, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in:

- (i) in the case of Notes cleared through the CMU Service, Hong Kong; and
- (ii) in the case of Notes cleared through the CDP System, in Singapore;

“Singapore Dollar Equivalent” means the Renminbi amount converted into Singapore dollars using the relevant Spot Rate for the relevant Determination Date;

“Spot Rate” means:

- (i) in the case of Notes cleared through the CMU Service, the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF.

If such rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate; or

- (ii) in the case of Notes cleared through the CDP System, for a Determination Date, means the spot Renminbi/Singapore dollar exchange rate as determined by the Issuer at or around 11:00 a.m. (Singapore time) on such date in good faith and in a reasonable commercial manner, and if a spot rate is not readily available, the Issuer may determine the rate taking into consideration all available information which the Issuer deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in Singapore or elsewhere and the PRC domestic foreign exchange market in Singapore; and

“U.S. Dollar Equivalent” means the Renminbi amount converted into U.S. dollars using the relevant Spot Rate for the relevant Determination Date.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 7(i) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Agents and all Noteholders.

8 TAXATION

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes, the Receipts and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, in relation to Singapore Dollar Notes, the Issuer or, as the case may be, the Guarantor will not be obliged to pay any additional amounts in respect of any such withholding or deduction from payments in respect of such Singapore Dollar Notes for, or on account of, any such taxes or duties, and in relation to Non-Singapore Dollar Notes, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is (i) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Singapore other than the mere holding of the Note, Receipt or Coupon; or
- (b) **Presentation more than 30 days after the Relevant Date:** presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or the relevant Certificate), Receipt or Coupon being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to:

- (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it;
- (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it; and
- (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition 8 or any undertaking given in addition to or in substitution for it under the Trust Deed.

For the avoidance of doubt, neither the Trustee nor any Agent shall be responsible or liable for paying any tax, duty, charges, withholding or other payment referred to in these Conditions or for determining whether such amounts are payable or the amount thereof, and none of the Trustee or any of the Agents shall be responsible or liable for (A) determining whether the Issuer, the Guarantor or any Noteholder, Receiptholder or Couponholder is liable to pay any tax, duty, charges, withholding or other payment referred to in this Condition 8; or (B) determining the sufficiency or insufficiency of any amounts so paid. None of the Trustee or the Agents shall be responsible or liable for any failure of the Issuer, the Guarantor, any Noteholder, Receiptholder or Couponholder, or any other third party to pay such tax, duty, charges, withholding or other payment or to provide any notice or information to the Trustee or any Agent that would permit, enable or facilitate the payment of any principal, premium (if any), interest or other amount under or in respect of the Notes without deduction or withholding for or on account of any tax, duty, charges, withholding or other payment.

9 PRESCRIPTION

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or 5 years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 EVENTS OF DEFAULT

If any of the following events (each an “**Event of Default**”) occurs and is continuing, the Trustee at its discretion may, and if so requested in writing by holders of at least 25 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to first being indemnified and/or secured and/or pre-funded to its satisfaction), give written notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their principal amount together (if applicable) with accrued interest:

- (a) a default in the payment of any principal due in respect of the Notes is subsisting for a period of more than seven days; or
- (b) a default is subsisting for a period of 14 days or more in the payment of any interest due in respect of the Notes; or
- (c) the Issuer or the Guarantor does not perform or comply with one or more of its other obligations in the Notes or the Trust Deed which default is incapable of remedy or, if capable of remedy, is not remedied within 30 days after written notice of such default shall have been given to the Issuer or the Guarantor by the Trustee; or
- (d) the Issuer, the Guarantor or any Principal Subsidiary is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops payment of all or a material part of its debts (other than those contested in good faith and by appropriate proceedings), proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of its debts (or of any material part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of all or any material part of such debts or a moratorium is agreed or declared in respect of or affecting all or any material part of the debts of the Issuer, the Guarantor or any Principal Subsidiary; or

- (e) (i) any other present or future indebtedness of the Issuer, the Guarantor or any Principal Subsidiary for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer, the Guarantor or any Principal Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 9(e) have occurred equals or exceeds S\$100,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the Singapore dollar as quoted by any leading bank selected by the Issuer (and notified in writing to the Trustee) on the day on which such indebtedness becomes due and payable or is not paid or any such amount becomes due and payable or is not paid under any such guarantees or indemnity); or
- (f) a distress, attachment, execution or other legal process is levied, enforced or sued on or against any material part of the property, assets or revenues of the Issuer, the Guarantor or any Principal Subsidiary and is not discharged or stayed within 30 days; or
- (g) an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of the Issuer, the Guarantor or any Principal Subsidiary, or the Issuer, the Guarantor or any Principal Subsidiary ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Noteholders or (ii) in the case of a Principal Subsidiary, whereby the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Guarantor or any of its Subsidiaries; or
- (h) an encumbrancer takes possession or an administrative or other receiver or an administrator is appointed of the whole or any substantial part of the property, assets or revenues of the Issuer, the Guarantor or any Principal Subsidiary (as the case may be) and is not discharged within 30 days; or
- (i) it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of their respective obligations under any of the Notes or the Trust Deed or any consent or approval required to make the Issuer's or the Guarantor's obligations under the Notes or the Trust Deed legally binding and enforceable is not obtained, or any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order to ensure that those obligations are legally binding and enforceable and to make the Notes and the Trust Deed admissible in evidence in the courts of Singapore is not taken, fulfilled or done; or
- (j) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect; or
- (k) the Issuer ceases to be a Subsidiary owned, directly or indirectly, by the Guarantor; or
- (l) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of Conditions 10(a) to 10(k) (both inclusive).

“Principal Subsidiary” means:

- (a) any Subsidiary of the Guarantor whose total gross assets or (in the case of a Subsidiary which itself has subsidiaries) total consolidated gross assets, as shown by its latest audited balance sheet, are at least 20 per cent. of the amount which equals the amount included in the total consolidated gross assets of the Group as shown by the latest audited consolidated balance sheet of the Group, provided that:
 - (i) in the case of a corporation or other business entity becoming a Subsidiary after the end of the financial period to which the latest audited consolidated accounts of the Group relate, the reference to the then latest consolidated accounts of the Group for the purposes of the calculation above shall be deemed to be a reference to the then latest audited consolidated accounts of the Group compared against the total gross assets of such new Subsidiary;
 - (ii) if, at any relevant time in relation to the Guarantor or any Subsidiary which itself has Subsidiaries, no consolidated accounts are prepared and audited, total gross assets of the Guarantor and/or any such Subsidiary shall be determined on the basis of pro forma consolidated accounts prepared for this purpose by the Guarantor;
 - (iii) if, at any relevant time in relation to any Subsidiary, no accounts are audited, its total gross assets (consolidated, if appropriate) shall be determined on the basis of pro forma accounts (consolidated, if appropriate) of the relevant Subsidiary, prepared for this purpose by the Guarantor; and
 - (iv) if the accounts of any subsidiary (not being a Subsidiary referred to in proviso (i) of this definition) are not consolidated with those of the Guarantor, then the determination of whether or not such subsidiary is a Principal Subsidiary shall be based on a pro forma consolidation of its accounts (consolidated, if appropriate) with the consolidated accounts (determined on the basis of the foregoing) of the Guarantor, prepared for this purpose by the Guarantor; or
- (b) any Subsidiary of the Guarantor to which is transferred the whole or substantially the whole of the assets of a Subsidiary which immediately prior to such transfer was a Principal Subsidiary will be deemed to be a Principal Subsidiary, provided that the Principal Subsidiary which so transfers its assets shall forthwith upon such transfer cease to be a Principal Subsidiary and the Subsidiary to which the assets are so transferred shall become a Principal Subsidiary at the date on which the first accounts (consolidated, if appropriate) of the Guarantor (whether audited or unaudited) prepared as of a date later than such transfer are issued unless such Subsidiary would continue to be a Principal Subsidiary on the basis of such accounts.

For the purposes of these Conditions, the definition of **“Principal Subsidiary”** shall not include any Subsidiary which is listed on any stock exchange.

A certificate in English signed by two Authorised Signatories of the Guarantor listing those Subsidiaries of the Guarantor that as at the last day of the financial year of the Guarantor or as at the date specified in such certificate were Principal Subsidiaries shall, in the absence of manifest error, be conclusive.

11 MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including without limitation the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provisions of the Trust Deed or the Agency Agreement. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Trustee if requested in writing by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding and subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing more than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*:
- (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes;
 - (ii) to reduce or cancel the principal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes;
 - (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes;
 - (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum Rate of Interest and/or Maximum Rate of Interest;
 - (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount;
 - (vi) to vary the currency or currencies of payment or denomination of the Notes;
 - (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution; or
 - (viii) to modify or cancel the Guarantee,

in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes outstanding or passed by Electronic Consent (as defined in the Trust Deed) shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

The Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

- (b) **Modification and Waiver of the Trust Deed:** The Trustee may agree, without the consent of the Noteholders or Couponholders, to:
- (i) any modification of any of the provisions of the Trust Deed, the Agency Agreement and/or these Conditions that, in its opinion, is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable law or is required by Euroclear and/or Clearstream and/or CMU and/or CDP; and
 - (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Agency Agreement and/or these Conditions that is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders.

Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, unless the Trustee otherwise agrees, such modification, authorisation or waiver shall be notified by the Issuer to the Noteholders as soon as practicable.

- (c) **Substitution:** The Trust Deed contains provisions permitting (but not obliging) the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders or the Couponholders, to the substitution of the Issuer's successor in business or any Subsidiary of the Issuer or its successor in business or the substitution of the Guarantor's successor in business or any Subsidiary of the Guarantor or its successor in business in place of the Issuer or the Guarantor, as the case may be, or of any previous substituted company, as principal debtor or guarantor, as the case may be, under the Trust Deed and the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing the Notes, the Receipts, the Coupons, the Talons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.
- (d) **Entitlement of the Trustee:** In connection with the exercise of its functions, rights, powers and discretions (including but not limited to those referred to in this Condition 11), the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee, acting for and on behalf of the Noteholders, shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or the Guarantor or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

12 ENFORCEMENT

At any time after the Notes become immediately due and payable, the Trustee may, at its discretion and without further notice, take such steps and/or actions and/or institute such proceedings against the Issuer and/or the Guarantor (as the case may be) as it may think fit to enforce repayment thereof together with premium (if any) and accrued interest and any other moneys payable pursuant to the Trust Deed and the obligations of the Guarantor under the Trust Deed, but it need not take any such steps, actions and/or proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least 25 per cent. in principal amount of the Notes outstanding, and (b) it shall have first been indemnified and/or secured and/or prefunded to its satisfaction. No Noteholder, Couponholder or Receiptholder may 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.

13 INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor, any Subsidiary of the Issuer or the Guarantor and any entity related (directly or indirectly) to the Issuer or the Guarantor without accounting for any profit.

The Trustee may rely without liability to Noteholders, Couponholders or any other person on any report, confirmation or certificate from or any advice or opinion of any accountants, legal advisers, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation, certificate, advice or opinion, in which event such report, confirmation, certificate, advice or opinion shall be binding on the Issuer, the Guarantor, the Noteholders and the Couponholders.

14 REPLACEMENT OF NOTES, CERTIFICATES, RECEIPTS, COUPONS AND TALONS

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may include, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer, the Guarantor, the Issuing and Paying Agent and/or the Registrar may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15 FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders, Couponholders or Receiptholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date and the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 15 and forming a single series with the Notes. Any further securities consolidated and forming a single series with the outstanding securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides.

16 NOTICES

Notices to the holders of Registered Notes shall be in English and be 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 a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Singapore (which is expected to be *The Business Times* or, if any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Singapore). Notwithstanding the foregoing, so long as the Notes are listed on the SGX-ST, notices to the holders of the Notes will be valid if published on the website of the SGX-ST (www.sgx.com). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 16.

So long as the Notes are represented by a Global Note or a Global Certificate and such Global Note or Global Certificate is held in its entirety on behalf of Euroclear, Clearstream and/or the CMU Service and/or CDP, there may be substituted for such publication in such newspapers (i) the delivery of the relevant notice to Euroclear, Clearstream and/or the CMU Service and/or (subject to the agreement of CDP) CDP for communication by it to the Noteholders or (ii) in the case of CDP, the recorded delivery of the relevant notice to the persons shown in the latest record received from CDP as holding interests in such Global Note or Global Certificate, except that if the Notes are listed on any stock exchange and the rules of such stock exchange so require, notice will in any event be published in accordance with the preceding paragraphs. Any such notice shall be deemed to have been given to the Noteholders on the day on which the said notice was given to, as the case may be, Euroclear and/or Clearstream or the CMU Service or the date of despatch of such notice to the persons shows in the records maintained by CDP.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together 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 Registered Notes) or such other Agent as may be specified in these Conditions. Whilst the Notes are represented by a Global Note or a Global Certificate, such notice may be given by any Noteholder to the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent through, as the case may be, Euroclear and/or Clearstream or the CMU Service or CDP in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent and, as the case may be, Euroclear and/or Clearstream or the CMU Service or CDP may approve for this purpose.

Notwithstanding the other provisions of the Conditions, in any case where the identities and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

17 CURRENCY INDEMNITY

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or the Guarantor or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer, failing whom the Guarantor, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer, failing whom the Guarantor, shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition 17, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

18 RIGHTS OF THIRD PARTIES

No person shall have any right to enforce any term or condition of the Notes under the [Contracts (Rights of Third Parties) Act 1999]²/[Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore]³ but this shall not affect any right or remedy that exists or is available apart from such Act and is without prejudice to the rights of the Noteholders as set out in Condition 12.

19 GOVERNING LAW AND JURISDICTION

- (a) **Governing Law:** The Trust Deed [as supplemented by the Supplemental Trust Deed]³, the Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, [English]²/[Singapore]³ law.
- (b) **Jurisdiction:** The Courts of [England]²/[Singapore]³ are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons or the Guarantee and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons, Talons or the Guarantee (“**Proceedings**”) may be brought in such courts. Each of the Issuer and the Guarantor has in the Trust Deed irrevocably submitted to the non-exclusive jurisdiction of the courts of [England]²/[Singapore]³ and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) **[Service of Process:** Each of the Issuer and the Guarantor has in the Trust Deed appointed TMF Global Services (UK) Limited at its registered office at 8th Floor, 20 Farringdon Street, London EC4A 4AB as their agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not, it is forwarded to and received by the Issuer or the Guarantor). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, each of the Issuer and the Guarantor irrevocably agrees to forthwith appoint a substitute process agent and shall immediately notify the Trustee, and as soon as reasonably practicable, notify the Noteholders of such appointment (in accordance with Condition 16). Nothing herein shall affect the right to serve process in any manner permitted by law.]²

² Include for Notes governed by English law.

³ Include for Notes governed by Singapore law.

TERMS AND CONDITIONS OF THE PERPETUAL NOTES

The following is the text of the terms and conditions that, save for the words in italics and subject to completion and amendment (including, without limitation, to reflect the terms of any Series of Perpetual Notes and to reflect any changes required to the terms and conditions to reflect the proposed equity, tax or accounting treatment for the Perpetual Notes of such Series) and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, shall be applicable to the Perpetual Notes in definitive form (if any) issued in exchange for the Global Note(s) or the Global Certificate 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 Bearer Notes or on the Certificates relating to such Registered Perpetual Notes.

The Perpetual Notes are constituted by a Trust Deed (as amended and/or supplemented as at the date of issue of the Perpetual Notes (the “**Issue Date**”) [and as supplemented by the Singapore Supplemental Trust Deed (as amended and/or supplemented as at the Issue Date) dated 9 November 2021]¹ and as further amended and/or supplemented from time to time, the “**Trust Deed**”) dated 9 November 2021 between CLI Treasury Limited (the “**Issuer**”), CapitaLand Investment Limited (the “**Guarantor**”) and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions of the Perpetual Notes (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below.

An Agency Agreement (as amended and/or supplemented as at the Issue Date and as further amended and/or supplemented from time to time, the “**Agency Agreement**”) dated 9 November 2021 has been entered into in relation to the S\$6,000,000,000 Euro Medium Term Note Programme (the “**Programme**”) between the Issuer, the Guarantor, the Trustee, The Bank of New York Mellon, London Branch as initial issuing and paying agent and (where appointed as contemplated in the Agency Agreement) as calculation agent, in respect of each Series (as defined below) of Notes (other than a Series of Notes which are cleared or, as applicable, to be cleared through the Central Moneymarkets Unit Service (the “**CMU Service**”) operated by the Hong Kong Monetary Authority (such Notes, the “**CMU Notes**”) or through the computerised system (the “**CDP System**”) operated by The Central Depository (Pte) Limited (“**CDP**”) (such Notes, the “**CDP Notes**”), The Bank of New York Mellon, Hong Kong Branch as the CMU lodging and paying agent, (in respect of each Series of CMU Notes that are Registered Perpetual Notes (as defined below)) as transfer agent and as registrar and (where appointed as contemplated in the Agency Agreement) as calculation agent in respect of each Series of CMU Notes, The Bank of New York Mellon, Singapore Branch as CDP issuing and paying agent, (in respect of each Series of CDP Notes that are Registered Perpetual Notes) as transfer agent and as registrar, and (where appointed as contemplated in the Agency Agreement) as calculation agent in respect of each Series of CDP Notes, The Bank of New York Mellon SA/NV, Dublin Branch as registrar and transfer agent in respect of each Series of Registered Perpetual Notes other than CMU Notes and CDP Notes and the other agents named in it.

The issuing and paying agent, the CMU lodging and paying agent, the CDP issuing and paying agent, the paying agents, the registrars, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Issuing and Paying Agent**”, the “**CMU Lodging and Paying Agent**”, the “**CDP Issuing and Paying Agent**”, the “**Paying Agents**” (which expression shall include the Issuing and Paying Agent, the CMU Lodging and Paying Agent and the CDP Issuing and Paying Agent), the “**Registrars**”, the “**Transfer Agents**” and the “**Calculation Agent(s)**”.

¹ Include for Notes governed by Singapore law.

For the purposes of these Conditions, all references to the “Issuing and Paying Agent” shall, (i) with respect to the CMU Notes, be deemed to be references to the CMU Lodging and Paying Agent; and (ii) with respect to the CDP Notes, be deemed to be references to the CDP Issuing and Paying Agent. Unless the context requires otherwise, all such references shall be construed accordingly.

All references to the “**Agents**” shall mean the Issuing and Paying Agent, the other Paying Agents, the Calculation Agent(s) (as appointed under the Agency Agreement), the CMU Lodging and Paying Agent, the CDP Issuing and Paying Agent, the Registrar(s), the Transfer Agent(s) or any of them and shall include such other Agent or Agents as may be appointed from time to time under the Agency Agreement, and in each case acting solely through their respective specified offices.

Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours (being between 9:00 a.m. and 3:00 p.m. of a business day in the city of the Trustee’s principal office or the relevant Agent’s specified office, as the case may be) at the principal office of the Trustee (being at the Issue Date at One Canada Square, London E14 5AL, United Kingdom) and at the specified offices of the Paying Agents following prior written request and proof of holding and identity satisfactory to the Trustee or, as the case may be, the relevant Paying Agent.

Perpetual Notes may be denominated in Singapore dollars (“**Singapore Dollar Perpetual Notes**”) or in other currencies (“**Non-Singapore Dollar Perpetual Notes**”). The Noteholders, the holders of the Distribution coupons (the “**Coupons**”) relating to Perpetual Notes in bearer form and, where applicable in the case of such Perpetual Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) relating to Perpetual Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

Perpetual Notes to be held in and cleared through CDP are issued with the benefit of a CDP Deed of Covenant dated 9 November 2021 executed by the Issuer by way of deed poll (the “**CDP Deed of Covenant**”).

As used in these Conditions, “**Tranche**” means Notes which are identical in all respects, and a “**Series**” means Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of distribution and their issue price) have identical terms on issue and are expressed to have the same series number.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Trust Deed and the relevant Pricing Supplement. References in these Conditions to “**Perpetual Notes**” are to the Perpetual Notes of one Series only, not to all Perpetual Notes that may be issued under the Programme.

1 FORM, DENOMINATION AND TITLE

- (a) **Form:** The Perpetual Notes are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Perpetual Notes**”) in each case in the Specified Denomination(s) shown hereon.

This Perpetual Note is a Fixed Rate Perpetual Note, a Floating Rate Perpetual Note or a Partly Paid Perpetual Note, a combination of any of the foregoing or any other kind of Perpetual Note, depending upon the Distribution and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached.

Registered Perpetual Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Perpetual Notes by the same holder.

All Registered Perpetual Notes shall have the same Specified Denomination. Unless otherwise permitted by the then current laws and regulations, Perpetual Notes in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 will have a minimum denomination of £100,000 (or its equivalent in other currencies).

- (b) **Title:** Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Perpetual 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 ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and shall be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) (other than the endorsed form of transfer) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means the bearer of any Bearer Note relating to it or the person in whose name a Registered Perpetual Note is registered (as the case may be), “**holder**” (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Perpetual Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Perpetual Notes. References in these Conditions to “**Coupons**”, “**Talons**” and “**Couponholders**” relate to Bearer Notes only.

*For so long as any of the Perpetual Notes are represented by a Global Note or a Global Certificate held on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream**”), or a sub-custodian for the CMU Service or CDP, each person (other than Euroclear or Clearstream or the CMU Service or CDP) who is for the time being shown in the records of Euroclear, Clearstream, the CMU Service or CDP as the holder of a particular principal amount of such Perpetual Notes (in which regard any certificate, notification, statement or other document issued by Euroclear, Clearstream, the CMU Service or CDP as to the principal amount of such Perpetual Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated by the Issuer, the Trustee and the Agents as the holder of such principal amount of such Perpetual Notes for all purposes other than with respect to the payment of principal or distribution on such principal amount of such Perpetual Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Trustee and any Agent as the holder of such principal amount of such Perpetual Notes in accordance with and subject to the terms of the relevant Global Note or Global Certificate. The expressions “**Noteholder**” and “**holder of Perpetual Notes**” and related expressions shall be construed accordingly.*

*Notwithstanding the above, if a Perpetual Note (whether in global or definitive form) is held through the CMU Service, payment that is made in respect of such Perpetual Note shall be made to the person(s) for whose account(s) interests in such Perpetual Note are credited as being held with the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU Service in a relevant CMU Issue Position Report or any other relevant notification by the CMU Service (which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the principal amount of any Perpetual Note credited to its account) (“**CMU Accountholders**”) and such payments shall discharge the obligation of the Issuer in respect of that payment under such Perpetual Note. In addition, these Conditions are modified by certain provisions contained in the Global Note or the Global Certificate (as the case may be).*

2 NO EXCHANGE OF PERPETUAL NOTES AND TRANSFERS OF REGISTERED PERPETUAL NOTES

- (a) **No Exchange of Perpetual Notes:** Registered Perpetual Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Perpetual Notes.
- (b) **Transfer of Registered Perpetual Notes:** Subject to the terms of the Agency Agreement and Condition 2(f), one or more Registered Perpetual Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Perpetual 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 the relevant Transfer Agent may require. In the case of a transfer of part only of a holding of Registered Perpetual 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 Perpetual Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Perpetual 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, or by the Registrar, with the prior approval of the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder following prior written request and proof of holding and identity satisfactory to the Registrar.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Perpetual Notes:** In the case of an exercise of an Issuer’s option in respect of, or a partial redemption of, a holding of Registered Perpetual 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. In the case of a partial exercise of an option resulting in Registered Perpetual Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Perpetual 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 Perpetual Notes to a person who is already a holder of Registered Perpetual 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 Conditions 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 transfer or redemption. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (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 relevant Transfer Agent or the Registrar 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 public holiday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Transfers Free of Charge:** Transfers of Perpetual 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 Registrar or the Transfer Agents, but upon payment by the relevant Noteholder of any tax or other governmental charges that may be imposed in relation to it.
- (f) **Closed Periods:** No Noteholder may require the transfer of a Registered Perpetual Note to be registered:
- (i) during the period of 15 days ending on the due date for redemption of that Registered Perpetual Note;
 - (ii) during the period of 15 days prior to any date on which the Perpetual Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(d);
 - (iii) after any such Registered Perpetual Note has been called for redemption; or
 - (iv) during the period of seven days ending on (and including) any Record Date (as defined in Condition 6(b)(B)).

3 **GUARANTEE AND STATUS OF SENIOR PERPETUAL NOTES AND SENIOR GUARANTEE AND STATUS OF, AND RANKING OF CLAIMS IN RELATION TO, SUBORDINATED PERPETUAL NOTES AND SUBORDINATED GUARANTEE**

- (a) **Senior Perpetual Notes:** This Condition 3(a) applies to Perpetual Notes that are Senior Perpetual Notes:
- (i) **Senior Guarantee:** The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Senior Perpetual Notes and the Coupons relating to them. Its obligations in that respect (in relation to Senior Perpetual Notes, the “**Senior Guarantee**”) are contained in the Trust Deed.
 - (ii) **Status of Senior Perpetual Notes and Senior Guarantee:** The Senior Perpetual Notes and the Coupons relating to them constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Perpetual Notes and the Coupons relating to them and of the Guarantor under the Senior Guarantee shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer and the Guarantor respectively, present and future.

- (b) **Subordinated Perpetual Notes:** This Condition 3(b) applies to Perpetual Notes that are Subordinated Perpetual Notes:
- (i) **Status of Subordinated Perpetual Notes:** The Subordinated Perpetual Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and with any Parity Obligations (as defined in the relevant Pricing Supplement) of the Issuer. The rights and claims of the Noteholders in respect of the Subordinated Perpetual Notes are subordinated as provided in this Condition 3(b).
 - (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 Noteholders to payment of principal of and Distribution on the Subordinated Perpetual Notes 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 Notes and in priority to the claims of shareholders of the Issuer and/or as otherwise specified in the applicable Pricing Supplement or in a supplement to the Offering Circular.
 - (iii) **Set-off – Issuer:** Subject to applicable law, no Noteholder 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, or arising under or in connection with the Subordinated Perpetual Notes, and each Noteholder shall, by virtue of his holding of any Subordinated Perpetual Notes, 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 Noteholder by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Notes is discharged by set-off, such Noteholder 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 Notes:** The Guarantor has irrevocably guaranteed on a subordinated basis the due payment of all sums expressed to be payable by the Issuer under the Subordinated Perpetual Notes and the Trust Deed. The obligations of the Guarantor in that respect (in relation to Subordinated Perpetual Notes, the “**Subordinated Guarantee**”) are contained in the Trust Deed.
 - (v) **Status of the Subordinated Guarantee of Subordinated Perpetual Notes:** In relation to each Series of Subordinated Perpetual Notes, the payment obligations of the Guarantor under the Subordinated Guarantee shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with any Parity Obligations of the Guarantor. The rights and claims of the Noteholders in respect of the Subordinated Guarantee are subordinated as provided in this Condition 3(b).

- (vi) **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 Noteholders to payment of principal of and Distribution on the Subordinated Perpetual Notes 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 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 or in a supplement to the Offering Circular.
- (vii) **Set-off – Guarantor:** Subject to applicable law, no Noteholder 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, or arising under or in connection with, the Subordinated Guarantee, and each Noteholder shall, by virtue of his holding of any Subordinated Perpetual Notes, 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 Noteholder by the Guarantor in respect of, or arising under or in connection with the Subordinated Guarantee is discharged by set-off, such Noteholder 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 DISTRIBUTIONS AND OTHER CALCULATIONS

- (a) **Distributions on Fixed Rate Perpetual Notes:** Subject to Condition 4(h), each Fixed Rate Perpetual Note confers a right to receive Distributions on its outstanding principal amount from the Distribution Commencement Date at the rate per annum (expressed as a percentage) equal to the Distribution Rate, such Distributions being payable in arrear on each Distribution Payment Date. The amount of Distributions payable shall be determined in accordance with Condition 4(g).
- (b) **Distributions on Floating Rate Perpetual Notes (for Non-Singapore Dollar Perpetual Notes only):** This Condition 4(b) applies in respect of Floating Rate Perpetual Notes which are Non-Singapore Dollar Perpetual Notes:
 - (i) *Distribution Payment Dates:* Each Floating Rate Perpetual Note which is a Non-Singapore Dollar Perpetual Note confers a right to receive Distributions on its outstanding principal amount from the Distribution Commencement Date at the rate per annum (expressed as a percentage) equal to the Distribution Rate, such Distributions being payable in arrear on each Distribution Payment Date unless SOFR Payment Delay or SORA Payment Delay is specified in the applicable Pricing Supplement, in which case distribution will be payable in arrear on the specified business day as set out in the applicable Pricing Supplement following each Distribution Payment Date. The amount of each Distribution payable shall be determined in accordance with Condition 4(g). Such Distribution Payment Date(s) is/are either shown hereon as Specified Distribution Payment Dates or, if no Specified Distribution Payment Date(s) is/are shown hereon, Distribution Payment Date shall mean each date which falls the number of months or other period shown hereon as the Distribution Period after the preceding Distribution Payment Date or, in the case of the first Distribution Payment Date, after the Distribution Commencement Date.

- (ii) *Business Day Convention*: If any 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, then, if the Business Day Convention specified is:
- (A) the Floating Rate 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:
 - (x) such date shall be brought forward to the immediately preceding Business Day; and
 - (y) 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;
 - (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;
 - (C) 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
 - (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Distribution Rate for Floating Rate Perpetual Notes which are Non-Singapore Dollar Perpetual Notes*: The Distribution Rate in respect of Floating Rate Perpetual Notes which are Non-Singapore Dollar Perpetual Notes for each Distribution Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.
- (A) ISDA Determination for Floating Rate Perpetual Notes
- Where ISDA Determination is specified hereon as the manner in which the Distribution Rate is to be determined, the Distribution Rate for each Distribution Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this Condition 4(b)(iii)(A) “**ISDA Rate**” for a Distribution Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (x) the Floating Rate Option is as specified hereon;
 - (y) the Designated Maturity is a period specified hereon; and
 - (z) the relevant Reset Date is the first day of that Distribution Accrual Period unless otherwise specified hereon.

For the purposes of this Condition 4(b)(iii)(A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Perpetual Notes where the Reference Rate is not specified as being SOFR Benchmark

(x) Where Screen Rate Determination is specified hereon as the manner in which the Distribution Rate is to be determined, the Distribution Rate for each Distribution Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean (rounded up, if necessary, to the nearest 5 decimal places) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11:00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Distribution Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Perpetual Notes is specified hereon as being other than LIBOR or EURIBOR, the Distribution Rate in respect of such Perpetual Notes will be determined as provided hereon;

(y) if the Relevant Screen Page is not available or if, Condition 4(b)(iii)(B) applies and no such offered quotation appears on the Relevant Screen Page or if Condition 4(b)(iii)(B) applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer (or an Independent Adviser (as defined below in this Condition 4(b)) appointed by it) shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Issuer (or the Independent Adviser appointed by it) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11:00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time) on the Distribution Determination Date in question. If two or more of the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such offered quotations, the Distribution Rate for such Distribution Accrual Period shall be the arithmetic mean of such offered quotations as notified by the Issuer to, and as determined by, the Calculation Agent; and

(z) if sub-paragraph (y) of Condition 4(b)(iii)(B) applies and the Issuer (or the Independent Adviser appointed by it) determines that fewer than two Reference Banks are providing offered quotations, then, subject as provided below, the Distribution Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Issuer (or the Independent Adviser appointed by it) by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11:00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time) on the relevant Distribution Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone interbank market, as the case may be, or, if fewer than two of the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11:00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time), on the relevant Distribution Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer (or the Independent Adviser appointed by it) it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Distribution Rate cannot be determined in accordance with the foregoing provisions of this Condition 4(b)(iii)(B), the Distribution Rate shall be determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Accrual Period from that which applied to the last preceding Distribution Accrual Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Accrual Period, in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Accrual Period).

(C) Screen Rate Determination for Floating Rate Perpetual Notes where the Reference Rate is specified as being SOFR Benchmark

Where Screen Rate Determination is specified hereon as the manner in which the Distribution Rate is to be determined where the Reference Rate is SOFR Benchmark, the Distribution Rate for each Distribution Accrual Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus the Margin (if any) in accordance with Condition 4(f), all as determined by the Calculation Agent on the relevant Distribution Determination Date.

The “**SOFR Benchmark**” will be determined based on Compounded Daily SOFR or SOFR Index, as follows (subject in each case to Condition 4(l)):

- (x) If Compounded Daily SOFR (“**Compounded Daily SOFR**”) is specified hereon as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Distribution Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Distribution Accrual Period (where SOFR Lookback is specified as applicable hereon to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable hereon to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent in accordance with one of the formulas referenced below depending upon which is specified as applicable in the applicable Pricing Supplement:

- (l) SOFR Lookback:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_{i-xUSBD} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**d**” means the number of calendar days in the relevant Distribution Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Distribution Accrual Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Distribution Accrual Period (each a “**U.S. Government Securities Business Day(i)**”);

“**Lookback Days**” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i); and

“**SOFR_{i-xUSBD}**” for any U.S. Government Securities Business Day(i) in the relevant Distribution Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i).

(II) SOFR Observation Shift:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**d**” means the number of calendar days in the relevant SOFR Observation Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a “**U.S. Government Securities Business Day(i)**”);

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day(i);

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

“**SOFR Observation Period**” means, in respect of a Distribution Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Distribution Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Distribution Period Date for such Distribution Accrual Period; and

“**SOFR Observation Shift Days**” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement).

(III) SOFR Payment Delay:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**d**” means the number of calendar days in the relevant Distribution Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Distribution Accrual Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Distribution Accrual Period (each a “**U.S. Government Securities Business Day(i)**”);

“**Distribution Payment Date**”, if this Condition 4(b)(iii)(C)(x)(III) applies, shall be the number of Distribution Payment Delay Days following each Distribution Period Date; provided that the Distribution Payment Date with respect to the final Distribution Accrual Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

“**Distribution Payment Delay Days**” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day; and

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant Distribution Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i).

For the purposes of calculating Compounded Daily SOFR with respect to the final Distribution Accrual Period where SOFR Payment Delay is specified hereon, the SOFR reference rate for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(IV) SOFR Lockout:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant Distribution Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i), except that the SOFR for any U.S. Government Securities Business Day(i) in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Distribution Period Date for such Distribution Accrual Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

“**d**” means the number of calendar days in the relevant Distribution Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Distribution Accrual Period;

“**i**” means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Distribution Accrual Period (each a “**U.S. Government Securities Business Day(i)**”); and

“**n_i**”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day.

The following defined terms shall have the meanings set out below for purpose of this Condition 4(b)(iii)(C)(x):

“**Bloomberg Screen SOFRRATE Page**” means the Bloomberg screen designated “SOFRRATE” or any successor page or service;

“**Reuters Page USDSOFR=**” means the Reuters page designated “USDSOFR=” or any successor page or service;

“**SOFR**” means, in respect of a U.S. Government Securities Business Day, the reference rate determined by the Calculation Agent in accordance with the following provision:

- (a) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator’s Website;

- (b) if the reference rate specified in (a) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator’s Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; or
- (c) if the reference rate specified in (a) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l)(ii) shall apply as specified hereon;

“**SOFR Rate Cut-Off Date**” means the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the end of the relevant Distribution Accrual Period, the Maturity Date or the relevant Optional Redemption Date, as applicable; and

“**SOFR Determination Time**” means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

- (y) If SOFR Index (“**SOFR Index**”) is specified as applicable hereon, the SOFR Benchmark for each Distribution Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent as follows:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards (e.g., 9.876541 per cent. (or 0.09876541) being rounded down to 9.87654 per cent. (or 0.0987654) and 9.876545 per cent. (or 0.09876545) being rounded up to 9.87655 per cent. (or 0.0987655)) and where:

“**SOFR Index**” means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator’s Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

- (a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the “SOFR Index” shall be calculated on any Distribution Determination Date with respect to a Distribution Accrual Period, in accordance with the Compounded Daily SOFR formula described above in Condition 4(b)(iii)(C)(x)(II) “SOFR Observation Shift”, and the term “**SOFR Observation Shift Days**” shall mean five U.S. Government Securities Business Days; or

- (b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l)(ii) shall apply;

“SOFR Index_{End}” means, in respect of a Distribution Accrual Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the Distribution Period Date for such Distribution Accrual Period (or in the final Distribution Accrual Period, the Maturity Date);

“SOFR Index_{Start}” means, in respect of a Distribution Accrual Period, the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) prior to the first day of such Distribution Accrual Period;

“SOFR Index Determination Time” means, in respect of a U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

“SOFR Observation Period” means, in respect of a Distribution Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Distribution Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Distribution Period Date for such Distribution Accrual Period;

“SOFR Observation Shift Days” means five U.S. Government Securities Business Days (or such other larger number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement); and

“d_c” means the number of calendar days in the applicable SOFR Observation Period.

The following defined terms shall have the meanings set out below for purpose of this Condition 4(b)(iii)(C)(y):

“Distribution Determination Date” means, with respect to a Distribution Rate and Distribution Accrual Period, the date specified as such hereon or, if none is so specified, where SOFR Benchmark is specified hereon as the Reference Rate and where Simple SOFR Average is specified as applicable hereon or where SOFR Observation Shift is specified in the applicable Pricing Supplement to determine Compounded Daily SOFR or where SOFR Index is specified as applicable hereon, the fifth U.S. Government Securities Business Day prior to the last day of each Distribution Accrual Period;

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, or any successor source;

“SOFR Benchmark Replacement Date” means the date of occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark;

“SOFR Benchmark Transition Event” means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark; and

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(iv) *Independent Adviser*: For the purposes of this Condition 4(b) and Condition 4(c), **“Independent Adviser”** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise (which shall not be the Calculation Agent) appointed by (and at the expense of) the Issuer for the purposes of this Condition 4(b) or Condition 4(c) and notified in writing by the Issuer to the Calculation Agent and the Trustee.

(c) **Distributions on Floating Rate Perpetual Notes (for Singapore Dollar Perpetual Notes only)**: This Condition 4(c) applies in respect of Floating Rate Perpetual Notes which are Singapore Dollar Perpetual Notes:

(i) *Distribution Payment Dates*: Each Floating Rate Perpetual Note which is a Singapore Dollar Perpetual Note confers a right to receive Distributions on its outstanding principal amount from the Distribution Commencement Date at the rate per annum (expressed as a percentage) equal to the Distribution Rate, such Distributions being payable in arrear on each Distribution Payment Date. Such Distribution Payment Date(s) is/are either shown hereon as Specified Distribution Payment Dates or, if no Specified Distribution Payment Date(s) is/are shown hereon, Distribution Payment Date shall mean each date which falls the number of months or other period specified hereon as the Distribution Period after the preceding Distribution Payment Date or, in the case of the first Distribution Payment Date, after the Distribution Commencement Date.

(ii) *Business Day Convention*: If any 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, then if the Business Day Convention specified is:

(A) the Floating Rate Business Day 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:

(x) such date shall be brought forward to the immediately preceding Business Day; and

(y) 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;

(B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;

- (C) 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
 - (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Distribution Rate for Floating Rate Perpetual Notes which are Singapore Dollar Perpetual Notes*: Each Floating Rate Perpetual Note which is a Singapore Dollar Perpetual Note confers a right to receive Distributions at a floating rate determined by reference to the Reference Rate as stated hereon, including the Swap Rate (in which case such Note will be a Swap Rate Perpetual Note). A “**Swap Rate Perpetual Note**” means a Perpetual Note which confers a right to receive Distributions calculated in the manner set out in Condition 4(c)(iv)(B) below.
- (iv) *Determination of Distribution Rate*: The Distribution Rate payable from time to time in respect of *each Floating Rate Perpetual Note* which is a Singapore Dollar Perpetual Note will be determined by the Calculation Agent on the basis of the following provisions:
- (A) In the case of Floating Rate Perpetual Notes where Screen Rate Determination is specified hereon as the manner in which the Distribution Rate is to be determined, and such Reference Rate is specified as being SIBOR, the Calculation Agent will determine the Distribution Rate in respect of any Distribution Accrual Period at or about the Relevant Time on the Distribution Determination Date in respect of such Distribution Accrual Period as follows:
 - (1) the Calculation Agent will, at or about the Relevant Time on the relevant Distribution Determination Date in respect of each Distribution Accrual Period, determine the Distribution Rate for such Distribution Accrual Period which shall be the offered rate for deposits in Singapore dollars for a period equal to the duration of such Distribution Accrual 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 the column headed “SGD SIBOR” (or such other Relevant Screen Page);
 - (2) if no such rate appears on Reuters Screen ABSIRFIX01 Page (or such other replacement page thereof or, if no rate appears, on such other Relevant Screen Page) or if Reuters Screen ABSIRFIX01 (or such other replacement page thereof or such other Relevant Screen Page) is unavailable for any reason, the Calculation Agent will determine the Distribution Rate for such Distribution Accrual 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 1/16 per cent.) for a period equal to the duration of such Distribution Accrual Period published by a recognised industry body where such rate is widely used, which is selected and notified by the Issuer (or an Independent Adviser appointed by it) to the Calculation Agent after taking

into account the industry practice at that time, or by such other relevant authority as the Issuer (or the Independent Adviser appointed by it) may select and advise in writing to the Calculation Agent and the Trustee;

- (3) if on any Distribution Determination Date such Calculation Agent is otherwise unable to determine the Rate of Distribution under sub-paragraphs (1) and (2) above, the Issuer (or an Independent Adviser appointed by it) will request the principal Singapore offices of each of the Reference Banks to provide the Issuer (or the Independent Adviser appointed by it) 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 inter-bank market for a period equivalent to the duration of such Distribution Accrual Period commencing on such Distribution Payment Date in an amount comparable to the aggregate principal amount of the relevant Floating Rate Perpetual Notes and such rate shall be notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent. If three or more of the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such offered quotations, the Distribution Rate for such Distribution Accrual Period shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of such offered quotations, as determined by the Calculation Agent;
- (4) if on any Distribution Determination Date two but not all the Reference Banks provide the Issuer (or the Independent Adviser appointed by it) with such quotations, the Distribution Rate for the relevant Distribution Accrual Period shall be determined in accordance with sub-paragraph (3) of Condition 4(c)(iv)(A) on the basis of the quotations of those Reference Banks providing such quotations; and
- (5) if on any Distribution Determination Date one only or none of the Reference Banks provides the Issuer (or the Independent Adviser appointed by it) with such quotations, the Distribution Rate for the relevant Distribution Accrual Period shall be the rate per annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the rates quoted (at the request of the Issuer (or the Independent Adviser appointed by it)) by the Reference Banks or those of them (being at least two in number) to the Issuer (or the Independent Adviser appointed by it) 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 Accrual Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Perpetual Notes for such Distribution Accrual Period by whatever means they determine to be most appropriate or if on such Distribution Determination Date one only or none of the Reference Banks provides the Issuer (or the Independent Adviser appointed by it) with such quotation, the rate per

annum which the Calculation Agent determines to be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) 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 notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent,

provided that, if the Distribution Rate cannot be determined in accordance with the foregoing provisions of this Condition 4(c)(iv)(A), the Distribution Rate shall be determined as at the immediately preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Accrual Period from that which applied to the last preceding Distribution Accrual Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Accrual Period, in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Accrual Period);

(B) In the case of Floating Rate Perpetual Notes which are Swap Rate Perpetual Notes:

- (1) the Calculation Agent will, at or about the Relevant Time on the relevant Distribution Determination Date in respect of each Distribution Accrual Period, determine the Distribution Rate for such Distribution Accrual Period as being the rate which appears on Reuters Screen ABSIRFIX01 Page under the caption "SGD SOR rates as of 11:00 a.m. 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 Accrual Period;
- (2) if on any Distribution Determination Date, no such rate is quoted on Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) or Reuters Screen ABSIRFIX01 Page (or such other replacement page as aforesaid) is unavailable for any reason, the Calculation Agent will determine the Distribution Rate for such Distribution Accrual 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 1/16 per cent.)) for a period equal to the duration of such Distribution Accrual Period published by a recognised industry body where such rate is widely used, which is selected and notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent after taking into account the industry practice at that time, or by such other relevant authority as the Issuer (or the Independent Adviser appointed by it) may select and advise in writing to the Calculation Agent and the Trustee; and

- (3) if on any Distribution Determination Date the Calculation Agent is otherwise unable to determine the Distribution Rate under sub-paragraphs (1) and (2) above, then the Distribution Rate shall be determined by the Calculation Agent to be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to four decimal places) of the rates quoted by the Reference Banks or those of them (being at least two in number) to the Issuer (or the Independent Adviser appointed by it) at or about 11:00 a.m. (Singapore time) on the first business day following 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 Accrual Period, an amount equal to the aggregate principal amount of the relevant Floating Rate Perpetual Notes for such Distribution Accrual Period by whatever means they determine to be most appropriate or, if on such Distribution Determination Date one only or none of the Reference Banks provides the Issuer (or the Independent Adviser appointed by it) with such quotation, the Distribution Rate for the relevant Distribution Accrual Period shall be the rate per annum equal to the arithmetic mean (rounded up, if necessary, to four decimal places) of the prime lending rates for Singapore dollars quoted by the Reference Banks at or about 11:00 a.m. (Singapore time) on such Distribution Determination Date to the Issuer (or the Independent Adviser appointed by it) and such rate shall be notified by the Issuer (or the Independent Adviser appointed by it) to the Calculation Agent,

provided that, if the Distribution Rate cannot be determined in accordance with the foregoing provisions of this Condition 4(c)(iv)(B), the Distribution Rate shall be determined as at the immediately preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Accrual Period from that which applied to the last preceding Distribution Accrual Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Accrual Period, in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Accrual Period).

- (C) Screen Rate Determination for Floating Rate Perpetual Notes where the Reference Rate is specified as being SORA Benchmark ("**SORA Notes**"):

For each Floating Rate Perpetual Note where the Reference Rate is specified as being SORA Benchmark, the Distribution Rate for each Distribution Accrual Period will, subject as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any) in accordance with Condition 4(f), all as determined by the Calculation Agent on the relevant Distribution Determination Date.

The “**SORA Benchmark**” will be determined based on Compounded Daily SORA or SORA Index, as follows (subject in each case to Condition 4(l)(iii)):

- (x) If Compounded Daily SORA is specified in the applicable Pricing Supplement as the manner in which the SORA Benchmark will be determined, the Distribution Rate for each Distribution Accrual Period will, subject as provided below, be Compounded Daily SORA (as defined below) plus or minus the Margin:
 - (l) where “Lockout” is specified as the Observation Method in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to a Distribution Accrual Period, the rate of return of a daily compound interest investment during such Distribution Accrual Period (with the reference rate for the calculation of Distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Distribution Accrual Period;

“**d_o**”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Distribution Accrual Period;

“**r**”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Accrual Period (each a “**Singapore Business Day “r”**”);

“**Distribution Determination Date**” means the Singapore Business Day immediately following the Rate Cut-off Date;

“ n_i ”, for any Singapore Business Day “ i ”, is the number of calendar days from and including such Singapore Business Day “ i ” up to but excluding the following Singapore Business Day;

“ p ” means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

“**Rate Cut-Off Date**” means, with respect to a Distribution Rate and Distribution Accrual Period, the date falling “ p ” Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Accrual Period;

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “ i ”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “**Relevant Screen Page**”) on the Singapore Business Day immediately following such Singapore Business Day “ i ”;

“**SORA_i**” means, in respect of any Singapore Business Day “ i ” falling in the relevant Distribution Accrual Period:

- (a) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (b) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the “**Suspension Period SORA_i**”) (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA_i shall apply to each day falling in the relevant Suspension Period;

“**SORA Reset Date**” means, in relation to any Distribution Accrual Period, each Singapore Business Day during such Distribution Accrual Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Distribution Accrual Period; and

“Suspension Period” means, in relation to any Distribution Accrual Period, the period from (and including) the date falling “*p*” Singapore Business Day prior to the Distribution Payment Date in respect of the relevant Distribution Accrual Period (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Distribution Payment Date of such Distribution Accrual Period.

- (II) where “Lookback” is specified as the Observation Method in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to a Distribution Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_{i-x_{SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“*d*” is the number of calendar days in the relevant Distribution Accrual Period;

“*d_o*”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Distribution Accrual Period;

“*r*”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to *d_o*, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Accrual Period (each a **“Singapore Business Day “*r*”**”);

“Distribution Determination Date” means, with respect to a Distribution Rate and Distribution Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period;

“*n_i*”, for any Singapore Business Day “*r*”, is the number of calendar days from and including such Singapore Business Day “*r*” up to but excluding the following Singapore Business Day;

“Observation Period” means, for the relevant Distribution Accrual Period, the period from, and including, the date falling “*p*” Singapore Business Days prior to the first day of such Distribution Accrual Period (and the first Distribution Accrual Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling “*p*” Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Accrual Period (or the date falling “*p*” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“*p*” means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

“Singapore Business Day” or **“SBD”** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“SORA” means, in respect of any Singapore Business Day “*i*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “Relevant Screen Page”) on the Singapore Business Day immediately following such Singapore Business Day “*i*”; and

“SORA_{*i*} – *p* SBD” means, in respect of any Singapore Business Day “*i*” falling in the relevant Distribution Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling “*p*” Singapore Business Days prior to the relevant Singapore Business Day “*i*”.

- (III) where “Backward Shifted Observation Period” is specified as the Observation Method in the applicable Pricing Supplement:

“Compounded Daily SORA” means, with respect to a Distribution Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being

rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Observation Period;

“**d_o**”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

“**i**”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period (each a “**Singapore Business Day “i”**”);

“**Distribution Determination Date**” means, with respect to a Distribution Rate and Distribution Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from and including such Singapore Business Day “**i**” up to but excluding the following Singapore Business Day;

“**Observation Period**” means, for the relevant Distribution Accrual Period, the period from, and including, the date falling “**p**” Singapore Business Days prior to the first day of such Distribution Accrual Period (and the first Distribution Accrual Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling “**p**” Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Accrual Period (or the date falling “**p**” Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

“**p**” means five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement);

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “*t*”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “Relevant Screen Page”) on the Singapore Business Day immediately following such Singapore Business Day “*t*”; and

“**SORA_{*i*}**” means, in respect of any Singapore Business Day “*t*” falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

(IV) where “Payment Delay” is specified as the Observation Method in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to a Distribution Accrual Period, the rate of return of a daily compound interest investment during such Distribution Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Distribution Rate, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Distribution Accrual Period;

“**d_o**”, for any Distribution Accrual Period, is the number of Singapore Business Days in the relevant Distribution Accrual Period;

“***t***”, for the relevant Distribution Accrual Period, is a series of whole numbers from one to **d_o**, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Accrual Period (each a “**Singapore Business Day “*t*”**”);

“Distribution Determination Date” means, with respect to a Distribution Rate and Distribution Accrual Period, the date falling one Singapore Business Day after the end of each Distribution Accrual Period, provided that the Distribution Determination Date with respect to the final Distribution Accrual Period will be the SORA Rate Cut-Off Date;

“ n_i ”, for any Singapore Business Day “ i ”, is the number of calendar days from and including such Singapore Business Day “ i ” up to but excluding the following Singapore Business Day;

“Singapore Business Day” or **“SBD”** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“SORA” means, in respect of any Singapore Business Day “ i ”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “Relevant Screen Page”) on the Singapore Business Day immediately following such day “ i ”;

“SORA _{i} ” means, in respect of any Singapore Business Day falling in the relevant Distribution Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day; and

“SORA Rate Cut-Off Date” means the date that is five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Maturity Date or the relevant redemption date, as applicable.

For the purposes of calculating Compounded Daily SORA with respect to the final Distribution Accrual Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

- (y) For each Floating Rate Note where the Reference Rate is specified as being SORA Benchmark and determined based on SORA Index Average (“**SORA Index Average**”), the SORA Benchmark for each Distribution Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Distribution Accrual Period as calculated by the Calculation Agent on the relevant Distribution Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1 \right) \times \left(\frac{365}{d_c} \right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

“**d_c**” means the number of calendar days from (and including) the SORA Index_{Start} to (but excluding) the SORA Index_{End};

“**Singapore Business Day**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA Index**” means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

- (a) if a SORA Index Cessation Event has not occurred, the “SORA Index Average” shall be calculated on any Distribution Determination Date with respect to a Distribution Accrual Period, in accordance with the Compounded Daily SORA formula described above in Condition 4(c)(iv)(C)(x)(III), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Distribution Accrual Period that is used in the definition of SORA Index_{Start} as specified in the applicable Pricing Supplement; or
- (b) if a SORA Index Cessation Event has occurred, the provisions set forth in Condition 4(l)(iii) shall apply;

“**SORA Index_{End}**” means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Distribution Period End Date relating to such Distribution Accrual Period;

“SORA Index_{Start}” means the SORA Index value on the date falling five Singapore Business Days (or such other larger number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Distribution Accrual Period; and

“SORA Index Determination Time” means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

- (z) Subject to Condition 4(l)(iii), if by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following a day “*T*” or Singapore Business Day “*T*” (as applicable), SORA in respect of such day “*T*” or Singapore Business Day “*T*” (as applicable) has not been published and a Benchmark Event has not occurred, then SORA for that day “*T*” or Singapore Business Day “*T*” (as applicable) will be SORA as published in respect of the Singapore Business Day first preceding that day “*T*” or Singapore Business Day “*T*” (as applicable) for which SORA was published.
- (aa) In the event that the Distribution Rate cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 4(l)(iii), the Distribution Rate shall be:
 - (a) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Accrual Period from that which applied to the last preceding Distribution Accrual Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Accrual Period in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Accrual Period); or
 - (b) if there is no such preceding Distribution Determination Date, the initial Distribution Rate which would have been applicable to such SORA Notes for the first Distribution Accrual Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Distribution Accrual Period but ending on (and excluding) the Distribution Commencement Date (but applying the Margin and any Maximum Distribution Rate or Minimum Distribution Rate applicable to the first Distribution Accrual Period).

- (bb) If the SORA Notes become due and payable in accordance with Condition 9, the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SORA formula) and the Distribution Rate on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.
- (D) On the last day of each Distribution Accrual Period, the Issuer will make payment of Distributions on each Floating Rate Perpetual Note referred to under Condition 4(b) or this Condition 4(c), as applicable, to which such Distribution Accrual Period relates at the Distribution Rate for such Distribution Accrual Period.
- (E) If the Reference Rate from time to time in respect of Floating Rate Perpetual Notes is specified in the applicable Pricing Supplement as being other than any of the Reference Rates referred to above in Condition 4(b) or this Condition 4(c), the Distribution Rate in respect of such Perpetual Notes will be determined as provided in the applicable Pricing Supplement.
- (d) **Partly Paid Perpetual Notes:** In the case of Partly Paid Perpetual Notes, Distributions will accrue as aforesaid on the paid-up principal amount of such Perpetual **Notes** and otherwise as specified hereon.
- (e) **Accrual of Distributions:** Distributions shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Distribution Rate in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).
- (f) **Margin, Maximum/Minimum Rates of Distribution and Redemption Amounts and Rounding:**
 - (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Distribution Accrual Periods), an adjustment shall be made to all Distribution Rates, in the case of (x), or the Distribution Rates for the specified Distribution Accrual Periods, in the case of (y), calculated in accordance with this Condition 4 by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to Condition 4(f)(ii).
 - (ii) If any Maximum Rate of Distribution or Minimum Rate of Distribution or Redemption Amount is specified hereon, then any Distribution Rate or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified):
 - (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);
 - (y) all figures shall be rounded to seven significant figures (with halves being rounded up); and
 - (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen.

For these purposes, “**unit**” means the lowest amount of such currency that is available as legal tender in the country of such currency.

- (g) **Calculations:** The amount of Distribution payable per Calculation Amount in respect of any Perpetual Note for any Distribution Accrual Period shall be equal to the product of the Distribution Rate, the Calculation Amount specified hereon, and the Day Count Fraction for such Distribution Accrual Period, unless a Distribution Amount (or a formula for its calculation) is applicable to such Distribution Accrual Period, in which case the amount of Distribution payable per Calculation Amount in respect of such Perpetual Note for such Distribution Accrual Period shall equal such Distribution Amount (or be calculated in accordance with such formula). Where any Distribution Period comprises two or more Distribution Accrual Periods, the amount of Distribution payable per Calculation Amount in respect of such Distribution Period shall be the sum of the Distribution Amounts payable in respect of each of those Distribution Accrual Periods. In respect of any other period for which Distributions are required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which Distributions are required to be calculated.
- (h) **Distribution Deferral:**
 - (i) **Optional Deferral:** If Distribution Deferral is set out hereon, the Issuer may, at its sole discretion, elect to defer (in whole or in part) any Distribution which is otherwise scheduled to be paid on a Distribution Payment Date to the next Distribution Payment Date by giving notice (a “**Deferral Election Notice**”) to the Noteholders (in accordance with Condition 14) and to the Trustee and the Issuing and Paying Agent in writing not more than 15 nor less than 5 Business Days (or such other notice period as may be specified hereon) prior to a scheduled Distribution Payment Date unless, during the Look-Back Period (as defined in the relevant Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, the Issuer has at its discretion repurchased, redeemed or otherwise acquired any of its Junior Obligations (as defined in the relevant Pricing Supplement) or, in relation to Subordinated Perpetual Notes only, the Parity Obligations (other than (x) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (y) as a result of the exchange or conversion of its Parity Obligations for its Junior Obligations) (a “**Compulsory Distribution Payment Event**”) and/or as otherwise specified in the applicable Pricing Supplement.

- (ii) **No obligation to pay:** The Issuer shall have no obligation to pay any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on any Distribution Payment Date if it validly elects not to do so in accordance with Condition 4(h)(i).
- (iii) **Requirements as to Notice:** Each Deferral Election Notice shall be accompanied, in the case of the notice to the Trustee and the Issuing and Paying Agent, by a certificate in the form scheduled to the Trust Deed signed by an Authorised Signatory of the Issuer or, as the case may be, the Guarantor confirming that no Compulsory Distribution Payment Event has occurred. Any such certificate shall be conclusive evidence that no Compulsory Distribution Payment Event has occurred and the Trustee and the Issuing and Paying Agent shall be entitled to rely conclusively without any obligation to verify the same and without liability to any Noteholder, any Couponholder or any other person on any Deferral Election Notice or any certificate as aforementioned. Each Deferral Election Notice shall be conclusive and binding on the Noteholders.
- (iv) **Cumulative Deferral:** If Cumulative Deferral is set out hereon, any Distribution deferred pursuant to this Condition 4(h) shall constitute “**Arrears of Distribution**”. The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(h)(i)) 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(h) except that this Condition 4(h)(iv) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

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 Notes at the Distribution Rate 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 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.

- (v) **Non-Cumulative Deferral; Optional Distribution:** If Non-Cumulative Deferral is set out hereon, any Distribution deferred pursuant to this Condition 4(h) is non-cumulative and will not accrue Distribution. The Issuer is not under any obligation to pay such Distribution or any other Distributions that have not been paid in whole or in part. If Optional Distribution is set out hereon, the Issuer may, at its sole discretion, and at any time, elect to pay an optional amount equal to the amount of Distribution which is unpaid in whole or in part (an “**Optional Distribution**”) at any time by giving notice of such election to the Noteholders (in accordance with Condition 14) and the Trustee and the Issuing and Paying Agent in writing not more than 15 and not less than 5 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 on the payment date specified in such notice).

Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the Noteholders or Couponholders of all outstanding Perpetual Notes and the Coupons related to them on a pro-rata basis.

(vi) **Restrictions in the case of Deferral:** If Dividend Stopper is set out hereon and on any Distribution Payment Date, payment of all Distribution payments scheduled to be made on such date is not made in full by reason of this Condition 4(h), the Issuer and the Guarantor shall not and shall procure that none of their respective Subsidiaries (other than any Subsidiary which is listed on any stock exchange) will:

(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:

(1) if this Perpetual Note is a Senior Perpetual Note, any of its Junior Obligations; or

(2) if this Perpetual Note is a Subordinated Perpetual Note, any of its Junior Obligations or Parity Obligations

(except (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (ii) in relation to the Parity Obligations on a pro-rata basis); or

(B) redeem, reduce, cancel, buy-back or acquire for any consideration:

(1) if this Perpetual Note is a Senior Perpetual Note, any of its Junior Obligations; or

(2) if this Perpetual Note is a Subordinated Perpetual Note, any of its Junior Obligations or Parity Obligations

(other than (i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants or (ii) as a result of the exchange or conversion of Parity Obligations for Junior Obligations),

in each case, other than:

(i) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants;

(ii) as a result of the exchange or conversion of Parity Obligations for Junior Obligations;

(iii) (if Cumulative Deferral is set out hereon) if the Issuer or the Guarantor (as the case may be) has satisfied in full all outstanding Arrears of Distribution;

- (iv) (if Non-Cumulative Deferral is set out hereon) if all outstanding Perpetual Notes have been redeemed in full, the next scheduled Distribution has been paid in full or an Optional Distribution equal to the amount of 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
- (v) if the Issuer or the Guarantor (as the case may be) is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders and/or as otherwise specified in the applicable Pricing Supplement.

For the avoidance of doubt, the restrictions in this Condition 4(h)(vi) shall only apply to the Issuer's or the Guarantor's Subsidiaries to the extent that such dividends, distributions or payments are made in respect of the Issuer's or the Guarantor's (as the case may be) Junior Obligations or the Issuer's or the Guarantor's (as the case may be) Parity Obligations and nothing in this Condition 4(h)(vi) shall restrict the Issuer or the Guarantor or any of their respective Subsidiaries from making payment on its guarantees in respect of obligations which are not the Issuer's or the Guarantor's (as the case may be) Junior Obligations or the Issuer's or the Guarantor's (as the case may be) Parity Obligations (except that if this Perpetual Note is a Subordinated Perpetual Note, such payment in respect of the Issuer's or the Guarantor's (as the case may be) Parity Obligations are to be made on a pro-rata basis).

- (vii) **Satisfaction of Arrears of Distribution by payment:** The Issuer:
 - (A) may satisfy any Arrears of Distribution (in whole or in part) at any time by giving notice of such election to the Noteholders (in accordance with Condition 14) and to the Trustee and the Issuing and Paying Agent in writing not more than 20 nor less than 10 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 Arrears of Distribution on the payment date specified in such notice); and
 - (B) in any event shall satisfy any outstanding Arrears of Distribution (in whole but not in part) on the earlier of:
 - (1) the date of redemption of the Perpetual Notes in accordance with the redemption events set out in Condition 5 (as applicable);
 - (2) the next Distribution Payment Date on the occurrence of a breach of Condition 4(h)(vi) or the occurrence of a Compulsory Distribution Payment Event; and
 - (3) the date such amount becomes due under Condition 9 or on a winding-up of the Issuer.

Any partial payment of outstanding Arrears of Distribution by the Issuer shall be shared by the Noteholders or Couponholders of all outstanding Perpetual Notes and the Coupons relating to them on a pro-rata basis. Further provisions relating to this Condition 4(h)(vii) may be specified in the applicable Pricing Supplement.

(viii) **No default:** Notwithstanding any other provision in these Conditions or in the Trust Deed, the deferral of any Distribution payment in accordance with this Condition 4(h) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9) on the part of the Issuer under the Perpetual Notes or the Guarantor under the Guarantee or for any other purpose.

(i) **Determination and Publication of Distribution Rates, Distribution Amounts and Early Redemption Amounts:** The Calculation Agent shall, as soon as practicable on each Distribution Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, make any determination or calculation, determine such rate and calculate the Distribution Amounts for the relevant Distribution Accrual Period, calculate the Early Redemption Amount, make such determination or calculation, as the case may be, and cause the Distribution Rate and the Distribution Amounts for each Distribution Accrual Period and the relevant Distribution Payment Date and, if required to be calculated, the Early Redemption Amount to be notified to the Trustee, the Issuer, each of the Paying Agents and any other Calculation Agent appointed in respect of the Perpetual Notes that is to make a further calculation upon receipt of such information as soon as possible after their determination but in no event later than (i) the commencement of the relevant Distribution Period, if determined prior to such time, in the case of notification to such exchange of a Distribution Rate and Distribution Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Distribution Payment Date or Distribution Period Date is subject to adjustment pursuant to Condition 4(b)(ii) or Condition 4(c)(ii), the Distribution Amounts and the Distribution Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Distribution Period. If the Perpetual Notes become due and payable under Condition 9, the accrued Distributions and the Distribution Rate payable in respect of the Perpetual Notes shall nevertheless continue to be calculated as previously in accordance with this Condition 4 but no publication of the Distribution Rate or the Distribution Amount so calculated need be made. The determination of any rate or amount and the making of each determination or calculation by the Calculation Agent(s) shall be final and binding upon all parties.

- (j) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of Perpetual Notes denominated in a currency other than Singapore dollars, euros or Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of Perpetual Notes denominated in euros, a day on which the TARGET system is operating (a **“TARGET Business Day”**) and a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (iii) in the case of Perpetual Notes denominated in Renminbi:
 - (A) if cleared through the CMU Service, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong; or
 - (B) if cleared through the CDP System, a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Singapore and Hong Kong; and
 - (C) if cleared through Euroclear Bank SA/NV (**“Euroclear”**) and Clearstream Banking S.A. (**“Clearstream”**), a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and Hong Kong; and/or
- (iv) in the case of Singapore Dollar Perpetual Notes:
 - (A) if cleared through the CDP System, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and
 - (B) if cleared through Euroclear and Clearstream, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and Singapore; and/or
- (v) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres; and/or
- (vi) a day (other than a Saturday, Sunday or public holiday) on which the relevant clearing system is operating.

“CNY” and “Renminbi” means the lawful currency for the time being of the PRC.

“**Day Count Fraction**” means, in respect of the calculation of an amount of Distribution on any Perpetual Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting a Distribution Period or a Distribution Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual – ISDA**” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (v) if “**30E/360**” or “**Eurobond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30; and

(vii) if “**Actual/Actual-ICMA**” is specified hereon,

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“**Determination Date**” means the date(s) specified as such hereon or, if none is so specified, the Distribution Payment Date(s).

“**Distribution Accrual Period**” means the period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Period Date and each successive period beginning on (and including) a Distribution Period Date and ending on (but excluding) the next succeeding Distribution Period Date.

“**Distribution Amount**” means:

(x) in respect of a Distribution Accrual Period, the amount of Distribution payable per Calculation Amount for that Distribution Accrual Period and which, in the case of Fixed Rate Perpetual Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Distribution Payment Date ending the Distribution Period of which such Distribution Accrual Period forms part; and

- (y) in respect of any other period, the amount of Distribution payable per Calculation Amount for that period.

“Distribution Commencement Date” means the Issue Date or such other date as may be specified hereon.

“Distribution Determination Date” means with respect to a Distribution Rate and Distribution Accrual Period, the date specified as such in the applicable Pricing Supplement or, if none is so specified:

- (i) the first day of such Distribution Accrual Period if the Specified Currency is Sterling or Renminbi;
- (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Distribution Accrual Period if the Specified Currency is neither Sterling nor euro nor Renminbi;
- (iii) the day falling two TARGET Business Days prior to the first day of such Distribution Accrual Period if the Specified Currency is euro;
- (iv) (where SOFR Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) (A) (where “SOFR Lockout” is specified as the Observation Method in the applicable Pricing Supplement) the U.S. Government Securities Business Day immediately following the SOFR Rate Cut-Off Date and (B) (in all other circumstances) the fifth U.S. Government Securities Business Day (or as otherwise specified in the applicable Pricing Supplement) prior to the last day of each Distribution Accrual Period; or
- (v) (where SORA Benchmark is specified in the applicable Pricing Supplement as the Reference Rate) the meaning given to it in Conditions 4(c)(iv)(C)(x)(I), 4(c)(iv)(C)(x)(II), 4(c)(iv)(C)(x)(III) or 4(c)(iv)(C)(x)(IV), as applicable.

“Distribution Period” means 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.

“Distribution Period Date” means each Distribution Payment Date unless otherwise specified hereon.

“Distribution Rate” means the rate of distribution payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

“euros” means the lawful currency of member states of the European Union that adopt the single currency introduced in accordance with the Treaty establishing the European Community, as amended from time to time.

“Euro-zone” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

“ISDA Definitions” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“PRC” means the People’s Republic of China excluding the Hong Kong Special Administrative Region of the People’s Republic of China, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“Reference Banks” means (i) in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market; (ii) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; and (iii) in the case of a determination of the relevant Reference Rate, SIBOR or Swap Rate, the principal Singapore office of three major banks in the Singapore inter-bank market, in each case selected by the Issuer and notified in writing to the Calculation Agent or as specified hereon.

“Reference Rate” means the rate specified as such hereon.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon or such other page, section, caption, column or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

“Relevant Time” means 11:00 a.m. (Singapore time) in the case of Notes where the Reference Rate is specified as being SIBOR, or 11:00 a.m. (London time) in the case of Swap Rate Notes.

“Singapore dollars” and **“S\$”** means the lawful currency for the time being of the Republic of Singapore.

“Specified Currency” means the currency specified as such hereon or, if none is specified, the currency in which the Perpetual Notes are denominated.

“Sterling” and **“£”** means the lawful currency for the time being in the United Kingdom.

“TARGET System” means 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.

“U.S. dollars” means the lawful currency for the time being of the United States of America.

(k) **Calculation Agents:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Perpetual Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under these Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Distribution Rate for a Distribution Accrual Period or to calculate any Distribution Amount or Early Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. No Calculation Agent appointed in respect of the Perpetual Notes may resign its duties without a successor having been appointed as aforesaid, save that a Calculation Agent may resign without a successor having been so appointed if a Benchmark Event occurs.

(l) **Benchmark Discontinuation:**

(i) Benchmark Discontinuation (General)

Where the applicable Pricing Supplement specifies this Condition 4(l)(i) (Benchmark Discontinuation (General)) as applicable:

(A) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Distribution Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(l)(i)(B)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 4(l)(i)(D)). In making such determination, the Independent Adviser appointed pursuant to this Condition 4(l)(i) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders, the Receiptholders or the Couponholders for any determination made by it pursuant to this Condition 4(l)(i).

If (1) the Issuer is unable to appoint an Independent Adviser; or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(l)(i) prior to the date falling 10 Business Days prior to the relevant Distribution Determination Date, the Distribution Rate applicable to the next succeeding Distribution Period shall be equal to the Distribution Rate last determined in relation to the Perpetual Notes in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Distribution Rate shall be the initial Distribution Rate. Where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to that last preceding Distribution Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(l)(i)(A).

In the case of Fixed Rate Perpetual Notes and if a Reset Date is specified in the applicable Pricing Supplement, if the Issuer or the Independent Adviser appointed by it is unable to or does not determine the Successor Rate or the Alternative Rate (as the case may be) prior to the date falling 10 Business Days prior to the Distribution Determination Date in respect of a Reset Date (an “**Original Reset Date**”), the Distribution Rate applicable to the next succeeding Distribution Period falling immediately after the Original Reset Date shall be equal to the Distribution Rate last determined in relation to the Perpetual Notes in respect of the immediately preceding Distribution Period. The foregoing shall apply to the relevant next Distribution Period falling immediately after the Original Reset Date only and any subsequent Distribution Periods are subject to the subsequent operation of, and to the adjustments as provided in, the first paragraph of this Condition 4(l)(i), and such relevant Reset date shall be adjusted so that it falls on the Distribution Payment Date immediately after the Original Reset Date (the “**Adjusted Reset Date**”). For the avoidance of doubt, this paragraph shall apply, *mutatis mutandis*, to each Adjusted Reset Date until the Successor Rate or the Alternative Rate (as the case may be) is determined in accordance with this Condition 4(l)(i). Notwithstanding any other provisions of this Condition 4(l) and the Adjusted Reset Date, the reset period indicated in paragraph 20(ix) of the Pricing Supplement shall still apply with reference to the Original Reset Date and not just the Adjusted Reset Date.

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (aa) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future distribution payments on the Perpetual Notes (subject to the operation of this Condition 4(l)(i)); or
- (bb) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future distribution payments on the Perpetual Notes (subject to the operation of this Condition 4(l)(i)).

(C) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(D) Benchmark Adjustments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(l)(i) and the Independent Adviser, determines (1) that amendments to these Conditions and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(l)(i)(E), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate in English signed by an Authorised Signatory of the Issuer pursuant to Condition 4(l)(i)(E), the Trustee and the Agents shall (at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending the Trust Deed and/or the Agency Agreement) (and the Trustee and the Agents shall not be liable to the Issuer, the Guarantor, any Noteholder or any other person for any consequences thereof), provided that the Trustee and the Agents shall not be obliged so to concur if in the opinion of the Trustee or the relevant Agent, as applicable, doing so would

impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent in these Conditions, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4(l)(i)(D), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 4(l)(i), none of the Trustee or the Agents is obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 4(l)(i) to which, in the sole opinion of the Trustee or that Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent, as the case may be, in the Trust Deed, the Agency Agreement and/or these Conditions, as the case may be.

Notwithstanding any other provision of this Condition 4(l)(i), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4(l)(i), the Calculation Agent shall notify the Issuer thereof as soon as reasonably practicable and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction or is otherwise unable to make such calculation or determination, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability to the Issuer, the Guarantor, Noteholders, Couponholders or any other person for not doing so.

(E) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(l)(i) will be notified promptly (in any event at least 10 business days prior to the relevant Distribution Determination Date) by the Issuer to the Trustee and the Agents and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate in English signed by an Authorised Signatory of the Issuer:

- (aa) confirming (1) that a Benchmark Event has occurred, (2) the Successor Rate or, as the case may be, the Alternative Rate, (3) the applicable Adjustment Spread and (4) the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(l)(i); and
- (bb) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Trustee and the Agents shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof and none of them shall be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for so doing. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the relevant Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Agents and the Noteholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(l)(i)(A), 4(l)(i)(B), 4(l)(i)(C) and 4(l)(i)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4(l)(i)(B) will continue to apply unless and until each of the Trustee and the Calculation Agent has been notified of the occurrence of the Benchmark Event, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(l)(i)(E).

(G) Definitions

As used in this Condition 4(l)(i):

“Adjustment Spread” means either (1) a spread (which may be positive, negative or zero) or (2) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (aa) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body, or (if no such recommendation has been made, or in the case of an Alternative Rate);

- (bb) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate, or (if the Independent Adviser determines that no such spread is customarily applied); or
- (cc) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4(l)(i)(B) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Perpetual Notes.

“Benchmark Amendments” has the meaning given to it in Condition 4(l)(i)(D).

“Benchmark Event” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or
- (ii) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Perpetual Notes; or
- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

- (vi) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above of this definition, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be; (b) in the case of sub-paragraph (iv) above of this definition, on the date of the prohibition of use of the Original Reference Rate; and (c) in the case of sub-paragraph (v) above of this definition, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

For the avoidance of doubt, none of the Trustee or the Agents shall have any responsibility for monitoring or determining whether or not a Benchmark Event has occurred or may occur.

“business day” means a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in the place of the specified office of the Calculation Agent.

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by (and at the expense of) the Issuer under Condition 4(l)(i)(A).

“Original Reference Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Distribution Rate (or any component part thereof) on the Perpetual Notes.

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (bb) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(ii) Benchmark Discontinuation (SOFR)

This Condition 4(l)(ii) shall only apply to U.S. dollar-denominated Perpetual Notes where so specified hereon.

Where the applicable Pricing Supplement specifies this Condition 4(l)(ii) (Benchmark Discontinuation (SOFR)) as applicable:

(A) Benchmark Replacement

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Perpetual Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(B) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time, and the Issuer shall deliver to the Trustee and the Agents a certificate signed by an Authorised Signatory of the Issuer:

- (i) confirming that (1) a Benchmark Event has occurred and (2) the Benchmark Replacement, in each case as determined in accordance with the provisions of this Condition 4(l)(ii); and
- (ii) certifying that the Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement.

For the avoidance of doubt, the Trustee and the Agents shall, upon receipt of such certificate and (subject to the immediately succeeding paragraph) at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4(l)(ii). Noteholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee or any of the Agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

No such determination, decision or election shall be binding on the Trustee and the Agents and none of the Trustee and the Agents shall be obliged to concur in any consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4(l)(ii) if in the opinion of the Trustee or the relevant Agent (as the case may be) it would impose more onerous obligations upon the Trustee or, as the case may be, the relevant Agent or expose the Trustee or, as the case may be, the relevant Agent to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or, as the case may be, the relevant Agent in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) (as the case may be) or if they impact the operational feasibility of the Agents in any way.

(C) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 4(l)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (i) will be conclusive and binding absent manifest error, (ii) will be made in the sole discretion of the Issuer or its designee, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Perpetual Notes, shall become effective without consent from the holders of the Perpetual Notes or any other party.

(D) The following defined terms shall have the meanings set out below for purpose of this Condition 4(l)(ii):

“Benchmark” means, initially, the relevant SOFR Benchmark specified hereon; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then **“Benchmark”** means the applicable Benchmark Replacement;

“Benchmark Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(aa) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such

statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(bb) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(cc) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(aa) the sum of:

(1) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(2) the Benchmark Replacement Adjustment;

(bb) the sum of:

(1) the ISDA Fallback Rate; and

(2) the Benchmark Replacement Adjustment; or

(cc) the sum of:

(1) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Perpetual Notes at such time; and

(2) the Benchmark Replacement Adjustment;

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (aa) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (bb) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (cc) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated Floating Rate Perpetual Notes at such time;

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (aa) in the case of sub-paragraph (aa) or (bb) of the definition of “Benchmark Event”, the later of:
 - (1) the date of the public statement or publication of information referenced therein; and
 - (2) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(bb) in the case of sub-paragraph (cc) of the definition of “Benchmark Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

“**designee**” means a designee as selected and separately appointed by the Issuer in writing;

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“**ISDA Fallback Adjustment**” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“**ISDA Fallback Rate**” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“**Reference Time**” with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Simple SOFR Average or Compounded Daily SOFR is specified as applicable hereon) or SOFR Index Determination Time (where SOFR Index is specified as applicable hereon), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

“**Relevant Governmental Body**” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

“**Unadjusted Benchmark Replacement**” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) Benchmark Discontinuation (SORA)

This Condition 4(l)(iii) shall only apply to Singapore dollar-denominated Perpetual Notes where so specified in the applicable Pricing Supplement.

Where the applicable Pricing Supplement specifies this Condition 4(l)(iii) (Benchmark Discontinuation (SORA)) as applicable:

(A) Independent Adviser

Notwithstanding the provisions above in this Condition 4, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Distribution Determination Date when any Distribution Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4(l)(iii)(B)) and an Adjustment Spread, if any (in accordance with Condition 4(l)(iii)(C)), and any Benchmark Amendments (in accordance with Condition 4(l)(iii)(D)) by ten Singapore Business Days (as defined below) prior to the relevant Distribution Determination Date. An Independent Adviser appointed pursuant to this Condition 4(l)(iii)(A) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Issuing and Paying Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(l)(iii)(A). For the purposes of this Condition 4(l)(iii), “**Singapore Business Day**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore.

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement by ten Singapore Business Days prior to the relevant Distribution Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 4(l)(iii)(B)) and an Adjustment Spread if any (in accordance with Condition 4(l)(iii)(C)) and any Benchmark Amendments (in accordance with Condition 4(l)(iii)(D)).

If the Issuer is unable to determine the Benchmark Replacement by ten Singapore Business Days prior to the relevant Distribution Determination Date, the Distribution Rate applicable to the next succeeding Distribution Period shall be equal to the Distribution Rate last determined in relation to the Perpetual Notes in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Distribution Rate shall be the initial Distribution Rate. Where a different Margin or Maximum Distribution Rate or Minimum Distribution Rate is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Margin or Maximum Distribution Rate or Minimum Distribution Rate relating to the relevant Distribution Period shall be substituted in place of the Margin or Maximum Distribution Rate or Minimum Distribution Rate

relating to that last preceding Distribution Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(l)(iii)(A).

(B) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) shall (subject to adjustment as provided in Condition 4(l)(iii)(C)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future distribution payments on the Perpetual Notes (subject to the operation of this Condition 4(l)(iii)).

(C) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines (1) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (2) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(D) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines (1) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(l)(iii)(E), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agents of a certificate in English signed by an Authorised Signatory of the Issuer pursuant to Condition 4(l)(iii)(E), the Trustee and the Agents shall (at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or document supplemental to or amending the Trust Deed and/or the Agency Agreement), and the Trustee and the Agents shall not be liable to the Issuer, the Guarantor, any Noteholder or any other person for any consequences thereof, provided that the Trustee and the Agents shall not be obliged so to concur if in the opinion of the Trustee or the relevant Agent, as applicable, doing so would

impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or that Agent in these Conditions, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

For the avoidance of doubt, the Trustee and the Agents shall, at the request of the Issuer and at the expense of the Issuer, failing whom the Guarantor, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4(l)(iii)(D) provided that the Trustee and the Agents shall not be obliged to so concur if in the opinion of the Trustee or the relevant Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee and the Agents in these Conditions, the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) or if they impact the operational feasibility of the Agents in any way. Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required).

In connection with any such variation in accordance Condition 4(l)(iii)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(E) Notices, etc.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(l)(iii) will be notified promptly and at least ten Singapore Business Days prior to the relevant Distribution Determination Date by the Issuer to the Trustee, the Agents and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the Agents of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by one Director (who is also an Authorised Signatory of the Issuer) or one other Authorised Signatory of the Issuer:

(aa) confirming (1) that a Benchmark Event has occurred, (2) the Benchmark Replacement and, (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(l)(iii); and

- (bb) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Trustee and the Agents shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof and none of them shall be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for so doing. The Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee the Agents and the Noteholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(l)(iii)(A), 4(l)(iii)(B), 4(l)(iii)(C) and 4(l)(iii)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4(l)(iii) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(l)(iii)(E).

(G) Definitions

As used in this Condition 4(l)(iii):

“Adjustment Spread” means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

- (aa) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or
- (bb) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (cc) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or

method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate with the applicable Benchmark Replacement for the purposes of determining distribution rates (or the relevant component part thereof) for the same distribution period and in the same currency as the Notes;

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines in accordance with Condition 4(l)(iii)(B) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining distribution rates (or the relevant component part thereof) for the same interest period and in the same currency as the Perpetual Notes (including, but not limited to, Singapore Government Bonds);

“Benchmark Amendments” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Distribution Period”, timing and frequency of determining rates and making distribution payments, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Distribution Period, any other amendments to these Conditions, the Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines is reasonably necessary);

“Benchmark Event” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (b) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

- (c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or
- (e) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or
- (f) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event shall be deemed to occur:

- (1) in the case of paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be;
- (2) in the case of paragraph (d) above, on the date of the prohibition or restriction of use of the Original Reference Rate; and
- (3) in the case of paragraph (f) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

For the avoidance of doubt, none of the Trustee or the Agents shall have any responsibility for monitoring or determining whether or not a Benchmark Event has occurred or may occur and none of them shall be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other person for not doing so.

“Benchmark Replacement” means the Interpolated Benchmark, provided that if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Distribution Determination Date, then **“Benchmark Replacement”** means the first alternative set forth in

the order below that can be determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be):

- (aa) Term SORA;
- (bb) Compounded SORA;
- (cc) the Successor Rate;
- (dd) the ISDA Fallback Rate (including Fallback Rate (SOR)); and
- (ee) the Alternative Rate

“Compounded SORA” means the compounded average of SORAs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrears with the selected mechanism to determine the interest amount payable prior to the end of each Distribution Period) being established by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) in accordance with:

- (aa) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Nominating Body for determining Compounded SORA;

provided that if, and to the extent that, the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) determines that Compounded SORA cannot be determined in accordance with paragraph (a) above of this definition of “Compounded SORA”, then:

- (bb) the rate, or methodology for this rate, and conventions for this rate that have been selected by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) giving due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes at such time.

Notwithstanding the foregoing, Compounded SORA will include a selected mechanism as specified in the applicable Pricing Supplement to determine the interest amount payable prior to the end of each Distribution Period;

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

“Fallback Rate (SOR)” has the meaning ascribed to it in the 2006 ISDA Definitions as amended and supplemented by Supplement number 70, published on 23 October 2020.

“Independent Adviser” means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(l)(iii)(A);

“Interpolated Benchmark” with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (2) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc. or any successor thereto, as may be updated, amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“ISDA Fallback Adjustment” means the spread adjustment (which may be positive or negative value or zero) that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

“ISDA Fallback Rate” means the rate that would apply for derivative transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Original Reference Rate” means, initially, Swap Offer Rate or SORA, as the case may be (being the originally-specified reference rate of applicable tenor used to determine the Distribution Rate) or any component part thereof, including the relevant USD London Interbank Offered Rate, provided that if a Benchmark Event has occurred with respect to Swap Offer Rate or SORA, as the case may be, or the then-current Original Reference Rate, then “Original Reference Rate” means the applicable Benchmark Replacement;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

(aa) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(bb) any working group or committee sponsored by, chaired or co- chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof;

“**SORA**” or “**Singapore Overnight Rate Average**” with respect to any Business Day means a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Business Day immediately following such Business Day;

“**Successor Rate**” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor; and

“**Term SORA**” means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been selected or recommended by the Relevant Nominating Body, or as determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(A)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes.

5 Redemption and Purchase

- (a) **No Fixed Redemption Date:** The Perpetual Notes are perpetual notes 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 to redeem or purchase them in accordance with the following provisions of this Condition 5.
- (b) **Redemption for Taxation Reasons:** The Perpetual Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date (if this Perpetual Note is a Floating Rate Perpetual Note) or at any time (if this Perpetual Note is not a Floating Rate Perpetual Note), on giving not less than 30 nor more than 60 days’ irrevocable notice to the Noteholders in accordance with Condition 14 and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar, at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid), if:

- (i) the Issuer (or if the Guarantee was called, the Guarantor) satisfies the Trustee immediately before the giving of such notice that it has or will become obliged to pay additional amounts as described under Condition 7 as a result of any change in, or amendment to, the laws (or regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or, in each case, any authority thereof or therein having power to tax (or any taxing authority of any taxing jurisdiction to which the Issuer or the Guarantor, as the case may be, is or has become subject), or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, or the Perpetual Notes are not or will not be regarded as **“debt securities”** for the purposes of Section 43N(4) of the Income Tax Act, Chapter 134 of Singapore (the **“ITA”**) and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations, or Distributions (including any Arrears of Distribution and any Additional Distribution Amount) are not or will not be regarded as interest payable and such payments are not or will not be entitled to the tax concessions and exemptions (including the withholding tax exemption) available to interest payable on **“qualifying debt securities”** under the ITA, or distributions are not or will not be regarded as sums **“payable by way of interest upon money borrowed”** for the purposes of Section 14(1)(a) of the ITA, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Perpetual Notes; and
- (ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) 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 the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Perpetual Notes (or Guarantee, as the case may be) then due. Prior to the publication of any notice of redemption pursuant to this Condition 5(b), the Issuer shall deliver to the Trustee a certificate in English signed by two Authorised Signatories of the Issuer stating that the obligation referred to in (i) above of this Condition 5(b) cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it. The Trustee shall be entitled, without further enquiry and without liability to any Noteholder, any Couponholder or any other person, to accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) above of this Condition 5(b), in which event it shall be conclusive and binding on the Noteholders and Couponholders.

- (c) **Redemption for Accounting Reasons:** If Redemption for Accounting Reasons is specified hereon, the Perpetual Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders in accordance with Condition 14 and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid) if, as a result of any changes or amendments to the Singapore Financial Reporting Standards (International) issued by the Singapore Accounting Standards Council as amended from time to time (**“SFRS(I)”**) or any other accounting standards that may replace SFRS(I) for the purposes of the consolidated financial statements of the Guarantor as amended from time to time (the **“Relevant Accounting Standards”**), the Perpetual Notes and/or the Guarantee of the Perpetual Notes must not or must no longer be recorded as **“equity”** of the Guarantor pursuant to the Relevant Accounting Standards.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c), the Guarantor shall deliver to the Trustee a certificate in English signed by two Authorised Signatories of the Guarantor stating that the circumstances referred to above prevail and setting out the details of such circumstances and an opinion addressed to the Trustee 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 Standards is due to take effect. The Trustee shall be entitled, without further enquiry and without liability to any Noteholder, Couponholder or any other person, to rely on such certificate and opinion and it shall be conclusive evidence of the satisfaction of the entitlement of the Issuer to publish a notice of redemption pursuant to this Condition 5(c). Each such certificate and opinion shall be conclusive and binding on Noteholders and Couponholders. All Perpetual Notes shall be redeemed on the date specified in such notice in accordance with this Condition 5(c), provided that such date for redemption shall be no earlier than 90 days prior to the last day before the date on which the Perpetual Notes and/or the Guarantee of the Perpetual Notes must not or must no longer be so recorded as **"equity"** of the Guarantor pursuant to the Relevant Accounting Standards.

- (d) **Redemption for tax deductibility reasons:** The Perpetual Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders in accordance with Condition 14 and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, at the Early Redemption Amount as specified in the applicable Pricing Supplement if 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 (or any taxing authority of any taxing jurisdiction to which the Issuer or the Guarantor, as the case may be, is or has become subject) which is enacted, promulgated, issued or becomes effective on or after the Issue Date;
 - (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 on or after the Issue Date; or
 - (iii) any 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 position advised by the Issuer's tax advisers or the previously generally accepted position which is issued or announced on or before the Issue Date,

the Distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer are no longer or would no longer be, or within 90 days of the date of the opinion referred to in paragraph (y) below of this Condition 5(d) would no longer be, regarded as sums **"payable by way of interest upon any money borrowed"** for the purpose of Section 14(1)(a) of the ITA (a **"Tax Deductibility Event"**), provided that no notice of redemption may be given earlier than 90 days prior to the effective date on which payments on the Perpetual Notes would 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.

Prior to the publication of any notice of redemption pursuant to this Condition 5(d), the Issuer shall deliver or procure that there is delivered to the Trustee (x) a certificate in English signed by two Authorised Signatories of the Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances and (y) an opinion of the Issuer's independent auditors or tax advisers of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change, amendment, interpretation or pronouncement has taken place or is due to take effect, and the Trustee shall be entitled, without further enquiry and without liability to any Noteholder, any Couponholder or any other person, to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in this Condition 5(d), in which event the same shall be conclusive and binding on the Noteholders.

- (e) **Redemption at the Option of the Issuer:** If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) in accordance with Condition 14 and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, redeem all or, if so provided, some of the Perpetual Notes on any Optional Redemption Date. Any such redemption of Perpetual Notes shall be at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(e).

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Perpetual Notes shall specify the principal amount of Registered Perpetual Notes drawn and the holder(s) of such Registered Perpetual Notes, to be redeemed, which shall have been drawn in such place and in such manner as determined by the Issuer and notified in writing to the Trustee, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

- (f) **Redemption in the case of Minimal Outstanding Amount:** If Minimal Outstanding Amount Redemption Option is specified hereon, the Issuer may, at any time, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) and to the Trustee, the Issuing and Paying Agent, the CMU Lodging and Paying Agent or the CDP Issuing and Paying Agent, as the case may be, and (in the case of Registered Notes) the Registrar in writing, redeem the Perpetual Notes, in whole, but not in part, at their principal amount (together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount, if applicable) accrued to but excluding the date fixed for redemption but unpaid) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Notes outstanding is less than 10 per cent. of the aggregate principal amount originally issued. All Perpetual Notes shall be redeemed on the date specified in such notice in accordance with this Condition 5(f).
- (g) **No Other Redemption:** The Issuer shall not be entitled to redeem the Perpetual Notes and shall have no obligation to make any payment of principal in respect of the Perpetual Notes otherwise than as provided in Condition 5(b) and, to the extent specified hereon, in Conditions 5(c) to 5(f) (both inclusive), and as otherwise specified hereon.

- (h) **Purchases:** Each of the Issuer, the Guarantor and their respective Subsidiaries may at any time purchase Perpetual Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (i) **Cancellation:** All Perpetual Notes purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Perpetual Note together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Perpetual Notes, by surrendering the Certificate representing such Perpetual Notes to the Registrar and, in each case, if so surrendered, the same shall, together with all Perpetual Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Perpetual Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Perpetual Notes shall be discharged.

6 Payments and Talons

- (a) **Bearer Notes:** Payments of principal and Distributions (including any Arrears of Distribution and any Additional Distribution Amount) in respect of Bearer Notes (other than those held in the CMU Service) shall, subject as mentioned below, be made against presentation and surrender of the relevant Perpetual Notes (in the case of all other payments of principal and, in the case of Distribution, as specified in Condition 6(f)(v)) or Coupons (in the case of Distributions, save as specified in Condition 6(f)(ii)), as the case may be:
 - (A) in the case of a currency other than Renminbi by transfer to an account denominated in such currency with, a Bank; and
 - (B) in the case of Renminbi, by transfer to a relevant account maintained by or on behalf of the Noteholder with a bank in Hong Kong. If a holder does not maintain a relevant account in respect of a payment to be made under the Perpetual Notes, the Issuer reserves the right, in its sole discretion and upon such terms as it may determine, to make arrangements to pay such amount to that holder by another means, provided that the Issuer shall not have any obligation to make any such arrangements.

Payments of principal and Distributions (including any Arrears of Distribution and any Additional Distribution Amount) in respect of Bearer Notes held in the CMU Service shall be made to the person(s) for whose account(s) interests in the relevant Bearer Note are credited as being held with the CMU Service in accordance with the CMU Rules (as defined in the Trust Deed) at the relevant time.

For the purpose of this Condition 6(a), “**relevant account**” means the Renminbi account maintained by or on behalf of the Noteholder with:

- (i) in the case of Notes cleared through the CMU Service; a bank in Hong Kong; or
- (ii) in the case of Notes cleared through the CDP System, a bank in Singapore or Hong Kong.

In this Condition 6(a) and in Condition 6(b), “**Bank**” means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) **Registered Perpetual Notes:**

- (A) Payments of principal in respect of Registered Perpetual Notes (other than those held in the CMU Service) shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 6(b)(B).
- (B) Distribution on Registered Perpetual Notes (other than those held in the CMU Service) shall be paid to the person shown on the Register at the close of business (i) on the fifteenth day before the due date for payment thereof or (ii) in the case of Perpetual Notes denominated in Renminbi, on the fifth day before the due date for payment thereof (the “**Record Date**”). Payments of Distributions on each Registered Perpetual Note shall be made:
- (x) in the case of a currency other than Renminbi, in the relevant currency by transfer to an account in the relevant currency maintained by the payee with a Bank; and
- (y) in the case of Renminbi, by transfer to the registered account of the Noteholder. If a holder does not maintain a registered account in respect of a payment to be made under the Perpetual Notes, the Issuer reserves the right, in its sole discretion and upon such terms as it may determine, to make arrangements to pay such amount to that holder by another means, provided that the Issuer shall not have any obligation to make any such arrangements.
- (C) Payments of principal and Distributions (including any Arrears of Distribution and any Additional Distribution Amount) in respect of Registered Perpetual Notes held in the CMU Service shall be made to the person(s) for whose account(s) interests in the relevant Registered Perpetual Notes are credited as being held with the CMU Service in accordance with the CMU Rules at the relevant time.

For the purposes of this Condition 6(b), “**registered account**” means the Renminbi account maintained by or on behalf of the Noteholder with:

- (i) in the case of Notes cleared through the CMU Service, a bank in Hong Kong; or
- (ii) in the case of Notes cleared through the CDP System, a bank in Singapore or Hong Kong,

details of which appear on the Register at the close of business on the fifth business day before the due date for payment.

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Perpetual Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

- (d) **Payments subject to Fiscal Laws:** Save as provided in Condition 7, all payments will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws to which the Issuer or the Guarantor agrees to be subject and the Issuer or the Guarantor will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Issuing and Paying Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agents initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Issuing and Paying Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain:
- (i) an Issuing and Paying Agent;
 - (ii) a Registrar in relation to Registered Perpetual Notes;
 - (iii) a Transfer Agent in relation to Registered Perpetual Notes;
 - (iv) a CMU Lodging and Paying Agent in relation to Perpetual Notes accepted for clearance through the CMU Service;
 - (v) a CDP Issuing and Paying Agent in relation to Perpetual Notes cleared through the CDP System;
 - (vi) one or more Calculation Agent(s) where these Conditions so require; and
 - (vii) such other agents as may be required by any other stock exchange on which the Perpetual Notes may be listed.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 6(c).

Notice of any such change or any change of any specified office shall promptly be given by the Issuer to the Noteholders.

- (f) **Unmatured Coupons and unexchanged Talons:**
- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Perpetual Notes, such Perpetual Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the principal amount or Early Redemption Amount, as

the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Perpetual Note, unmatured Coupons relating to such Perpetual Note (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 Note, any unexchanged Talon relating to such Perpetual Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Where any Bearer Note that provides that the relevant unmatured Coupons are to become void upon the due date for redemption of those Perpetual Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity and/or security and/or pre-funding as the Issuer or the Issuing and Paying Agent may require.
 - (v) If the due date for redemption of any Perpetual Note is not a Distribution Payment Date, Distributions accrued from the preceding Distribution Payment Date or the Distribution Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be.
- (g) **Talons:** On or after the Distribution Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent 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).
- (h) **Non-Business Days:** If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this Condition 6(h), “**business day**” means a day (other than a Saturday, a Sunday or a public holiday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” hereon and:
- (i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
 - (ii) (in the case of a payment in euro) which is a TARGET Business Day; or
 - (iii) (in the case of Renminbi cleared through the CMU Service) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong; or
 - (iv) (in the case of Renminbi cleared through the CDP System) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Singapore and Hong Kong.

- (i) **Renminbi fallback:** Notwithstanding any other provision in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, neither the Issuer nor the Guarantor, in their sole discretion, is able to satisfy payments of principal or Distributions in respect of Notes when due in Renminbi (in the case of Notes cleared through the CMU Service) in Hong Kong, or (in the case of Notes cleared through the CDP System) in Singapore, the Issuer or the Guarantor as the case may be, on giving not less than 10 nor more than 30 days' irrevocable notice to the Noteholders and the Paying Agent prior to the due date for the relevant payment, settle any such payment (in the case of Notes cleared through the CMU Service) in U.S. dollars, or (in the case of Notes cleared through the CDP System) in Singapore dollars, on the due date at, (in the case of Notes cleared through the CMU Service), the U.S. Dollar Equivalent or, (in the case of Notes cleared through the CDP System), the Singapore Dollar Equivalent of any such Renminbi denominated amount.

In such event, payment of the U.S. Dollar Equivalent or the Singapore Dollar Equivalent (as applicable) of the relevant amounts due under the Perpetual Notes shall be made by:

- (i) in the case of Notes cleared through the CMU Service, in U.S. dollars by transfer to a U.S. dollar denominated account with a bank in New York City; or
- (ii) in the case of Notes cleared through the CDP System, transfer to a Singapore dollar denominated account maintained by the payee with a bank in Singapore.

In this Condition 6(i):

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange):

- (i) in the case of Notes cleared through the CMU Service, in Hong Kong, in Singapore and in New York City; or
- (ii) in the case of Notes cleared through the CDP System, in Singapore;

"Determination Date" means the day which:

- (i) in the case of Notes cleared through the CMU Service, is two Determination Business Days before the due date of the relevant amount under these Conditions; or
- (ii) in the case of Notes cleared through the CDP System, is seven Determination Business Days before the due date of the relevant amount under these Conditions;

"Governmental Authority" means:

- (i) in the case of Notes cleared through the CMU Service, any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong; or
- (ii) in the case of Notes cleared through the CDP System, the Monetary Authority of Singapore or any other governmental authority or any other entity (private or public) charged with the regulation of the financial markets of Singapore;

“Illiquidity” means:

- (i) in the case of Notes cleared through the CMU Service, the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer or the Guarantor cannot obtain sufficient Renminbi in order to satisfy its obligation to pay Distributions or principal in respect of the Perpetual Notes as determined by the Issuer or the Guarantor in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the Issuer; or
- (ii) in the case of Notes cleared through the CDP System, the general Renminbi exchange market in Singapore becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay Distributions or principal in respect of the Perpetual Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the Issuer;

“Inconvertibility” means the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer or the Guarantor to convert any amount due in respect of the Perpetual Notes in the general Renminbi exchange market in, in the case of Notes cleared through the CMU Service, Hong Kong, or, in the case of Notes cleared through the CDP System, Singapore, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Non-transferability” means the occurrence of any event that makes it impossible for the Issuer or the Guarantor to transfer Renminbi between accounts:

- (i) in the case of Notes cleared through the CMU Service, inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation) in Hong Kong and in New York City; or
- (ii) in the case of Notes cleared through the CDP System, inside Singapore or from an account inside Singapore to an account outside Singapore and outside the PRC or from an account outside Singapore and outside the PRC to an account inside Singapore, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in:

- (i) in the case of Notes cleared through the CMU Service, Hong Kong; and
- (ii) in the case of Notes cleared through the CDP System, in Singapore;

“Singapore Dollar Equivalent” means the Renminbi amount converted into Singapore dollars using the relevant Spot Rate for the relevant Determination Date;

“Spot Rate” means:

- (i) in the case of Notes cleared through the CMU Service, the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF.

If such rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate; or

- (ii) in the case of Notes cleared through the CDP System, for a Determination Date, means the spot Renminbi/Singapore dollar exchange rate as determined by the Issuer at or around 11:00 a.m. (Singapore time) on such date in good faith and in a reasonable commercial manner, and if a spot rate is not readily available, the Issuer may determine the rate taking into consideration all available information which the Issuer deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in Singapore or elsewhere and the PRC domestic foreign exchange market in Singapore; and

“U.S. Dollar Equivalent” means the Renminbi amount converted into U.S. dollars using the relevant Spot Rate for the relevant Determination Date.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6(i) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Agents and all Noteholders.

7 Taxation

All payments of principal and Distributions (including any Arrears of Distribution and any Additional Distribution Amount) by or on behalf of the Issuer or the Guarantor in respect of the Perpetual Notes and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, in relation to Singapore Dollar Perpetual Notes, the Issuer or, as the case may be, the Guarantor will not be obliged to pay any additional amounts in respect of any such withholding or deduction from payments in respect of such Singapore Dollar Perpetual Notes for, or on account of, any such taxes or duties, and in relation to Non-Singapore Dollar Perpetual Notes, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been

received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Perpetual Note or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is (i) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Perpetual Note or Coupon by reason of his having some connection with Singapore other than the mere holding of the Perpetual Note or Coupon; or
- (b) **Presentation more than 30 days after the Relevant Date:** presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

As used in these Conditions, “**Relevant Date**” in respect of any Perpetual Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Perpetual Note (or the relevant Certificate) or Coupon being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to:

- (i) “**principal**” shall be deemed to include any premium payable in respect of the Perpetual Notes, any Early Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it; and
- (ii) “**principal**”, “**Distribution**”, “**Arrears of Distribution**” and “**Additional Distribution Amount**” shall be deemed to include any additional amounts in respect of any principal, Distribution, Arrears of Distribution or Additional Distribution Amount (as the case may be) may be payable under this Condition 7 or any undertaking given in addition to or in substitution for it under the Trust Deed.

For the avoidance of doubt, neither the Trustee nor any Agent shall be responsible or liable for paying any tax, duty, charges, withholding or other payment referred to in these Conditions or for determining whether such amounts are payable or the amount thereof, and none of the Trustee or any of the Agents shall be responsible or liable for (A) determining whether the Issuer, the Guarantor or any Noteholder or Couponholder is liable to pay any tax, duty, charges, withholding or other payment referred to in this Condition 7; or (B) determining the sufficiency or insufficiency of any amounts so paid. None of the Trustee or the Agents shall be responsible or liable for any failure of the Issuer, the Guarantor, any Noteholder or Couponholder, or any other third party to pay such tax, duty, charges, withholding or other payment or to provide any notice or information to the Trustee or any Agent that would permit, enable or facilitate the payment of any principal, premium (if any), Distribution or other amount under or in respect of the Perpetual Notes without deduction or withholding for or on account of any tax, duty, charges, withholding or other payment.

8 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Perpetual Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or 5 years (in the case of Distributions) from the appropriate Relevant Date in respect of them.

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 to defer that Distribution in accordance with Condition 4(h). 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 Appointees to claim from or to otherwise take any action against the Issuer and/or the Guarantor in respect of any costs, charges, fees or expenses properly incurred or liabilities incurred by such party pursuant to or in connection with the Perpetual Notes or the Trust Deed.
- (b) **Proceedings for winding-up:** If:
- (i) an order is made or an effective resolution is passed for the winding-up of the Issuer or the Guarantor; or
 - (ii) the Issuer shall not make payment in respect of the Perpetual Notes or the Guarantor shall not make payment in respect of the Guarantee, as the case may be, for a period of 10 days or more after the date on which such payment is due,
- (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 Notes (in the case of the Issuer) and the Guarantee (in the case of the Guarantor) and where such Enforcement Event is continuing, the Trustee may, subject to the provisions of Condition 9(d), institute proceedings for the winding-up of the Issuer (or, as the case may be, the Guarantor) and/or prove in the winding-up of the Issuer (or, as the case may be, the Guarantor) and/or claim in the liquidation of the Issuer and/or the Guarantor for such payment.
- (c) **Enforcement:** Without prejudice to Condition 9(a) and Condition 9(b) but subject to the provisions of Condition 9(d), the Trustee may without further notice to the Issuer or the Guarantor take such steps and/or actions and/or 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 Notes or the Guarantee (other than any payment obligation of the Issuer or the Guarantor under or arising from the Perpetual Notes or the Guarantee, including, without limitation, payment of any principal or premium or satisfaction of any Distributions (including any Arrears of Distribution and any Additional Distribution Amount) in respect of the Perpetual Notes or the Guarantee, 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 Notes unless:
- (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or requested in writing by the Noteholders of at least 25 per cent. in principal amount of the Perpetual Notes then outstanding; and
 - (ii) it shall have first been indemnified and/or secured and/or pre-funded to its satisfaction.

- (e) **Right of Noteholders:** No Noteholder 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 so bound 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 shall be continuing, in which case the Noteholder 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 Noteholders' remedy in respect of Subordinated Perpetual Notes:** 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 Noteholders of Subordinated Perpetual Notes, whether for the recovery of amounts owing in respect of the Trust Deed, the Subordinated Perpetual Notes 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 Guarantee or the Subordinated Perpetual Notes (as applicable).

10 Meetings of Noteholders, Modification, Waiver and Substitution

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including without limitation the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provisions of the Trust Deed or the Agency Agreement. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Trustee if requested in writing by Noteholders holding not less than 10 per cent. in principal amount of the Perpetual Notes for the time being outstanding and subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing more than 50 per cent. in principal amount of the Perpetual Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the principal amount of the Perpetual Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*:
 - (i) to modify the maturity of the Perpetual Notes or to amend the dates of redemption of the Perpetual Notes, or the dates on which any Distribution (including Arrears of Distribution or Additional Distribution Amounts) is payable on the Perpetual Notes;
 - (ii) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Perpetual Notes;
 - (iii) to reduce the Distribution Rate in respect of the Perpetual Notes or to vary the method or basis of calculating the Distribution Rate or the basis for calculating any Distribution Amount in respect of the Perpetual Notes;
 - (iv) if a Minimum Distribution Rate and/or a Maximum Distribution Rate or Redemption Amount is shown hereon, to reduce any such Minimum Distribution Rate and/or Maximum Distribution Rate;
 - (v) to vary any method of, or basis for, calculating the Early Redemption Amount;
 - (vi) to vary the currency or currencies of payment or denomination of the Perpetual Notes;

- (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution;
- (viii) to modify or cancel the Guarantee; or
- (ix) if this Perpetual Note is a Subordinated Perpetual Note, to amend the subordination provisions in the Trust Deed, the Guarantee relating to the Subordinated Perpetual Notes or these Conditions (as they relate to the subordination of Subordinated Perpetual Notes),

in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Perpetual Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Perpetual Notes outstanding or passed by Electronic Consent (as defined in the Trust Deed) shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

The Conditions may be amended, modified or varied in relation to any Series of Perpetual Notes by the terms of the relevant Pricing Supplement in relation to such Series.

- (b) **Modification and Waiver of the Trust Deed:** The Trustee may agree, without the consent of the Noteholders or Couponholders, to:
 - (i) any modification of any of the provisions of the Trust Deed, the Agency Agreement and/or these Conditions that, in its opinion, is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable law or is required by Euroclear and/or Clearstream and/or CMU and/or CDP; and
 - (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, the Agency Agreement and/or these Conditions that is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders.

Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, unless the Trustee otherwise agrees, such modification, authorisation or waiver shall be notified by the Issuer to the Noteholders as soon as practicable.

- (c) **Substitution:** The Trust Deed contains provisions permitting (but not obliging) the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders or the Couponholders, to the substitution of the Issuer's successor in business or any Subsidiary of the Issuer or its successor in business or the substitution of the Guarantor's successor in business or any Subsidiary of the Guarantor or its successor in business in place of the Issuer or the Guarantor, as the case may be, or of any

previous substituted company, as principal debtor or guarantor, as the case may be, under the Trust Deed and the Perpetual Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing the Perpetual Notes, the Coupons, the Talons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

- (d) **Entitlement of the Trustee:** In connection with the exercise of its functions, rights, powers and discretions (including but not limited to those referred to in this Condition 10), the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee, acting for and on behalf of the Noteholders, shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or the Guarantor or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

11 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor, any Subsidiary of the Issuer or the Guarantor and any entity related (directly or indirectly) to the Issuer or the Guarantor without accounting for any profit.

The Trustee may rely without liability to Noteholders, Couponholders or any other person on any report, confirmation or certificate from or any advice or opinion of any accountants, legal advisers, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation, certificate, advice or opinion, in which event such report, confirmation, certificate, advice or opinion shall be binding on the Issuer, the Guarantor, the Noteholders and the Couponholders.

12 Replacement of Perpetual Notes, Certificates, Coupons and Talons

If a Perpetual Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may include, *inter alia*, that if the allegedly lost, stolen or destroyed Perpetual Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Perpetual Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer, the Guarantor, the Issuing and Paying Agent and/or the Registrar may require. Mutilated or defaced Perpetual Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

13 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Perpetual Notes in all respects (or in all respects except for the issue date and the first payment of Distribution on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Perpetual Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Perpetual Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 13 and forming a single series with the Perpetual Notes. Any further securities consolidated and forming a single series with the outstanding securities of any series (including the Perpetual Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides.

14 Notices

Notices to the holders of Registered Perpetual Notes shall be in English and be 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 a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Singapore (which is expected to be *The Business Times* or, if any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Singapore). Notwithstanding the foregoing, so long as the Perpetual Notes are listed on the SGX-ST, notices to the holders of the Perpetual Notes will be valid if published on the website of the SGX-ST (www.sgx.com). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 14.

So long as the Perpetual Notes are represented by a Global Note or a Global Certificate and such Global Note or Global Certificate is held in its entirety on behalf of Euroclear, Clearstream and/or the CMU Service and/or CDP, there may be substituted for such publication in such newspapers (i) the delivery of the relevant notice to Euroclear, Clearstream and/or the CMU Service and/or (subject to the agreement of CDP) CDP for communication by it to the Noteholders or (ii) in the case of CDP, the recorded delivery of the relevant notice to the persons shown in the latest record received from CDP as holding interests in such Global Note or Global Certificate, except that if the Perpetual Notes are listed on any stock exchange and the rules of such stock exchange so require, notice will in any event be published in accordance with the preceding paragraphs. Any such notice shall be deemed to have been given to the Noteholders on the day on which the said notice was given to, as the case may be, Euroclear and/or Clearstream or the CMU Service or the date of despatch of such notice to the persons shows in the records maintained by CDP.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relevant Perpetual Note or Perpetual Notes, with the Issuing and Paying Agent (in the case of Bearer Perpetual Notes) or the Registrar (in the case of Registered Perpetual Notes) or such other Agent as may be specified in these Conditions. Whilst the Perpetual Notes are represented by a Global Note or a Global Certificate, such notice may be given by any Noteholder to the Issuing and

Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent through, as the case may be, Euroclear and/or Clearstream or the CMU Service or CDP in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar or, as the case may be, such other Agent and, as the case may be, Euroclear and/or Clearstream or the CMU Service or CDP may approve for this purpose.

Notwithstanding the other provisions of the Conditions, in any case where the identities and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

15 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Perpetual Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or the Guarantor or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Perpetual Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Perpetual Note or Coupon, the Issuer, failing whom the Guarantor, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer, failing whom the Guarantor, shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition 15, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Perpetual Note or Coupon or any other judgment or order.

16 Rights of Third Parties

No person shall have any right to enforce any term or condition of the Perpetual Notes under the [Contracts (Rights of Third Parties) Act 1999]² / [Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore]³ but this shall not affect any right or remedy that exists or is available apart from such Act and is without prejudice to the rights of the Noteholders as set out in Conditions 9(c) and 9(e).

17 Governing Law and Jurisdiction

- (a) **Governing Law:** The Trust Deed [as supplemented by the Supplemental Trust Deed]³, the Perpetual Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, [English]² / [Singapore]³ law, except that the subordination provisions set out in Condition 3(b) applicable to the Issuer and the Guarantor shall be governed by and construed in accordance with the laws of the Republic of Singapore.

² Include for Notes governed by English law.

³ Include for Notes governed by Singapore law.

- (b) **Jurisdiction:** The Courts of [England]² /[Singapore]³ are to have jurisdiction to settle any disputes that may arise out of or in connection with any Perpetual Notes, Coupons or Talons or the Guarantee and accordingly any legal action or proceedings arising out of or in connection with any Perpetual Notes, Coupons, Talons or the Guarantee (“**Proceedings**”) may be brought in such courts. Each of the Issuer and the Guarantor has in the Trust Deed irrevocably submitted to the non-exclusive jurisdiction of the courts of [England]²/[Singapore]³ and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each of the holders of the Perpetual Notes, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) **[Service of Process:** Each of the Issuer and the Guarantor has in the Trust Deed appointed TMF Global Services (UK) Limited at its registered office at 8th Floor, 20 Farringdon Street, London EC4A 4AB as their agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not, it is forwarded to and received by the Issuer or the Guarantor). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, each of the Issuer and the Guarantor irrevocably agrees to forthwith appoint a substitute process agent and shall immediately notify the Trustee, and as soon as reasonably practicable, notify the Noteholders of such appointment (in accordance with Condition 14). Nothing herein shall affect the right to serve process in any manner permitted by law.]²

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

1 Initial Issue of Notes

Global Notes and Global Certificates may be delivered on or prior to the original issue date of the Tranche to a common depository for Euroclear and Clearstream (the “**Common Depository**”), CDP or the CMU.

Upon the initial deposit of a Global Note with a Common Depository, CDP or a sub-custodian for the HKMA as operator of the CMU, or registration of Registered Notes in the name of (i) any nominee for Euroclear and Clearstream, (ii) CDP and/or (iii) the HKMA as operator of the CMU and delivery of the relative Global Certificate to the Common Depository or CDP or a sub-custodian for the HKMA as operator of the CMU (as the case may be), the relevant clearing system will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Common Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream or other clearing systems.

2 Relationship of Accountholders with Clearing Systems

Save as provided in the following paragraph, each of the persons shown in the records of Euroclear, Clearstream, CDP or any other clearing system (each an “**Alternative Clearing System**”) as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, CDP or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, CDP or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

If a Global Note or a Global Certificate is lodged with a sub-custodian for the CMU, the person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in accordance with the CMU Rules shall be the only person(s) entitled (or in the case of Registered Notes, directed or deemed by the CMU as entitled) to receive payments in respect of Notes represented by such Global Note or Global Certificate and the Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in respect of each amount so paid. Each of the persons shown in the records of the CMU as the beneficial holder of a particular principal amount of Notes represented by such Global Note or Global Certificate must look solely to the CMU for his share of each payment so made by the Issuer in respect of such Global Note or Global Certificate.

3 Exchange

3.1 Temporary Global Notes

Subject to as provided in the relevant Conditions as applicable to Partly Paid Notes or Partly Paid Perpetual Notes (as the case may be), each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Pricing Supplement indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “Summary of the Programme – Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Pricing Supplement, for Definitive Notes.

The CMU may require that any such exchange for a permanent Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant account holders (as set out in a CMU Issue Position Report (as defined in the rules of the CMU) or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) have so certified.

3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3.3 below, in part for Definitive Notes:

- (i) if the permanent Global Note is held on behalf of Euroclear or Clearstream or the CMU Service 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 holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
- (ii) if the permanent Global Note is cleared through the CDP System (as defined in “Clearance and Settlement – The Clearing Systems – CDP”) and (a) an event of default, enforcement event or analogous event entitling an accountholder or the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing, (b) CDP has closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (c) CDP has announced an intention to permanently cease business and no alternative clearing system is available or (d) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes 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.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3.3 Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of the Common Depositary, CDP or the CMU and/or an Alternative Clearing System, the rules of the Common Depositary, CDP or the CMU and/or such Alternative Clearing System so permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes if so provided in, and in accordance with, the relevant Conditions of the Notes (which will be set out in the relevant Pricing Supplement) relating to Partly Paid Notes or Partly Paid Perpetual Notes (as applicable).

3.4 Global Certificates

If the Pricing Supplement states that the Notes are to be represented by a Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, CDP, the CMU or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by a Global Certificate pursuant to Condition 2(b) may only be made:

- (a) in whole but not in part, if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (b) in whole or in part, with the consent of the Issuer; or
- (c) if the Global Certificate is cleared through CDP and:
 - an event of default, enforcement event or analogous event entitling an accountholder or the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing; or
 - CDP has closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise); or
 - CDP has announced an intention to permanently cease business and no alternative clearing system is available; or
 - CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes 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,

provided that, in the case of the first transfer of part of a holding pursuant to this paragraph 3.3, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

3.5 Delivery of Notes

On or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent, or, in the case of Notes lodged with CDP, the CDP Issuing and Paying Agent). In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes. In this Offering Circular, “Definitive Notes” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

The CMU may require the issue and deposit of such permanent Global Note with a sub-custodian without permitting the withdrawal of the temporary Global Note so exchanged, although any interests thereon exchanged shall have been properly effected in its records.

3.6 Exchange Date

“**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

4 Amendment to Conditions

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the Terms and Conditions of the Notes other than Perpetual Notes and the Terms and Conditions of the Perpetual Notes set out in this Offering Circular. The following is a summary of certain of those provisions:

4.1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note (except with respect to a Global Note held through the CMU) will be made against

presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes.

For the purpose of any payments made in respect of a Global Note, the relevant place of presentation (if applicable) shall be disregarded in the definition of “business day” set out in Condition 7(h) of the Terms and Conditions of the Notes other than the Perpetual Notes (in the case of Notes other than Perpetual Notes) or Condition 6(h) of the Terms and Conditions of the Perpetual Notes (in the case of Perpetual Notes).

All payments in respect of Notes represented by a Global Certificate (other than a Global Certificate held through CDP or the CMU) will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

All payments in respect of Notes represented by a Global Certificate held through CDP will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the fifth business day before the due date for payment.

In respect of a Global Note or Global Certificate representing Notes held through the CMU, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Global Note or Global Certificate are credited (as set out in the records of the CMU) at the close of business on the Clearing System Business Day for the CMU immediately prior to the date of payment and, save in the case of final payment, no presentation of the relevant bearer Global Note or Global Certificate shall be required for such purpose.

4.2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8 of the Terms and Conditions of the Notes other than the Perpetual Notes (in the case of Notes other than Perpetual Notes) or Condition 7 of the Terms and Conditions of the Perpetual Notes (in the case of Perpetual Notes)).

4.3 Meetings

The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note or the Notes represented by a Global Certificate shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder’s holding, whether or not represented by a Global Certificate.)

4.4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant permanent Global Note or its presentation to or to the order of the Issuing and Paying Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent or, in the case of Notes lodged with CDP, the CDP Issuing and Paying Agent) for endorsement in the relevant schedule of such permanent Global Note or in the case of a Global Certificate, by reduction in the aggregate principal amount of the Certificates in the Register, whereupon the principal amount thereof shall be reduced for all purposes by the amount so cancelled and endorsed.

4.5 Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer, the Guarantor or any of their respective Subsidiaries (as defined in the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, in the Terms and Conditions of the Perpetual Notes) if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

4.6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, by the Terms and Conditions of the Perpetual Notes, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, CDP, the CMU or any other clearing system (as the case may be).

4.7 Noteholders' Options

Any option of the Noteholders provided for in the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, in the Terms and Conditions of the Perpetual Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Issuing and Paying Agent (or, in the case of Notes lodged with the CMU or the CDP, the CMU Lodging and Paying Agent and the CDP Issuing and Paying Agent respectively) within the time limits relating to the deposit of Notes with a relevant Paying Agent set out in the Conditions substantially in the form of the notice available from any relevant Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised and the option may be exercised in respect of the whole or any part of such permanent Global Note, and stating the principal amount of Notes in respect of which the option is exercised and at the same time presenting the permanent Global Note to the Issuing and Paying Agent, or to a relevant Paying Agent acting on behalf of the Issuing and Paying Agent (or, in the case of Notes lodged with the CMU or the CDP, the CMU Lodging and Paying Agent and the CDP Issuing and Paying Agent respectively), for notation. Any option of the Noteholders provided for in the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, in the Terms and Conditions of the Perpetual Notes while such Notes are represented by a permanent Global Certificate may be exercised in respect of the whole or any part of the holding of Notes represented by such Global Certificate.

4.8 Trustee's Powers

In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to such Global Note or Registered Notes and may consider such interests as if such accountholders or participants were the holders of the Notes represented by such Global Note or Global Certificate.

4.9 Notices

So long as any Notes are represented by a Global Note or a Global Certificate and such Global Note or Global Certificate is held on behalf of:

- (i) the Common Depository for Euroclear and Clearstream or any other clearing system (except as provided in (ii) and (iii) below of this paragraph 4.9), notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, by the Terms and Conditions of the Perpetual Notes or by delivery of the relevant notice to the holder of the Global Note or Global Certificate; or
- (ii) CDP, subject to the agreement of CDP, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to CDP for communication by it to entitled accountholders in substitution for publication as required by the Terms and Conditions of the Notes other than Perpetual Notes or, as the case may be, by the Terms and Conditions of the Perpetual Notes or by delivery of the relevant notice to the holder of the Global Note or Global Certificate; or
- (iii) the CMU, notices to the holders of Notes or Perpetual Notes of that Series may be given by delivery of the relevant notice to the CMU in substitution for publication as required by the relevant Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Certificate, and any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to the CMU.

5 Partly Paid Notes

The provisions relating to Partly Paid Notes are not set out in this Offering Circular, but will be contained in the relevant Pricing Supplement and the applicable Global Notes. While any instalments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Notes will be used for the purpose of refinancing existing borrowings, financing the investments and general corporate purposes of the Issuer and the Guarantor unless otherwise specified in the relevant Pricing Supplement.

TAXATION

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 MAS and IRAS in force as at the date of this Offering Circular 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. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. 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 Notes 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. Prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Notes, 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 Guarantor, the Arrangers and 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 Notes.

In addition, the disclosure below is on the assumption that the IRAS regards each tranche of the Perpetual Notes as “debt securities” for the purposes of the ITA and that distributions (including any Arrears of Distribution and Additional Distribution Amounts) made under each tranche of the Perpetual Notes will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax concessions and exemptions available for qualifying debt securities (“QDS”), provided that the other conditions for the Qualifying Debt Securities Scheme are satisfied. If any tranche of the Perpetual Notes is not regarded as “debt securities” for the purposes of the ITA, any distributions (including any Arrears of Distribution and Additional Distribution Amounts) made under any tranche of the Perpetual Notes are not regarded as interest payable on indebtedness or holders thereof are not eligible for the tax concessions or exemptions under the QDS scheme, the tax treatment to holders may differ. Investors and holders of any tranche of the Perpetual Notes 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 Notes.

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 is arranged by DBS Bank Ltd., The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Morgan Stanley Asia (Singapore) Pte., Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited, each of which is a Financial Sector Incentive (Capital Market) Company or a Financial Sector Incentive (Standard Tier) Company (as defined in the ITA) at such time, any tranche of the Notes (the “**Relevant Notes**”) issued as debt securities under the Programme during the period from the date of this Offering Circular to 31 December 2023 would be QDS for the purposes of the ITA, to which the following treatment shall apply:

- subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Notes 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 Notes 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, the “**Qualifying Income**”) from the Relevant Notes 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 Notes are not obtained from such person’s operation through a permanent establishment in Singapore, are exempt from Singapore tax;

- subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes 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
- subject to:
 - (aa) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the ITA; and
 - (bb) the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

payments of Qualifying Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- (A) if during the primary launch of any tranche of Relevant Notes, the Relevant Notes of such tranche are issued to fewer than four persons and 50.0 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as QDS; and
- (B) even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50.0 per cent. or more of such Relevant Notes which are outstanding at any time during the life of the issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Notes 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 Notes 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 “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in the ITA as follows:

- “**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;

- **“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; and
- **“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.

References to “break cost”, “prepayment fee” and “redemption premium” 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. the Qualifying Income) is derived from the Relevant Notes 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 Notes 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. the Qualifying Income) derived from the Relevant Notes is not exempt from tax is required to include such income in a return of income made under the ITA.

Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes 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 Notes who apply or are required to apply Singapore Financial Reporting Standard (“FRS”) 39, FRS 109 or SFRS(I) 9 (as the case may be) 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 Notes, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please refer to “Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes”.

Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes

Section 34A of the ITA provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The IRAS has also issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement”.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Holders of the Notes who may be subject to the tax treatment under Sections 34A or 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

REMITTANCE OF RENMINBI INTO AND OUTSIDE THE PRC

The following is a general summary of the laws and regulations relating to the remittance of Renminbi into and outside the PRC. It is for general information only, and does not purport to be an exhaustive or comprehensive description of those laws and regulations.

Renminbi is not a freely convertible currency. The remittance of Renminbi into and outside the PRC is subject to control imposed under PRC law.

Current Account Items

Under PRC foreign exchange control regulations, current account items refer to any transaction for international receipts and payments involving goods, services, earnings and other frequent transfers.

Prior to July 2009, all current account items were required to be settled in foreign currencies with limited exceptions. Following progressive reforms, Renminbi settlement of imports and exports of goods and of services and other current account items became permissible nationwide in 2012.

Since July 2013, the procedures for cross-border Renminbi trade settlement under current account items have been simplified and trades through e-commerce can also be settled under in Renminbi under the current regulatory regime. A cash pooling arrangement for qualified multinational enterprise group companies was introduced in late 2014, under which a multinational enterprise group can process cross-border Renminbi payments and receipts for current account items on a collective basis for eligible member companies in the group. In addition, the eligibility requirements for multinational enterprise groups have been lowered and the cap for net cash inflow has been increased in September 2015.

The regulations referred to above are subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying these regulations and impose conditions for settlement of current account items.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of, and/or registration of filing with, the relevant PRC authorities.

Until recently, settlement of capital account items, for example, the capital contribution of foreign investors to foreign invested enterprises in the PRC, were generally required to be made in foreign currencies. Under progressive reforms, foreign enterprises are now permitted use Renminbi to settle all capital account items that can be settled in foreign currencies. Cross-border Renminbi payment infrastructure and trading facilities are being improved. Approval, registration and filing requirements specifically for capital account payments in Renminbi are being removed gradually.

PRC entities are also permitted to borrow Renminbi-denominated loans from foreign lenders (which are referred to as “**foreign debt**”) and lend Renminbi-denominated loans to foreign borrowers (which are referred to as “**outbound loans**”), as long as such PRC entities have the necessary quota, approval or registration. PRC entities may also denominate security or guarantee arrangements in Renminbi and make Renminbi payments thereunder to parties in the PRC as well as other jurisdictions (which is referred to as “**cross-border security**”). Under current rules promulgated by the State Administration of Foreign Exchange of the PRC (“**SAFE**”) and PBOC, foreign debts borrowed, outbound loans extended, and the cross-border security provided by a PRC onshore entity (including a financial institution) in Renminbi shall, in principle, be

regulated under the current PRC foreign debt, outbound loan and cross-border security regimes applicable to foreign currencies. After piloting in the free trade zones, PBOC and SAFE launched a nation-wide system of macro-prudential management on cross-border financing in 2016, which provides for a unified regime for financings denominated in both foreign currencies and Renminbi.

Since September 2015, qualified multinational enterprise groups can extend Renminbi-denominated loans to, or borrow Renminbi-denominated loans from, eligible offshore member entities within the same group by leveraging the cash pooling arrangements. The Renminbi funds will be placed in a special deposit account and may not be used to invest in stocks, financial derivatives, or non-self-use real estate assets, or purchase wealth management products or extend loans to enterprises outside the group.

The securities markets, specifically the Renminbi Qualified Foreign Institutional Investor (“**RQFII**”) regime and the China Interbank Bond Market (“**CIBM**”), have been further liberalised for foreign investors. PBOC has relaxed the quota control for RQFII, and has also expanded the list of eligible foreign investors in CIBM, removed quota restriction, and granted more flexibility for the settlement agents to provide the relevant institutions with more trading facilities (for example, in relation to derivatives for hedging foreign exchange risk).

Interbank foreign exchange market is also opening-up. In January 2016, CFETS set forth qualifications, application materials and procedure for foreign participating banks (which need to have a relatively large scale of Renminbi purchase and sale business and international influence) to access the inter-bank foreign exchange market.

Recent reforms introduced were aimed at controlling the remittance of Renminbi for payment of transactions categorised as capital account items. There is no assurance that the PRC Government will continue to gradually liberalise the control over Renminbi payments for capital account item transactions in the future. The relevant regulations are relatively new and will be subject to interpretation and application by the relevant PRC authorities. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

CLEARANCE AND SETTLEMENT

The information set out below is subject to any change in, or reinterpretation of, the rules, regulations and procedures of Euroclear and Clearstream, CDP, the CMU or any other clearing system (together, the “Clearing Systems”) currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantor, any other party to the Agency Agreement, the Arrangers nor any Dealer will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to, or payments made on account of, such beneficial ownership interests.

The relevant Pricing Supplement will specify the Clearing System(s) applicable for each Series.

Bearer Notes

The Issuer may make applications to Euroclear and Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. The Issuer may also apply to have Bearer Notes accepted for clearance through CDP or the CMU. In respect of Bearer Notes, a temporary Global Note and/or a permanent Global Note will be deposited with a Common Depository, with CDP or with a sub-custodian for the HKMA as operator of the CMU. Transfers of interests in a temporary Global Note or a permanent Global Note will be made in accordance with the normal market debt securities operating procedures of the CMU, CDP, Euroclear and Clearstream. Each Global Note will have an International Securities Identification Number (“ISIN”) and a Common Code or a CMU Instrument Number, as the case may be. Investors in Notes of such Series may hold their interests in a Global Note through Euroclear or Clearstream, CDP or the CMU, as the case may be.

Registered Notes

The Issuer may make applications to Euroclear and Clearstream for acceptance in their respective book-entry systems in respect of the Notes to be represented by a Global Certificate. The Issuer may also apply to have Notes represented by a Global Certificate accepted for clearance through CDP or the CMU. Transfers of interests in a Global Certificate will be made in accordance with the normal market debt securities operating procedures of Euroclear, Clearstream, CDP or the CMU, as the case may be. Each Global Certificate will have an ISIN and a Common Code or a CMU Instrument Number. Investors in Notes of such Series may hold their interests in a Global Certificate only through Euroclear or Clearstream, CDP or the CMU, as the case may be.

All Registered Notes will initially be in the form of a Global Certificate. Individual Certificates will only be available in the amounts specified in the applicable Pricing Supplement.

Transfers of Registered Notes

Transfers of interests in Global Certificates within Euroclear, Clearstream, CDP and the CMU will be in accordance with the usual rules and operating procedures of the relevant clearing system. Beneficial interests in a Global Certificate may only be held through CDP, Euroclear or Clearstream.

Individual Certificates

Registration of title to Registered Notes in a name other than a depository or its nominee for Euroclear and Clearstream, CDP or the CMU will be permitted only in the circumstances set forth in “Summary of Provisions Relating to the Notes while in Global Form – Exchange – Global Certificates”. In such circumstances, the Issuer will cause sufficient individual Certificates to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholder(s). A person having an interest in a Global Certificate must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such individual Certificates.

Clearance and Settlement

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, CDP and the CMU currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer and the Guarantor believe to be reliable, but none of the Issuer, the Guarantor, the Arrangers, the Trustee, any Agent or any Dealer or any person who controls any of them, or any of their respective officers, employees, advisers or agents, or any affiliate of any such person, takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee, the Agents or any other party to the Agency Agreement or any person who controls any of them, or any of their respective officers, employees, advisers or agents, or any affiliate of any such person, will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to, or payments made on account of, such beneficial ownership interests.

The Clearing Systems

The relevant Pricing Supplement will specify the Clearing System(s) applicable for each Series.

Euroclear and Clearstream

Euroclear and Clearstream 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 accounts of such participants. Euroclear and Clearstream 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 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 is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Distributions of principal and interest with respect to book-entry interests in the Notes held through Euroclear or Clearstream will be credited, to the extent received by any Paying Agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant Clearing System’s rules and procedures.

CDP

In respect of Notes 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 (the “**CDP System**”) maintained by CDP. Notes 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 Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a Global Note or Global Certificate for persons holding the Notes in securities accounts with CDP (the “**Depositors**”). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. Settlement of over-the-counter trades in the Notes through the CDP System may be effected through securities sub-accounts held with corporate depositors (“**Depository Agents**”). Depositors holding the Notes in direct securities accounts with CDP, and who wish to trade Notes through the CDP System, must transfer the Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement. Market participants may mutually agree on a different settlement period for over-the-counter trades.

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 Notes 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 Paying Agent in Singapore or any other Agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

The CMU

The CMU is a central depository service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the members of this service (“**CMU Members**”) of Exchange Fund Bills and Notes Clearing and Settlement Service securities and capital markets instruments (together, “**CMU Instruments**”) which are specified in the CMU Reference Manual as capable of being held within the CMU.

The CMU is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the CMU is open to all financial institutions regulated by the Hong Kong Monetary Authority, Securities and Futures Commission, Insurance Authority or Mandatory Provident Fund Schemes Authority. For further details on the full range of the CMU’s custodial services, please refer to the CMU Reference Manual.

The CMU has an income distribution service which is a service offered by the CMU to facilitate the distribution of interest, coupon or redemption proceeds (collectively, the “**income proceeds**”) by CMU Members who are paying agents to the legal title holders of CMU Instruments via the CMU system. Furthermore, the CMU has a corporate action platform which allows an issuer (or its agent) to make an announcement/notification of a corporate action and noteholders to submit the relevant certification. For further details, please refer to the CMU Reference Manual.

An investor holding an interest through an account with either Euroclear or Clearstream in any Notes held in the CMU will hold that interest through the respective accounts which Euroclear and Clearstream each have with the CMU.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

The Programme Dealers and any further Dealer appointed in accordance with the dealer agreement dated 9 November 2021 (as modified, supplemented and/or restated from time to time, the “**Dealer Agreement**”) have agreed with the Issuer and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer will reimburse the Arrangers for agreed expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer and the Guarantor have agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Certain Matters Relating to the Dealers

The Dealers and certain of their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. In connection with each Tranche of Notes issued under the Programme, the Dealers or certain of their affiliates may purchase Notes and be allocated Notes for asset management and/or proprietary purposes but not with a view to distribution. Further, any of the Dealers or their respective affiliates may purchase Notes for its or their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to such Notes and/or other securities of the Issuer, the Guarantor or their respective subsidiaries or affiliates at the same time as the offer and sale of each Tranche of Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Tranche of Notes to which a particular Pricing Supplement relates (notwithstanding that such selected counterparties may also be purchasers of such Tranche of Notes).

Each of the Dealers and its affiliates may also have performed certain investment banking and advisory services for the Issuer, the Guarantor and/or their respective subsidiaries or affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions with and perform services for the Issuer, the Guarantor and/or their respective subsidiaries or affiliates in the ordinary course of their business and receive fees for so acting. In addition to the transactions noted above, each Dealer and its affiliates may engage in other transactions with, and perform services for, the Issuer, the Guarantor or their respective subsidiaries or affiliates in the ordinary course of their business. While each Dealer and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a Dealer or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes. Each Dealer may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Notes.

The Dealers and/or their respective affiliates which are lenders and/or agents under the financing arrangements or other existing debt instruments of the Group routinely hedge their credit exposure to the Group consistent with their customary risk management policies. Typically, the Dealers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Group's securities, including potentially the Notes. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes.

Selling Restrictions

United States

The Notes and the Guarantee have not been and will not be registered under the Securities Act and, subject to certain exceptions, the Notes may not be offered or sold within the United States. Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Notes within the United States, except as permitted by the Dealer Agreement.

Bearer Notes 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. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations thereunder.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, or sell or, in the case of Bearer Notes, deliver (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 Notes 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 Notes sold to or through more than one Dealer, by each of such Dealers with respect to Notes 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 Notes during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Prohibition of Sales to EEA Retail Investors

Unless the Pricing Supplement in respect of the Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, "**MiFID II**"); or

- (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”); and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area (each, a “**Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Offering Circular as completed by the pricing supplement in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) if the pricing supplement in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation.

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression “**an offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the applicable Pricing Supplement in respect of any Notes specifies the “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the applicable Pricing Supplement in respect of any Notes specifies the “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Offering Circular as completed by the applicable Pricing Supplement in relation thereto to the public in the United Kingdom, except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) if the applicable Pricing Supplement in relation to the Notes specify that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a “**Public Offer**”), following the date of publication of a prospectus in relation to such Notes which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by final terms contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA, or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression “**an offer of Notes to the public**” in relation to any Note means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated, an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes 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 Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes 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 or securities-based derivatives contracts (each term as defined in Section 2(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 Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, 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 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Hong Kong

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold, and will not offer or sell, in Hong Kong, by means of any document, any Notes other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO, or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Winding up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) 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 Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan Law (Act No. 25 of 1948, as amended; the “**Financial Instruments and Exchange Act**”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer, the Guarantor and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Pricing Supplement issued in respect of the issue of Notes to which it relates or in a supplement to this Offering Circular.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Offering Circular or any other offering material or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer agrees that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes 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 neither the Issuer, the Guarantor, the Trustee, the Agents nor any of the other Dealers shall have any responsibility therefor.

If a jurisdiction requires that an offering of any of the Notes 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, such offering shall be deemed to be made by the Dealers or such affiliate on behalf of the Issuer such jurisdiction.

FORM OF PRICING SUPPLEMENT FOR NOTES OTHER THAN PERPETUAL NOTES

The form of Pricing Supplement that will be issued in respect of each Tranche of Notes other than Perpetual Notes, subject only to the deletion of non-applicable provisions, is set out below:

[MiFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative market*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

[PRIIPs REGULATION – PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[PRIIPs REGULATION – PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not

a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[The Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]¹

[Date]

CLI TREASURY LIMITED
(Legal Entity Identifier: 2549004ZRTSZ1O68WQ47)
S\$6,000,000,000
Euro Medium Term Note Programme
(established on 9 November 2021)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
unconditionally and irrevocably guaranteed by CapitaLand Investment Limited

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes other than Perpetual Notes (the “**Conditions**”) set forth in the Offering Circular dated 9 November 2021 [and the supplemental Offering Circular dated [date]] ([together,] the “**Offering Circular**”). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date:

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes other than Perpetual Notes (the “**Conditions**”) set forth in the Offering Circular dated 9 November 2021 [and the supplemental Offering Circular dated [date]] ([together,] the “**Offering Circular**”). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular, save in respect of the Conditions which are extracted from the Offering Circular dated 9 November 2021 and are attached hereto.]

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Notes by any person who (i) is not resident in Singapore and (ii) carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act, Chapter 134 of Singapore (the “**Income Tax Act**”), shall not apply if such person acquires such Notes 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 derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

¹ For any Notes to be offered to investors in Singapore, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination [must/may need to] be £100,000 or its equivalent in any other currency.]

- | | | |
|----------|---|---|
| 1 | (a) Issuer: | CLI Treasury Limited |
| | (b) Guarantor: | CapitaLand Investment Limited |
| 2 | (a) Series Number: | [●] |
| | (b) [Tranche Number: <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes became fungible.)</i>] | [●] |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount: | |
| | (a) Series: | [●] |
| | (b) [Tranche:] | [●] |
| 5 | (a) Issue Price: | [●] per cent., of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (if applicable, in the case of fungible issues only)] |
| | (b) [[Net/Gross] Proceeds: | [●] |
| 6 | (a) Specified Denominations: | [●] |
- (Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*
- “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”*)
- (N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation the [€100,000] minimum denomination is not required.)*
- (In the case of Registered Notes, this means the minimum integral amount in which transfers can be made.)*

- (b) Calculation Amount:
- (If only one Specified Denomination, insert the Specified Denomination.*
- If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
- 7 (a) Trade Date:
- (b) Issue Date:
- (c) Interest Commencement Date: *[Specify/Issue Date/Not Applicable]*
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)
- 8 Maturity Date: *[Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to the relevant month and year]²*
- 9 Interest Basis: per cent. Fixed Rate
- [[LIBOR/EURIBOR/SOFR Benchmark/SIBOR/SOR/SORA Benchmark]* per cent.*
- Floating Rate]
- [Zero Coupon]
- [Index Linked Interest] [Dual Currency Interest]
- [specify other]*
- (further particulars specified below)
- 10 Redemption/Payment Basis: [Redemption at par]
- [Index Linked Redemption]
- [Dual Currency Redemption]
- [Partly Paid]
- [Instalment]
- [specify other]*

² Note that for Renminbi denominated Fixed Rate Notes where the Payment Dates are subject to modification it will be necessary to use the second option here.

* Parties to consider the various IBOR cessation dates (particularly 31 December 2021) and the maturity date of the Notes in selecting a Reference Rate. Please note that under the terms of the documentation, the IBOR rate will be replaced by the fallback referred to in Condition 5(m). For most IBORs this will take effect as of 31 December 2021.

- 11 Change of Interest or Redemption/
Payment Basis: [Specify details of any provision for change of
Notes into another Interest Basis or
Redemption/Payment Basis]
- 12 Put/Call Options: [Put Option]

[Call Option]

[Minimal Outstanding Amount Redemption
Option]

[(further particulars specified below)]
- 13 (a) Status of the Notes: [Senior]

(b) Status of the Guarantee: [Senior]
- 14 Listing and admission to trading: [SGX-ST/Other (specify)/None]
- 15 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 16 Fixed Rate Note Provisions: [Applicable/Not Applicable]

*(If not applicable, delete the remaining
sub-paragraphs of this paragraph)*
- (a) Rate(s) of Interest: [●] per cent. per annum [payable [annually/
semi-annually/quarterly/other (specify)] in
arrear]

*(If payable other than annually, consider
amending Condition 5 (Interest and Other
Calculations))*
- (b) Interest Payment Date(s): [[●] in each year up to and including the
Maturity Date]/[specify other]³

*(N.B. This will need to be amended in the case of
long or short coupons)*

³ Note that for certain Renminbi denominated Fixed Rate Notes, the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date will be the next succeeding Business Day unless it would thereby fall in the next calendar month in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, "Business Day" means a day, other than a Saturday or a Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and currency deposits) in Singapore [and [●]]."

- (c) Fixed Coupon Amount(s): per Calculation Amount⁴
- (d) Broken Amount(s): per Calculation Amount, payable on the Interest Payment Date falling [in/on]
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or Actual/365 (Fixed) or *[specify other]*]
- (f) [Determination Date(s): in each year [*(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon) (N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*]
- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes: *[None/give details]*
- 17** Floating Rate Note Provisions: *[Applicable/Not Applicable]*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (a) Specified Period(s)/Specified Interest Payment Dates:
- (b) Business Day Convention: *[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*[specify other]*]*
- (c) Additional Business Centre:
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: *[Screen Rate Determination/ISDA Determination/*specify other*]*
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Issuing and Paying Agent):

⁴ For Hong Kong Dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.05 in the case of Renminbi denominated Fixed Rate Notes or to the nearest HK\$0.01, HK\$0.005 in the case of Hong Kong Dollar denominated Fixed Rate Notes, being rounded upwards."

(f) Screen Rate Determination:

(i) Reference Rate: [●]

*[Either LIBOR, EURIBOR, SOFR Benchmark, SIBOR, SOR, SORA Benchmark or other, although additional information is required if other]**

(ii) Payment Delay Period: [●]

(Only applicable in the case of Compounded Daily SOFR: Payment Delay or Compounded Daily SORA: Payment Delay)

(iii) Interest Determination Date(s): [●]

(Second Business Day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)

(iv) Relevant Screen Page: [●]

(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

(v) SOFR: [Applicable/Not Applicable]

• SOFR Benchmark [Not Applicable/Compounded Daily SOFR/SOFR Index]

(Only applicable where the Reference Rate is SOFR)

• Compounded Daily SOFR [Not Applicable/SOFR Lookback/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout]

(Only applicable in the case of Compounded Daily SOFR)

* Parties to consider the various IBOR cessation dates (particularly 31 December 2021) and the maturity date of the Notes in selecting a Reference Rate. Please note that under the terms of the documentation, the IBOR rate will be replaced by the fallback referred to in Condition 5(m). For most IBORs this will take effect as of 31 December 2021.

- Lookback Days [Not Applicable/[●] U.S. Government Securities Business Day(s)]

(Only applicable in the case of SOFR Lookback. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)
- SOFR Observation Shift Days [Not Applicable/[●] U.S. Government Securities Business Day(s)]

(Only applicable in the case of SOFR Observation Shift or SOFR Index. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)
- Interest Period Date(s) [Not Applicable/[●]]

(Only applicable in the case of SOFR Payment Delay)
- Interest Payment Delay Days [Not Applicable/[●] U.S. Government Securities Business Day(s)]

(Only applicable in the case of SOFR Payment Delay. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)
- SOFR Rate Cut-Off Date [Not Applicable/The day that is [●] U.S. Government Securities Business Day(s) prior to the end of each Interest Accrual Period]

(Only applicable in the case of Simple SOFR Average, Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)
- SOFR Index_{Start} [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the first day of the relevant Interest Accrual Period]

(Only applicable in the case of SOFR Index)

- SOFR Index_{End} [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the Interest Period Date for the relevant Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date)]

(Only applicable in the case of SOFR Index. Note that Interest Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)

(vi) SORA: [Applicable/Not Applicable]

- Calculation method: [Lockout/Lookback/Backward Shifted Observation Period/Not Applicable]
- Observation Period and the value of “p” for such purpose: [Not Applicable/[●] Singapore Business Day(s)]
- SORA Rate Cut-Off Date: [Not Applicable/The day that is [●] Singapore Business Day(s) prior to the end of each Interest Accrual Period]

(Note that Interest Determination Date should fall at least 5 Singapore Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)

- SORA Index_{Start}: [Not Applicable/[●] Singapore Business Day(s) preceding the first date of the relevant Interest Accrual Period]

(Only applicable in the case of SORA Index Average)

- SORA Index_{End}: [Not Applicable/[●] Singapore Business Day(s) preceding the Interest Period End Date relating to the relevant Interest Accrual Period]

(Only applicable in the case of SORA Index Average. Note that Interest Determination Date should fall at least 5 Singapore Business Days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent.)

- (g) ISDA Determination:
- (i) Floating Rate Option: [●]
 - (ii) Designated Maturity: [●]
 - (iii) Reset Date: [●]
- (h) Margin(s):
- (i) Minimum Rate of Interest: [●] per cent., per annum
 - (j) Maximum Rate of Interest: [●] per cent., per annum
- (k) Day Count Fraction: [Actual/Actual or Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360 30/360 or Bond Basis
30E/360 or Eurobond Basis
30E/360 (ISDA) Other]
(See Condition 5 (Interest and Other Calculations) for alternatives)
- (l) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [Condition 5(m)(i) (Benchmark Discontinuation (General)/Condition 5(m)(ii) (Benchmark Discontinuation (SOFR)/Condition 5(m)(iii) (Benchmark Discontinuation (SORA)/specify other if different from those set out in the Conditions]
- 18** Zero Coupon Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) [Amortisation/Accrual] Yield: [●] per cent. per annum
 - (b) Reference Price: [●]
 - (c) Any other formula/basis of determining amount payable: [●]
 - (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Condition 6(b)(i) (Redemption, Purchase and Options – Early Redemption – Zero Coupon Notes)]
(Consider applicable day count fraction if not U.S. Dollar denominated)

- 19** Index Linked Interest Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Index/Formula: [give or annex details]
- (b) Calculation Agent: [give name]
- (c) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Issuing and Paying Agent): [●]
- (d) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (e) Specified Period(s)/Specified Interest Payment Dates: [●]
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (g) Additional Business Centre: [●]
- (h) Minimum Rate of Interest: [●] per cent. per annum
- (i) Maximum Rate of Interest: [●] per cent. per annum
- (j) Day Count Fraction: [●] per cent. per annum
- 20** Dual Currency Interest Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Issuing and Paying Agent): [●]
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (d) Person at whose Option Specified Currency(ies) is/are payable: [●]

PROVISIONS RELATING TO REDEMPTION

- 21** Call Option: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[●] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part: [●]
- (i) Minimum Redemption Amount: [●]
- (ii) Maximum Redemption Amount: [●]
- (d) Notice period (if other than as set out in the Conditions): [●]
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Issuing and Paying Agent or Trustee)*
- 22** Put Option: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [[●] per Calculation Amount/specify other/see Appendix]
- (c) Notice period (if other than as set out in the Conditions): [●]
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Issuing and Paying Agent or Trustee)*

- 23** Minimum Outstanding Amount Redemption Option: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Notice period (if other than as set out in the Conditions): [●]
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Issuing and Paying Agent or Trustee)*
- 24** Final Redemption Amount: [[●] per Calculation Amount/specify other/see Appendix]
- 25** Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6 (Redemption, Purchase and Options)): [[●] per Calculation Amount/specify other/see Appendix]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 26** Form of Notes: [Bearer Notes/Registered Notes]
- [Bearer Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- [Bearer Notes: Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Bearer Notes: Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

(Ensure that this is consistent with the wording in the “Summary of the Programme – Form of the Notes” section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)

[Registered Notes: Global Certificate (●) nominal amount exchangeable for Registered Notes in definitive form in the limited circumstances specified in the Global Certificate]

27 Additional Financial Centre(s) or other special provisions relating to Payment Dates:

[Not Applicable/give details]

(Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraphs 17(c) and 19(g) relate)

28 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):

[Yes/No. If yes, give details]

29 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:

[Not Applicable/give details. N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]

30 Details relating to Instalment Notes:

(a) Instalment Amount(s):

[Not Applicable/give details]

(b) Instalment Date(s):

[Not Applicable/give details]

31 [Place for Notices:

[specify]]

32 Other final terms:

[Not Applicable/give details]

DISTRIBUTION

- 33** (a) If syndicated, names of Managers: [Not Applicable/*give details*]
- (b) Stabilisation Coordinator(s) (if any): [Not Applicable/*give details*]
- 34** If non-syndicated, name of [Not Applicable/*give name*] relevant Dealer(s): [Not Applicable/*give details*]
- 35** U.S. selling restrictions: [Reg. S Compliance Category; TEFRA D/TEFRA C/TEFRA not applicable] The Notes are being offered and sold only in accordance with Regulation S.
- 36** Additional selling restrictions: [Not Applicable/*give details*]
- 37** Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
- (If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*
- 38** Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]
- (If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*
- 39** [Private bank commission: [Not Applicable/*give details*]]

OPERATIONAL INFORMATION

- 40** Any clearing system(s) other than CDP, Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [CMU Service/Not Applicable/*give name(s) and number(s)*]
- 41** Delivery: Delivery [against/free of] payment
- 42** Additional Paying Agent(s) (if any): [●]
- 43** ISIN Code: [●]
- 44** Common Code: [●]
- 45** CFI: [[●]/Not Applicable]

- 46 FISN: [[●]/Not Applicable]
(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be “Not Applicable”.)

GENERAL

- 47 The aggregate principal amount of Notes in the Specified Currency issued has been translated into Singapore Dollars at the rate specified, producing a sum of: [Not applicable/Exchange rate of Specified Currency: Singapore Dollar/Singapore Dollars equivalent: [●]]
- 48 In the case of Registered Notes, specify the location of the office of the Registrar: [●]
- 49 In the case of Bearer Notes, specify the location of the office of the Issuing and Paying Agent if other than London: [●]
- 50 Ratings: [The Notes to be issued are unrated]
- 51 Applicable Governing Document: Trust Deed dated 9 November 2021 [and Singapore Supplemental Trust Deed dated 9 November 2021]
- 52 Governing Law: [English law] [Singapore law]

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue and admission to trading on [Singapore Exchange Securities Trading Limited] [*or specify other relevant regulated market*] of the Notes described herein pursuant to the S\$6,000,000,000 Euro Medium Term Note Programme of CLI Treasury Limited established on 9 November 2021.

[STABILISATION

In connection with this issue, [*insert name of Stabilisation Coordinator*] (the “**Stabilisation Coordinator**”) (or persons acting on behalf of any Stabilisation Coordinator) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Coordinator(s) (or persons acting on behalf of any Stabilisation Coordinator(s)) in accordance with all applicable laws and rules.]

[INVESTMENT CONSIDERATIONS

There are significant risks associated with the Notes including, but not limited to, counterparty risk, country risk, price risk and liquidity risk. Investors should contact their own financial, legal, accounting and tax advisers about the risks associated with an investment in these Notes, the appropriate tools to analyse that investment, and the suitability of the investment in each investor’s particular circumstances. No investor should purchase the Notes unless that investor understands and has sufficient financial resources to bear the price, market liquidity, structure and other risks associated with an investment in these Notes.

Before entering into any transaction, investors should ensure that they fully understand the potential risks and rewards of that transaction and independently determine that the transaction is appropriate given their objectives, experience, financial and operational resources and other relevant circumstances. Investors should consider consulting with such advisers as they deem necessary to assist them in making these determinations.

MATERIAL ADVERSE CHANGE STATEMENT

[Except as disclosed in this document, there/There] has been no significant change in the financial or trading position of the Guarantor or of the Group since [*insert date of last audited accounts or interim accounts (if later)*] and no material adverse change in the financial position or prospects of the Guarantor or of the Group since [*insert date of last published annual accounts.*]

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of CLI Treasury Limited

By:

Duly authorised

Signed on behalf of CapitaLand Investment Limited

By:

Duly authorised

FORM OF PRICING SUPPLEMENT FOR PERPETUAL NOTES

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Perpetual Notes issued under the Programme.

[MiFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Perpetual Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Perpetual Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Perpetual Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Perpetual Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Perpetual Notes has led to the conclusion that: (i) the target market for the Perpetual Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Perpetual Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative market.*] Any person subsequently offering, selling or recommending the Perpetual Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Perpetual Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

[PRIIPs REGULATION – PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Perpetual Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Perpetual Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Perpetual Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[PRIIPs REGULATION – PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Perpetual Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it

forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Perpetual Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Perpetual Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[The Perpetual Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]¹

[Date]

CLI TREASURY LIMITED
(Legal Entity Identifier: 2549004ZRTSZ1O68WQ47)
S\$6,000,000,000
Euro Medium Term Note Programme
(established on 9 November 2021)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Perpetual Notes]
unconditionally and irrevocably guaranteed by CapitaLand Investment Limited

This document constitutes the Pricing Supplement relating to the issue of Perpetual Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Perpetual Notes (the “**Conditions**”) set forth in the Offering Circular dated 9 November 2021 [and the supplemental Offering Circular dated [●]] ([together,] the “**Offering Circular**”). This Pricing Supplement contains the final terms of the Perpetual Notes and must be read in conjunction with the Offering Circular. Full information on the Issuer, the Guarantor and the offer of the Perpetual Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date:

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Perpetual Notes (the “**Conditions**”) set forth in the Offering Circular dated 9 November 2021 [and the supplemental Offering Circular dated [date]] ([together,] the “**Offering Circular**”). This Pricing Supplement contains the final terms of the Perpetual Notes and must be read in conjunction with the Offering Circular, save in respect of the Conditions which are extracted from the Offering Circular dated 9 November 2021 and are attached hereto.]

[An advance tax ruling will be requested from the Inland Revenue Authority of Singapore (“**IRAS**”) to confirm, amongst other things, whether the IRAS would regard the Perpetual Notes as “debt securities” for the purposes of the Income Tax Act, Chapter 134 of Singapore (the “**Income Tax Act**”) and the distributions (including Arrears of Distribution and any Additional Distribution Amounts) made under the Perpetual Notes as interest payable on indebtedness such that holders of the Perpetual Notes may enjoy the tax concessions and exemptions available for qualifying debt securities under the qualifying debt securities scheme, as set out in the section “*Taxation – Singapore Taxation*” of the Offering Circular provided that the relevant conditions are met.

¹ For any Perpetual Notes to be offered to investors in Singapore, the Issuer to consider whether it needs to re-classify the Perpetual Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

There is no guarantee that a favourable ruling will be obtained from the IRAS. In addition, no assurance is given that the Issuer can provide all information or documents requested by the IRAS for the purpose of the ruling request, and a ruling may not therefore be issued.

If the Perpetual Notes are not regarded as “debt securities” for the purposes of the Income Tax Act and/or holders thereof are not eligible for the tax concessions under the qualifying debt securities scheme, the tax treatment to holders may differ.

No assurance, warranty or guarantee is given on the tax treatment to holders of the Perpetual Notes in respect of the distributions payable to them (including Arrears of Distribution and Additional Distribution Amounts). Investors should therefore consult their own accounting and tax advisers regarding the Singapore income tax consequence of their acquisition, holding and disposal of the Perpetual Notes.]*

Where interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, prepayment fee, redemption premium or break cost is derived from any of the Perpetual Notes by any person who (i) is not resident in Singapore and (ii) carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions and if applicable) under the Income Tax Act, Chapter 134 of Singapore (the “**Income Tax Act**”), shall not apply if such person acquires such Perpetual Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, prepayment fee, redemption premium or break cost derived from the Perpetual Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]

[The minimum denomination [must/may need to] be £100,000 or its equivalent in any other currency.]

- 1 (i) Issuer: CLI Treasury Limited
- (ii) Guarantor: CapitaLand Investment Limited
- 2 (i) Series Number: [●]
- (ii) *[Tranche Number: (If fungible with an existing Series, details of that Series, including the date on which the Perpetual Notes become fungible.)]* [●]
- 3 Specified Currency or Currencies: [●]

* To be inserted where a tax ruling is requested.

- 4 Aggregate Nominal Amount:
- (i) Series: [●]
- (ii) [Tranche:] [●]
- 5 (i) Issue Price: [●] per cent., of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
- (ii) [[Net/Gross] Proceeds: [●]]
- 6 (i) Specified Denominations: [●]

(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:

“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Perpetual Notes in definitive form will be issued with a denomination above [€199,000].”)

(N.B. If an issue of Perpetual Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation the [€100,000] minimum denomination is not required.)

(In the case of Registered Perpetual Notes, this means the minimum integral amount in which transfers can be made.)

- (ii) Calculation Amount: [●]

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

- 7 (i) Trade Date: [●]
- (ii) Issue Date: [●]
- (iii) Distribution Commencement Date: [Specify/Issue Date/Not Applicable]

- 8** Distributions:
- (i) Distribution Basis: per cent. Fixed Rate]
 [[specify reference rate] +/- per cent. Floating Rate]
 [Other (specify)] (further particulars specified below)
- (ii) Distribution Deferral:
- (iii) Cumulative Deferral:
- (iv) Non-Cumulative Deferral; Optional Distribution:
- (v) Additional Distribution:
- (vi) Dividend Stopper:
- 9** Look Back Period:
- 10** Redemption/Payment Basis: [Redemption at par]
 [Others (specify)]
- 11** Early Redemption Amount:
- (i) Early Redemption Amount(s) per Calculation Amount payable on redemption and/or the method of calculating the same:
- (ii) Make-Whole Amount:
- (iii) Reference Rate(s): *(Singapore Dollar Swap Offer Rate) [Specify in any other case]*
- 12** Change of Redemption/Payment Basis: *[Specify details of any provision for convertibility of Perpetual Notes into another interest or redemption/payment basis]*
- 13** Call Options: [Call Option]
 [Redemption for Accounting Reasons]
 [Redemption in the case of Minimal Outstanding Amount]
 [(further details specified below)]

- 14 Status of the Perpetual Notes: [Senior Perpetual Notes/Subordinated Perpetual Notes]
- 15 Parity Obligations: [●]
- 16 Junior Obligations: [●]
- 17 Listing and admission to trading: [[●] (*specify/None*)]
- 18 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO DISTRIBUTIONS PAYABLE

- 19 Fixed Rate Perpetual Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Distribution Rate: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Distribution Payment Date(s): [●] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Relevant Business Day"*]/[not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount²
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Distribution Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [30/360/Actual/Actual (ICMA/ISDA)/other]
- (vi) [Distribution Determination Date: [●] in each year [*insert regular distribution payment dates, ignoring issue date in the case of a long or short first coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)*]]
- (vii) Other terms relating to the method of calculating distribution for Fixed Rate Perpetual Notes: [Not Applicable/*give details*]

² For Renminbi or Hong Kong Dollar denominated Fixed Rate Perpetual Notes where the Distribution Payment Dates are subject to modification the following wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Distribution Rate and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005 for the case of Renminbi denominated Fixed Rate Perpetual Notes, being rounded upwards."

20 Floating Rate Perpetual Note Provisions:	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining subparagraphs of this paragraph.)</i>
(i) Distribution Period(s):	[●]
(ii) Specified Distribution Payment Dates:	[●]
(iii) Distribution Period Date:	[●]
	<i>(Not applicable unless different from Distribution Payment Date)</i>
(iv) Distribution Period End Date:	[●]
	<i>(Not applicable unless different from Distribution Payment Date, and will be applicable in the case of SOFR Payment Delay or SORA Payment Delay)</i>
(v) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other <i>[give details]</i>]
(vi) Business Centre(s):	[●]
(vii) Manner in which the Distribution Rate(s) is/are to be determined:	[Screen Rate Determination/ISDA Determination/ <i>other (give details)</i>]*
(viii) Party responsible for calculating the Distribution Rate(s) and Distribution Amount(s) (if not the Agent):	[●]
(ix) Screen Rate Determination:	[●]
(a) Distribution Determination Date(s):	[●]
	<i>(the day falling two Business Days in London for the Specified Currency prior to the first day of such Distribution Accrual Period if the Specified Currency is not Sterling, euro or Hong Kong Dollars or Renminbi or first day of each Distribution Accrual Period if the Specified Currency is Sterling or Hong Kong Dollars or Renminbi or the day falling two TARGET Business Days prior to the first day of such Distribution Accrual Period if the Specified Currency is euro)</i>

* Parties to consider the various IBOR cessation dates (particularly 31 December 2021) and the maturity date of the Perpetual Notes in selecting a Reference Rate. Please note that under the terms of the documentation, the IBOR rate will be replaced by the fallback referred to in Condition 4(l). For most IBORs this will take effect as of 31 December 2021.

- (b) Relevant Screen Page:
- [(In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)]*
- (c) SOFR: [Applicable/Not Applicable]
- SOFR Benchmark [Not Applicable/Compounded Daily SOFR/SOFR Index]

(Only applicable where the Reference Rate is SOFR)
 - Compounded Daily SOFR [Not Applicable/SOFR Lookback/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout]

(Only applicable in the case of Compounded Daily SOFR)
 - Lookback Days [Not Applicable/ U.S. Government Securities Business Day(s)]

(Only applicable in the case of SOFR Lookback. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)
 - SOFR Observation Shift Days [Not Applicable/ U.S. Government Securities Business Day(s)]

(Only applicable in the case of SOFR Observation Shift or SOFR Index. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)
 - Distribution Payment Delay Days [Not Applicable/ U.S. Government Securities Business Day(s)]

(Only applicable in the case of SOFR Payment Delay. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)

- SOFR Rate Cut-Off Date [Not Applicable/The day that is the [●] U.S. Government Securities Business Day(s) prior to the end of each Distribution Accrual Period]

(Only applicable in the case of Simple SOFR Average, Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent)
 - SOFR Index_{Start} [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the first day of the relevant Distribution Accrual Period]

(Only applicable in the case of SOFR Index)
 - SOFR Index_{End} [Not Applicable/[●] U.S. Government Securities Business Day(s) prior to the Distribution Period Date for the relevant Distribution Accrual Period (or in the final Distribution Accrual Period, the Maturity Date)]

(Only applicable in the case of SOFR Index. Note that Distribution Determination Date should fall at least 5 U.S. Government Securities Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.)
- (d) SORA:
- Calculation method: [Lockout/Lookback/Backward Shifted Observation Period/Not Applicable]
 - Observation Period and the value of “p” for such purpose: [Not Applicable/[●] Singapore Business Day(s)]

(Note that Distribution Determination Date should fall at least 5 Singapore Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.)
 - SORA Rate Cut-Off Date: [Not Applicable/The day that is [●] Singapore Business Day(s) prior to the end of each Distribution Accrual Period]

(Only applicable in the case of Compounded Daily SORA. Note that Distribution Determination Date should fall at least 5 Singapore Business Day prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.)
 - SORA Index_{Start}: [Not Applicable/[●] Singapore Business Day(s) preceding the first date of the relevant Distribution Accrual Period]

(Only applicable in the case of SORA Index Average)

- SORA Index_{End}: [Not Applicable/[●] Singapore Business Day(s) preceding the Distribution Period End Date relating to the relevant Distribution Accrual Period]

(Only applicable in the case of SORA Index Average. Note that Distribution Determination Date should fall at least 5 Singapore Business Days prior to the Distribution Payment Date unless otherwise agreed with the Calculation Agent.)

- (x) ISDA Determination:
 - (i) Floating Rate Option: [●]
 - (ii) Designated Maturity: [●]
 - (iii) Reset Date: [●]
 - (iv) ISDA Definitions: [●] (if different to those set out in the Conditions, please specify)
- (xi) Margin(s): [+/-] [●] per cent. per annum
- (xii) Minimum Rate of Distribution: [●] per cent., per annum
- (xiii) Maximum Rate of Distribution: [●] per cent., per annum
- (xiv) Day Count Fraction: [●]
- (xv) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Perpetual Notes, if different from those set out in the Conditions: [Condition 4(l)(i) (Benchmark Discontinuation (General)/Condition 4(l)(ii) (Benchmark Discontinuation (SOFR)/Condition 4(l)(iii) (Benchmark Discontinuation (SORA))/specify other if different from those set out in the Conditions]

PROVISIONS RELATING TO REDEMPTION

- 21** Redemption for Accounting Reasons Issuer's Redemption Option Period (Condition 5(c)): [Yes/No] [*Specify maximum and minimum number of days for notice period*]
- 22** Redemption at the Option of the Issuer's Redemption Option Period (Condition 5(e)): [Yes/No] [*Specify maximum and minimum number of days for notice period*]
- 23** Redemption in the case of Minimal Outstanding Amount Issuer's Redemption Option Period (Condition 5(f)): [Yes/No] [*Specify maximum and minimum number of days for notice period*]
- 24** Redemption Amount of each Perpetual Note: [●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE PERPETUAL NOTES

- 25** Form of Perpetual Notes: [Bearer Perpetual Notes/Registered Perpetual Notes]
- [Bearer Perpetual Notes: Temporary Global Perpetual Note exchangeable for a Permanent Global Perpetual Note which is exchangeable for Definitive Perpetual Notes in the limited circumstances specified in the Permanent Global Perpetual Note]
- [Bearer Perpetual Notes: Temporary Global Perpetual Note exchangeable for Definitive Perpetual Notes on and after the Exchange Date]
- [Bearer Perpetual Notes: Permanent Global Perpetual Note exchangeable for Definitive Perpetual Notes in the limited circumstances specified in the Permanent Global Note]
- (Ensure that this is consistent with the wording in the “Summary of the Programme – Form of the Notes” section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Perpetual Notes in paragraph 6 includes language substantially to the following effect:*
- “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Perpetual Notes which is to be represented on issue by a Temporary Global Perpetual Note exchangeable for Definitive Perpetual Notes.)*
- [Registered Perpetual Notes: Global Perpetual Certificate ([●]) nominal amount exchangeable for Registered Perpetual Notes in definitive form in the limited circumstances specified in the Global Perpetual Certificate]
- 26** Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details]
- (Note that this paragraph relates to the date and place of payment)*
- 27** Talons for future Coupons to be attached to Definitive Perpetual Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]

- 28 Redenomination renominatisation and reconventioning provisions: [Not Applicable/The provisions [annexed to this Pricing Supplement] apply]
- 29 Consolidation provisions: [Not Applicable/The provisions [in Perpetual Note Condition [●]] [annexed to this Pricing Supplement] apply]
- 30 Other terms or special conditions: [Not Applicable/*give details*]

DISTRIBUTION

- 31 (i) If syndicated, names of Managers: [Not Applicable/*give name*]
- (ii) Stabilisation Coordinator (if any): [Not Applicable/*give name*]
- 32 If non-syndicated, name of Dealer: [Not Applicable/*give name*]
- 33 U.S. selling restrictions: [Reg. S Category 1/2; TEFRA D/TEFRA C/TEFRA Not Applicable] The Perpetual Notes are being offered and sold only in accordance with Regulation S.
- 34 Additional selling restrictions: [Not Applicable/*give details*]
- 35 Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
- (If the Perpetual Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Perpetual Notes may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified)*
- 36 Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]
- (If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*
- 37 [Private bank commission: [Not Applicable/*give details*]]

OPERATIONAL INFORMATION

- 38 Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A., CDP and the CMU and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
- 39 Delivery: Delivery [against/free of] payment
- 40 Additional Paying Agent(s) (if any): [●]

- 41 [ISIN Code:
- 42 Common Code:
- 43 [CMU Instrument Number:
- 44 CFI: /Not Applicable]
- 45 FISN: /Not Applicable] (If the CFI and/or FISN is not required, requested or available, it/they should be specified to be “Not Applicable”.)

GENERAL

- 46 The aggregate principal amount of Perpetual Notes in the Specified Currency issued has been translated into Singapore Dollars at the rate specified, producing a sum of: [Not applicable/Exchange rate of Specified Currency: Singapore Dollar/Singapore Dollars equivalent:
- 47 In the case of Registered Perpetual Notes, specify the location of the office of the Registrar:
- 48 In the case of Bearer Perpetual Notes, specify the location of the office of the Issuing and Paying Agent if other than London:
- 49 Ratings: [The Perpetual Notes to be issued are unrated]
- 50 Applicable Governing Document: Trust Deed dated 9 November 2021 [and Singapore Supplemental Trust Deed dated 9 November 2021]
- 51 Governing Law: [English law] [Singapore law]

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue and admission to trading on the [Singapore Exchange Securities Trading Limited] [*specify relevant stock exchange/market*] of the Perpetual Notes described herein pursuant to the S\$6,000,000,000 Euro Medium Term Note Programme of CLI Treasury Limited established on 9 November 2021.

[STABILISATION

In connection with this issue, [*insert name of Stabilisation Coordinator*] (the “**Stabilisation Coordinator**”) (or persons acting on behalf of any Stabilisation Coordinator) may over-allot Perpetual Notes or effect transactions with a view to supporting the market price of the Perpetual Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the Perpetual Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the Perpetual Notes and 60 days after the date of the allotment of the Perpetual Notes. Any

stabilisation action or over-allotment must be conducted by the relevant Stabilisation Coordinator(s) (or persons acting on behalf of any Stabilisation Coordinator(s)) in accordance with all applicable laws and rules.]

[INVESTMENT CONSIDERATIONS

There are significant risks associated with the Perpetual Notes including, but not limited to, counterparty risk, country risk, price risk and liquidity risk. Investors should contact their own financial, legal, accounting and tax advisers about the risks associated with an investment in these Perpetual Notes, the appropriate tools to analyse that investment, and the suitability of the investment in each investor’s particular circumstances. No investor should purchase the Perpetual Notes unless that investor understands and has sufficient financial resources to bear the price, market liquidity, structure and other risks associated with an investment in these Perpetual Notes.

Before entering into any transaction, investors should ensure that they fully understand the potential risks and rewards of that transaction and independently determine that the transaction is appropriate given their objectives, experience, financial and operational resources and other relevant circumstances. Investors should consider consulting with such advisers as they deem necessary to assist them in making these determinations.

MATERIAL ADVERSE CHANGE STATEMENT

[Except as disclosed in this document, there/There] has been no significant change in the financial or trading position of the Guarantor or of the Group since [insert date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Guarantor or of the Group since [*insert date of last published annual accounts.*]

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of CLI Treasury Limited

By:

Duly authorised

Signed on behalf of CapitaLand Investment Limited

By:

Duly authorised

GENERAL INFORMATION

- (1) Application has been made for permission to deal in, and for the listing or quotation for, any Notes which are agreed at the time of issue to be listed on the SGX-ST. There can be no assurance that the application to the SGX-ST will be approved.
- (2) Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in Singapore in connection with the establishment of the Programme and (in the case of the Guarantor) the Guarantee. The establishment of the Programme was authorised by resolutions of the Board of Directors of the Issuer and the Guarantor passed on 28 October 2021. The giving of the Guarantee by the Guarantor was authorised by resolutions of the Board of Directors of the Guarantor passed on 28 October 2021.
- (3) Except as disclosed in this Offering Circular, there has been no material adverse change in the financial condition or prospects in respect of the Guarantor and/or the Group since 31 December 2020.
- (4) Except as disclosed below, as far as the Issuer and the Guarantor are aware, there are no legal or arbitration proceedings pending or threatened against the Issuer, the Guarantor or any of their respective subsidiaries the outcome of which, in the opinion of the Issuer and the Guarantor, may have or have had during the 12 months prior to the date of this Offering Circular a material adverse effect on the financial position of the Group.

In June 2021, CMMT Investment Limited, a wholly-owned subsidiary of the Guarantor (the “**Relevant Subsidiary**”) was notified by the Inland Revenue Board of Malaysia (the “**Tax Authority**”) that it had completed a tax audit review on the Relevant Subsidiary, and had found that certain claims in respect of certain interest payments made to the Relevant Subsidiary’s holding company outside of the relevant jurisdiction for the years of assessment 2011 to 2018 are subject to withholding tax and not permitted tax deductions and that accordingly, the Relevant Subsidiary is to pay additional taxes and penalties amounting to the equivalent of approximately S\$40 million in total (the “**Tax Claim**”). In this regard, the Tax Authority has issued notices of additional assessment for the Tax Claim. The issuance of the notices of additional assessment is the outcome of a tax audit review (which is not an investigation) by the Tax Authority where it is of the view that additional taxes are payable together with penalties. Malaysian law provides taxpayers the right of appeal against such assessments issued by the Tax Authority. The Relevant Subsidiary has obtained a legal opinion from its tax and legal advisers in the relevant jurisdiction, that (a) the Relevant Subsidiary should fall within an exemption order under the relevant taxation law applicable to the Relevant Subsidiary, which would exempt the Relevant Subsidiary from paying any withholding tax for the said years of assessment and that, accordingly, the Relevant Subsidiary should not be denied a deduction on the interest expense incurred; and (b) as the income tax legislation in the relevant jurisdiction provides that the Tax Authority may make an assessment or additional assessment only within the preceding five years, any assessment with respect to the years of assessment 2015 and prior years would be time-barred. Despite the issuance of the notices of additional assessment, the Relevant Subsidiary has been advised by its tax and legal adviser that the tax and legal adviser is of the view there is no non-compliance of laws and regulations by the Relevant Subsidiary on the aforementioned bases. The Relevant Subsidiary has filed an application for a judicial review and a stay order with respect to the Tax Claim, and has been granted leave for substantive judicial review, which included a stay so that the disputed taxes need not be paid until the outcome of the judicial review. The application for the judicial review is to seek, on the basis of the foregoing, to challenge and set aside the position by the Tax Authority that the Tax Claim is payable. As at the date of this Offering Circular, the date of the judicial review has not yet been advised. On the basis of the foregoing and in view of the underlying uncertainties, no provision has been made for the Tax Claim as at the date of this Offering Circular. The Tax Claim represents approximately 7.2% of the Group’s loss for the year attributable to shareholders of the Guarantor of approximately S\$559 million for FY2020 and approximately 2.8% of the Group’s profit for the year attributable to shareholders of the Guarantor of approximately S\$1,444 million for FY2019.

- (5) Each Bearer Note having a maturity of more than one year, and each Receipt, Coupon or Talon with respect to such a Bearer Note will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
- (6) The Notes may be accepted for clearance through Euroclear, Clearstream, CDP, and the CMU. The appropriate ISIN and Common Code or CMU Instrument Number in relation to the Notes of each Tranche may be specified in the relevant Pricing Supplement. The relevant Pricing Supplement shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The LEI of the Issuer is 2549004ZRTSZ1O68WQ47.

- (7) For so long as Notes may be issued pursuant to this Offering Circular, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection by the Noteholders at the office of the Issuer and the Guarantor (as applicable) set out at the end of this Offering Circular:
 - (i) the Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons);
 - (ii) the Agency Agreement;
 - (iii) the Constitution of each of the Issuer and the Guarantor;
 - (iv) the most recently published annual report and audited consolidated financial statements of the Guarantor and the most recently published interim accounts of the Guarantor;
 - (v) each Pricing Supplement (save that a Pricing Supplement related to an unlisted Series of Notes will only be available for inspection by a holder of any such Notes and such holder must produce evidence satisfactory to the Issuer, the Guarantor or the Trustee as to its holding of such Notes and identity);
 - (vi) a copy of this Offering Circular together with any supplement to this Offering Circular or further Offering Circular; and
 - (vii) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Offering Circular.

For so long as Notes may be issued pursuant to this Offering Circular, the following documents will be available, during usual business hours (being between 9:00 a.m. and 3:00 p.m. (local time) in the place of the Trustee's principal office or the relevant Agent's specified office) on any weekday (Saturdays, Sundays and public holidays excepted), for inspection by the Noteholders at the principal office of the Trustee or the specified office of (in the case of Notes other than CDP Notes or CMU Notes) the Issuing and Paying Agent, (in the case of CDP Notes) the CDP Issuing and Paying Agent or (in the case of CMU Notes) the CMU Lodging and Paying Agent (as applicable) set out at the end of this Offering Circular, in each case following prior written request and proof of holding and identity satisfactory to, as the case may be, the Trustee, the Issuing and Paying Agent, the CDP Issuing and Paying Agent or the CMU Lodging and Paying Agent:

- (i) the Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons);

- (ii) the Agency Agreement; and
 - (iii) each Pricing Supplement (save that a Pricing Supplement related to an unlisted Series of Notes will only be available for inspection by a holder of any such Notes and such holder must produce evidence satisfactory to the Issuer, the Guarantor or the Trustee as to its holding of such Notes and identity).
- (8) KPMG LLP of 16 Raffles Quay, #22-00 Hong Leong Building, Singapore 048581 have audited, and rendered unqualified audit reports on, the accounts of the Guarantor for the years ended 31 December 2019 and 2020.

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KPMG LLP
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Telephone +65 6213 3388
Fax +65 6225 0984
Internet kpmg.com.sg

The Board of Directors
CapitaLand Investment Limited
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

Report on the Audit of the Combined Financial Statements for the financial years ended 31 December 2020 and 2019

Opinion

We have audited the combined financial statements of CapitaLand Investment Limited (the "Company") and its subsidiaries (collectively the "Group"), which comprise the combined balance sheet of the Group as at 31 December 2020 and 2019 (the "Relevant Periods"), and the combined statements of comprehensive income, combined statements of changes in equity and combined statements of cash flows of the Group for each of the financial years ended 31 December 2020 and 2019, and notes to the combined financial statements, including a summary of significant accounting policies, as set out on pages D-4 to D-145.

In our opinion, the accompanying combined financial statements of the Group present fairly, in all material respects, the combined financial position of the Group as at 31 December 2020 and 2019, and the combined financial performance, combined changes in equity and combined cash flows of the Group for each of the financial years ended 31 December 2020 and 2019 in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)") and International Financial Reporting Standards ("IFRS").

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing (SSAs). Our responsibilities under those standards are further described in the *Auditors' responsibilities for the audit of the financial statements* section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (ACRA Code), together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. We draw attention to Note 2 of the combined financial statements, which describes the basis of preparation of the combined financial statements.

KPMG LLP (Registration No. T08LL1267L), an accounting limited liability partnership registered in Singapore under the Limited Liability Partnership Act (Chapter 163A) and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

Responsibilities of management and directors for the combined financial statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with IFRS, and for such internal controls as management determines is necessary to enable the preparation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the combined financial statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these combined financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the combined financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are

based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the combined financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the combined financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that we identify during our audit.

Restriction on distribution and use

This report is made solely to you as a body and for the inclusion in the introductory document to be issued in relation to the proposed listing and quotation of all the issued ordinary shares in the capital of the Company on the Singapore Exchange Securities Trading Limited by way of an introduction.

The engagement partner on the audit resulting in this independent auditors' report is Ling Su Min.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
17 July 2021

**COMBINED BALANCE SHEETS
AS AT 31 DECEMBER 2020 AND 2019**

	Note	2020 \$'M	2019 \$'M
Non-current assets			
Property, plant and equipment	4	1,096	914
Intangible assets	5	1,006	925
Investment properties	6	15,852	16,256
Associates	7	10,908	11,084
Joint ventures	8	2,290	2,609
Deferred tax assets	9	58	54
Other non-current assets	10	770	798
		31,980	32,640
Current assets			
Development properties for sale and stocks	11	211	218
Trade and other receivables	12	4,258	4,302
Other current assets	10	6	8
Assets held for sale	13	32	253
Cash and cash equivalents	14	1,736	1,421
		6,243	6,202
Less: current liabilities			
Trade and other payables	15	5,513	5,293
Contract liabilities		*	*
Short term borrowings	16	1,132	1,263
Current portion of debt securities	17	22	229
Current tax payable		470	386
Liabilities held for sale	13	—	13
		7,137	7,184
Net current liabilities		(894)	(982)
Less: non-current liabilities			
Long term borrowings	16	6,049	5,437
Debt securities	17	1,263	1,204
Deferred tax liabilities	9	464	541
Other non-current liabilities	18	7,576	7,900
		15,352	15,082
Net assets		15,734	16,576
Representing:			
Share capital	20	7,926	7,826
Revenue reserve		8,916	10,202
Other reserves	21	(4,967)	(5,417)
Equity attributable to owners of the Company		11,875	12,611
Perpetual securities	22	396	396
Non-controlling interests	38	3,463	3,569
Total equity		15,734	16,576

* Less than \$1 million

The accompanying notes form an integral part of the financial statements.

**COMBINED INCOME STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	2020 \$'M	2019 \$'M
Revenue	24	1,983	2,488
Cost of sales		(1,111)	(1,317)
Gross profit		872	1,171
Other operating income	25(a)	364	702
Administrative expenses		(475)	(432)
Other operating expenses		(918)	(58)
(Loss)/Profit from operations		(157)	1,383
Finance costs	25(d)	(377)	(327)
Share of results (net of tax) of:			
- associates		81	793
- joint ventures		(106)	172
		(25)	965
(Loss)/Profit before tax		(559)	2,021
Tax expense	26	(114)	(273)
(Loss)/Profit for the year		(673)	1,748
Attributable to:			
Owners of the Company		(559)	1,444
Non-controlling interests		(114)	304
(Loss)/Profit for the year		(673)	1,748
Basic and diluted earnings per share (cents)	27	(19.9)	54.4

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF COMPREHENSIVE INCOME
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	2020 \$'M	2019 \$'M
(Loss)/Profit for the year		(673)	1,748
Other comprehensive income:			
<i>Items that may be reclassified subsequently to profit or loss</i>			
Exchange differences arising from translation of foreign operations and foreign currency loans, forming part of net investment in foreign operations		189	(72)
Recognition of foreign exchange differences on disposal or liquidation of foreign operations in profit or loss		(1)	5
Effective portion of change in fair value of cash flow hedges		(24)	(43)
Recognition of hedging reserve in profit or loss		2	4
Share of other comprehensive income of associates and joint ventures		330	(143)
		<u>496</u>	<u>(249)</u>
<i>Items that will not be reclassified subsequently to profit or loss</i>			
Change in fair value of equity investments at fair value through other comprehensive income		(30)	67
Total other comprehensive income for the year, net of tax	23	<u>466</u>	<u>(182)</u>
Total comprehensive income for the year		<u>(207)</u>	<u>1,566</u>
Attributable to:			
Owners of the Company		(146)	1,307
Non-controlling interests		(61)	259
Total comprehensive income for the year		<u>(207)</u>	<u>1,566</u>

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total \$'M	Perpetual securities \$'M	Non- controlling interests \$'M	Total equity \$'M
At 1 January 2020		7,826	10,202	(4,792)	(77)	82	6	(636)	12,611	396	3,569	16,576
Total comprehensive income			(559)						(559)		(114)	(673)
Loss for the year												
Other comprehensive income												
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations							135		135		54	189
Recognition of foreign exchange differences on disposal or liquidation of foreign operations in profit or loss							(1)		(1)			(1)
Effective portion of change in fair value of cash flow hedges					(20)				(20)		(4)	(24)
Recognition of hedging reserve in profit or loss					2				2			2
Share of other comprehensive income of associates and joint ventures					(15)		342		327		3	330
Change in fair value of equity investment at fair value through other comprehensive income						(30)			(30)			(30)
Total other comprehensive income, net of tax					(33)	(30)	476		413		53	466
Total comprehensive income			(559)		(33)	(30)	476		(146)		(61)	(207)
Transactions with owners, recorded directly in equity												
Contributions by and distributions to owners												
Issue of new shares	20	100							100			100
Contributions from non-controlling interests (net)											73	73
Dividends paid/payable			(720)						(720)		(113)	(833)
Issue of perpetual securities (net)										*		*
Distribution attributable to perpetual securities			(6)						(6)		(10)	
Distribution paid to perpetual securities											16	16
Share-based payments				(3)					(3)		4	(16)
Total contributions by and distributions to owners		100	(726)	(3)					(629)		(46)	(675)

* Less than \$1 million
The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total \$'M	Perpetual securities \$'M	Non-controlling interests \$'M	Total equity \$'M
Changes in ownership interests in subsidiaries and other capital transactions											
Changes in ownership interests in subsidiaries with a change in control	-	(3)	17	-	-	-	1	15	-	4	19
Changes in ownership interests in subsidiaries with no change in control	-	49	*	*	*	-	-	49	-	(5)	44
Share of reserves of associates and joint ventures	-	(8)	7	-	-	-	-	(1)	-	-	(1)
Others	-	(39)	15	-	-	-	-	(24)	-	2	(22)
Total changes in ownership interests in subsidiaries and other capital transactions	-	(1)	39	*	*	-	1	39	-	1	40
Total transactions with owners	100	(727)	36	*	*	-	1	(590)	-	(45)	(635)
At 31 December 2020	7,926	8,916	(4,756)	(110)	52	6	(159)	11,875	396	3,463	15,734

* Less than \$1 million

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total \$'M	Perpetual securities \$'M	Non- controlling interests \$'M	Total equity \$'M
As 1 January 2019	7,157	9,275	(5,141)	(34)	10	6	(497)	10,776	397	2,321	13,494
Total comprehensive income	—	1,444	—	—	—	—	—	1,444	—	304	1,748
Profit for the year	—	—	—	—	—	—	—	—	—	—	—
Other comprehensive income											
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations	—	—	—	—	4	—	(36)	(32)	—	(40)	(72)
Recognition of foreign exchange differences on disposal/liquidation of foreign operations in profit or loss	—	—	—	—	—	—	5	5	—	—	5
Effective portion of change in fair value of cash flow hedges	—	—	—	(39)	—	—	—	(39)	—	(4)	(43)
Recognition of hedging reserve in profit or loss	—	—	—	4	—	—	—	4	—	—	4
Share of other comprehensive income of associates and joint ventures	—	—	—	(32)	—	—	(110)	(142)	—	(1)	(143)
Change in fair value of equity investment at fair value through other comprehensive income	—	—	—	—	67	—	—	67	—	—	67
Total other comprehensive income,											
net of tax	—	—	—	(67)	71	—	(141)	(137)	—	(45)	(182)
Total comprehensive income	—	1,444	—	(67)	71	—	(141)	1,307	—	289	1,566

As 1 January 2019
Total comprehensive income
Profit for the year

Other comprehensive income
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations
Recognition of foreign exchange differences on disposal/liquidation of foreign operations in profit or loss
Effective portion of change in fair value of cash flow hedges
Recognition of hedging reserve in profit or loss
Share of other comprehensive income of associates and joint ventures
Change in fair value of equity investment at fair value through other comprehensive income

Total other comprehensive income,
net of tax
Total comprehensive income

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total \$'M	Perpetual securities interests \$'M	Non-controlling interests \$'M	Total equity \$'M
Transactions with owners, recorded directly in equity											
Contributions by and distributions to owners											
Issue of new shares	669	—	—	—	—	—	—	669	—	—	669
Contributions from non-controlling interests (net)	—	—	—	—	—	—	—	—	—	146	146
Dividends paid/payable	—	(454)	—	—	—	—	—	(454)	—	(149)	(603)
Issue of perpetual securities (net)	—	—	—	—	—	—	—	—	149	—	149
Redemption of perpetual securities	—	—	—	—	—	—	—	—	(150)	—	(150)
Distribution attributable to perpetual securities	—	(9)	—	—	—	—	—	(9)	20	(11)	—
Distribution paid to perpetual securities	—	—	—	—	—	—	—	—	(19)	—	(19)
Share-based payments	—	1	2	—	—	—	—	3	—	2	5
Total contributions by and distributions to owners	669	(462)	2	—	—	—	—	209	—	(12)	197
Changes in ownership interests in subsidiaries and other capital transactions											
Changes in ownership interests in subsidiaries with a change in control	—	(25)	*	24	—	—	—	(1)	—	951	950
Changes in ownership interests in subsidiaries with no change in control	—	(33)	*	*	1	—	—	(32)	—	930	898
Share of reserves of associates and joint ventures	—	(6)	6	—	—	—	—	—	—	—	—
Others	—	9	341	*	—	—	2	352	(1)	(880)	(529)
Total changes in ownership interests in subsidiaries and other capital transactions	—	(55)	347	24	1	—	2	319	(1)	1,001	1,319
Total transactions with owners	669	(517)	349	24	1	—	2	528	(1)	989	1,516
At 31 December 2019	7,826	10,202	(4,792)	(77)	82	6	(636)	12,611	396	3,569	16,576

* Less than \$1 million

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN CASH FLOWS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	2020 \$'M	2019 \$'M
Cash flows from operating activities			
(Loss)/Profit after tax		(673)	1,748
Adjustments for:			
Allowance for:			
- impairment loss on receivables		27	8
- foreseeable losses		17	-
- impairment on interests in joint ventures		-	10
- impairment on intangible assets	5	153	5
- impairment on property, plant and equipment		27	6
Amortisation of intangible assets	5	23	18
Depreciation of property, plant and equipment and right-of-use assets		126	95
Dividend income		(10)	(6)
Finance costs		377	327
Gain on disposal of investment properties		(41)	*
Interest income		(40)	(42)
Loss on disposal and write off of property, plant and equipment		*	2
Net change in fair value of investment properties and assets held for sale		698	(549)
Net change in fair value of financial assets designated at fair value through profit or loss		13	(10)
Net gain from change of ownership interests in subsidiaries, associates and joint ventures		(99)	(59)
Share of results of associates and joint ventures		25	(965)
Share-based expenses		18	29
Tax expense		114	273
		<u>1,428</u>	<u>(858)</u>
Operating profit before working capital changes		755	890
Changes in working capital:			
Trade and other receivables		(208)	(143)
Development properties for sale		(9)	7
Trade and other payables		(212)	(327)
		<u>(429)</u>	<u>(463)</u>
Cash generated from operations		326	427
Taxation paid		(143)	(110)
Net cash generated from operating activities		<u>183</u>	<u>317</u>

* Less than \$1 million

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN CASH FLOWS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	2020 \$'M	2019 \$'M
Cash flows from investing activities			
Acquisition/Development expenditure of investment properties		(236)	(175)
Acquisition of subsidiaries, net of cash acquired	28(b)	(213)	(208)
Deposits received for disposal of investment property/subsidiaries		21	4
Disposal of subsidiaries, net of cash disposed of	28(d)	192	571
Dividends received from associates and joint ventures		502	466
Interest income received		39	35
Return of investments from/(Investments in) associates, joint ventures and other investments		301	(912)
Investment in other financial assets		-	(10)
Proceeds from disposal of investment properties		364	-
Proceeds from disposal of assets held for sale		155	345
Proceeds from disposal of property, plant and equipment		-	1
Purchase of intangible assets and property, plant and equipment		(44)	(73)
Settlement of hedging instruments		(13)	14
Net cash generated from investing activities		1,068	58
Cash flows from financing activities			
Contributions from non-controlling interests		73	145
Dividends paid to non-controlling interests		(113)	(149)
Distributions to perpetual securities holders		(16)	(19)
Dividends paid to shareholders		(720)	(454)
Interest expense paid		(365)	(308)
Loans from related companies		194	489
Repayment of loans from associates and joint ventures		(5)	(123)
Payment for acquisition of ownership interests in subsidiaries with no change in control		(3)	(2)
Proceeds from bank borrowings		989	2,981
Proceeds from issuance of debt securities		-	119
Proceeds from issue of perpetual securities by subsidiaries		-	149
Redemption of perpetual securities by a subsidiary		-	(150)
Repayments of lease liabilities		(56)	(60)
Repayments of bank borrowings		(792)	(2,209)
Repayments of debt securities		(166)	(398)
Decrease/(Increase) in bank deposits pledged for bank facilities		8	(59)
Net cash used in financing activities		(972)	(48)

The accompanying notes form an integral part of the financial statements.

**COMBINED STATEMENT OF CHANGES IN CASH FLOWS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	2020 \$'M	2019 \$'M
Net increase in cash and cash equivalents		279	327
Cash and cash equivalents at beginning of the year		1,354	1,032
Effect of exchange rate changes on cash balances held in foreign currencies		42	(2)
Changes in cash and cash equivalents reclassified to assets held for sale		3	(3)
Cash and cash equivalents at end of the year	14	<u>1,678</u>	<u>1,354</u>

The accompanying notes form an integral part of the financial statements.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

1 General Information

(a) Introduction

The combined financial statements of CapitaLand Investment Limited (the “Company”) and its subsidiaries (together referred to as the “Group”) have been prepared in accordance with the basis and accounting policies set out in Notes 2 and 3.

The combined financial statements have been prepared solely for inclusion in the introductory document to be issued in connection with the listing and quotation of all the issued ordinary shares in the capital of the company on the Singapore Exchange Securities Trading Limited by way of an introduction.

These combined financial statements of the Group were authorised for issue by the directors of the Company on 17 July 2021.

(b) The Company

The Company was incorporated in the Republic of Singapore and has its registered office at 168 Robinson Road, #30-01, Capital Tower, Singapore 068912.

The Company’s immediate and ultimate holding companies are CapitaLand Limited and Temasek Holdings (Private) Limited respectively. Both companies are incorporated in the Republic of Singapore.

The principal activities of the Company are those relating to investment holding and provision of consultancy services as well as being the corporate headquarters which gives direction, provides management support services and integrates the activities of its subsidiaries.

The principal activities of the significant entities included in these combined financial statements are those relating to investment holding, investment in real estate financial products and real estate assets, investment advisory and management services as well as management of real estate assets.

2 Internal Restructuring and Basis of Preparation of the Combined Financial Statements

CapitaLand Limited (“CL”), the immediate holding company of The Company, together with CLA Real Estate Holdings Pte. Ltd. (“CLA”), the immediate holding company of CL, are proposing to undertake a scheme of arrangement pursuant to Section 210 of the Companies Act (“Scheme”) to:

- effect a proposed restructuring of the business of CL and its subsidiaries (“CapitaLand Group”) business so as to consolidate the CapitaLand Group’s investment management platforms, as well as its lodging business, into the Group; and
- place the real estate development business of the CapitaLand Group under private ownership, to be fully held by CLA through the proposed privatisation of CL on completion of the Scheme.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

The Scheme will involve the following:

- Distribution-in-specie of the shares in the Company
CL will undertake the distribution of approximately 48.24% of the issued ordinary shares in the capital of the Company to eligible shareholders of CL on a pro-rata basis;
- Distribution-in-specie of the units in CapitaLand Integrated Commercial Trust (“CICT”)
CL will undertake the distribution of 388,242,247 issued units in CICT to eligible shareholders of CL on a pro-rata basis.
- Acquisition of shares of CL
Upon the above distribution-in-specie taking effect, it is proposed that CLA will acquire all the shares of CL (excluding the treasury shares) from the shareholders of CL (excluding CLA).

In connection with the Scheme proposed by the Company’s immediate holding company, CapitaLand Limited, the Company intends to acquire the following significant entities which own certain assets and businesses from CapitaLand Limited Group under the internal restructuring (“Internal Restructuring”) exercise:

- (i) The investment management platforms and investments for listed funds and unlisted funds;
- (ii) the lodging business of the CapitaLand Group, via the transfer of the entire issued share capital of The Ascott Limited, being the entity holding the lodging business;
- (iii) certain of the assets held by the CapitaLand Group, some of which would constitute the pipeline of assets for the listed funds or unlisted funds;
- (iv) certain operating platforms for the office, retail malls, business park properties and data centres comprised in the Group’s portfolio (including but not limited to the property managers and entities providing support for the operation and maintenance of these properties); and
- (v) certain corporate office or entities provide corporate and shared services.

Following the completion of the Internal Restructuring of the CapitaLand Group, the Company will become the holding company of the combining entities. The Company together with the combining entities and their interests in associates and joint ventures, are hereinafter referred to as the Group.

The combined financial statements relate to the Company and its subsidiaries (the Group) and the Group’s interests in associates and joint ventures.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Subsidiaries, associates and joint ventures

The details of the Group's significant subsidiaries, associates and joint ventures as at the Relevant Periods, taking into account the above-mentioned Internal Restructuring are as follows:

Name of subsidiary/associate/joint venture	Principal Activity	Effective Equity interest held by the Group in	
		2020 %	2019 %
Incorporated in Singapore:			
ACCF3 Holding Pte Ltd ²	Investment holding	100	100
Albert Complex Pte Ltd ¹	Investment holding and investment trading	100	100
Ascendas (China) Pte Ltd ²	Investment holding	100	100
Ascendas Fusion 5 Holding Pte. Ltd. ²	Investment holding	100	100
Ascendas India Trust ²	Property trust	21.3	21.0
Ascendas Investment Pte Ltd ²	Investment holding	100	100
Ascendas Jongro Pte Ltd ²	Investment holding	100	100
Ascendas Land International (Investments) Pte Ltd ²	Investment holding	100	100
Ascendas Real Estate Investment Trust ²	Singapore-based REIT invests in industrial and business park properties	18.0	19.0
Ascendas Services Pte Ltd ²	Commercial and industrial real estate management, and investment holding	100	100
Ascendas (Tuas) Pte. Ltd. ²	Property owner and planning, developing and marketing, and management of industrial parks and related facilities	100	100
Ascott Residence Trust ¹	Stapled group comprising a REIT and a Business Trust	40.6	40.1
Ascott Business Trust Management Pte Ltd (incorporated on 2 August 2019)	Collective portfolio investment funds with rental income	100	100
Brilliance Trustee Pte Ltd ¹	Trustee, fiduciary and custody services firms	100	100
CAP1 GP Pte Ltd (incorporated on 5 April 2019)	Fund management	100	100
Capita Card Pte Ltd ¹	Promotion for sign-up and usage of co-brand cards in conjunction with loyalty programme	100	100

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Name of subsidiary/associate/joint venture	Principal Activity	Effective equity interest held by the Group	
		2020	2019
		%	%
CapitaLand Business Services Pte Ltd ¹	Information technology and computer service activities	100	100
CapitaLand China Trust ¹	China-based REIT invests in commercial and business park properties in China	24.0	24.0
CapitaLand China Trust Management Limited ¹	REIT management	100	100
CapitaLand Commercial Management Pte Ltd ¹	Investment holding and provision of property management and marketing services	100	100
CapitaLand Commercial Trust ¹	Singapore-based REIT invests in office properties	-	22.9
CapitaLand Commercial Trust Management Limited ¹	Property fund management	100	100
CapitaLand Digital Management Pte Ltd ¹	Provision of consultancy and management services	100	100
CapitaLand Fund Management Pte Ltd ¹	Property fund management	100	100
CapitaLand India Fund Management Pte Ltd ¹	Fund management and property management	100	100
CapitaLand India Pte Ltd ¹	Investment holding, and property development	100	100
CapitaLand Integrated Commercial Trust ¹	REIT	22.9	22.9
CapitaLand Integrated Commercial Trust Management Limited ¹	REIT management	100	100
CapitaLand International Pte Ltd ¹	Investment holding, and business and management consultancy services	100	100
CapitaLand Investments Pte Ltd ¹	Investment holding	100	100
CapitaLand (Korea) Pte Ltd ²	Investment holding	100	100
CapitaLand Mall Asia Limited ¹	Investment holding company and provision of management services	100*	100*
CapitaLand Retail Management Pte Ltd ¹	Provision of management services	100	100
CapitaLand Retail Singapore Investments Pte. Ltd ¹	Investment holding	100	100
CapitaLand Retail Trustee Pte Ltd ¹	Provision of trustee, fiduciary and custody services	100	100
CapitaLand Shared Services Pte Ltd ¹	Provision of shared services	100	100
CapitaLand Trustee Pte Ltd ¹	Provision of trustee, fiduciary and custody services	100	100
CapitaLand Voucher Pte Ltd ¹	Provision of business support services	100	100

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Name of subsidiary/associate/joint venture	Principal Activity	Effective equity interest held by the Group	
		2020	2019
		%	%
CapitaStar Pte Ltd ¹	Management activities	100	100
Carmel Plus Pte Ltd (incorporated on 17 January 2019)	Investment holding	100	100
CLC Investment Four Pte Ltd ¹	Investment holding	100	100
CLFMI Pte Ltd ¹	Investment holding	100	100
CMA Excellence Pte Ltd ¹	E-commerce	100	100
CREDO I China GP Pte Ltd ¹	Fund management	100	100
JG Trustee Pte Ltd ¹	Provision of trustee, fiduciary and custody services	100	100
Orchard Turn Holding Pte Ltd ¹	Investment holding	50.0	50.0
Premier Healthcare Services International Pte Ltd ¹	Investment holding	100	100
Pyramex Investments Pte Ltd ¹	Investment holding	100	100
SBR Private Limited ¹	Investment and fund management	100	100
Southernwood Holding Pte Ltd ²	Investment holding	100	100
The Ascott Limited ¹	Investment holding	100	100
Vilabs Pte Ltd ¹	Advertising activities	100	100
Incorporated in People's Republic of China:			
Capitaland (China) Corporate Management Co., Ltd. ¹	Management consultancy services	100	100
CapitaMalls Beijing Business Co., Ltd. ¹	Provision of consultancy and management services	100	100
Incorporated in Hong Kong:			
Ever Bliss International Limited ¹	Investment holding	72.5	72.5
Full Grace Enterprise Limited ¹	Investment holding	65.0	65.0
Incorporated in British Virgin Island:			
Senning Property Ltd ¹	Investment holding	45.0	45.0
Senway Enterprises Ltd ¹	Investment holding	100	100
Incorporated in Cayman Islands:			
Capitaland China (RCCF) Holdings Limited ¹	Investment holding	100	100
CAP I SLP GP Ltd (incorporated on 5 April 2019)	General partner	100	100
Camelion GP Ltd (incorporated on 10 July 2019)	General partner	100	100
CREDO 1 SLP GP Ltd (incorporated on 14 February 2019)	General partner	100	100
Raffles City China Income Venture Limited ¹	Investment holding	55.0	55.0

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Name of subsidiary/associate/joint venture	Principal Activity	Effective equity interest held by the Group	
		2020 %	2019 %
Incorporated in Japan:			
CapitaLand (Japan) Kabushiki Kaisha ¹	Consultancy and management services	100	100
Incorporated in Malaysia:			
CapitaLand Malaysia Mall REIT Management Sdn Bhd ¹	REIT management	75.0	75.0
CapitaLand Malaysia Mall Trust ¹	REIT	37.3	37.0
CapitaLand Retail Malaysia Sdn Bhd ¹	Project management and consultancy services	100	100
Incorporated in Luxembourg:			
CAP 1 GP S.A.R.L. ¹	General partner	100	100

* Includes 15.2% interest indirectly held through CapitaLand Business Services Pte Ltd

¹ These entities were included in the combined financial statements from 1 January 2019

² These entities were included in the combined financial statements from 28 June 2019, being the date they were acquired by the CapitaLand Group

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Basis of preparation of the combined financial statements

The Group resulting from the above Internal Restructuring is regarded as a continuing entity throughout the Relevant Periods as the Group is ultimately controlled by the immediate holding company, CapitaLand Limited, both before and after the internal restructuring.

Accordingly, the combined financial statements of the Group for the Relevant Periods have been prepared using the principles of merger accounting (except for Note 29) on the basis that the internal restructuring transfers the interest in the combining entities and businesses under common control to the Company has been effected as at the beginning of the Relevant Periods, or the dates of incorporation of the entities, or the dates when common control is established, whichever is later. The accounting policy for merger accounting is described in Note 3.2(f).

In applying merger accounting and preparing the combined financial statements, the Company recognises the assets, liabilities and equity of the combining entities or businesses at their respective historical carrying amounts, with the following adjustments:

- 22.9% of the interest in CapitaLand Integrated Commercial Trust (“CICT”) (2019: 22.9%) and 24.0% of the interest in CapitaLand China Trust (“CLCT”) (2019: 24.0%) were deemed to be transferred by the CapitaLand Group to the Group at the beginning of the Relevant Periods. CICT (2019: CapitaLand Mall Trust (“CMT”) and CapitaLand Commercial Trust (“CCT”)) and CLCT (2019: formerly known as CapitaLand Retail China Trust “CRCT”) have been accounted for as associates for the Relevant Periods.

The CapitaLand Group had held 28.9% (2019: CMT:28.5% and CCT: 29.4%) and 24.0% (2019: CRCT: 27.5%) of CICT and CLCT respectively and accounted for these entities as subsidiaries in 2019 and 2020.

- Ascendas Investment Pte. Ltd. (“AIPL”), Ascendas Real Estate Investment Trust (“A-REIT”) and Ascendas Hospitality Trust (“AHT”) were historically a part of the combining entities identified above, in 2020 only. The Group has elected to represent its 2019 comparatives, as if AIPL, A-REIT and AHT had been a part of the combining entities identified above, from the date of acquisition, 28 June 2019, as these entities are transferred between holding companies under common control.

These adjustments were made to reflect the relevant economic activities of the continuing Group and continuity of the financial information presented.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

3 Summary of Significant Accounting Policies

3.1 Basis of preparation

The financial statements have been prepared in accordance with the Singapore Financial Reporting Standards (International) (SFRS(I)) and International Financial Reporting Standards (IFRS). SFRS(I) are issued by the Accounting Standards Council and comprise standards and interpretations that are equivalent to International Financial Reporting Standards (IFRS) as issued by the International Accounting Standard Board (IASB). All references to SFRS(I) and IFRS are subsequently referred to as SFRS(I) in these financial statements unless otherwise stated.

Notwithstanding that the Group has recorded a deficiency in net current assets of \$894 million and \$982 million as at 31 December 2020 and 2019 respectively, the combined financial statements for the years ended 31 December 2020 and 31 December 2019 have been prepared on a going concern basis (which has assumed that the Group will be able to discharge its liabilities including the mandatory repayment terms of the borrowings and debt securities, as and when they fall due). This is because the Group has secured credit facilities commitment from financial institutions, which will come into effect upon the listing of the Company, to enable the Group to continue its operations and meet its obligations as and when they fall due.

The financial statements have been prepared on the historical cost basis except as disclosed in the accounting policies below.

These financial statements are presented in Singapore Dollars, which is the Company's functional currency. All financial information presented in Singapore Dollars have been rounded to the nearest million, unless otherwise stated.

The preparation of the financial statements in conformity with SFRS(I) requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

Information about critical judgements in applying accounting policies that have the most significant effect on the amount recognised in the financial statements are described in the following notes:

Note 3.6, Note 4(a)	classification of investment properties
Note 9	recognition of deferred tax assets
Note 3.2(a), Note 29	accounting for acquisitions as business combinations or asset acquisitions

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next financial year are included in the following notes:

Note 5	measurement of recoverable amounts of goodwill
Note 6, Note 30	determination of fair value of investment properties
Note 31(c)	measurement of expected credit loss (ECL) allowance for trade receivables: key assumptions in determining the expected loss rate
Note 29	determination of fair value of assets, liabilities and contingent liabilities acquired in business combinations
Note 30	determination of fair value of financial instruments

The accounting policies set out below have been applied consistently by the Group entities to all periods presented in these financial statements, except as explained in notes 3.2, 3.14 and 37 which address changes in accounting policies.

3.2 Basis of consolidation

(a) Business combinations and property acquisitions

The Group accounts for business combinations using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets or acquisition of a property is a business, the Group assesses whether the set of assets and activities acquired includes, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

From 1 January 2020 onwards, the Group has an option to apply a “concentration test” that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

Goodwill arising from business combinations are measured as described in note 3.5(a).

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in the profit or loss.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Any contingent consideration payable is recognised at fair value at the acquisition date and included in the consideration transferred. If the contingent consideration is classified as equity, it is not re-measured and settlement is accounted for within equity. Otherwise, other contingent consideration is re-measured at fair value at each reporting date and subsequent changes to the fair value of the contingent consideration are recognised in the profit or loss.

Costs related to the acquisition, other than those associated with the issue of debt or equity securities, that the Group incurs in connection with a business combination are expensed as incurred.

Non-controlling interests that are present ownership interests and entitle their holders to a proportionate share of the acquiree's net assets in the event of liquidation are measured either at fair value or at the non-controlling interests' proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the acquisition date. The measurement basis taken is elected on a transaction-by-transaction basis. All other non-controlling interests are measured at acquisition date fair value, unless another measurement basis is required by SFRS(I). If the business combination is achieved in stages, the Group's previously held equity interest in the acquiree is re-measured to fair value at each acquisition date and any changes are taken to the profit or loss.

When acquisition of an asset or a group of assets does not constitute a business combination, it is treated as property acquisition. In such cases, the individual identifiable assets acquired and liabilities assumed are recognised. The acquisition cost is allocated to the individual identifiable assets and liabilities on the basis of their relative fair values at the date of acquisition. Such a transaction does not give rise to goodwill.

(b) Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect these returns through its power over the entity. The financial statements of subsidiaries are included in the combined financial statements from the date that control commences until the date that control ceases. The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if this results in the non-controlling interests having a deficit balance.

Changes in the Group's interests in subsidiaries that do not result in a loss of control are accounted for as transactions with owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in profit or loss. Adjustments to non-controlling interests arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

Upon the loss of control of a subsidiary, the Group derecognises the assets and liabilities of the subsidiary, any non-controlling interests and the other components of equity related to the subsidiary. Any surplus or deficit arising from the loss of control is recognised in the profit or loss. If the Group retains any interest in the previous subsidiary, then such interest is measured at fair value at the date that control is lost. Subsequently, it is accounted for as an equity-accounted investee or as a financial asset at fair value through other comprehensive income asset depending on the level of influence retained.

(c) *Associates and joint ventures*

Associates are those entities in which the Group has significant influence, but not control, over their financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity. Joint ventures are entities over whose activities the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than rights to its assets and obligations for its liabilities.

Associates and joint ventures are accounted for using the equity method (collectively referred to as “equity-accounted investees”) and are recognised initially at cost. The cost of the investments includes transaction costs. The Group’s investments in equity-accounted investees include goodwill identified on acquisition, net of any accumulated impairment losses. Subsequent to initial recognition, the combined financial statements include the Group’s share of the profit or loss and other comprehensive income of the equity-accounted investees, after adjustments to align the accounting policies of the equity-accounted investees with those of the Group, from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

When the Group’s share of losses exceeds its interest in an equity-accounted investee, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee’s operation or has made payments on behalf of the investee.

An impairment loss in respect of an associate or joint venture is measured by comparing the recoverable amount of the investment with its carrying amount in accordance with note 3.11. An impairment loss is recognised in profit or loss. An impairment loss is reversed if there has been a favourable change in the estimates used to determine the recoverable amount.

(d) *Joint operations*

A joint operation is an arrangement in which the Group has joint control whereby the Group has rights to the assets, and obligations for the liabilities, relating to an arrangement. The Group accounts for each of its assets, liabilities and transactions, including its share of those held or incurred jointly, in relation to the joint operation.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

(e) *Transactions eliminated on consolidation*

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the combined financial statements. Unrealised gains arising from transactions with equity-accounted investees are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

(f) *Acquisition under common control*

Business combinations arising from transfers of interest in entities that are under common control are accounted for as if the acquisition had occurred at the beginning of the earliest comparative period presented or, if later, at the date that common control was established. For this purpose, comparatives are restated. The assets and liabilities acquired are recognised at the carrying amounts recognised previously and no adjustments are made to reflect the fair values or recognised any new assets or liabilities, including no goodwill is recognised as a result of the combination. The components of equity of the acquired entities are added to the same components within the Group equity. Any difference between the consideration paid for the acquisition and share capital of acquiree is recognised directly to equity as reserve on consolidation.

3.3 *Foreign currencies*

Foreign currency transactions

Items included in the financial statements of each entity in the Group are measured using the currency that best reflects the economic substance of the underlying events and circumstances relevant to that entity (the functional currency).

Transactions in foreign currencies are translated to the respective functional currencies of the Group's entities at the exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the end of the reporting date are translated to the functional currency at the exchange rate prevailing at that date. Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate at the date on which the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction.

Foreign currency differences arising from translation are recognised in the profit or loss, except for differences arising from the translation of monetary items that in substance form part of the Group's net investment in a foreign operation, financial assets fair value through other comprehensive income and financial liabilities designated as hedges of net investment in a foreign operation (note 3.8) or qualifying cash flow hedges to the extent such hedges are effective, which are recognised in other comprehensive income.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Foreign operations

The assets and liabilities of foreign operations, excluding goodwill and fair value adjustments arising on acquisitions, are translated to Singapore Dollars at exchange rates prevailing at the end of the reporting period. The income and expenses of foreign operations are translated to Singapore Dollars at exchange rates prevailing at the dates of the transactions. Goodwill and fair value adjustments arising from the acquisition of a foreign operation are treated as assets and liabilities of the foreign operation and translated at the exchange rates at the reporting date.

Foreign currency differences are recognised in other comprehensive income, and presented in the foreign currency translation reserve (translation reserve) in equity. However, if the foreign operation is not a wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the translation reserve related to that foreign operation is transferred to the profit or loss as part of the gain or loss on disposal. When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to non-controlling interests. When the Group disposes of only part of its investment in an associate or a joint venture that includes a foreign operation while retaining significant influence or joint control, the relevant proportion of the cumulative amount is transferred to the profit or loss.

Net investment in a foreign operation

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely to occur in the foreseeable future, foreign exchange gains and losses arising from such a monetary item are considered to form part of a net investment in a foreign operation. These are recognised in other comprehensive income and are presented in the translation reserve in equity.

3.4 *Property, plant and equipment*

Property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses. Cost includes expenditure that is directly attributable to the acquisition of the asset. Certain of the Group's property, plant and equipment acquired through interests in subsidiaries, are accounted for as acquisition of assets (note 3.2(a)).

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset if it is probable that future economic benefits, in excess of the originally assessed standard of performance of the existing asset, will flow to the Group and its cost can be measured reliably. All other subsequent expenditure is recognised as an expense in the period in which it is incurred.

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Depreciation is recognised from the date that the property, plant and equipment are installed and are ready for use. Freehold land has unlimited useful life and therefore is not depreciated. Depreciation on property, plant and equipment is recognised in the profit or loss on a straight-line basis over the estimated useful lives of each component of an item of property, plant and equipment as follows:

Buildings	30 years
Plant, machinery and improvements	1 to 10 years
Motor vehicles	5 years
Furniture, fittings and equipment	1 to 10 years

For serviced residence properties where the residual value at the end of the intended holding period is lower than the carrying amount, the difference in value is depreciated over the Group's intended holding period. The intended holding period (the period from the date of commencement of serviced residence operations to the date of expected strategic divestment of the properties) ranges from three to five years. No depreciation is recognised where the residual value is higher than the carrying amount.

Assets under construction are stated at cost and are not depreciated. Expenditure relating to assets under construction (including borrowing costs) are capitalised when incurred. Depreciation will commence when the development is completed and ready for use.

The assets' residual values, useful lives and depreciation methods are reviewed at each reporting date, and adjusted if appropriate.

3.5 Intangible assets

(a) Goodwill

For business combinations, the Group measures goodwill as at acquisition date based on the fair value of the consideration transferred (including the fair value of any pre-existing equity interest in the acquiree) and the recognised amount of any non-controlling interests in the acquiree, less the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed. When the amount is negative, a gain on bargain purchase is recognised in the profit or loss. Goodwill is subsequently measured at cost less accumulated impairment losses.

Goodwill arising from the acquisition of subsidiaries is included in intangible assets. Goodwill arising from the acquisition of associates and joint ventures is presented together with interests in associates and joint ventures.

Goodwill is tested annually for impairment as described in note 3.11.

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(b) Other intangible assets

Other intangible assets with finite useful lives are measured at cost less accumulated amortisation and accumulated impairment losses. These are amortised in the profit or loss on a straight-line basis over their estimated useful lives of one to ten years, from the date on which the assets are available for use.

Other intangible assets with indefinite useful lives are not amortised and are measured at cost less accumulated impairment losses.

3.6 Investment properties and investment properties under development

Investment properties are properties held either to earn rental or for capital appreciation or both. Investment properties under development are properties being constructed or developed for future use as investment properties. Certain of the Group's investment properties acquired through interests in subsidiaries, are accounted for as acquisition of assets (note 3.2(a)).

Investment properties and investment properties under development are initially recognised at cost, including transaction costs, and subsequently at fair value with any change therein recognised in the profit or loss. Cost includes expenditure that is directly attributable to the acquisition of the investment property. The cost of self-constructed investment property includes the cost of materials and direct labour, any other costs directly attributable to bringing the investment property to a working condition for their intended use and capitalised borrowing costs. The fair value is determined based on internal valuation or independent professional valuation. Independent valuation is also carried out on occurrence of acquisition and on completion of construction of investment property.

When an investment property or investment property under development is disposed of, the resulting gain or loss recognised in the profit or loss is the difference between the net disposal proceed and the carrying amount of the property.

Transfers to, or from, investment properties are made where there is a change in intent and use, evidenced by:

- development with a view to sell, for a transfer from investment properties to development properties for sale;
- commencement of leasing activities for a transfer from development properties for sale to investment properties;
- commencement of owner-occupation, for a transfer from investment properties to property, plant and equipment; and
- end of owner-occupation, for a transfer from property, plant and equipment to investment properties.

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3.7 Non-current assets and liabilities held for sale

Non-current assets and liabilities, that are highly probable to be recovered primarily through sale rather than through continuing use, are classified as held for sale. Immediately before classification as held for sale, the assets are remeasured in accordance with the applicable SFRS(I). Thereafter, the assets are generally measured at the lower of their carrying amount and fair value less costs to sell. Impairment losses on initial classification as held for sale and subsequent gains or losses on remeasurement are recognised in profit or loss. Gains are not recognised in excess of any cumulative impairment loss.

Intangible assets and property, plant and equipment classified as held for sale are not amortised or depreciated. In addition, equity accounting of associates and joint ventures ceases once the investments are classified as held for sale.

3.8 Financial instruments

(a) Non-derivative financial assets

Classification and measurement

The Group classifies its financial assets in the following measurement categories:

- amortised cost;
- fair value through other comprehensive income (FVOCI); and
- fair value through profit or loss (FVTPL).

The classification depends on the Group's business model for managing the financial assets as well as the contractual terms of the cash flows of the financial assets.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

The Group reclassifies financial assets when and only when its business model for managing those assets changes.

At initial recognition

A financial asset is recognised if the Group becomes a party to the contractual provisions of the financial asset.

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

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At subsequent measurement

(i) *Financial assets at amortised cost*

Financial assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in interest income using the effective interest rate method.

(ii) *Financial assets at FVOCI*

Debt instruments that are held for collection of contractual cash flows and for sale, and where the assets' cash flows represent solely payments of principal and interest, are classified as FVOCI. Movements in fair values are recognised in OCI and accumulated in fair value reserve, except for the recognition of impairment, interest income and foreign exchange gains and losses, which are recognised in profit or loss. When the financial asset is derecognised, the cumulative gain or loss previously recognised in OCI is reclassified from equity to profit or loss and presented in "other operating income and expenses". Interest income from these financial assets is recognised using the effective interest rate method and presented in "interest income".

The Group has elected to recognise changes in fair value of equity securities not held for trading in OCI as these are strategic investments and the Group considers this to be more relevant. Movements in fair values of equity investments classified as FVOCI are presented as "fair value gains/losses" in OCI. Dividends from equity investments are recognised in profit or loss as dividend income. On disposal of an equity investment, any difference between the carrying amount and sales proceed amount would be recognised in other comprehensive income and transferred to revenue reserve along with the amount previously recognised in OCI relating to that asset.

(iii) *Financial assets at FVTPL*

Financial assets that are held for trading as well as those that do not meet the criteria for classification as amortised cost or FVOCI are classified as FVTPL. Movement in fair values and interest income is recognised in profit or loss in the period in which it arises and presented in "other operating income".

(b) *Cash and cash equivalents*

Cash and cash equivalents comprise cash balances and bank deposits. For the purpose of the statement of cash flows, pledged deposits are excluded whilst bank overdrafts that are repayable on demand and form an integral part of the Group's cash management are included as a component of cash and cash equivalents.

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(c) *Non-derivative financial liabilities*

The Group initially recognises debt securities issued on the date that they are originated. Financial liabilities for contingent consideration payable in a business combination are recognised at the acquisition date. All other financial liabilities (including liabilities designated at fair value through profit or loss) are recognised initially on the trade date, which is the date that the Group becomes a party to the contractual provisions of the instrument.

A financial liability is classified as fair value through profit or loss if it is classified as held for trading or is designated as such on initial recognition. Directly attributable transaction costs are recognised in profit or loss as incurred. Financial liabilities at fair value through profit or loss are measured at fair value and changes therein, including any interest expense, are recognised in profit or loss.

The Group classifies non-derivative financial liabilities under the other financial liabilities category. Such financial liabilities are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, these financial liabilities are measured at amortised cost using the effective interest rate method. Other financial liabilities comprise loans, borrowings, debt securities and trade and other payables.

(d) *Derecognition*

Financial assets are derecognised if the Group's contractual rights to the cash flows from the financial assets expire or if the Group transfers the financial assets to another party without retaining control or transfers substantially all the risks and rewards of the assets. The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expired.

(e) *Offsetting*

Financial assets and liabilities are offset and the net amount presented in the balance sheet when, and only when, the Group has a legal right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

(f) *Derivative financial instruments and hedge accounting*

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and the economic characteristics and risks of the host contract and the embedded derivative are not closely related, a separate instrument with the same terms as the embedded derivative would meet the definition of a derivative, and the combined instrument is not measured at fair value through profit or loss. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged. The Group designates each hedge as either: (a) fair value hedge; (b) cash flow hedge; or (c) net investment hedge.

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On initial designation of the derivative as the hedging instrument, the Group formally documents the economic relationship between the hedging instrument and hedged item, including the risk management objectives and strategy in undertaking the hedge transaction and the hedged risk, together with the methods that will be used to assess the effectiveness of the hedging relationship. The Group makes an assessment, both at the inception of the hedge relationship as well as on an ongoing basis, of whether the hedging instruments are expected to be highly effective in offsetting the changes in the fair value or cash flows of the respective hedged items attributable to the hedged risk. For a cash flow hedge of a forecast transaction, the transaction should be highly probable to occur and should present an exposure to variations in cash flows that could ultimately affect reported profit or loss.

Derivatives are recognised initially at fair value; attributable transaction costs are recognised in the profit or loss when incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are accounted for as described below.

Hedges directly affected by interest rate benchmark reform

A fundamental review and reform of major interest rate benchmarks is being undertaken globally. There is uncertainty as to the timing and the methods of transition for replacing existing benchmark interbank offered rates (IBORs) with alternative rates. In Singapore, the fundamental review and reform of the two key Singapore Dollar interest rate benchmarks that are widely referenced in financial contracts, namely Singapore interbank offered rates (SIBORs) and Singapore swap offer rates (SORs), and the transition from SOR to the Singapore overnight rate average (SORA), is also ongoing.

The Group has adopted the principles of the amendments to SFRS(I) 9, SFRS(I) 1- 39 and SFRS(I) 7 issued in December 2019 in relation to the project on interest rate benchmark reform (“the amendments”).

A hedging relationship is directly affected by the uncertainties arising from the IBOR reform with respect to the hedged risk and the timing and amount of the interest rate benchmark-based cash flows of the hedged item and hedge instruments. For the purpose of evaluating whether the hedging relationship is expected to be highly effective (i.e. prospective effectiveness assessment), the Group assumes that the benchmark interest rate on which the cash flows are based is not altered as a result of IBOR reform.

The Group will cease to apply the amendments to its effectiveness assessment of the hedging relationship at the earlier of, when the uncertainty arising from interest rate benchmark reform is no longer present with respect to the hedged risk and the timing and the amount of the interest rate benchmark-based cash flows of the hedged item and hedging instrument; and when the hedging relationship is discontinued.

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Cash flow hedges

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and interest rates.

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in OCI and accumulated in the hedging reserve. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in profit or loss.

Where the hedged forecast transaction subsequently results in the recognition of a non-financial item, such as inventory, the amounts recognised as OCI is included in the initial cost of the non-financial item.

If the hedge no longer meets the criteria for hedge accounting or the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. When hedge accounting for cash flow hedges is discontinued, the amount that has been accumulated in the hedging reserve remains in equity until, for a hedge of a transaction resulting in recognition of a non-financial item, it is included in the non-financial item's cost on its initial recognition or, for other cash flow hedges, it is reclassified to profit or loss in the same period or periods as the hedged expected future cash flows affect profit or loss.

Fair value hedges

The firm commitment of contracts entered into with various customers denominated in foreign currencies are designated as the hedged item. The Group uses foreign currency forwards to hedge its exposure to foreign currency risk arising from these contracts. Under the Group's policy, the critical terms of the forward exchange contracts must align with the hedged items. The Group designates the spot component of forward contracts as the hedging instrument. The fair value changes on the hedged item resulting from currency risk are recognised in profit or loss. The fair value changes on the spot of the currency forwards designated as fair value hedges are recognised in profit or loss within the same line item as the fair value changes from the hedged item. The fair value changes on the ineffective portion of currency forwards are recognised in profit or loss and presented separately in "other operating income or expenses".

Net investment hedge

The Group designates certain derivatives and non-derivative financial liabilities as hedges of foreign exchange risk on a net investment in a foreign operation. When a derivative instrument or a non-derivative financial liability is designated as the hedging instrument in a hedge of a net investment in a foreign operation, the effective portion of, for a derivative, changes in the fair value of the hedging instrument or, for a non-derivative, foreign exchange gains and losses is recognised in OCI and presented in the translation reserve within equity. Any ineffective portion of the changes in the fair value of the derivative or foreign exchange gains and losses on the non-derivative is recognised immediately in profit or loss. The amount recognised in OCI is reclassified to profit or loss on disposal of the foreign operation.

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Separable embedded derivatives

Changes in the fair value of separated embedded derivatives are recognised immediately in the profit or loss.

Other non-trading derivatives

When a derivative financial instrument is not designated in a hedge relationship that qualifies for hedge accounting, all changes in its fair value are recognised immediately in the profit or loss.

(g) *Perpetual securities*

The perpetual securities do not have a maturity date and distribution payment is optional at the discretion of the Group. As the Group does not have a contractual obligation to repay the principal nor make any distributions, perpetual securities are classified as a separate class of equity.

Any distributions made are directly debited from total equity. Incremental costs directly attributable to the issue of the perpetual securities are deducted against the proceeds from the issue.

(h) *Financial guarantees*

Financial guarantee contracts are classified as financial liabilities unless the Group has previously asserted explicitly that it regards such contracts as insurance contracts and accounted for them as such.

Financial guarantees classified as financial liabilities

Such financial guarantees are recognised initially at fair value and are classified as financial liabilities. Subsequent to initial measurement, the financial guarantees are stated at the higher of the initial fair value less cumulative amortisation and the amount of loss allowance. When financial guarantees are terminated before their original expiry date, the carrying amount of the financial guarantees is transferred to the profit or loss.

Financial guarantees classified as insurance contracts

These financial guarantees are accounted for as insurance contracts. Provision is recognised based on the Group's estimates of the ultimate cost of settling all claims incurred but unpaid at the end of the reporting period.

The provision is assessed by reviewing individual claims and tested for adequacy by comparing the amount recognised and the amount that would be required to settle the guarantee contract.

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(i) Impairment of financial assets

The Group assesses on a forward looking basis the ECL associated with its financial assets carried at amortised cost and FVOCI, contract assets and financial guarantee contracts. For trade receivables, lease receivables and contract assets, the Group applies the simplified approach permitted by the SFRS(I) 9, which requires expected lifetime losses to be recognised from initial recognition of the receivables. The Group applies the general approach of 12-month ECL at initial recognition for all other financial assets and financial guarantee contracts.

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default or being more than 90 days past due;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise;
- it is probable that the borrower will enter bankruptcy or other financial reorganisation; or
- the disappearance of an active market for a security because of financial difficulties.

Presentation of allowance for ECLs in the balance sheet

Loss allowance for financial assets measured at amortised cost are deducted from the gross carrying amount of these assets.

Write-off

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

3.9 Share capital

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of ordinary shares and options are recognised as a deduction from equity.

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3.10 Development properties for sale and stocks

Development properties are measured at the lower of cost and net realisable value. Net realisable value represents the estimated selling price less costs to be incurred in selling the property. The write-down to net realisable value is presented as allowance for foreseeable losses.

The cost of development properties comprises specifically identified costs, including acquisition costs, development expenditure, borrowing costs and other related expenditure.

When the development properties for sale are being transferred to investment property, any difference between the fair value of the property and its previous carrying amount at the date of transfer is recognised in profit or loss.

3.11 Impairment of non-financial assets

The carrying amounts of the Group's non-financial assets, other than investment properties, development properties for sale and stocks and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, the assets' recoverable amounts are estimated. For goodwill and intangible assets that have indefinite useful lives, the recoverable amount is estimated at each reporting date, and as and when indicators of impairment are identified, an impairment loss is recognised if the carrying amount of an asset or its related cash-generating unit (CGU) exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generate cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU. Subject to an operating segment ceiling test, for the purposes of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment is tested reflects the lowest level at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGU that are expected to benefit from the synergies of the combination.

Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to the units and then to reduce the carrying amounts of the other assets in the CGU on a *pro-rata* basis.

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An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

Goodwill that forms part of the carrying amount of an investment in an associate or a joint venture is not recognised separately, and therefore is not tested for impairment separately. Instead, the entire amount of the investment in an associate or a joint venture is tested for impairment as a single asset when there is objective evidence that the investment in an associate or a joint venture may be impaired.

3.12 Employee benefits

All short-term employee benefits, including accumulated compensated absences, are measured on an undiscounted basis and are recognised in the period in which the employees render their services.

The Group's obligation in respect of long-term employee benefits is the amount of future benefit that employees have earned in return for their service in the current and prior periods. That benefit is discounted to determine its present value.

A provision is recognised for the amount expected to be paid under cash bonus or profit-sharing plans if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

Defined contribution plans

Contributions to post-employment benefits under defined contribution plans are recognised as an expense in profit or loss in the period during which the related services are rendered by employees.

Share-based payments

For equity-settled share-based payment transactions, the fair value of the services received is recognised as an expense with a corresponding increase in equity over the vesting period during which the employees become unconditionally entitled to the equity instrument. The fair value of the services received is determined by reference to the fair value of the equity instrument granted at the grant date. At each reporting date, the number of equity instruments that are expected to be vested are estimated. The impact on the revision of original estimates is recognised as an expense and as a corresponding adjustment to equity over the remaining vesting period, unless the revision to original estimates is due to market conditions. No adjustment is made if the revision or actual outcome differs from the original estimate due to market conditions.

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For cash-settled share-based payment transactions, the fair value of the goods or services received is recognised as an expense with a corresponding increase in liability. The fair value of the services received is determined by reference to the fair value of the liability. Until the liability is settled, the fair value of the liability is re-measured at each reporting date and at the date of settlement, with any changes in fair value recognised in profit or loss for the period.

3.13 Provision

A provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation.

A provision for onerous contract is recognised when the expected benefits to be derived by the Group from a contract are lower than the unavoidable cost of meeting its obligations under the contract. The provision is measured at the present value of the lower of the expected cost of terminating the contract and the expected net cost of continuing with the contract. Before a provision is established, the Group recognises any impairment loss on the assets associated with the contract.

3.14 Leases

(i) As a lessee

At commencement or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of its relative stand-alone prices. However, for the leases of property, the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group recognises a right-of-use assets and a lease liability at the lease commitment date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the leases liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use assets is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right-of-use assets reflects that the Group will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property, plant and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

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The right-of-use asset is subsequently stated at cost less accumulated depreciation and impairment losses, except for right-of-use assets that meet the definition of investment property carried at fair value in accordance with note 3.6.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the lessee's incremental borrowing rate.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment.

The Group presents the right-of-use assets that do not meet the definition of investment property in "property, plant and equipment" and lease liabilities in "borrowings" in the balance sheet.

Short-term leases and leases of low-value assets

The Group has elected not to recognise right-of-use assets and lease liabilities for leases of low-value assets and short-term leases, including office equipment. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

COVID-19-related rent concessions

From 1 January 2020 onwards, the Group has applied COVID-19-Related Rent Concessions – Amendment to SFRS(I) 16. The Group applies the practical expedient allowing it not to assess whether eligible rent concessions that are a direct consequence of the COVID-19 pandemic are lease modifications. The Group applies the practical expedient consistently to contracts with similar characteristics and in similar circumstances. For rent concessions in leases to which the Group chooses not to apply the practical expedient, or do not qualify for the practical expedient, the Group assesses whether there is a lease modification.

(ii) As a lessor

To classify each lease, the Group makes an overall assessment of whether the lease transfers substantially all of the risks and rewards incidental to ownership of the underlying asset. If this is the case, then the lease is a finance lease; if not, then is an operating lease. As part of this assessment, the Group considers certain indicators such as whether the lease is for the major part of the economic life of the asset.

The Group leases out its investment property, including own property and right-of-use assets. The Group has classified these leases as operating leases.

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When the Group is an intermediate lessor, it accounts for its interests in the head lease and the sub-lease separately. It assesses the lease classification of a sub-lease with reference to the right-of-use asset arising from the head lease, not with reference to the underlying asset. If a head lease is a short-term lease to which the Group applies the exemption described above, then it classifies the sub-lease as an operating lease.

The Group recognises lease payments received from investment property under operating leases as rental income on a straight-line basis over the lease term as part of "revenue". Rental income from sub-leased property is recognised as "other income".

3.15 Revenue recognition

Rental income

Rental income receivable under operating leases is recognised on a straight-line basis over the term of the lease, except where an alternative basis is more representative of the pattern of benefits to be derived from the leased asset. Lease incentives granted are recognised as an integral part of the total rental income to be received. Contingent rentals are recognised as income in the accounting period in which they are earned.

Development properties for sale

The Group develops and sells residential projects to customers through fixed-price contracts. Revenue is recognised when the control over the residential project has been transferred to the customer. At contract inception, the Group assesses whether the Group transfers control of the residential project over time or at a point in time by determining if (a) its performance does not create an asset with an alternative use to the Group; and (b) the Group has an enforceable right to payment for performance completed to date.

The residential projects have no alternative use for the Group due to contractual restriction, and the Group has enforceable rights to payment arising from the contractual terms. For these contracts, revenue is recognised over time by reference to the Group's progress towards completing the construction of the residential project. The measure of progress is determined based on the proportion of contract costs incurred to date to the estimated total contract costs. Costs incurred that are not related to the contract or that do not contribute towards satisfying a performance obligation are excluded from the measure of progress and instead are expensed as incurred.

For certain contracts where the Group does not have enforceable right to payment, revenue is recognised only when the completed residential project is delivered to the customers and the customers have accepted it in accordance with the sales contract.

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Under certain payment schemes, the time when payments are made by the buyer and the transfer of control of the property to the buyer do not coincide and where the difference between the timing of receipt of the payments and the satisfaction of a performance obligation is 12 months or more, the entity adjusts the transaction price with its customer and recognises a financing component. In adjusting for the financing component, the entity uses a discount rate that would reflect that of a separate financing transaction between the entity and its customer at contract inception. A finance income or finance expense will be recognised depending on the arrangement. The Group has elected to apply the practical expedient not to adjust the transaction price for the existence of significant financing component when the period between the transfer of control of good or service to a customer and the payment date is 12 months or less.

Revenue is measured at the transaction price agreed under the contract. Estimates of revenues, costs or extent of progress toward completion are revised if circumstances change. Any resulting increases or decreases in estimated revenues or costs are reflected in the profit or loss in the period in which the circumstances that give rise to the revision become known by management.

The customer is invoiced on a payment schedule and are typically triggered upon achievement of specified construction milestones. If the value of the goods transferred by the Group exceed the payments, a contract asset is recognised. If the payments exceed the value of the goods transferred, a contract liability is recognised.

For costs incurred in fulfilling the contract, the Group will capitalise these as contract costs assets only if (a) these costs relate directly to a contract or an anticipated contract which the Group can specifically identify; (b) these costs generate or enhance resources of the Group that will be used in satisfying (or in continuing to satisfy) performance obligations in the future; and (c) these costs are expected to be recovered. Otherwise, such costs are recognised as an expense immediately.

Capitalised contract costs are subsequently amortised on a systematic basis as the Group recognises the related revenue over time. An impairment loss is recognised in the profit or loss to the extent that the carrying amount of capitalised contract costs exceeds the expected remaining consideration less any directly related costs not yet recognised as expenses.

Financial advisory and management fee

Financial advisory and management fee is recognised as and when the service is rendered.

Dividends

Dividend income is recognised on the date that the Group's right to receive payment is established.

Interest income

Interest income is recognised as it accrues, using the effective interest rate method.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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3.16 Government grants

Government grants related to assets are initially recognised as deferred income at fair value when there is reasonable assurance that they will be received and the Group will comply with the conditions associated with the grant. These grants are then recognised in profit or loss as “other operating income” on a systematic basis over the useful life of the asset. Grants that compensate the Group for expenses incurred are recognised in profit or loss as “other operating income” on a systematic basis in the periods in which the expenses are recognised, unless the conditions for receiving the grant are met after the related expenses have been recognised. In this case, the grant is recognised when it becomes receivable.

3.17 Finance costs

Borrowing costs are recognised in the profit or loss using the effective interest rate method, except to the extent that they are capitalised as being directly attributable to the acquisition, construction or production of an asset which necessarily takes a substantial period of time to be prepared for its intended use or sale.

3.18 Tax

Income tax expense comprises current and deferred tax expense, as well as land appreciation tax in China. Income tax expense is recognised in the profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss;
- temporary differences related to investments in subsidiaries, associates and joint ventures to the extent that the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences arising on the initial recognition of goodwill.

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

NOTES TO THE COMBINED FINANCIAL STATEMENTS FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised to the extent that it is probable that future taxable profits will be available against which temporary differences can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

In determining the amount of current and deferred tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes and interest may be due. The Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience.

This assessment relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Group to change its judgement regarding the adequacy of existing tax liabilities; such changes to tax liabilities will impact tax expense in the period that such a determination is made.

Land appreciation tax in China relates to the gains arising from the transfer of land use right and the buildings that are constructed on the land. Land appreciation tax is levied from 30% to 60% on gain from sale of landed properties with reference to the percentage of appreciated value over the deductible expenditure.

3.19 Earnings per share

The Group presents basic and diluted earnings per share (EPS) data for its ordinary shares. Basic EPS is calculated by dividing the profit or loss attributable to owners of the Company by the weighted average number of ordinary shares outstanding during the period, adjusted for own shares held. Diluted EPS is determined by adjusting the profit or loss attributable to owners of the Company and the weighted average number of ordinary shares outstanding, adjusted for own shares held, for the effects of all dilutive potential ordinary shares, which comprise share plans granted to employees.

3.20 Operating segments

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other components. Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision-maker. The chief operating decision-maker comprises the Group CEO and key management officers of the corporate office.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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3.21 Discontinued operation

A discontinued operation is a component of the Group's business, the operations and cash flows of which can be clearly distinguished from the rest of the Group and which:

- represents a separate major line of business or geographical area of operations;
- is part of a single co-ordinated plan to dispose of a separate major line of business or geographical area of operations; or
- is a subsidiary acquired exclusively with a view to resale.

Classification as a discontinued operation occurs upon disposal or when the operation meets the criteria to be classified as held for sale, if earlier. When an operation is classified as a discontinued operation, the comparative statement of profit or loss is re-presented as if operation had been discontinued from the start of the comparative year.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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4 Property, Plant and Equipment

	2020 \$'M	2019 \$'M
Property, plant and equipment owned	747	785
Right-of-use assets classified within property, plant and equipment	349	129
	1,096	914

Property, plant and equipment owned

	Note	Serviced residence properties \$'M	Land and buildings \$'M	Plant, machinery and improvements \$'M	Motor vehicles \$'M	Furniture, fittings and equipment \$'M	Assets under construction \$'M	Total \$'M
The Group								
Cost								
At 1 January 2019		280	58	48	11	392	17	806
Translation differences		1	(11)	(3)	*	(6)	*	(19)
Additions		-	2	5	-	29	26	62
Acquisition of subsidiaries	28(b)	-	546	40	-	17	6	609
Disposal of subsidiaries		-	*	*	*	(6)	*	(6)
Disposals/Written off		-	-	(3)	*	(15)	(1)	(19)
Reclassification to other categories of assets		(287)	-	*	-	(13)	(2)	(302)
Reclassifications		-	2	5	-	19	(26)	-
Revaluation surplus on reclassification (note (a))		6	-	-	-	-	-	6
At 31 December 2019		-	597	92	11	417	20	1,137

* Less than \$1 million

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	Serviced residence properties \$'M	Land and buildings \$'M	Plant, machinery and improvements \$'M	Motor vehicles \$'M	Furniture, fittings and equipment \$'M	Assets under construction \$'M	Total \$'M
The Group								
Cost								
At 1 January 2020		-	597	92	11	417	20	1,137
Translation differences		-	31	3	1	14	1	50
Additions		-	3	10	*	25	10	48
Acquisition of subsidiaries	28(b)	-	1	-	-	*	-	1
Disposal of subsidiaries		-	-	-	-	(4)	-	(4)
Disposals/Written off		-	(1)	(2)	*	(10)	(1)	(14)
Reclassification to other categories of assets		-	(2)	(1)	-	(8)	(5)	(16)
Reclassifications		-	8	6	-	3	(17)	-
At 31 December 2020		-	637	108	12	437	8	1,202

* Less than \$1 million

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	Serviced residence properties \$'M	Land and buildings \$'M	Plant, machinery and improvements \$'M	Motor vehicles \$'M	Furniture, fittings and equipment \$'M	Assets under construction \$'M	Total \$'M
The Group								
Accumulated depreciation and impairment loss								
At 1 January 2019		5	21	33	10	254	-	323
Translation differences		*	(2)	(2)	*	(5)	-	(9)
Depreciation for the year	25(c)(ii)	-	11	8	1	47	-	67
Disposal of subsidiaries		-	-	-	*	(2)	-	(2)
Disposals/Written off		-	-	(2)	*	(14)	-	(16)
Reclassification to other categories of assets		(5)	-	*	-	(12)	-	(17)
Impairment		-	6	-	-	-	-	6
At 31 December 2019		-	36	37	11	268	-	352

* Less than \$1 million

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	Note	Serviced residence properties \$'M	Land and buildings \$'M	Plant, machinery and improvements \$'M	Motor vehicles \$'M	Furniture, fittings and equipment \$'M	Assets under construction \$'M	Total \$'M
The Group								
Accumulated depreciation and impairment loss								
At 1 January 2020		-	36	37	11	268	-	352
Translation differences		-	2	1	1	7	-	11
Depreciation for the year	25(c)(ii)	-	17	12	*	49	-	78
Disposal of subsidiaries		-	-	-	-	(3)	-	(3)
Disposals/Written off		-	*	(2)	*	(9)	-	(11)
Reclassification to other categories of assets		-	*	-	-	1	-	1
Impairment		-	27	-	-	-	-	27
At 31 December 2020		-	82	48	12	313	-	455
Carrying amounts								
At 1 January 2019		275	37	15	1	138	17	483
At 31 December 2019		-	561	55	-	149	20	785
At 31 December 2020		-	555	60	-	124	8	747

* Less than \$1 million

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

- (a) The classification of serviced residence properties as property, plant and equipment or investment properties is based on the level of ancillary services, length of stay, amongst other factors. In 2019, the Group evaluated and reclassified a serviced residence property in United Kingdom to investment properties based on the fair value obtained from independent professional valuation and a gain of \$6 million was recognised in equity.
- (b) As at 31 December 2020 and 2019, certain property, plant and equipment with carrying value totalling approximately \$23 million (2019: \$24 million) were mortgaged to banks to secure credit facilities for the Group (note 16).
- (c) Hotel properties included in land and buildings are measured at cost less accumulated depreciation and accumulated impairment losses. During the financial year ended 31 December 2020, an impairment loss of \$27 million (2019: \$6 million) was recognised in respect of certain hotel properties in Australia as the net carrying value of the assets exceeded the recoverable amount. The decrease in recoverable amount was mainly due to the lower expected operating cashflow from the properties as the properties' performance was impacted by the travel restrictions imposed by governments amid the COVID-19 pandemic. The recoverable amount was determined based on independent professional valuations using the discounted cashflow method and the fair value measurement is categorised as Level 3 on the fair value hierarchy.

Details of valuation techniques and significant unobservable inputs are set out in the table below.

Type	Valuation method	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Hotel properties in Australia	Discounted cashflow approach	<ul style="list-style-type: none"> - Discount rate: 6.0% to 7.8% (2019: 7.8% to 8.5%) - Terminal yield rate: 5.0% to 6.3% (2019: 6.0% to 6.8%) - Revenue per available unit (RevPau): \$94 to \$169 (2019: \$113 to \$220) - Occupancy rate: 41.0% to 90.0% (2019: 80.0% to 92.0%) 	The estimated fair value varies inversely against the discount rate and terminal yield rate and increases with higher RevPau and occupancy rates.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Right-of-use assets classified within property, plant and equipment

	Note	Buildings \$M	Motor Vehicles \$M	Total \$M
The Group				
Cost				
At 1 January 2019		163	1	164
Translation differences		*	-	*
Additions		55	*	55
Acquisition of subsidiaries	28(b)	3	-	3
Expiry/Termination of leases		(3)	(1)	(4)
At 31 December 2019		218	*	218
At 1 January 2020		218	*	218
Translation differences		21	*	21
Additions		22	*	22
Acquisition of subsidiaries	28(b)	233	-	233
Expiry/Termination of leases		(25)	*	(25)
Reclassification to other categories of assets		(2)	-	(2)
At 31 December 2020		467	*	467
Accumulated depreciation				
At 1 January 2019		63	-	63
Translation differences		(2)	*	(2)
Depreciation for the year	25(c)(ii)	28	*	28
Expiry/Termination of leases		*	-	*
At 31 December 2019		89	*	89
At 1 January 2020		89	*	89
Translation differences		3	*	3
Depreciation for the year	25(c)(ii)	48	*	48
Expiry/Termination of leases		(22)	*	(22)
Reclassification to other categories of assets		*	-	*
At 31 December 2020		118	*	118
Carrying amounts				
At 1 January 2019		100	1	101
At 31 December 2019		129	*	129
At 31 December 2020		349	*	349

* Less than \$1 million

NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019

5 Intangible Assets

	Note	Goodwill \$'M	Management contracts \$'M	Others [^] \$'M	Total \$'M
The Group					
Cost					
At 1 January 2019		541	-	111	652
Additions		-	-	10	10
Acquisition of subsidiaries	28(b)	50	314	*	364
Written off		-	-	*	-
Reclassification from other categories of assets		-	-	3	3
Translation differences		(2)	(1)	*	(3)
At 31 December 2019		589	313	124	1,026
At 1 January 2020		589	313	124	1,026
Additions		-	-	14	14
Acquisition of subsidiaries	28(b)	149	-	60	209
Written off		-	-	(1)	(1)
Reclassification from other categories of assets		-	-	16	16
Translation differences		11	4	3	18
At 31 December 2020		749	317	216	1,282
Accumulated amortisation and impairment loss					
At 1 January 2019		62	-	16	78
Amortisation for the year	25(c)(ii)	-	-	18	18
Impairment for the year	25(c)(iii)	-	-	5	5
Written off		-	-	*	*
Reclassification from other categories of assets		-	-	*	*
Translation differences		-	-	*	*
At 31 December 2019		62	-	39	101
At 1 January 2020		62	-	39	101
Amortisation for the year	25(c)(ii)	-	-	23	23
Impairment for the year	25(c)(iii)	150	-	3	153
Written off		-	-	(1)	(1)
Reclassification from other categories of assets		-	-	*	*
Translation differences		*	-	*	*
At 31 December 2020		212	-	64	276
Carrying amounts					
At 1 January 2019		479	-	95	574
At 31 December 2019		527	313	85	925
At 31 December 2020		537	317	152	1,006

[^] Others comprise trademarks, software and licences and club memberships.

* Less than \$1 million

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

(a) Impairment test for goodwill

The key assumptions used in the estimation of the recoverable amount are set below:

	<----- Key assumptions ----->				Carrying Value	
	Terminal growth rates		Discount rates			
	2020	2019	2020	2019	2020	2019
	%	%	%	%	\$'M	\$'M
The Ascott Limited (Ascott)	0.2	2.6	4.9	6.2	417	417
A serviced residence in London	2.0	2.0	5.8	5.8	-	15
Synergy Global Housing	2.0	2.0	10.0	10.0	5	27
TAUZIA Hotel Management (TAUZIA)	3.3	3.0	14.0	14.0	9	19
QSA Group Pty Ltd (QSA Group)	1.8	-	10.0	-	57	-
Ascendas-Singbridge (ASB)	1.0	1.0	4.9	5.9	49	49
As at 31 December					<u>537</u>	<u>527</u>

Ascott, a serviced residence in London, Synergy Global Housing, TAUZIA and QSA Group

The recoverable amounts of the CGUs are determined based on value in use calculations. The value in use calculation is a discounted cash flow model using cash flow projections based on the most recent forecasts approved by management covering three to five years. In 2020, the discounted cash flow models also took into account the probability of changes to cashflow projection based on various business scenario under the COVID-19 pandemic. Cash flows beyond these periods are extrapolated using the estimated terminal growth rates stated in the table above. The discount rates applied are the weighted average cost of capital from the relevant business segments. The key assumptions are those relating to expected changes in average rental and occupancy rates and direct costs. The terminal growth rates used for each CGU are based on management's expectation of the long-term average growth rates of the respective industry and countries in which the CGUs operate.

As disclosed in note 28, goodwill of \$149 million was recorded on the acquisition of QSA Group in July 2020, following a change in control over the entity as stipulated in the shareholder agreement. Prior to July 2020, it was recorded as investment in joint venture.

During 2020, an impairment loss of \$48 million was recognised on goodwill relating to Synergy Global Housing, TAUZIA and a serviced residence in London as the recoverable amounts from these CGUs were lower than their carrying amounts. The decrease was mainly due to lower expected operating cashflows from the CGUs as the operating performance of the hospitality sector was heavily impacted by the travel restrictions imposed amid the COVID-19 pandemic.

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The revenue drivers of QSA Group include one-time sale of business income to franchisees as well as recurring franchisee fees. However, with the worsening market conditions in the second half of 2020 in Australia which has impacted the Quest's business such that new properties have to be operated directly by the group. The traditional sale of business income and recurring franchise fees have also impacted cashflow and the sale of business income to new franchisees will be affected until the situation recovers. Accordingly, an impairment loss of \$102 million was made in respect of the goodwill relating to QSA Group as at 31 December 2020.

The impairment losses were recognised in 'other operating expenses' in the combined income statement.

ASB

The recoverable amount of the CGU is determined based on value in use calculations. The value in use calculation is a discounted cash flow model using cash flow projections based on the most recent forecasts approved by management covering 10 years. Cash flows beyond the third year are extrapolated using the estimated terminal growth rate of 1.0% (2019: 1.0%). The discount rate of 4.9% (2019: 5.9%) is applied using the weighted average cost of capital from the relevant business segment. Management has assessed that the recoverable amount to be higher than its carrying amount for the Relevant Periods.

(b) Management contracts

These relate to the management contracts entered into between subsidiary companies and Ascendas Real Estate Investment Trust and Ascendas India Trust. These contracts are deemed to have indefinite useful lives and are measured at cost less accumulated impairment losses.

The recoverable amount of the CGU is determined based on value in use calculations. Cash flow projections are based on forecast using discount rates of 6.4% to 8.9% (2019: 12.5% to 15.1%) and growth rates of 1.0% to 2.5% (2019: 1.0% to 3.0%) covering a 10-year period and beyond. The lower discount rates in FY2020 are mainly due to the decrease in key inputs, such as risk free rate, cost of debt and forecast risk premium adopted in the computation of discount rates. The forecast is reviewed, updated and approved by management on an annual basis. The Group has assessed and determined that no impairment in the value of management contracts has arisen.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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6 Investment Properties

	Note	2020 \$'M	2019 \$'M
At 1 January		16,256	11,592
Acquisition of subsidiaries	28(b)	223	4,568
Disposal of subsidiaries	28(d)	(245)	(684)
Additions		244	355
Disposals		(311)	(4)
Reclassification from/(to) assets held for sale		61	(184)
Reclassifications from development properties for sale		-	116
Reclassification from property, plant and equipment		4	280
Changes in fair value		(698)	352
Translation differences		318	(135)
At 31 December		15,852	16,256

- (a) Investment properties, which include those in the course of development, are stated at fair value based on independent professional valuations or internal valuations. The fair values are based on open market values, being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction wherein the parties had each acted knowledgeably and without compulsion. In determining the fair value, the valuers have used valuation techniques which involve certain estimates. The valuers have considered valuation techniques including the direct comparison method, capitalisation approach, discounted cash flows and residual method in arriving at the open market value as at the balance sheet date. The key assumptions used to determine the fair value of investment properties include market-corroborated capitalisation rate, terminal yield rate, discount rate, comparable market price and occupancy rate. The direct comparison method involves the analysis of comparable sales of similar properties and adjusting the sale prices to that reflective of the investment properties. The capitalisation approach capitalises an income stream into a present value using revenue multipliers or single-year capitalisation rates. The discounted cash flow method involves the estimation and projection of an income stream over a period and discounting the income stream with an internal rate of return to arrive at the market value. In the residual method of valuation, the total gross development costs and developer's profit are deducted from the gross development value to arrive at the residual value of land. The gross development value is the estimated value of the property assuming satisfactory completion of the development as at the date of valuation. Details of valuation methods and key assumptions used to estimate the fair values of investment properties are set out in note 30.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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The outbreak of the COVID-19 pandemic in 2020 has impacted market activity in many property sectors in the countries that the Group operates in. As the impact of COVID-19 is fluid and evolving, significant market uncertainty exists. Consequently, the valuations of certain investment properties as at 31 December 2020 are subject to material valuation uncertainty. The carrying amounts of the investment properties were current as at 31 December 2020 only. Values may change more rapidly and significantly than during normal market conditions. In relying on the valuation reports, management has exercised its judgement and is satisfied that the valuation methods and estimates are reflective of current market conditions.

- (b) The Group's investment properties which are classified under Level 3 are analysed as below:

	Shopping mall \$'M	Office \$'M	Integrated development \$'M	Lodging \$'M	Business park, industrial and logistics \$'M	Total \$'M
The Group						
31 December 2020						
Singapore	-	1,050	-	1,071	834	2,955
China (includes Hong Kong)	482	860	595	445	564	2,946
Others*	1,846	876	162	6,473	594	9,951
	<u>2,328</u>	<u>2,786</u>	<u>757</u>	<u>7,989</u>	<u>1,992</u>	<u>15,852</u>
31 December 2019						
Singapore	-	835	-	1,078	833	2,746
China (includes Hong Kong)	517	838	756	479	519	3,109
Others*	2,195	992	177	6,734	303	10,401
	<u>2,712</u>	<u>2,665</u>	<u>933</u>	<u>8,291</u>	<u>1,655</u>	<u>16,256</u>

* Others include countries in Asia (excluding Singapore, China and Hong Kong), Europe, United States of America and Australia.

- (c) As at 31 December 2020, investment properties valued at \$422 million (2019: \$1,035 million) were under development.
- (d) As at 31 December 2020, certain investment properties with carrying value of approximately \$10,087 million (2019: \$10,511 million) were mortgaged to banks to secure credit facilities (notes 16 and 17).
- (e) During the financial year ended 31 December 2020, interest capitalised as cost of investment properties amounted to approximately \$5 million (2019: \$9 million) (note 25(d)).

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- (f) Investment properties of the Group are held mainly for use by tenants under operating leases. Minimum lease payments receivable under non-cancellable operating leases of investment properties and not recognised in the financial statements are as follows:

	2020	2019
	\$'M	\$'M
Lease rentals receivable:		
Less than one year	499	450
One to two years	383	361
Two to three years	272	259
Three to four years	180	182
Four to five years	160	125
More than five years	495	506
	<u>1,989</u>	<u>1,883</u>

- (g) Contingent rents, representing income based on sales turnover achieved by tenants, amounted to \$12 million for the year ended 31 December 2020 (2019: \$17 million).
- (h) As at 31 December 2020, the right-of-use of the land and buildings that are classified within investment properties has carrying amount of \$355 million (2019: \$359 million).

7 Associates

	2020	2019
	\$'M	\$'M
(a) Investment in associates	10,906	10,990
Less:		
Allowance for impairment	*	-
	<u>10,906</u>	<u>10,990</u>
Add:		
Amounts due from associates, at amortised cost:		
Loan accounts- interest free	2	94
	<u>10,908</u>	<u>11,084</u>

* Less than \$1 million

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- (i) Loans due from associates are unsecured and not expected to be repaid within the next twelve months.
- (ii) Loan accounts include an amount of approximately \$2 million (2019: \$94 million), the repayment of which is subordinated to that of the external borrowings of certain associates.

	Note	2020 \$'M	2019 \$'M
(b) Amounts due from associates:			
Current accounts (unsecured)			
- interest free (trade)		138	108
- interest free (non-trade)		13	3
		<u>151</u>	<u>111</u>
Less:			
Allowance for impairment loss on receivables		*	*
Presented in trade and other receivables	12	<u>151</u>	<u>111</u>
Non-current loans (unsecured)			
- interest bearing		2	-
Presented in other non-current assets	10	<u>2</u>	<u>-</u>

* Less than \$1 million

- (i) The effective interest rates for interest-bearing amounts due from associates is 5.50% (2019: 5.15%) per annum as at 31 December 2020.
- (ii) The Group exposure to credit and currency risks, and impairment losses for trade and other receivables, are disclosed in note 31.

	Note	2020 \$'M	2019 \$'M
(c) Amounts due to associates:			
Current accounts (mainly non-trade and unsecured)			
- interest free		478	479
- interest bearing		5	5
Presented in trade and other payables	15	<u>483</u>	<u>484</u>

- (i) The effective interest rates for amounts due to associate is 8.00% (2019: 8.00%) per annum as at 31 December 2020.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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(d) The following are the material associates of the Group:

Name of Company	Nature of relationship with the Group	Principal place of business	Effective interest	
			2020 %	2019 %
CapitaLand Integrated Commercial Trust (CICT) ^{1,4}	Singapore-based REIT which invests in shopping malls and commercial properties in Singapore	Singapore	22.9	-
CapitaLand Mall Trust (CMT) ^{1,4}	Singapore-based REIT which invests in shopping malls in Singapore	Singapore	-	22.9
CapitaLand Commercial Trust (CCT) ^{1,4}	Singapore-based REIT which invests in commercial properties in Singapore	Singapore	-	22.9
Raffles City China Income Ventures Limited ^{1,3} (RCCIV)	Private equity fund which invests in five Raffles City integrated developments in China	China	55.0	55.0
Ascendas Real Estate Investment Trust (A-REIT) ²	Singapore-based REIT which invests in industrial properties and business park in Singapore, Australia, United States of America and United Kingdom	Singapore	18.0	19.0

¹ Audited by KPMG LLP Singapore.

² Audited by Ernst & Young LLP Singapore.

³ Considered to be an associate as key decisions are made by an independent board which the Group does not have majority control.

⁴ On 21 October 2020, the combination of CapitaLand Mall Trust (CMT) and CapitaLand Commercial Trust (CCT) to be effected by way of a trust scheme of arrangement with CMT acquiring all units of CCT for total consideration of S\$6,311 million, comprising S\$1,000 million in cash and 2,781 million new CMT Units issued at a price of S\$1.91 per CMT Unit was completed. The Group's stake in CICT is 22.9%, see note 2.

Management assessed the extent of its control over CICT (2019: CMT and CCT), taking into consideration that the managers of the REIT which is a wholly-owned subsidiary of the Group, its effective stake in the relevant trusts and the returns (both marginal and absolute returns) generated from its investment in and management of both trusts. Management concluded that the Group does not have sufficient interest to control CICT and therefore accounts for its investment in CICT as an associate.

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The following summarises the financial information of the Group's material associates based on their respective consolidated financial statements prepared in accordance with SFRS(1), modified for fair value adjustments on acquisition and differences in the Group's accounting policies. The table also includes summarised aggregate financial information for the Group's interest in other individually immaterial associates, based on the amounts reported in the Group's combined financial statements.

	CICT \$'M	RCCIV Group \$'M	A-REIT \$'M	Other individually immaterial associates \$'M	Total \$'M
31 December 2020					
Revenue ¹	1,210	407	1,049		
(Loss)/Profit after tax	(90)	76	457		
Other comprehensive income	(28)	261	41		
Total comprehensive income	(118)	337	498		
Attributable to:					
- NCI	-	85	-		
- Associate's shareholders	(118)	252	498		
¹ Includes:					
- Revenue from contract with customers for sale of residential, commercial strata and urban development	-	9	-		
- Rental and related income from investment properties	1,210	398	1,049		
Current assets	273	1,313	353		
Non-current assets	22,144	6,529	14,770		
Current liabilities	(1,334)	(295)	(843)		
Non-current liabilities	(8,015)	(3,119)	(5,090)		
Net assets	13,068	4,428	9,190		
Attributable to:					
- NCI	13,038	873	298		
- Associate's shareholders	30	3,555	8,892		
Carrying amount of interest in associate at beginning of the year	3,424	1,834	2,023		
Group's share of:					
- (Loss)/ Profit	(22)	22	88	(7)	81
- Other comprehensive income	(7)	116	8	150	267
- Total comprehensive income	(29)	138	96	143	348
Dividends received during the year	(172)	-	(115)		
Capital contributions during the year	-	-	106		
Additions	144	-	-		
Translation and other adjustments	(383)	(17)	16		
Carrying amount of interest in associate at end of the year	2,984	1,955	2,126	3,843	10,908
Fair value of effective ownership interest (if listed) [^]	3,229	N/A	2,156		

[^] Based on the quoted market price at 31 December 2020.

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	CCT \$'M	CMT \$'M	RCCIV \$'M	A-REIT \$'M	Other individually immaterial associates \$'M	Total \$'M
31 December 2019						
Revenue ¹	412	784	559	469		
Profit after tax	436	697	256	250		
Other comprehensive income	(19)	21	(62)	(18)		
Total comprehensive income	417	718	194	232		
Attributable to:						
- NCI	1	-	62	-		
- Associate's shareholders	416	718	132	232		
	417	718	194	232		
¹ Includes:						
- Revenue from contract with customers for sale of residential, commercial strata and urban development	-	-	138	-		
- Rental and related income from investment properties	483	944	421	419		
Current assets	268	229	1,289	251		
Non-current assets	9,923	11,503	6,214	13,613		
Current liabilities	(141)	(495)	(355)	(979)		
Non-current liabilities	(2,835)	(3,470)	(2,985)	(4,774)		
Net assets	7,215	7,767	4,163	8,111		
Attributable to:						
- NCI	29	-	828	-		
- Associate's shareholders	7,186	7,767	3,335	8,111		
	7,215	7,767				
Carrying amount of interest in associate at beginning of the year	1,604	1,708	1,824	-		
Acquisition during the year	-	-	-	1,771		
Group's share of:						
- Profit	104	162	104	48	375	793
- Other comprehensive income	(2)	(2)	(31)	(3)	(48)	(86)
- Total comprehensive income	102	160	73	45	327	707
Dividends received during the year	(82)	(86)	(49)	(48)		
Capital contribution during the year	-	-	-	255		
Additions	20	3	-	-		
Translation and other adjustments	1	(6)	(14)	-		
Carrying amount of interest in associate at end of the year	1,645	1,779	1,834	2,023	3,803	11,084
Fair value of effective ownership interest (if listed) [^]	1,755	2,075	N/A	2,043		

[^] Based on the quoted market price at 31 December 2019.

(e) As at 31 December 2020, the Group's share of the contingent liabilities of the associates is \$5 million (2019: \$5 million).

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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8 Joint Ventures

	Note	2020 \$'M	2019 \$'M
(a) Investment in joint ventures		1,843	2,078
Less:			
Allowance for impairment loss		(10)	(21)
		<u>1,833</u>	<u>2,057</u>
Add:			
Amounts due from joint ventures, at amortised cost:			
Loan accounts			
- interest free		454	549
- interest bearing		18	18
Less:			
Allowance for impairment loss on receivables	31	(15)	(15)
		<u>457</u>	<u>552</u>
		<u>2,290</u>	<u>2,609</u>

(i) Loans due from joint ventures are unsecured and not expected to be repaid within the next twelve months.

(ii) Movements in allowance for impairment loss were as follows:

	2020 \$'M	2019 \$'M
At 1 January	(21)	(11)
Allowance during the year	-	(10)
Utilised during the year	11	-
Translation differences	*	*
At 31 December	<u>(10)</u>	<u>(21)</u>

* Less than \$1 million

(iii) As at 31 December 2020, the effective interest rates for the interest-bearing loans to joint ventures ranged from 4.25% to 6.50% (2019: 5.03% to 6.50%) per annum.

(iv) As at 31 December 2020, loan accounts include an amount of approximately \$235 million (2019: \$338 million), the repayment of which is subordinated to that of the external borrowings of certain joint ventures.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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	Note	2020 \$'M	2019 \$'M
(b) Amounts due from joint ventures:			
Current accounts (unsecured)			
- interest free (trade)		35	32
- interest free (non-trade)		158	126
- interest bearing (mainly non-trade)		8	8
		<u>201</u>	<u>166</u>
Less:			
Allowance for impairment loss on receivables	31	<u>(25)</u>	<u>(20)</u>
Presented in trade and other receivables	12	<u>176</u>	<u>146</u>

(i) As at 31 December 2020, the effective interest rates for amounts due from joint ventures is 1.80% (2019: 1.80%) per annum.

(ii) The Group exposure to credit and currency risks, and impairment losses for trade and other receivables, are disclosed in note 31.

	Note	2020 \$'M	2019 \$'M
(c) Amounts due to joint ventures:			
Current accounts (unsecured)			
- interest free (mainly non-trade)		1	1
- interest bearing (non-trade)		-	*
Presented in trade and other payables	15	<u>1</u>	<u>1</u>

* *Less than \$1 million*

(i) As at 31 December 2019, the effective interest rates for amounts due to joint ventures is 5.22% per annum.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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(d) The following are the material joint ventures of the Group:

Name of Company	Nature of relationship with the Group	Principal place of business	Effective interest	
			2020 %	2019 %
Orchard Turn Holding Pte Ltd ¹ (OTH)	Owner of an integrated development in Singapore	Singapore	50.0	50.0
CapitaLand Shanghai Malls ^{2,3,4}	Owner of two integrated developments in China	China	65.0 to 73.0	65.0 to 73.0

¹ Audited by KPMG LLP Singapore.

² Audited by other member firms of KPMG International.

³ Considered to be a joint venture as the Group had joint control over the relevant activities of the trust with the joint venture partners.

⁴ CapitaLand Shanghai Malls comprised two joint ventures held through the Group's subsidiary, CapitaLand Mall Asia Limited, namely, Ever Bliss International Limited and Full Grace Enterprises Limited.

The following summarises the financial information of each of the Group's material joint ventures based on their respective consolidated financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Group's accounting policies. The table also includes summarised financial information for the Group's interest in immaterial joint ventures, based on the amounts reported in the Group's combined financial statements.

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	OTH Group \$'M	CapitalLand Shanghai Malls \$'M	Other individually immaterial joint ventures \$'M	Total \$'M
31 December 2020				
Revenue ¹	214	158		
(Loss)/ Profit ² after tax	(185)	18		
Other comprehensive income	3	105		
Total comprehensive income	(182)	123		
¹ Includes:				
- revenue from contract with customers for sale of residential, commercial strata and urban development	12	-		
- rental and related income from investment properties	203	158		
² Includes:				
- depreciation and amortisation	(3)	*		
- interest income	1	15		
- interest expense	(46)	(49)		
- tax expense	(18)	(19)		
Current assets ³	161	354		
Non-current assets	3,111	2,918		
Current liabilities ⁴	(89)	(98)		
Non-current liabilities ⁵	(1,683)	(1,262)		
Net assets	1,500	1,912		
³ Includes cash and cash equivalents	152	344		
⁴ Includes current financial liabilities (excluding trade and other payables and provisions)	(20)	(29)		
⁵ Includes non-current financial liabilities (excluding trade and other payables and provisions)	(1,682)	(1,093)		
Carrying amount of interest in joint venture at beginning of the year	868	602		
Group's share of:				
- (Loss)/ Profit	(93)	9	(22)	(106)
- Other comprehensive income	2	54	7	63
- Total comprehensive income	(91)	63	(15)	(43)
Dividends received during the year	(27)	-		
Translation and other adjustments	-	(5)		
Carrying amount of interest in joint venture at end of the year	750	660	880	2,290

* Less than \$1 million

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	OTH Group \$'M	CapitalLand Shanghai Malls \$'M	Other individually immaterial joint ventures \$'M	Total \$'M
31 December 2019				
Revenue ¹	261	178		
Profit ² after tax	166	134		
Other comprehensive income	*	(25)		
Total comprehensive income	<u>166</u>	<u>109</u>		
¹ Includes:				
- revenue from contract with customers for sale of residential, commercial strata and urban development	-	*		
- rental and related income from investment properties	261	176		
² Includes:				
- depreciation and amortisation	(3)	(1)		
- interest income	2	8		
- interest expense	(50)	(51)		
- tax expense	(8)	(60)		
Current assets ³	136	492		
Non-current assets	3,386	3,016		
Current liabilities ⁴	(100)	(156)		
Non-current liabilities ⁵	<u>(1,687)</u>	<u>(1,366)</u>		
Net assets	<u>1,735</u>	<u>1,986</u>		
³ Includes cash and cash equivalents	123	356		
⁴ Includes current financial liabilities (excluding trade and other payables and provisions)	(17)	(19)		
⁵ Includes non-current financial liabilities (excluding trade and other payables and provisions)	(1,686)	(1,111)		
Carrying amount of interest in joint venture at beginning of the year	845	552		
Acquisition during the year	-	-		
Group's share of:				
- (Loss)/ Profit	83	65	24	172
- Other comprehensive income	*	(12)	(45)	(57)
- Total comprehensive income	83	53	(21)	115
Dividends received during the year	(60)	-		
Translation and other adjustments	-	(3)		
Carrying amount of interest in joint venture at end of the year	<u>868</u>	<u>602</u>	<u>1,139</u>	<u>2,609</u>

* Less than \$1 million

- (e) As at 31 December 2020, the Group's share of the capital commitments of the joint ventures is \$307 million (2019: \$359 million).

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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9 Deferred Tax

The movements in the deferred tax assets and liabilities were as follows:

	At 1/1/2020 \$'M	Recognised in profit or loss \$'M	Acquisition/ Disposal of subsidiaries \$'M	Translation differences \$'M	At 31/12/2020 \$'M
Deferred tax liabilities					
Accelerated tax depreciation	26	(5)	-	1	22
Accrued income and interest receivable	4	*	-	*	4
Fair value adjustments arising from a business combination	89	(2)	11	*	98
Fair value changes of investment properties	380	(86)	-	9	303
Unremitted earnings	16	(4)	-	*	12
Others	26	(3)	-	2	25
Total	541	(100)	11	12	464
Deferred tax assets					
Unutilised tax losses	(2)	(2)	-	*	(4)
Provisions and expenses	(41)	1	(1)	(4)	(45)
Deferred income	(1)	-	-	*	(1)
Others	(10)	2	-	*	(8)
Total	(54)	1	(1)	(4)	(58)

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	At 1/1/2019 \$' M	Recognised in profit or loss \$' M	Acquisition/ Disposal of subsidiaries \$' M	Translation differences \$' M	At 31/12/2019 \$' M
The Group					
Deferred tax liabilities					
Accelerated tax depreciation	19	7	*	*	26
Accrued income and interest receivable	4	*	*	*	4
Fair value adjustments arising from a business combination	30	*	59	*	89
Fair value changes of investment properties	189	96	97	(3)	379
Unremitted earnings	7	7	2	*	16
Others	23	*	2	2	27
Total	272	110	160	(1)	541
Deferred tax assets					
Unutilised tax losses	(2)	*	*	*	(2)
Provisions and expenses	(43)	4	(3)	1	(41)
Deferred income	-	-	(1)	*	(1)
Others	(3)	(3)	(4)	*	(10)
Total	(48)	1	(8)	1	(54)

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Deferred tax liabilities and assets are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when the deferred taxes relate to the same taxation authority. The following amounts, determined after appropriate offsetting, are shown on the balance sheets:

	Gross Amount \$'M	Offset \$'M	Net Amount \$'M
31 December 2020			
Deferred tax liabilities	464	-	464
Deferred tax assets	(58)	-	(58)
	<u>406</u>	<u>-</u>	<u>406</u>
31 December 2019			
Deferred tax liabilities	541	-	541
Deferred tax assets	(54)	-	(54)
	<u>487</u>	<u>-</u>	<u>487</u>

As at 31 December 2020, deferred tax liabilities amounting to \$5 million (2019: \$5 million) had not been recognised for taxes that would be payable on the undistributed earnings of certain subsidiaries as these earnings would not be distributed in the foreseeable future.

A deferred tax asset is recognised to the extent that it is probable that future taxable profits will be available against which temporary differences can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised. The Group has not recognised deferred tax assets in respect of the following:

	2020 \$'M	2019 \$'M
Deductible temporary differences	13	19
Tax losses	744	477
Unutilised capital allowances	17	5
	<u>774</u>	<u>501</u>

Deferred tax assets have not been recognised in respect of these items because it is not probable that future taxable profits will be available against which the subsidiaries of the Group can utilise the benefits.

Temporary differences would expire in the following periods:

Expiry period	2020 \$'M	2019 \$'M
No expiry	314	236
Not later than 1 year	63	4
Between 1 and 5 years	202	177
After 5 years	195	84
	<u>774</u>	<u>501</u>

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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10 Other Non-current/Current Assets

(a) Other non-current assets

	Note	2020 \$'M	2019 \$'M
Equity investments at FVTPL		332	338
Equity investments at FVOCI		64	84
Derivative financial instruments		5	18
Amounts due from:			
- associates	7(b)	2	-
- related parties			
- interest free loan		96	96
- interest bearing loan	(b)	250	250
		346	346
Other receivables		16	10
Deposits		3	1
Prepayments		2	1
		<u>770</u>	<u>798</u>

(a) Loans due from related parties are unsecured and not expected to be repaid within the next twelve months.

(b) As at 31 December 2020, the effective interest rates for amounts due from related parties is 3.7% (2019: 3.7%) per annum.

(b) Other current assets

	2020 \$'M	2019 \$'M
Derivative financial instruments	<u>6</u>	<u>8</u>

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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11 Development Properties for Sale and Stocks

	2020 \$M	2019 \$M
(a) Properties under development, units for which revenue is recognised at a point in time		
Land and land related costs	21	20
Development costs	65	62
	<u>86</u>	<u>82</u>
Allowance for foreseeable losses	(17)	-
Properties under development	<u>69</u>	<u>82</u>
(b) Completed development properties, at cost	141	163
Allowance for foreseeable losses	-	(28)
Completed development properties	<u>141</u>	<u>135</u>
(c) Consumable stocks	<u>1</u>	<u>1</u>
Total development properties for sale and stocks	<u><u>211</u></u>	<u><u>218</u></u>

(d) The Group makes allowance for foreseeable losses by applying its experience in estimating the net realisable values of completed units and properties under development. References were made to comparable properties, timing of sale launches, location of property, management's expected net selling prices and estimated development expenditure. Market conditions may, however, change which may affect the future selling prices of the remaining unsold units of the development properties and accordingly, the carrying value of development properties for sale may have to be written down in future periods.

(e) During the financial year, the staff costs of \$1 million (2019: NIL) was capitalised as cost of development properties for sale.

(f) Movements in allowance for foreseeable losses in respect of development properties for sale were as follows:

	Note	2020 \$'M	2019 \$'M
At 1 January		(28)	(28)
Allowance during the year	25(c)(i)	(17)	-
Utilised during the year		<u>28</u>	<u>-</u>
At 31 December		<u><u>(17)</u></u>	<u><u>(28)</u></u>

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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12 Trade and Other Receivables

	Note	2020 \$'M	2019 \$'M
Trade receivables		222	176
Less:			
Allowance for impairment loss on receivables	31	(29)	(11)
		193	165
Deposits		17	17
Other receivables		98	320
Less:			
Allowance for impairment loss on receivables	31	(18)	(15)
		80	305
Tax recoverable		16	16
Amounts due from:			
- associates	7(b)	151	111
- joint ventures	8(b)	176	146
- non-controlling interest		8	*
- related parties			
Current accounts (unsecured)			
- interest free (trade)		64	53
- interest free (non-trade)		462	295
Loans (unsecured)			
- interest free		1,941	2,348
- interest bearing	(c)	1,185	875
Less:			
Allowance for impairment loss on receivables		(84)	(84)
		3,568	3,487
Loans and receivables		4,209	4,247
Prepayments		49	55
		4,258	4,302

* Less than \$1 million

- (a) As at 31 December 2020 and 2019, certain trade and other receivables amounting to approximately \$1 million (2019: less than \$1 million) were mortgaged to banks to secure credit facilities of the Group (note 16).
- (b) Amounts due from related parties are unsecured and repayable on demand.
- (c) As at 31 December 2020, the effective interest rates for amounts due from related parties ranged from 0.01% to 4.57% (2019: 1.06% to 5.45%) per annum.
- (d) The Group's exposure to credit and currency risks, and impairment losses for trade and other receivables, are disclosed in note 31.

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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13 Assets/Liabilities Held for Sale

	Note	2020 \$'M	2019 \$'M
Property, plant and equipment		–	2
Investment properties	30(d)(i)	32	247
Trade and other receivables		–	1
Cash and cash equivalents		–	3
Assets held for sale		<u>32</u>	<u>253</u>
Trade and other payables		–	3
Current tax payables		–	*
Loans and borrowings		–	10
Liabilities held for sale		<u>–</u>	<u>13</u>

* Less than \$1 million

Details of assets and liabilities held are as follows:

2020

- (a) On 17 July 2020 and 8 September 2020, Ascott Residence Trust (ART) entered into conditional agreements to divest Citadines Didot Montparnasse Paris and Citadines City Centre Grenoble in France respectively to an unrelated third party. Accordingly, the properties were reclassified from investment properties to assets held for sale as at 31 December 2020. The transactions have been completed in 2021.

2019

- (a) On 21 November 2019, ART entered into a put and call option agreement with an unrelated third party for the sale of its partial interest of the gross floor area of the land, on which Somerset Liang Court Singapore is located, for a purchase consideration of approximately \$163 million. The transaction was completed in 2020.
- (b) On 18 December 2019, ART entered into two sale and purchase agreements to divest its wholly-owned subsidiaries, Suzhou Chong Rui Xin Shi Ji Real Estate Co., Ltd and Wuhan Citadines Property Development Co., Ltd. Accordingly, all the assets and liabilities of the entities were reclassified to assets held for sale and liabilities held for sale respectively. As of 31 December 2020, the two subsidiaries were reclassified from assets/liabilities held for sale to the respective assets and liabilities lines due to the termination of the sale and purchase agreement by the buyer.

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14 Cash and Cash Equivalents

	Note	2020 \$'M	2019 \$'M
Fixed deposits		436	315
Cash at banks and in hand		1,300	1,106
Cash and cash equivalents		1,736	1,421
Restricted bank deposits	(a)	(58)	(67)
Cash and cash equivalents in the statement of cash flows		1,678	1,354

(a) These are deposits placed in escrow account for bank balances of certain subsidiaries pledged in relation to banking facilities and bank balances required to be maintained as security for outstanding CapitaVoucher, as well as bank balances relating to security deposits from tenants which can only be drawn down as rental payment upon tenants' default or refunded to tenants upon lease expiry.

(b) The Group's cash and cash equivalents are denominated mainly in Singapore Dollars, Chinese Renminbi and Japanese Yen. As at 31 December 2020, the effective interest rates for cash and cash equivalents denominated in these currencies ranged from 0% to 2.75% (2019: 0% to 2.74%) per annum.

The cash and cash equivalents are placed with banks and financial institutions which meet the appropriate credit criteria.

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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15 Trade and Other Payables

	Note	2020 \$'M	2019 \$'M
Trade payables		123	110
Accruals	(a)	403	446
Accrued development expenditure		63	125
Other payables	(b)	221	177
Rental and other deposits		125	125
Derivative financial instruments		6	9
Liability for employee benefits	19	38	45
Amounts due to:			
- associates	7(c)	483	484
- joint ventures	8(c)	1	1
- non-controlling interests (unsecured):			
- interest free		1	1
- interest bearing		1	-
- related parties:			
Loans (unsecured)			
- interest free		2,147	2,450
- interest bearing	(c)	1,751	1,016
Current accounts (unsecured)			
- interest free (trade)		90	98
- interest free (non-trade)		60	206
		<u>5,513</u>	<u>5,293</u>

(a) As at 31 December 2020, accruals included accrued operating expenses of \$262 million (2019: \$279 million), accrued interest payable of \$23 million (2019: \$29 million) as well as accrued expenditure for tax and administrative expenses which are individually immaterial.

(b) Other payables included retention sums and amounts payable in connection with capital expenditure incurred.

(c) As at 31 December 2020, the effective interest rates for amounts due to related parties ranged from 0.40% to 3.85% (2019: 0.01% to 4.79%) per annum.

(d) Amounts due to related parties are unsecured and repayable on demand.

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16 Borrowings

	Note	2020 \$'M	2019 \$'M
Bank borrowings			
- secured		5,209	5,286
- unsecured		1,224	919
		<hr/>	<hr/>
		6,433	6,205
Lease liabilities	(c)	748	495
		<hr/>	<hr/>
		7,181	6,700
		<hr/> <hr/>	<hr/> <hr/>
Repayable:			
Not later than 1 year		1,132	1,263
Between 1 and 5 years		4,620	4,195
After 5 years		1,429	1,242
After 1 year		6,049	5,437
		<hr/>	<hr/>
		7,181	6,700
		<hr/> <hr/>	<hr/> <hr/>

- (a) The Group's borrowings are denominated mainly in Singapore Dollars, Chinese Renminbi, Japanese Yen and US Dollars. As at 31 December 2020, the effective interest rates for bank borrowings denominated in these currencies ranged from 0.40% to 4.87% (2019: 0.37% to 4.95%) per annum.
- (b) Bank borrowings are secured by the following assets, details of which are disclosed in the respective notes to the financial statements:
- (i) mortgages on the borrowing subsidiaries' property, plant and equipment, investment properties, trade and other receivables and shares of certain subsidiaries of the Group; and
 - (ii) assignment of all rights, titles and benefits with respect to the properties mortgaged.
- (c) Lease liabilities relate to the leases of property, plant and equipment (note 4) and investment properties (note 6).

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

(d) The reconciliation of liabilities arising from financing activities were as follows:

Note	At 1/1/2020 \$'M	Financing cashflows* \$'M	Acquisition of subsidiaries \$'M	Non-cash changes				At 31/12/2020 \$'M
				Changes in fair value \$'M	Modification of lease liability \$'M	Foreign exchange movement \$'M	Others \$'M	
Bank borrowings	6,205	197	-	(86)	-	113	4	6,433
Debt securities	1,433	(166)	-	-	-	17	1	1,285
Lease liabilities	495	(56)	265	-	(2)	22	24	748
Net loans from related parties	7,523	194	-	-	-	-	1	7,718
Derivative liabilities	55	-	-	41	-	-	-	96
Derivative assets	(26)	-	-	15	-	-	-	(11)

Note	At 1/1/2019 \$'M	Financing cashflows* \$'M	Adoption of SFRS(I) 16 \$'M	Acquisition of subsidiaries \$'M	Non-cash changes				At 31/12/2019 \$'M
					Disposal of subsidiaries@ fair value \$'M	Changes in fair value \$'M	Foreign exchange movement \$'M	Others \$'M	
Bank borrowings	3,409	772	-	2,105	(78)	(3)	-	6,205	
Debt securities	1,561	(279)	-	144	-	7	-	1,433	
Lease liabilities	-	(60)	487	33	-	16	19	495	
Net loans from related parties	4,748	489	-	2,271	(5)	-	20	7,523	
Derivative liabilities	5	-	-	-	50	-	-	55	
Derivative assets	(11)	-	-	-	(15)	-	-	(26)	

* Cashflows from financing activities presented in the consolidated statement of cash flows include interest expense paid of \$365 million (2019: \$308 million) which are included under accruals, amount due to associates, joint ventures, related parties and non-controlling interests of note 15 - trade and other payables. There are no material non-cash changes associated with interest payables.

@ Includes borrowings of \$10 million (2019: \$10 million) under liabilities held for sale.

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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17 Debt Securities

	2020 \$'M	2019 \$'M
Secured notes and bonds	259	258
Unsecured notes and bonds	1,026	1,175
	<u>1,285</u>	<u>1,433</u>
Repayable:		
Not later than 1 year	22	229
Between 1 and 5 years	1,263	1,141
After 5 years	-	63
After 1 year	1,263	1,204
	<u>1,285</u>	<u>1,433</u>

(a) As at 31 December 2020, the effective interest rates for debt securities ranged from 0.40% to 4.14% (2019: 0.37% to 4.25%) per annum.

(b) Notes and bonds

The Group's notes and bonds are mainly issued by The Ascott Capital Limited, Ascott Residence Trust and CapitaLand Malaysia Mall Trust under their respective issuance programs. These notes and bonds were denominated mainly in Singapore Dollars, Malaysian Ringgit, Japanese Yen and Euro. Save for the secured notes and bonds below, the notes and bonds issued were unsecured.

As at 31 December 2020 and 2019, the secured notes and bonds amounting to \$259 million (2019: \$258 million) were fully secured by deposits pledged and mortgages on the investment properties of the Group. Details on assets pledged are disclosed in the respective notes to the financial statements.

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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18 Other Non-Current Liabilities

	Note	2020 \$'M	2019 \$'M
Amounts due to:			
- non-controlling interests (unsecured):			
- interest free		23	23
- interest bearing		-	1
- related parties:			
Loans (unsecured)			
- interest free		2,912	4,631
- interest bearing	(a)	4,380	2,995
Liability for employee benefits	19	10	12
Derivative financial instruments		90	46
Security deposits and other non-current payables		147	176
Deferred income		14	16
		<u>7,576</u>	<u>7,900</u>

(a) As at 31 December 2020, the effective interest rate for the amounts due to related parties is 0.66% to 2.98% (2019: 0.54% to 3.06%) per annum.

(b) Amounts due to non-controlling interests and related parties are unsecured and not expected to be repaid within the next twelve months.

19 Employee Benefits

	Note	2020 \$'M	2019 \$'M
Liability for short term accumulating compensated absences		10	15
Liability for staff incentive	(a)	31	33
Liability for cash-settled share-based payments		7	9
		<u>48</u>	<u>57</u>
Current	15	38	45
Non-current	18	10	12
		<u>48</u>	<u>57</u>

(a) Staff incentive

This relates to staff incentive which is based on the achievement of the Group's financial performance and payable over a period of time.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Share Plans of the CapitaLand Limited

The Group's employees participate in the share-based incentive plans of the Company's immediate holding company, CapitaLand Limited which comprise the Performance Share Plan and Restricted Share Plan. The Share Plans are administered by CapitaLand Limited's Executive Resource and Compensation Committee (ERCC).

The CapitaLand Performance Share Plan 2010 (PSP 2010) and CapitaLand Restricted Share Plan 2010 (RSP 2010) were approved by the members of the CapitaLand Limited at the Extraordinary General Meeting held on 16 April 2010. The duration of each share plan is 10 years commencing on 16 April 2010. The PSP 2010 and RSP 2010 have expired on 15 April 2020. Awards made prior to expiry are not affected and no further awards were made subsequent to expiry. No new awards were made under PSP 2010 and RSP 2010 during the year.

The CapitaLand Performance Share Plan 2020 (PSP 2020) and CapitaLand Restricted Share Plan 2020 (RSP 2020) were approved by the members of the CapitaLand Limited at the Extraordinary General Meeting held on 12 April 2019. The duration of each share plan is 10 years commencing on 1 April 2020.

The ERCC of CapitaLand Limited has instituted a set of share ownership guidelines for members of senior management who receive shares under the CapitaLand Restricted Share Plans and CapitaLand Performance Share Plans. Under these guidelines, members of senior management are required to retain a portion of the total number of CapitaLand shares received under the aforementioned share-based plans, which will vary according to their respective job grade and salary.

CapitaLand Performance Share Plans

This relates to compensation costs of the CapitaLand Limited's Performance Share Plans reflecting the benefits accruing to the employees over the service period to which the performance criteria relate.

The final number of shares to be released will depend on the achievement of pre-determined targets over a three-year performance period. No share will be released if the threshold targets are not met at the end of the performance period. Conversely, if superior targets are met, more shares than the baseline award could be delivered up to a maximum of 200% of the baseline award could be delivered. The immediate holding company's ERCC has the discretion to adjust the number of shares released taking into consideration other relevant quantitative and qualitative factors.

Recipients can receive fully paid shares, their equivalent cash value or combinations thereof, at no cost.

The fair values of the shares are determined using a Monte Carlo simulation model which projects future share price assuming log normal distribution based on Geometric Brownian Motion Theory at measurement date. The fair values and assumptions are set out below:

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Year of award	2020	2019
<i>Weighted average fair value of shares and assumptions</i>		
Weighted average fair value at measurement date	\$2.11	\$2.74
Expected volatility of CapitaLand Limited 's share price based on 36 months closing share price prior to grant date	22.63%	17.18%
Average volatility of companies in the peer group based on 36 months prior to grant date	29.73%	27.12%
CapitaLand Limited 's share price at grant date	\$2.72	\$3.45
Risk-free interest rate equal to the implied yield on zero-coupon Singapore Government bond with a term equal to the length of vesting period	0.37%	1.65%
CapitaLand Limited's expected dividend yield over the vesting period	1.89% to 3.78%	3.54% to 4.14%
Initial total shareholder return (TSR) performance based on historical TSR performance of the CapitaLand Limited and each company in the peer group	–	13.46%
Average correlation of CapitaLand Limited's TSR with those companies in the peer group	59.96%	50.11%

Restricted Share Plans – Equity-settled/Cash-settled

This relates to compensation costs of the CapitaLand Limited's RSP 2010 and RSP 2020 reflecting the benefits accruing to the employees over the service period to which the performance criteria relate.

The final number of shares to be released will depend on the achievement of pre-determined targets at the end of a one-year performance period. No share will be released if the threshold targets are not met at the end of the performance period. On the other hand, if superior targets are met, more shares than the baseline award could be delivered up to a maximum of 150% of the baseline award. CapitaLand Limited ERCC has the discretion to adjust the number of shares released taking into consideration other relevant quantitative and qualitative factors. The shares will vest over a period of three years. Recipients can receive fully paid shares, their equivalent cash value or combinations thereof, at no cost. Additional number of shares of a total value equal to the value of the accumulated dividends which were declared during each of the vesting periods and deemed forgone due to the vesting mechanism of the Restricted Share Plans, will also be released upon the final vesting.

Cash-settled awards of shares are measured at their current fair values at each balance sheet date.

The fair values of the shares granted to employees are determined using Discounted Cashflow method at the measurement date. The fair values and assumptions are set out below:

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Year of award	2020	2019
<i>Weighted average fair value of shares and assumptions</i>		
Weighted average fair value at measurement date	\$2.60	\$3.26
CapitaLand Limited's share price at grant date	\$2.72	\$3.45
Risk-free interest rate equal to the implied yield on zero-coupon Singapore Government bond with a term equal to the length of vesting period	0.22% to 0.37%	1.64% to 1.72%

20 Share Capital

	2020 No. of shares ('000)	2019 No. of shares ('000)
Issued and fully paid, with no par value		
At 1 January	2,772,200	2,536,027
Add: Issue of new shares	35,423	236,173
At 31 December	<u>2,807,623</u>	<u>2,772,200</u>

The number of shares issued in 2019 relates to the estimated shares issued to effect the acquisition of the Ascendas Business, as described in Note 28, at an estimated issue price of \$2.823 per share.

Except as explained above, the number of shares for the Relevant Period relates to the estimated shares issued to effect the acquisition of interests in common control entities pursuant to the Internal Restructuring on the basis that the transfer had taken effect as of 1 January 2019 or the dates of incorporation of common control entities, or the dates when common control is established, whichever is later.

The Group proposes to, on or after the date of Listing, grant share awards pursuant to the share plans of the Group ("CLI Performance Share Plan 2021") to certain employees of the Group and certain designated CapitaLand Group employees (collectively, "Existing CapitaLand PSP Award Holders") in replacement of awards previously granted to them pursuant to the CapitaLand Performance Share Plan 2010 and the CapitaLand Performance Share Plan 2020 ("PSP Share Awards", and the proposal, the "Replacement Awards Proposal").

The Existing CapitaLand PSP Award Holders hold 9,324,048 PSP Share Awards. Based on the maximum multipliers of 2.0x, these PSP Share Awards would have vested into approximately 18,648,096 CL shares. Pursuant to the Replacement Awards Proposal, the PSP Share Awards will not vest into CL Shares. Instead, these PSP Share Awards will be converted into share awards of the Group comprising 27,096,878 shares of the Group (representing approximately 0.52% of the assumed total number of shares issued by the Group 31 December 2020, upon the completion of the Scheme). The above has not been included in these combined financial statements of the Group as it has not occurred.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Capital management

The Group's policy is to build a strong capital base so as to sustain future development of the business. As the Group is part of a larger Group, the Group's sources of additional capital and policies for distribution of excess capital may also be affected by the larger group's capital management objectives.

The Group defines "capital" as including all components of equity plus any loans from its immediate holding company or its related company with no fixed terms of repayment. Trading balances that arise as a result of trading transactions with other group companies are not regarded by the Group as capital.

The Group's capital structure is regularly reviewed and managed with due regard to the capital management practices of the group to which the company belongs. Adjustments are made to the capital structure in light of changes in economic conditions, regulatory requirements and business strategies affecting the company or the group.

The Group monitors the return on capital, which the Group defines as total shareholders' equity, excluding non-controlling interests, perpetual securities and the level of dividends to ordinary shareholders.

The Group monitors its capital using a net debt-to-equity ratio, which is defined as net borrowings divided by total equity (including non-controlling interests and perpetual securities).

	2020	2019
	\$'M	\$'M
Borrowings and debt securities	8,466	8,133
Cash and cash equivalents	(1,736)	(1,421)
Net debt	<u>6,730</u>	<u>6,712</u>
Total equity	<u>15,734</u>	<u>16,576</u>
Net debt-to-equity ratio	<u>0.43</u>	<u>0.40</u>

The Group's subsidiaries in The People's Republic of China (PRC) and India are subject to foreign exchange rules and regulations promulgated by the PRC and India government which may impact how the Group manages capital. In addition, five of the Group's subsidiaries (2019: six) are required to maintain certain minimum base capital and financial resources, or shareholders' funds as they are holders of Capital Markets Services licenses registered with the Monetary Authority of Singapore or the Securities Commission Malaysia to conduct the regulated activity of Real Estate Investment Trust management. In addition, the consolidated REITs are subject to the aggregate leverage limit as defined in the Property Funds Appendix of the Code of Investment Scheme. These subsidiaries have complied with the applicable capital requirements throughout the Relevant Periods.

There were no changes in the Group's approach to capital management during the Relevant Periods.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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21 Other Reserves

	2020	2019
	\$'M	\$'M
Capital and other reserves	(4,756)	(4,792)
Hedging reserve	(110)	(77)
Fair value reserve	52	82
Asset revaluation reserve	6	6
Foreign currency translation reserve	(159)	(636)
	<u>(4,967)</u>	<u>(5,417)</u>

The capital and other reserves comprises mainly the reserves set aside by certain subsidiaries in compliance with the relevant regulations in the People's Republic of China, reserve relating to the cumulative value of employee services received for shares under share plan of Capitaland Limited, share of associates' and joint ventures' capital reserve and reserves on consolidation amounting to (\$5,590 million) (2019: (\$5,617 million)) which relates to the net assets of entities under common control that were transferred as part of the Internal Restructuring.

The hedging reserve comprises the effective portion of the cumulative net change in the fair value of hedging instruments related to hedge transactions that have not yet affected profit or loss.

The fair value reserve comprises the cumulative net change in the fair value of equity investments designated at FVOCI.

The asset revaluation reserve comprises the revaluation gain of a plant, property and equipment which was reclassified to investment properties.

The foreign currency translation reserve comprises foreign exchange differences arising from the translation of the financial statements of foreign entities, effective portion of the hedging instrument which is used to hedge against the Group's net investment in foreign currencies as well as from the translation of foreign currency loans used to hedge or form part of the Group's net investments in foreign entities. The Group's foreign currency translation reserve arises mainly from Chinese Renminbi, Indian Rupee and Malaysian Ringgit.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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22 Perpetual Securities

The Group's perpetual securities comprise perpetual securities and perpetual notes issued by its subsidiary, ART ("Issuer"). The perpetual securities comprise:

Perpetual securities or notes	Issue date	Principal amount \$
ART		
- Fixed rate perpetual securities with an initial distribution rate of 4.68% per annum	30 June 2015	250,000,000
- Fixed rate perpetual securities with an initial distribution rate of 3.88% per annum	4 September 2019	150,000,000

On 4 September 2019, ART issued \$150 million of fixed rate perpetual securities with an initial distribution rate of 3.88% per annum, with the first distribution rate reset falling on 4 September 2024 and subsequent resets occurring every five years thereafter. The proceeds were used to redeem the \$150 million perpetual securities with its first call date on 27 October 2019.

The perpetual securities have no fixed redemption date and redemption is at the option of the ART in accordance with the terms of issue of the securities. The distribution will be payable semi-annually at the discretion of the ART and will be non-cumulative. These perpetual securities rank *pari passu* with the holders of preferred units (if any) and rank ahead of the stapled security holders of the ART, but junior to the claims of all other present and future creditors of the ART.

As the perpetual securities have no fixed maturity date and the payment of distributions is at the discretion of the Issuer, the Issuer is considered to have no contractual obligations to repay the principal or to pay any distributions, and the perpetual securities do not meet the definition for classification as a financial liability under SFRS(I) 1-32 *Financial Instruments: Disclosure and Presentation*, they are presented within equity, and distributions are treated as dividends.

NOTES TO THE COMBINED FINANCIAL STATEMENTS
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23 Other Comprehensive Income

	Before tax \$'M	2020 Tax expense \$'M	Net of tax \$'M	Before tax \$'M	2019 Tax expense \$'M	Net of tax \$'M
Exchange differences arising from translation of foreign operations and foreign currency loans, forming part of net investment in foreign operations	189	-	189	(72)	-	(72)
Recognition of foreign exchange differences on disposal or liquidation of foreign operations in profit or loss	(1)	-	(1)	5	-	5
Change in fair value of equity investments at fair value through other comprehensive income	(30)	-	(30)	67	-	67
Effective portion of change in fair value of cash flow hedges	(24)	-	(24)	(43)	-	(43)
Recognition of hedging reserve in profit or loss	2	-	2	4	-	4
Share of other comprehensive income of associates and joint ventures	330	-	330	(143)	-	(143)
	<u>466</u>	<u>-</u>	<u>466</u>	<u>(182)</u>	<u>-</u>	<u>(182)</u>

24 Revenue

Revenue of the Group is analysed as follows:

	2020 \$'M	2019 \$'M
Revenue from contract with customers – fee-based revenue	668	629
Rental of investment properties:		
- Retail, office, business park, industrial and logistics rental and related income	595	565
- Lodging properties rental and related income	710	1,282
Others	10	12
	<u>1,983</u>	<u>2,488</u>

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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(a) Disaggregation of revenue from contracts with customers:

	Fee income \$'M
2020	
Primary segment	
Fee income-related business	625
Corporate and others	43
	<u>668</u>
Secondary segment	
Singapore	308
China ¹	233
Other developed markets	50
Other emerging markets	77
	<u>668</u>
¹ Includes Hong Kong	
Timing of revenue recognition	
Products and services transferred over time	<u>668</u>
	<u>668</u>

	Development properties for sale \$'M	Fee income \$'M	Total \$'M
2019			
Primary segment			
Fee income-related business	–	594	594
Real estate investments	5	–	5
Corporate and others	–	30	30
	<u>5</u>	<u>624</u>	<u>629</u>
Secondary segment			
Singapore	–	272	272
China ¹	5	242	247
Other developed markets	–	30	30
Other emerging markets	–	80	80
	<u>5</u>	<u>624</u>	<u>629</u>

¹ Includes Hong Kong

Timing of revenue recognition			
Product transferred at a point in time	5	–	5
Products and services transferred over time	–	624	624
	<u>5</u>	<u>624</u>	<u>629</u>

NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019

25 (Loss)/Profit Before Tax

(Loss)/Profit before tax includes the following:

	Note	2020 \$'M	2019 \$'M
(a) Other operating income			
Interest income from:			
- deposits		11	13
- related parties		18	23
- associates and joint ventures		8	4
- investee companies and others		3	2
		40	42
Dividend income		10	6
Foreign exchange gain		32	–
Mark-to-market gain on financial assets designated as fair value through profit or loss		–	10
Net fair value gains from investment properties and assets held for sale		–	549
Gain from change of ownership interests in subsidiaries and associates		109	59
Gain on disposal of investment properties		41	*
Income from pre-termination of contracts		17	4
Forfeiture of security deposits		8	2
Government grants	(i)	65	–
Others	(ii)	42	30
		364	702

* Less than \$1 million

- (i) The grants relate to the Job Support Scheme or equivalents in Singapore, Australia and Europe.
- (ii) Included an amount of \$1 million (2019: Nil) recognised during 2020 relating to the changes in lease payments arising from rent concessions to which the Group has applied practical expedient under COVID-19-Related Rent Concessions – Amendment to SFRS(I) 16 (see note 3.14(i)).

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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	Note	2020 \$'M	2019 \$'M
(b) Staff costs			
Wages and salaries		485	491
Contributions to defined contribution plans		46	55
Share-based expenses:			
- equity-settled		16	23
- cash-settled		2	6
(Decrease)/Increase in liability for short term accumulating compensated absences		(1)	1
Staff benefits, training/ development costs and others		47	61
		<u>595</u>	<u>637</u>
Less:			
Staff costs capitalised in development properties for sale	11(e)	(1)	–
		<u>594</u>	<u>637</u>
Recognised in:			
Cost of sales	(c)(i)	484	513
Administrative expenses	(c)(ii)	110	124
		<u>594</u>	<u>637</u>

(c)(i) Cost of sales include:

Costs of development properties for sale		–	(4)
Foreseeable losses on development properties for sale	11(f)	17	–
Operating expenses of investment properties that generated rental income		490	539
Lease expenses (short-term lease)		167	246
Lease expenses (variable lease payments not included in the measurement of lease liabilities)		1	10
Staff costs	(b)	<u>484</u>	<u>513</u>

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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	Note	2020 \$'M	2019 \$'M
(c)(ii) Administrative expenses include:			
Allowance for impairment loss on trade receivables		18	2
Amortisation of intangible assets	5	23	18
Auditors' remuneration:			
- auditors of the Company		2	2
- other auditors		5	5
Non-audit fees:			
- auditors of the Company		*	*
- other auditors		1	1
Depreciation of property, plant and equipment	4	78	67
Depreciation of right-of-use assets	4	48	28
Staff costs	(b)	110	124

(c)(iii) Other operating expenses include:

Allowance for impairment loss on non-trade receivables		9	6
Foreign exchange loss		-	23
Allowance for impairment loss on investment in joint ventures	8(a)(ii)	-	10
Loss from change of ownership interests in joint venture		10	-
Impairment of property, plant and equipment		27	6
Loss on disposal and write off of property, plant and equipment		*	2
Impairment of intangible assets	5	153	5
Mark-to-market loss on financial assets designated as fair value through profit or loss		13	-
Net fair value loss from investment properties	(i)	698	-
Grant expenses		3	-

* *Less than \$1 million*

- (i) The COVID-19 pandemic dampened the economic and operating environment in many countries, and negatively impacted the Group's investment portfolio's performance, particularly the Group's malls, office and lodging properties. As such, the appraised value of the Group's investment properties registered a decline of \$698 million for the year ended 31 December 2020.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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	Note	2020 \$'M	2019 \$'M
(d) Finance costs			
Interest costs paid and payable:			
- on bank loans and overdrafts		154	139
- on debt securities		33	40
- to non-controlling interests		*	2
- related parties		142	124
Lease liabilities		23	16
Others		30	15
Total finance costs		382	336
Less:			
Borrowing costs capitalised in investment properties	6(e)	(5)	(9)
		<u>377</u>	<u>327</u>

26 Tax Expense

	2020 \$'M	2019 \$'M
Current tax expense		
- Based on current year's results	126	156
- Over provision in respect of prior years	(9)	(14)
- Group relief	(4)	-
	113	142
Deferred tax expense		
- Origination and reversal of temporary differences	(100)	99
- Over provision in respect of prior years	1	12
	(99)	111
Land appreciation tax		
- Under provision in respect of prior years	49	-
Withholding tax		
- Current year	46	20
- Under provision in respect of prior years	5	-
	51	20
	<u>114</u>	<u>273</u>

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Reconciliation of effective tax rate

	2020	2019
	\$'M	\$'M
(Loss)/Profit before tax	(559)	2,021
Less: Share of results of associates and joint ventures	(25)	965
(Loss)/Profit before share of results of associates and joint ventures and tax	<u>(534)</u>	<u>1,056</u>
Income tax using Singapore tax rate of 17% (2019: 17%)	(91)	180
Adjustments:		
Expenses not deductible for tax purposes	323	130
Income not subject to tax	(187)	(168)
Effect of unrecognised tax losses and other deductible temporary differences	40	27
Effect of different tax rates in foreign jurisdictions	(96)	56
Effect of taxable distributions from REITs	52	40
Land appreciation tax	49	-
Effect of tax reduction on land appreciation tax	(12)	-
Withholding taxes	46	20
Overprovision in respect of prior years	(3)	(2)
Group relief	(4)	-
Others	(3)	(10)
	<u>114</u>	<u>273</u>

In June 2021, the Group's subsidiary, CMMT Investments Limited, was notified by the Inland Revenue Board of Malaysia (the "Tax Authority") that it had completed a tax audit review on one of the subsidiaries, and has found that certain claims in respect of certain interest payments made to the subsidiary's holding company outside of the relevant jurisdiction for the years of assessment 2011 to 2018 are subject to withholding tax and not permitted tax deductions and that accordingly, the subsidiary is assessed to pay additional taxes and penalties amounting approximately \$40 million in total (the "Tax Claim"). In this regard, the Tax Authority has issued notices of additional assessment for the Tax Claim. Malaysian law provides taxpayers the right of appeal against such assessments issued by the Tax Authority.

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The Group has obtained a legal opinion from the tax and legal advisers in the relevant jurisdiction, that (a) the subsidiary should fall within an exemption order under the relevant taxation law applicable to the subsidiary, which would exempt the subsidiary from paying any withholding tax for the said years of assessment and that, accordingly, the subsidiary should not be denied a deduction on the interest expense incurred; and (b) as the income tax legislation in the relevant jurisdiction provides that the Tax Authority may make an assessment or additional assessment only within the preceding five years, any assessment with respect to the years of assessment 2015 and prior years would be time-barred. The subsidiary has filed an application for a judicial review and a stay order with respect to the Tax Claim. The application for the judicial review is to seek, on the basis of the foregoing, to challenge and set aside the position by the Tax Authority that the Tax Claim is payable. In the event that the stay order is granted, the subsidiary will not be required to make any payment for the Tax Claim pending a hearing and a decision by the relevant court. No provision has been made in the combined financial statements for the Tax Claim due to the underlying uncertainties.

27 Earnings Per Share

Basic and diluted earnings per share are based on:

	2020	2019
	\$'M	\$'M
Net (loss)/profit attributable to owners of the Company	(559)	1,444
	2020	2019
	No. of shares	No. of shares
	('000)	('000)
Weighted average number of ordinary shares at 31 December	2,807,623	2,654,113

For purposes of preparing the combined financial statements, the weighted average number of shares as at 31 December 2019 and 2020 includes the estimated shares issued to effect the acquisition of interests in common control entities pursuant to the Internal Restructuring and applying the estimated conversion price of \$2.823 per share on the basis that the transfer had taken effect as of 1 January 2019 or the respective dates of incorporation, of common control entities, where later.

There were no potential dilutive ordinary shares in existence for the years ended 31 December 2019 and 2020.

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**28 Acquisition/Disposal of Subsidiaries, Net of Cash Acquired/
Disposed of**

(a) Acquisition of subsidiaries

The list of significant subsidiaries acquired during 2020 is as follows:

Name of subsidiary	Date acquired	Effective interest
Lux Arlington Sarl	February 2020	100%
QSA Group Pty Ltd (“QSA Group”)	July 2020	80%

The list of significant subsidiaries acquired during 2019 is as follows:

Name of subsidiary	Date acquired	Effective interest
ACCF3 Holding Pte. Ltd.#	June 2019	100%
Ascendas Land International (Investments) Pte. Ltd. #	June 2019	100%
Ascendas (China) Pte. Ltd.#	June 2019	100%
Ascendas (Tuas) Pte. Ltd.#	June 2019	100%
Ascendas Fusion 5 Holding Pte. Ltd.#	June 2019	100%
Ascendas Hospitality Trust#	June 2019	28%
Ascendas India Development VII Pte Ltd#	June 2019	100%
Ascendas India Fund Holdings Pte. Ltd.#	June 2019	100%
Ascendas India Logistics Holdings Pte. Ltd.#	June 2019	100%
Ascendas Investment Pte Ltd#	June 2019	100%
Ascendas Jongro Pte. Ltd.#	June 2019	100%
Ascendas Korea Pte. Ltd.#	June 2019	100%
Ascendas Services Pte. Ltd.#	June 2019	100%
Southernwood Holding Pte. Ltd.#	June 2019	100%
Shanghai Jingyi Industrial Co., Ltd.	July 2019	100%
Shanghai Rungong Industrial Co., Ltd.	July 2019	100%
Shanghai Runrong Industrial Co., Ltd.	July 2019	100%

The above subsidiaries are collectively known as “Ascendas Business”.

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(b) Effects of acquisitions

The cash flows and net assets of subsidiaries acquired are provided below:

	Note	2020 \$'M	2019 \$'M
The Group			
Property, plant and equipment	4	1	609
Right-of-use assets	4	233	3
Intangible assets	5	60	314
Investment properties	6	223	4,568
Associates		-	1,226
Joint ventures		-	265
Other non-current assets		1	260
Development properties for sale and stocks		-	24
Trade and other receivables		22	628
Other current assets		-	25
Cash and cash equivalents		9	196
Trade and other payables		(29)	(1,323)
Current tax payable		-	(52)
Borrowings and debt securities		(265)	(2,282)
Deferred tax liabilities		(11)	(187)
Other non-current liabilities		-	(994)
Non-controlling interests		(3)	(886)
		<hr/>	<hr/>
		241	2,394
Amounts previously accounted for as joint venture, remeasured at fair value		(161)	-
		<hr/>	<hr/>
Net assets acquired		80	2,394
Goodwill arising from acquisition	5	149*	50
Realisation of reserves previously accounted for as a joint venture		(6)	-
		<hr/>	<hr/>
Total purchase consideration		223	2,444
Settlement by way of intercompany loans from Capitaland Group		-	(2,040)
Cash of subsidiaries acquired		(9)	(196)
		<hr/>	<hr/>
Cash outflow on acquisition of subsidiaries		213	208
		<hr/> <hr/>	<hr/> <hr/>

* Goodwill is attributable to the acquisition of QSA Group

Acquisition-related costs

Acquisition-related costs relating to stamp duties and legal, due diligence and financial advisory service fees were paid for by the immediate holding company.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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c) Disposal of subsidiaries

The list of significant subsidiaries disposed during 2020 is as follows:

Name of subsidiary	Date disposed	Effective interest disposed
Ascendas Korea Office Private Real Estate Investment Trust 5	August 2020	99%
Guangzhou Hai Yi Real Estate Development Co. Ltd	December 2020	40.6%

The disposed subsidiaries contributed net profit of \$2 million from 1 January 2020 to the date of disposal.

The list of significant subsidiaries disposed during 2019 is as follows:

Name of subsidiary	Date disposed	Effective interest disposed
Citadines Ming Zhu (Chongqing) Property Co., Ltd	August 2019	100%
CapitaMalls Hunan Commercial Property Co., Ltd	September 2019	100%
MAC Property Company B.V. and MAC Car Park Company B.V.	September 2019	94.9%
Excel Chinese International Limited	November 2019	100%

The disposed subsidiaries contributed net profit of \$46 million from 1 January 2019 to the date of disposal.

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(d) Effects of disposals

The cash flows and net assets of subsidiaries disposed are provided below:

	Note	2020 \$'M	2019 \$'M
Property, plant and equipment		1	4
Investment properties	6	245	684
Other current assets		13	12
Cash and cash equivalents		11	24
Trade and other payables		(7)	(29)
Other current liabilities		(2)	-
Borrowings		(96)	(68)
Other non-current liabilities		(4)	(38)
Non-controlling interests		-	(54)
Equity interest retained as other investments		-	(9)
Net assets disposed		161	526
Realisation of reserves		3	5
Gain on disposal of subsidiaries		70	50
Sale consideration		234	581
Deferred proceeds and other adjustments		(31)	8
Deposits received in prior year		-	(11)
Payment received for prior year disposals		-	17
Cash of subsidiaries disposed		(11)	(24)
Cash inflow on disposal of subsidiaries		192	571

29 Business Combinations

The Group acquires subsidiaries/entities that own real estate which are not under common control. At the time of acquisition, the Group considers whether each acquisition represents the acquisition of a business or the acquisition of an asset. The Group accounts for an acquisition as a business combination where an integrated set of activities is acquired in addition to the property. Typically, the Group assesses the acquisition as a purchase of business when the strategic management function and the associated processes were purchased along with the underlying properties.

2020

In 2020, the Group had the following significant business combination involving entities not under common control:

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Acquisition of QSA Group Pty Ltd

With effect from July 2020, the Group consolidated QSA Group Pty Ltd (QSA). The Group has assessed that it has control over QSA following a change in board composition, amongst other changes, as stipulated in the shareholder agreement. Prior to July 2020, the Group equity accounted for QSA as a joint venture as the partner has joint control over the key activities of QSA. QSA is primarily in the business of establishing and franchising serviced apartments through the Quest brand in the Australian domestic market.

The consolidation of QSA resulted in an increase of \$33 million in revenue but no change in profit attributable to owners as there is no change in the ownership interest of the Group in QSA, from the date of acquisition to 31 December 2020. If the acquisition had occurred on 1 January 2020, management estimated that the contribution from QSA in terms of revenue would have been \$63 million with no change in profit attributable to owners.

The change in control is accounted for using the acquisition method, and the Group's previously held equity interest is re-measured to fair value and a loss of \$11 million on deemed disposal was recognised in profit or loss. The fair value of the joint venture was based on external valuation of QSA at the date of acquisition. Goodwill of \$149 million was attributed to the franchise business acquired, which was recognised as a result of the difference between the fair value of the Group's interest in QSA and the fair value of the assets acquired and liabilities assumed.

	2020
	\$'M
Property, plant and equipment	1
Right-of-use assets	233
Intangible assets	60
Other non-current assets	1
Other current assets	22
Cash and cash equivalents	9
Current liabilities	(29)
Borrowings	(265)
Deferred tax liabilities	(11)
Non-controlling interests	(3)
Total identifiable net assets	<u>18</u>
Less: amount previously accounted for as joint venture, remeasured at fair value	<u>(161)</u>
Net identifiable assets acquired	(143)
Goodwill on acquisition	149
Realisation of reserves previously accounted for as a joint venture	<u>(6)</u>
Total purchase consideration	-
Less: cash and cash equivalents in subsidiary acquired	<u>(9)</u>
Net cash inflow on acquisition	<u><u>(9)</u></u>

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Measurement of fair value

The valuation techniques used for measuring the fair value of the material assets acquired and liabilities assumed were as follows:

Assets acquired and liabilities assumed	Valuation technique
Right-of-use assets, Lease liabilities (classified as borrowings)	Right-of-use assets and lease liabilities (classified as borrowings) mainly relate to lease arrangements in QSA's franchise business and the fair values were determined based on the present value of future rental payments.

The non-controlling interests were measured based on their proportionate interest in the recognised amounts of the assets and liabilities (excluding goodwill) of the acquiree.

2019

In 2019, the Group had the following significant business combination involving entities not under common control:

Acquisition of Ascendas Business

On 28 June 2019, CapitaLand Group acquired 100% of the shares and voting interests in Ascendas Pte Ltd and Singbridge Pte Ltd from CLA Real Estate Holdings Pte Ltd (formerly known as Ascendas-Singbridge Pte Ltd), a related party, at a purchase consideration of \$6,036 million. For the purpose of the combined financial statements, it is deemed that entities in the Ascendas Business (Note 28) were acquired by CLI Group on 28 June 2019.

The Ascendas Business comprised the funds and property management capabilities across 11 countries including Singapore, China, India and Australia as well as investments in A-REIT, Ascendas India Trust (A-ITRUST) and A-HTRUST.

The acquisition of Ascendas Business allows the Group to be a leading real estate investment manager (REIM) with strong Asia foothold and domain knowledge across asset classes and geographies and achieve the following benefits:

- i) Following the acquisition of Ascendas Business, the Group will become one of the top three largest listed REIMs globally.
- ii) It has a well-established track record of diversifying and growing its funds under management (FUM) base. Along with the growing FUM, it has consistently demonstrated growth of fee income and margins from REITs and fund management and has remained disciplined in capital recycling, continually exceeding its annual target in the last three years. The Ascendas Business also possesses a good track record in raising third-party capital.

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From the date of acquisition to 31 December 2019, the Ascendas Business contributed revenue of \$383 million and net profit of \$219 million to the Group's results. If the acquisition had occurred on 1 January 2019, management estimates that the contribution to the Group's revenue and net profits from the Ascendas Business would have been \$526 million and \$272 million respectively. In determining this amount, management has assumed that the fair value adjustments that arose on the date of acquisition would have been the same if the acquisition had occurred on 1 January 2019.

Details of the consideration paid, the assets acquired and liabilities assumed, the non-controlling interest recognised and the effects on the cash flows of the Group, at the acquisition date, are as follows:

Purchase consideration

The consideration for the acquisition was \$2,040 million and was settled by intercompany loans from Capitaland Group.

The Group has performed purchase price allocation exercise (PPA) for the Ascendas Business. Based on the PPA, part of the consideration paid for the assets acquired and liabilities assumed have been identified and allocated to property, plant and equipment, investment properties, management contracts, development properties for sale, associates, joint ventures and deferred tax liabilities. Goodwill of \$50 million, attributed to the fund management business acquired, was recognised as a result of the difference between consideration transferred and fair value of the assets acquired and liabilities assumed.

The identifiable assets acquired, liabilities assumed and effect of cash flows are presented as follows:

	2019 \$'M
Property, plant and equipment	609
Right-of-use assets	3
Intangible assets	314
Investment properties	3,948
Associates	1,226
Joint ventures	265
Other non-current assets	260
Development properties for sale and stocks	24
Trade and other receivables	627
Other current assets	25
Cash and cash equivalents	190
Trade and other payables	(1,295)
Current tax payable	(52)
Borrowings and debt securities	(2,087)
Deferred tax liabilities	(187)
Other non-current liabilities	(994)
Non-controlling interests	(886)
Net assets acquired	<hr/> 1,990

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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	2019
	\$'M
Goodwill arising from acquisition	50
Total purchase consideration	2,040
Settlement by way of intercompany loans from Capitaland Group	<u>(2,040)</u>

Acquisition-related costs

Acquisition-related costs relating to stamp duties and legal, due diligence and financial advisory service fees were borne by the immediate holding company and not recharged to the Company.

Measurement of fair value

The valuation techniques used for measuring the fair value of the material assets acquired and liabilities assumed were as follows:

Assets acquired and liabilities assumed	Valuation technique
Property, Plant and equipment (PPE)	PPE mainly consist of hospitality properties held by A-HTRUST. These properties are valued by independent valuers using discounted cashflow approach and capitalisation approach.
Intangible assets	Intangible assets mainly consist of asset management contracts for the relevant REITs for which independent valuations are undertaken using the multi-period excess earnings method. The multi-period excess earnings method considers the present value of net cash flows expected to be generated by the customer relationships, by excluding any cash flows related to contributory assets.

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Assets acquired and liabilities assumed	Valuation technique
Investment properties	<p>Independent valuations are conducted for significant properties under development using the following methods:</p> <ul style="list-style-type: none"> • Direct comparison approach • Residual value approach • Discounted cashflow approach • Capitalisation approach <p>For operational investment properties, the fair values were determined to approximate the carrying amounts. This is supported by independent valuers' certification confirming that there were no material changes in fair values between March 2019, where last full valuations were carried out, and the date of acquisition.</p>
Investments in associates and joint ventures	<p>Investments in associates and joint ventures included two listed REIT and business trust, A-REIT and A-ITRUST, whose valuations are based on share price.</p> <p>The fair values of investment in non-listed associates and jointed ventures approximate the fair value of the properties held by these entities, supported by independent valuations for significant properties under development and development properties for sale using income approach and direct comparison approach.</p>
Investments in associates and joint ventures	<p>For operational investment properties, the fair values were determined to approximate the carrying amounts. This is supported by independent valuers' certification confirming that there were no material changes in fair values between March 2019, where last full valuations were carried out, and the date of acquisition.</p>

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Assets acquired and liabilities assumed	Valuation technique
Other current assets and liabilities	<p>Other current assets and liabilities include trade and other receivables, cash and cash equivalents, trade and other payables, other current liabilities and short-term borrowings.</p> <p>The fair values of these assets and liabilities are determined to approximate the carrying amounts since they are short term in nature.</p>
Long-term borrowings	<p>Long-term borrowings consist of floating rate loans and fixed rate medium term notes and bank loans.</p> <p>The carrying amount of floating rate loans are determined to approximate the fair values as floating rate instruments are re-priced to market interest rates on or near balance sheet dates.</p> <p>The fair values of fixed rate medium term notes and bank loans are estimated by discounting expected future cash flows at market incremental lending rate for similar types of borrowing arrangements as at balance sheet date.</p>

30 Fair Value of Assets and Liabilities

(a) Determination of fair value

The valuation methods and assumptions below are used to estimate the fair values of the Group's significant classes of assets and liabilities. Given the uncertainty of the extent of COVID-19, changes to the estimates and outcomes that have been applied in the valuation of the Group's assets and liabilities may arise in the future.

(i) Derivatives

Forward currency contracts, cross currency swap contracts and interest rate swap contracts are valued using valuation techniques with market observable inputs. The most frequently applied valuation techniques include forward pricing and swap models, using present valuation calculations. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rate, interest rate curves and forward rate curves.

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(ii) Non-derivative financial liabilities

Fair value, which is determined for disclosure purposes, is calculated based on the present value of future principal and interest cash flows, discounted using the market rate of interest at the reporting date.

Fair value of quoted debt securities is determined based on quoted market prices.

(iii) Other financial assets and liabilities

The fair value of quoted securities is their quoted bid price at the balance sheet date. The carrying amounts of financial assets and liabilities with a maturity of less than one year (including trade and other receivables, cash and cash equivalents and trade and other payables) are assumed to approximate their fair values because of the short period to maturity. All other financial assets and liabilities are discounted to determine their fair values.

Where other valuation techniques, such as discounted cash flow or net asset techniques are used, estimated future cash flows are based on management's best estimates and the discount rate is a market-related rate for a similar instrument in the balance sheet.

(iv) Investment properties

The Group's investment property portfolio is mostly valued by external and independent valuation companies on an annual basis. Independent valuation is also carried out on occurrence of acquisition and on completion of construction of investment property. The fair values are based on open market values, being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction wherein the parties had each acted knowledgeably and without compulsion. The valuers have considered valuation techniques, mainly including capitalisation approach, discounted cash flows and residual method in arriving at the open market value as at the balance sheet date. In determining the fair value, the valuers have used valuation techniques which involve certain estimates. The key assumptions used to determine the fair value of investment properties include market-corroborated capitalisation rate, terminal yield rate and discount rate.

Investment property under development is valued using the residual method by estimating the fair value of the completed investment property and then deducting from that amount the estimated costs to complete the construction and a reasonable profit margin on construction and development. The estimated cost to complete is determined based on the construction cost per square metre in the pertinent area.

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(v) Assets held for sale

The fair value of the Group's investment properties held for sale is either valued by an independent valuer or based on agreed contractual selling price on a willing buyer willing seller basis. For investment properties held for sale valued by an independent valuer, the valuer has considered the discounted cash flow and income capitalisation approaches in arriving at the open market value as at the balance sheet date. In determining the fair value, the valuer used valuation techniques which involve certain estimates. The key assumptions used to determine the fair value of investment properties held for sale include market-corroborated capitalisation rate.

(vi) Share-based payment transactions

The fair values of employee performance share plan and restricted share plan are measured using valuation methodology described in note 19. Measurement inputs include the share price at grant date, expected volatility (based on an evaluation of the historical volatility of the Group's and peer group's share price), expected correlation of the Group's return with those of peer group, expected dividends and the risk-free interest rate (based on government bonds). Service and non-market performance conditions attached to the transactions are not taken into account in determining the fair values.

(b) Fair value hierarchy

The Group categorises fair value measurements using a fair value hierarchy that is dependent on the valuation inputs used. The different levels have been defined as follows.

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices).

Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

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(c) Accounting classification and fair values

The table does not include fair value information of financial assets and liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

		Carrying amount ----->			Fair value ----->				
	Fair value - hedging instruments \$'M	FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Total \$'M	Level 1 \$'M	Level 2 \$'M	Level 3 \$'M	Total \$'M
31 December 2020									
Financial assets measured at fair value									
Equity investments at FVOCI	-	64	-	-	64	64	-	-	64
Equity investments at FVTPL	-	-	332	-	332	3	-	329	332
Derivative financial assets:									
- Forward foreign exchange contracts and cross currency swaps	6	-	-	-	6	-	6	-	6
- Cross currency swaps	5	-	-	-	5	-	5	-	5
	11	64	332	-	407				
Financial assets not measured at fair value									
Other non-current assets	-	-	-	365	365				
Loans due from associates	-	-	-	2	2				
Loans due from joint ventures	-	-	-	457	457				
Trade and other receivables	-	-	-	4,209	4,209				
Cash and cash equivalents	-	-	-	1,736	1,736				
	-	-	-	6,769	6,769				

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	Fair value - hedging instruments \$'M	Carrying amount			Fairvalue			
		FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Level 1 \$'M	Level 2 \$'M	Level 3 \$'M	Total \$'M
31 December 2020								
Financial liabilities measured at fair value								
Derivative financial instruments:								
- Interest rate swaps, forward foreign exchange contracts and cross currency swaps	15	(6)	-	-	-	(6)	-	(6)
- Interest rate swaps and cross currency swaps	18	(90)	-	-	-	(90)	-	(90)
		(96)	-	-	-	(96)	-	(96)
Financial liabilities not measured at fair value								
Other non-current liabilities#							(7,451)	(7,451)
Bank borrowings^	16	-	-	(7,462)	-	-	(6,446)	(6,446)
Debt securities	17	-	-	(6,433)	-	-	(1,285)	(1,285)
Trade and other payables#		-	-	(1,285)	-	-	(5,277)	(5,277)
		-	-	(5,277)	-	-	(20,457)	(20,457)

Excludes liability for employee benefits, derivative liabilities and deferred income.

^ Excludes lease liability.

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	Note	Fair value -			Carrying amount			Fair value			
		Fair value - hedging instruments \$'M	FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Total \$'M	Level 1 \$'M	Level 2 \$'M	Level 3 \$'M	Total \$'M	
31 December 2019											
Financial assets measured at fair value											
Equity investments at FVOCI	10(a)	-	84	-	-	84	84	-	-	84	
Equity investments at FVTPL	10(a)	-	-	338	-	338	4	-	334	338	
Derivative financial assets:											
- Forward foreign exchange contracts and cross currency swaps	10(b)	8	-	-	-	8	-	8	-	8	
- Interest rate swaps, forward foreign exchange contracts and cross currency swaps	10(a)	18	-	-	-	18	-	18	-	18	
		26	84	338	-	448					
Financial assets not measured at fair value											
Other non-current assets		-	-	-	357	357					
Loans due from associates	7(a)	-	-	-	94	94					
Loans due from joint ventures	8(a)	-	-	-	552	552					
Trade and other receivables	12	-	-	-	4,247	4,247					
Cash and cash equivalents	14	-	-	-	1,421	1,421					
		-	-	-	6,671	6,671					

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	Note	Fair value -		Carrying amount		Fair value			
		hedging instruments \$'M	FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Level 1 \$'M	Level 2 \$'M	Level 3 \$'M	Total \$'M
31 December 2019									
Financial liabilities measured at fair value									
Derivative financial instruments:									
- Interest rate swaps and forward foreign exchange contracts	15	(9)	-	-	-	-	(9)	-	(9)
- Interest rate swaps, forward foreign exchange contracts and cross currency swaps	18	(46)	-	-	-	-	(46)	-	(46)
		(55)	-	-	-	-	(55)	-	(55)
Financial liabilities not measured at fair value									
Other non-current liabilities#		-	-	-	(7,826)	-	-	(7,819)	(7,819)
Bank borrowings^	16	-	-	-	(6,205)	-	(6,205)	-	(6,205)
Debt securities	17	-	-	-	(1,433)	-	(1,433)	-	(1,433)
Trade and other payables#		-	-	-	(5,047)	-	(5,047)	-	(5,047)
		-	-	-	(20,511)	-	(20,511)	-	(20,511)

Excludes liability for employee benefits, derivative liabilities and deferred income.

^ Excludes lease liability.

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The following table shows the carrying amounts and fair values of significant non-financial assets, including their levels in the fair value hierarchy.

	Note	Fair value Level 3 \$'M
31 December 2020		
Non-financial assets measured at fair value		
Investment properties	6	15,852
Assets held for sale – investment properties	13	32
		<u>15,884</u>
31 December 2019		
Non-financial assets measured at fair value		
Investment properties	6	16,256
Assets held for sale – investment properties	13	247
		<u>16,503</u>

(d) Level 3 fair value measurements

(i) Reconciliation of Level 3 fair value

The movements of financial and non-financial assets classified under Level 3 and measured at fair value are presented as follows:

	Equity investments at FVTPL \$'M	Assets held for sale – investment properties \$'M
2020		
At 1 January 2020	334	247
Additions	1	32
Disposals	–	(154)
Reclassification to investment property	–	(93)
Changes in fair value recognised in profit or loss	(13)	–
Translation differences	7	–
At 31 December 2020	<u>329</u>	<u>32</u>

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	Equity investments at FVOCI \$'M	Equity investments at FVTPL \$'M	Assets held for sale – investment properties \$'M
2019			
At 1 January 2019	–	297	213
Additions	–	11	184
Disposals	–	–	(348)
Changes in fair value recognised in profit or loss	–	10	197
Acquisition of subsidiaries	15	7	–
Changes in fair value recognised in other comprehensive income	67	–	–
Reclassification to Level 1 fair value hierarchy [^]	(84)	–	–
Translation differences	2	9	1
At 31 December 2019	<u>–</u>	<u>334</u>	<u>247</u>

Movements for investment properties are set out in note 6.

** Less than \$1 million*

[^] At 31 December 2019, the Group's equity investment measured at FVOCI with a carrying amount of \$84 million was transferred from Level 3 to Level 1 as the underlying investment was listed in Shanghai Stock Exchange during the year.

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(ii) *Valuation techniques and significant unobservable inputs*

The following table shows the valuation techniques used in measuring significant Level 3 fair values, as well as the significant unobservable inputs used.

Investment properties (including investment properties classified as assets held for sale)

Valuation methods	Key unobservable inputs	Shopping mall	Office	Integrated development	Business park, industrial and logistics	Lodging	Inter-relationship between key unobservable inputs and fair value measurement
Capitalisation approach	Capitalisation rate (net)						The estimated fair value varies inversely against the capitalisation rate and increases with higher occupancy rate.
	2020	5.0% to 7.0%	4.3% to 4.5%	4.8% to 6.5%	5.0% to 9.0%	4.8% to 5.3%	
	2019	5.0% to 7.3%	4.1%	4.8% to 6.5%	4.5% to 8.8%	4.5% to 5.3%	
	Occupancy rate						
	2020	73.0% to 95.0%	90.0% to 95.0%	68.0% to 90.0%	81.0% to 100%	91.4% to 99.0%	
	2019	86.1% to 98.0%	95.3%	68.6% to 95.0%	85.0% to 100%	90.0% to 95.0%	

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Valuation methods	Key unobservable inputs	Shopping mall	Office	Integrated development	Business park, industrial and logistics	Lodging	Inter-relationship between key unobservable inputs and fair value measurement
Discounted cash flow approach							
	Discount rate						
	2020	5.1% to 9.0%	4.1% to 7.8%	8.8% to 9.5%	7.0% to 20.0%	3.9% to 11.0%	The estimated fair value varies inversely against the discount rate and terminal yield rate and increases with higher occupancy rate.
	2019	5.0% to 9.0%	4.1% to 7.5%	9.0% to 9.5%	7.0% to 21.0%	3.8% to 10.7%	
	Terminal yield rate						
	2020	5.2% to 6.0%	4.3% to 4.7%	5.0% to 6.3%	5.0% to 9.0%	3.5% to 8.0%	
	2019	5.1% to 5.9%	4.3% to 4.7%	5.0% to 6.5%	5.3% to 9.0%	4.4% to 7.7%	
	Occupancy rate						
	2020	73.0%	95.0% to 97.0%	61.0% to 78.0%	87.0% to 99.0%	45.0% to 98.0%	
	2019	86.1% to 100%	90.1% to 97.0%	68.6% to 93.8%	50.0% to 100%	55.0% to 99.0%	
Residual value method							
	Gross development value (\$ million)						
	2020	-	-	-	-	55 to 131	The estimated fair value increases with higher gross development value and decreases with higher estimated cost to completion
	2019	-	-	-	-	49 to 140	
	Estimated cost to completion (\$ million)						
	2020	-	-	-	-	31 to 129	
	2019	-	-	-	-	31 to 129	

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Type	Valuation methods	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Equity investments at FVTPL	Income approach	- Enterprise value/ Revenue multiple of comparable companies: 2.8x to 7.3x (2019: 2.4x to 3.9x)	The estimated fair value increases with higher multiple and varies inversely against volatility.
Equity investments at FVTPL	Income approach	- Discount rate: 13% (2019: 14%) - Terminal growth rate: 2% (2019: 2%)	The estimated fair value increases with lower discount rate and varies inversely against growth rate.

The fair value of other equity investments at FVTPL amounted to \$262 million (2019: \$255 million) was estimated based on the fair value of the underlying investment properties of the investee company. The valuation was based on discounted cash flow approach and its significant unobservable inputs were consistent with the investment properties information presented above.

(iii) Valuation processes applied by the Group

The significant non-financial asset of the Group categorised within Level 3 of the fair value hierarchy is investment properties. The fair values of investment properties are determined by external, independent property valuers, who have the appropriate and recognised professional qualifications and recent experience in the location and category of property being valued. The property valuers provide the fair values of the Group's investment property portfolio annually. The valuation and its financial impact are discussed with the management in accordance with the Group's reporting policies.

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31 Financial Risk Management

(a) Financial risk management objectives and policies

The Group is exposed to market risk (including interest rate, foreign currency and price risks), credit risk and liquidity risk arising from its business. The Group's risk management approach seeks to minimise the potential material adverse effects from these exposures. The Group uses financial instruments such as currency forwards, interest rate swaps and cross currency swaps as well as foreign currency borrowings to hedge certain financial risk exposures.

The management has overall responsibility for the compliance and oversight of CapitalLand Investment Limited Group's risk management framework. For the Relevant Periods, this is based on CapitalLand Group's risk management framework. The CapitalLand Group has established the Risk Committee to strengthen its risk management processes and framework. The Risk Committee is assisted by an independent unit called the CapitalLand Group Risk Management (GRM). GRM generates a comprehensive portfolio risk report to assist the committee. This quarterly report measures a spectrum of risks, including property market risks, construction risks, interest rate risks, refinancing risks and currency risks.

As the COVID-19 outbreak is ongoing, the actual extent of the outbreak and its impact on the domestic, regional and global economy remains uncertain, and the actual extent of the impact on the Group's business, financial condition and results of operations will depend on, amongst other things, the duration of the COVID-19 outbreak, the severity and length of the economic downturn and the speed and strength of the subsequent recovery. As a result, there may be further adverse effects on the Group's business, revenue, funds from operations and profit. In addition, the COVID-19 pandemic also creates the risk of volatility in financial markets (including interest rate and foreign exchange rate risks) and may adversely impact the cost, availability, duration or terms of financing and credit available to the Group. Uncertainty about the effects of COVID-19 has resulted in significant disruption to capital and securities markets, which, if it continues, may affect the Group's ability to raise new capital and refinance its existing debt. In response to COVID-19, the management has also increased the monitoring of the economic environment, operational risks and impact of the pandemic on its businesses.

(b) Market risk

Market risk is the risk that changes in market prices, such as interest rates, foreign exchange rates and equity prices will have on the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return on risk.

(i) Interest rate risk

The Group's exposure to market risk for changes in interest rate environment relates mainly to its investment in financial products and debt obligations.

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The investments in financial products are short term in nature and they are not held for trading or speculative purposes. The financial products mainly comprise fixed deposits which yield better returns than cash at bank.

The Group manages its interest rate exposure by maintaining a prudent mix of fixed and floating rate borrowings. The Group strives to ensure that between 60% and 70% of its interest rate risk exposure is at a fixed rate following the listing of the Company. The Group actively reviews its debt portfolio, taking into account the investment holding period and nature of its assets. This strategy allows it to capitalise on cheaper funding in a low interest rate environment and achieve certain level of protection against rate hikes. The Group also uses hedging instruments such as interest rate swaps to minimise its exposure to interest rate volatility and classifies these interest rate swaps as cash flow hedge.

As at 31 December 2020, the Group has interest rate swaps classified as cash flow hedges with notional contractual amount of \$1,591 million (2019: \$2,324 million) and for which the Group pays fixed interest rates and receives variable rates equal to the Singapore swap offer rates (SOR), London interbank offered rates (LIBOR), Australia bank bill swap bid rates (BBSY), Tokyo interbank offered rates (TIBOR) and Euro interbank offered rates (EURIBOR) on the notional amount.

As at 31 December 2020 and 2019, the Group has cross currency swaps classified as cash flow hedges with notional contractual amount of \$207 million (2019: \$69 million) and for which the Group pays fixed interest rates and receives variable rates equal to the swap rates for US Dollars and Singapore Dollars on the notional amount.

A fundamental reform of major interest rate benchmarks is being undertaken globally, including the replacement of some interbank offered rates (IBORs) with alternative nearly risk-free rates (referred to as 'IBOR reform'). The Group has exposures to IBORs on its financial instruments that will be replaced or reformed as part of these market-wide initiatives. There is uncertainty over the timing and the methods of transition in some jurisdictions that the Group operates in. The Group anticipates that IBOR reform will impact its risk management and hedge accounting.

No derivative instruments or loans have been modified in relation to the interest rate benchmark reform as at 31 December 2020.

The Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the reference interest rates, tenors, repricing dates and maturities and the notional or par amounts. If a hedging relationship is directly affected by uncertainty arising from interest rate benchmark reform, then the Group assumes for this purpose that the benchmark interest rate is not altered as a result of interest rate benchmark reform.

The Group assesses whether the derivative designated in each hedging relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the critical terms method. When all critical terms match, the economic relationship is considered 100% effective.

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Hedge ineffectiveness may occur due to changes in the critical terms of either the interest rate swaps or borrowings. Hedging relationships that are impacted by interest rate benchmark reform may experience ineffectiveness because of a timing mismatch between the hedged item and the hedging instrument regarding interest rate benchmark reform transition.

The net carrying amount of interest rate swaps as at 31 December 2020 was \$68 million (2019: \$49 million) comprising derivative assets of \$nil (2019: \$1 million) and derivative liabilities of \$68 million (2019: \$50 million).

Sensitivity analysis

For variable rate financial liabilities and interest rate derivative instruments used for hedging, it is estimated that an increase of 100 basis point in interest rate at the reporting date would lead to a reduction in the Group's profit before tax (and revenue reserve) by approximately \$39 million (2019: \$29 million). A decrease in 100 basis point in interest rate would have an equal but opposite effect. This analysis assumes that all other variables, in particular foreign currency rates, remain constant, and has not taken into account the effects of qualifying borrowing costs allowed for capitalisation, the associated tax effects and share of non-controlling interests.

(ii) *Equity price risk*

As at 31 December 2020, the Group has financial assets at FVTPL and financial assets at FVOCI in equity securities and is exposed to equity price risk. The securities are listed in Singapore.

Sensitivity analysis

There is no significant exposure from equity securities listed in Singapore.

(iii) *Foreign currency risk*

The Group operates internationally and is exposed to various currencies, mainly Chinese Renminbi, Euro, Indian Rupee, Japanese Yen, Malaysian Ringgit, Australian Dollars and US Dollars.

The Group maintains a natural hedge, whenever possible, by borrowing in the currency of the country in which its property or investment is located or by borrowing in currencies that match the future revenue stream to be generated from its investments.

As at the reporting date, the Group uses certain foreign currency denominated borrowings, which include bank loans and medium term notes, and cross currency interest rate swaps to hedge against the currency risk arising from the Group's net investments in certain subsidiaries in United States of America, Europe and Japan. The carrying amount of these US Dollars, Euro, Sterling Pound and Japanese Yen denominated borrowings as at 31 December 2020 was \$846 million (2019: \$820 million).

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The Group uses forward exchange contracts or foreign currency loans to hedge its foreign currency risk, where feasible. It generally enters into forward exchange contracts with maturities ranging between three months and one year which are rolled over at market rates at maturity or foreign currency loans which match the Group's highly probable transactions and investment in the foreign subsidiaries. The Group also enters into cross currency swaps to hedge the foreign exchange risk of its loans denominated in a foreign currency. The foreign exchange forwards and currency swaps are denominated in the same currency as the highly probable transactions, therefore the economic relationship is 100% effective.

Hedge ineffectiveness may occur due to:

- Changes in timing of the forecasted transaction from what was originally planned; and
- Changes in the credit risk of the derivative counterparty or the Group.

The net carrying amount of the forward exchange and cross currency swap contracts as at 31 December 2020 was \$17 million (2019: net assets of \$20 million), comprising derivative assets of \$11 million (2019: \$25 million) and derivative liabilities of \$28 million (2019: \$5 million).

Foreign exchange exposures in transactional currencies other than functional currencies of the operating entities are kept to an acceptable level.

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The Group's exposure to major foreign currencies was as follows:

The Group	Singapore Dollars \$'M	US Dollars \$'M	Australian Dollars \$'M	Japanese Yen \$'M	Euro \$'M
31 December 2020					
Equity securities	86	56	-	254	-
Trade and other receivables	4,039	220	258	176	218
Cash and cash equivalents	336	60	51	442	63
Bank borrowings and debt securities	(1,878)	(1,854)	(532)	(1,687)	(382)
Trade and other payables	(12,576)	(538)	(91)	(100)	(73)
Gross currency exposure	(9,993)	(2,056)	(314)	(915)	(174)
Add: Net financial liabilities denominated in the respective entities' functional currencies	9,001	1,679	372	711	47
Add: Bank borrowings and debt securities designated for net investment hedge	-	49	88	359	314
Add: Cross currency swaps/foreign exchange forward contracts	-	69	-	-	-
Net currency exposure	(992)	(259)	146	155	187
31 December 2019					
Equity securities	107	67	-	248	-
Trade and other receivables	3,867	606	215	205	223
Cash and cash equivalents	244	112	36	226	86
Bank borrowings and debt securities	(1,817)	(1,863)	(187)	(1,787)	(331)
Trade and other payables	(11,512)	(640)	(60)	(115)	(78)
Gross currency exposure	(9,111)	(1,718)	4	(1,223)	(100)
Add/Less: Net financial liabilities/(assets) denominated in the respective entities' functional currencies	8,003	1,823	127	1,050	(7)
Add: Bank borrowings and debt securities designated for net investment hedge	-	50	83	357	296
Net currency exposure	(1,108)	155	214	184	189

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Sensitivity analysis

It is estimated that a five percentage point strengthening in foreign currencies against the respective functional currencies of the Group would decrease the Group's profit before tax by approximately \$43 million (2019: \$24 million). A five percentage point weakening in foreign currencies against the Singapore Dollar would have an equal but opposite effect. The Group's outstanding forward exchange contracts and cross currency swaps have been included in this calculation. The analysis assumed that all other variables, in particular interest rates, remain constant and does not take into account the translation related risk, associated tax effects and share of non-controlling interests.

(c) Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations. For trade and other receivables, contract assets and financial assets at amortised cost, the Group has guidelines governing the process of granting credit as a service or product provider in its respective segments of business. Trade and other receivables and contract assets relate mainly to the Group's customers who bought its residential units and tenants from its office buildings, shopping malls, business parks and serviced residences. Financial assets at amortised cost relate mainly to amounts owing by related parties. Investments and financial transactions are restricted to counterparties that meet the appropriate credit criteria.

The principal risk to which the Group is exposed to in respect of financial guarantee contracts is credit risk in connection with the guarantee contracts they have issued. To mitigate the risk, management continually monitors the risk and has established processes including performing credit evaluations of the parties it is providing the guarantee on behalf of. Guarantees are only given for the benefit of its subsidiaries and related parties. The maximum exposure to credit risk in respect of these financial guarantees at the balance sheet date is disclosed in note 33.

The Group has a diversified portfolio of businesses and as at balance sheet date, there was no significant concentration of credit risk with any entity. The maximum exposure to credit risk is represented by the carrying amount of each financial asset in the balance sheet, including derivative financial instruments as well as any irrevocable loan undertaking to associates and joint ventures.

Financial assets at amortised cost

The Group assesses on a forward-looking basis the expected credit losses associated with financial assets at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

(i) Trade receivables and contract assets

The Group reviews the customers' credit risk taking into account the aging of the outstanding receivables, amount of security deposit available as well as any indication of credit default, and assess the amount of specific allowance for doubtful receivable required for each customer.

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The Group also uses a provision matrix to measure the lifetime expected credit loss allowance for trade receivables and contract assets.

In measuring the expected credit losses, trade receivables and contract assets are grouped based on similar credit risk characteristics and days past due. When determining the expected credit loss rates, the Group considers historical loss rates for customer grouped by industry sector and forward-looking macroeconomic factors like country's gross domestic product (GDP), which affect the ability of the customers to settle the receivables.

Trade and other receivables and contract assets are written off when there is no reasonable expectation of recovery, such as a debtor failing to engage in a repayment plan with the Group. Where receivables are written off, the Group continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognised in profit or loss. During the year ended 31 December 2020, the Group temporarily extended the credit terms for specific customers with liquidity constraints or as stipulated by government legislation as a direct result of the COVID-19 pandemic. All extensions were granted within current sales limits after careful evaluation of the creditworthiness of the customer and each customer that was granted an extension is closely monitored for credit deterioration.

(a) The movements in credit loss allowance are as follows:

	Trade receivables \$'M	Other receivables \$'M	Amounts due from related parties (current) \$'M	Amounts due from associates (current) \$'M	Amounts due from joint ventures (current) \$'M	Amounts due from joint ventures (non- current) \$'M
	←----- Note 12-----→			Note 7(b)	Note 8(b)	Note 8(a)
At 1 January 2020	11	15	84	*	20	15
Allowance utilised	(1)	*	–	*	*	–
Allowance during the year	20	4	–	*	5	–
Reversal of allowance during the year	(2)	–	–	*	*	–
Translation differences	1	(1)	–	*	*	*
At 31 December 2020	<u>29</u>	<u>18</u>	<u>84</u>	<u>*</u>	<u>25</u>	<u>15</u>

* Less than \$1 million

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	Trade receivables \$'M	Other receivables \$'M	Amounts due from related parties (current) \$'M	Amounts due from associates (current) \$'M	Amounts due from joint ventures (current) \$'M	Amounts due from joint ventures (non- current) \$'M
	←----- Note 12 ----->			Note 7(b)	Note 8(b)	Note 8(a)
At 1 January 2019	11	15	84	*	15	14
Allowance utilised	*	*	-	*	-	-
Allowance during the year	2	2	-	*	4	-
Reversal of allowance during the year	*	*	-	*	-	-
Disposal of subsidiaries	(2)	(2)	-	*	-	-
Translation differences	*	*	-	*	1	1
At 31 December 2019	<u>11</u>	<u>15</u>	<u>84</u>	<u>*</u>	<u>20</u>	<u>15</u>

* Less than \$1 million

- (b) The maximum exposure to credit risk for trade receivables and other financial assets (by business activities) at the reporting date was:

	Trade receivables 2020 \$'M	Other financial assets 2020 \$'M	Trade receivables 2019 \$'M	Other financial assets 2019 \$'M
The Group				
Fee income-related business	75	610	76	418
Real Estate Investments	117	2,987	89	3,565
Corporate and Others	1	786	*	456
	<u>193</u>	<u>4,383</u>	<u>165</u>	<u>4,439</u>

- (c) The credit quality of trade and other receivables is assessed based on credit policies established by management. The Group monitors customer credit risk by grouping trade and other receivables based on their characteristics. Trade and other receivables with high credit risk will be identified and monitored by the respective strategic business units. Where a customer has been granted a temporary extension in the credit period as a result of the COVID-19 pandemic, the past-due status is based on the extended credit period. The Group's credit risk exposure in relation to trade and other receivables under SFRS(I) 9 as at 31 December 2020 are set out in the provision matrix as follows:

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	Current \$'M	----- Past due ----->			Total \$'M
		Within 30 days \$'M	30 to 90 days \$'M	More than 90 days \$'M	
2020					
Expected loss rate	1.5%	8.8%	18.8%	53.8%	
Trade receivables	133	34	16	39	222
Loss allowance	2	3	3	21	29
Trade receivables under deferral scheme	*	*	*	*	1
Expected loss rate	–	–	–	*	
Amounts due from associates	110	16	17	8	151
Loss allowance	–	–	–	*	*
Expected loss rate	4.1%	–	–	64.3%	
Amounts due from joint ventures (current)	171	1	1	28	201
Loss allowance	7	*	*	18	25
Expected loss rate	3.2%	–	–	–	
Amounts due from joint ventures (non- current)	472	–	–	–	472
Loss allowance	15	–	–	–	15
Expected loss rate	2.4%	–	–	–	
Amounts due from related parties	3,526	30	2	94	3,652
Loss allowance	84	–	–	–	84
2019					
Expected loss rate	–	–	–	61.1%	
Trade receivables	115	28	15	18	176
Loss allowance	*	*	*	11	11
Expected loss rate	–	–	–	–	
Amounts due from associates	91	12	5	3	111
Loss allowance	–	–	–	*	*
Expected loss rate	4.1%	–	–	39.5%	
Amounts due from joint ventures (current)	122	3	3	38	166
Loss allowance	5	–	–	15	20
Expected loss rate	2.6%	–	–	–	
Amounts due from joint ventures (non- current)	567	–	–	–	567
Loss allowance	15	–	–	–	15
Expected loss rate	2.5%	–	–	–	
Amounts due from related parties	3,375	2	6	188	3,571
Loss allowance	84	–	–	–	84

* Less than \$1 million

No aging analysis of contract assets and other receivables are presented as the majority of outstanding balances as at 31 December 2020 and 31 December 2019 are current.

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(d) Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group actively manages its debt maturity profile, operating cash flows and the availability of funding so as to ensure that all refinancing, repayment and funding needs are met. As part of its overall prudent liquidity management, the Group maintains sufficient level of cash or cash convertible investments to meet its working capital requirement. In addition, the Group strives to maintain sufficient available banking facilities to meet working capital and funding needs.

Uncertainty about the effects of COVID-19 has resulted in significant disruption to capital and securities markets, which, if it continues, may affect the Group's ability to raise new capital and refinance its existing debt. While the Group has unutilised facilities and funds available for use, there can be no assurance that the Group will be able to refinance its indebtedness, as and when such indebtedness becomes due, on commercially reasonable terms or at all. The significant economic disruption as a result of the COVID-19 pandemic may also affect the Group's ability to refinance its existing debt. The Group's level of indebtedness means that a material portion of the Group's expected cash flow may be required to be dedicated to the payment of interest on the Group's indebtedness, thereby reducing the funds available to the Group for use in the general business operations.

As part of the Group's borrowing activities, the Group is exposed to the risk of potential and actual breaches of financial covenants in the Group's indebtedness which may also result in accelerated demands of payment or calls for events of default by lenders. This may restrict the Group's ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause the Group to be particularly vulnerable in any general economic downturn or instability in the global financial capital markets.

The Group has been actively managing its liquidity position amid the COVID-19 pandemic. As at 31 December 2020, the Group has approximately \$3 billion (2019: \$2 billion) of total cash and available undrawn committed facilities held under the Group, which is sufficient to support the Group's funding requirements for the next 24 months.

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The following are the expected contractual undiscounted cash flows of financial liabilities and derivative financial instruments, including interest payments and excluding the impact of netting agreements:

	<----- Contractual cash flows ----->				
	Carrying amount \$M	Total \$M	Not later than 1 year \$M	Between 1 and 5 years \$M	After 5 years \$M
The Group					
31 December 2020					
Financial liabilities, at amortised cost					
Bank borrowings	(6,433)	(7,095)	(1,285)	(4,747)	(1,063)
Debt securities	(1,285)	(1,386)	(59)	(1,327)	-
Lease liabilities	(748)	(1,033)	(85)	(308)	(640)
Trade and other payables [#]	(12,739)	(12,858)	(7,297)	(4,541)	(1,020)
	<u>(21,205)</u>	<u>(22,372)</u>	<u>(8,726)</u>	<u>(10,923)</u>	<u>(2,723)</u>
Derivative financial assets/(liabilities), at fair value					
Interest rate swaps (net-settled)					
- liabilities	(68)	(68)	(25)	(43)	-
Forward foreign exchange contracts (net-settled)					
- assets	6	6	6	-	-
- liabilities	(5)	(5)	(5)	-	-
Cross currency swaps (gross-settled)					
- outflow	5	(163)	(2)	(161)	-
- inflow		171	4	167	-
Cross currency swaps (gross-settled)					
- outflow	(23)	(586)	(9)	(577)	-
- inflow		584	18	566	-
	<u>(85)</u>	<u>(61)</u>	<u>(13)</u>	<u>(48)</u>	<u>-</u>
	<u>(21,290)</u>	<u>(22,433)</u>	<u>(8,739)</u>	<u>(10,971)</u>	<u>(2,723)</u>

[#] Excludes liability for employee benefits, derivative liabilities and deferred income.

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	Carrying amount \$'M	Contractual cash flows			After 5 years \$'M
		Total \$'M	Not later than 1 year \$'M	Between 1 and 5 years \$'M	
The Group					
31 December 2019					
Financial liabilities, at amortised cost					
Bank borrowings	(6,205)	(7,730)	(1,384)	(4,742)	(1,604)
Debt securities	(1,433)	(1,584)	(266)	(1,239)	(79)
Lease liabilities	(495)	(692)	(54)	(176)	(462)
Trade and other payables [#]	(12,873)	(13,019)	(7,097)	(3,708)	(2,214)
	<u>(20,006)</u>	<u>(23,025)</u>	<u>(8,801)</u>	<u>(9,865)</u>	<u>(4,359)</u>
Derivative financial assets/(liabilities), at fair value					
Interest rate swaps (net-settled)					
- assets	1	2	1	1	-
- liabilities	(50)	(45)	(17)	(28)	-
Forward foreign exchange contracts (net-settled)					
- assets	4	4	4	-	-
- liabilities	(1)	(1)	(1)	-	-
Cross currency swaps (gross-settled)					
- outflow	21	(527)	(28)	(499)	-
- inflow		579	41	538	-
Cross currency swaps (gross-settled)					
- outflow	(4)	(150)	(36)	(114)	-
- inflow		153	37	116	-
	<u>(29)</u>	<u>15</u>	<u>1</u>	<u>14</u>	<u>-</u>
	<u>(20,035)</u>	<u>(23,010)</u>	<u>(8,800)</u>	<u>(9,851)</u>	<u>(4,359)</u>

[#] Excludes liability for employee benefits, derivative liabilities and deferred income.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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At 31 December 2020, the Group held the following instruments to hedge exposures to changes in foreign currency and interest rates:

	Contractual		Carrying amount		Changes in fair value used for calculating			Hedge		Maturity date	
	notional amount	Assets/ (Liabilities)	Financial statement line item	Assets/ (Liabilities)	Hedging instrument	Hedged item	ineffectiveness recognised in profit or loss	ineffectiveness recognised in profit or loss	Weighted average hedge forex rate/ interest rate (%)		
	\$'M	\$'M		\$'M	\$'M	\$'M	\$'M	\$'M			
31 December 2020											
Cashflow hedges											
Foreign exchange risk											
- Cross currency swaps to hedge foreign currency borrowings	207	(8)	Derivative financial instruments	(8)	(4)	4	-	-	USD: SGD 1.307 (USD 2.605%)	January 2022 to August 2025	
Interest rate risk											
- Interest rate swaps to hedge floating rate borrowings	1,591	(68)	Derivative financial instruments	(68)	(27)	27	-	-	1.493%	April 2021 to October 2023	

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	Carrying amount		Changes in fair value used for calculating hedge ineffectiveness			Maturity date
	Contractual notional amount \$'M	Assets/ (Liabilities) \$'M	Financial statement line item	Hedging instrument \$'M	Hedge ineffectiveness recognised in profit or loss \$'M	
31 December 2020						
Net investment hedges						
Foreign exchange risk						
- Borrowings to hedge net investments in foreign operations	-	(846)	Borrowings	(9)	9	JPY: SGD0.0127 EUR: SGD1.591 GBP: SGD1.753 AUD: SGD0.98 KRW: SGD0.0009 October 2021 to September 2023
- Forward contracts to hedge net investments in foreign operations	457	1	Derivative financial instruments	(3)	3	USD: SGD1.354 RMB: SGD0.203 JPY: SGD0.0130 EUR: SGD1.606 AUD: SGD0.966 GBP: SGD1.759 MYR: SGD0.326 January 2021 to March 2021
- Cross currency swaps to hedge net investments in foreign operations	489	(10)	Derivative financial instruments	(29)	29	JPY: SGD0.011 EUR: SGD1.531 KRW: SGD0.0009 January 2022 to August 2025

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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	Carrying amount		Changes in fair value used for calculating				Maturity date
	Contractual notional amount \$'M	Assets/ (Liabilities) \$'M	Financial statement line item	Hedging instrument \$'M	Hedged item \$'M	Hedge ineffectiveness recognised in profit or loss \$'M	
31 December 2019							
Cashflow hedges							
Foreign exchange risk							
- Cross currency swaps to hedge foreign currency borrowings	69	(1)	Derivative financial instruments	(2)	2	-	USD: SGD 1.3508 November 2023
- Forward contracts to hedge foreign currency borrowings and receivables from divestment proceeds	2	*	Derivative financial instruments	(2)	2	*	MYR: SGD0326 April 2020
Interest rate risk							
- Interest rate swaps to hedge floating rate borrowings	2,324	(49)	Derivative financial instruments	(34)	34	-	1.736% March 2020 to October 2023
Net investment hedges							
Foreign exchange risk							
- Borrowings to hedge net investments in foreign operations	-	(820)	Borrowings	*	*	-	JPY: SGD0.0124 EUR: SGD1.503 GBP: SGD1.753 AUD: SGD0.928 August 2020 to September 2023
- Forward contracts to hedge net investments in foreign operations	493	3	Derivative financial instruments	(1)	1	-	USD: SGD1.366 RMB: SGD0.194 JPY: SGD0.0126 EUR: SGD1.512 AUD: SGD0.936 January 2020 to March 2020
- Cross currency swaps to hedge net investments in foreign operations	613	18	Derivative financial instruments	14	(14)	-	JPY: SGD0.011 EUR: SGD1.531 KRW: SGD0.00116 April 2020 to April 2023

* Less than \$1M

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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The following table provides a reconciliation by risk category of components of equity and analysis of other comprehensive income items (net of tax) resulting from cashflow hedge accounting.

	2020	2019
	\$'M	\$'M
At 1 January	(33)	(22)
Change in fair value:		
- Foreign currency risk	*	*
- Interest rate risk	(20)	(15)
Amount reclassified to profit or loss:		
- Foreign currency risk	*	*
- Interest rate risk	2	4
At 31 December	<u>(51)</u>	<u>(33)</u>

(e) Offsetting financial assets and financial liabilities

The disclosures set out in the tables below include financial assets and financial liabilities that:

- are offset in the Group's balance sheets; or
- are subject to an enforceable master netting arrangement, irrespective of whether they are offset in the balance sheets.

Financial instruments such as trade receivables and trade payables are not disclosed in the tables below unless they are offset in the balance sheets.

The Group's derivative transactions that are not transacted through an exchange, are governed by the International Swaps and Derivatives Association (ISDA) Master Netting Agreements. In general, under such agreements, the amounts due on a single day in respect of all transactions outstanding in the same currency are aggregated into a single net amount and settled between the counterparties. In certain circumstances, for example when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and set off into a single net amount to be settled.

The above ISDA agreements do not meet the criteria for offsetting in the balance sheets as a right of set-off of recognised amounts is enforceable only following an event of default, insolvency or bankruptcy of the Group or the counterparties. In addition, the Group and its counterparties do not intend to settle on a net basis or to realise the assets and settle the liabilities simultaneously.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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32 Commitments

As at the reporting date, the Group had the following commitments:

(a) Operating lease

The Group's operating lease relates to leases with lease terms of 12 months or less or low value assets. Future minimum lease payments for the Group on non-cancellable operating leases are as follows:

	2020	2019
	\$'M	\$'M
Lease payments payable:		
Not later than 1 year	30	66
Between 1 and 5 years	1	*
	<u>31</u>	<u>66</u>

* Less than \$1 million

(b) Commitments

	2020	2019
	\$'M	\$'M
Commitments in respect of:		
- capital expenditure contracted but not provided for in the financial statements	15	26
- development expenditure contracted but not provided for in the financial statements	128	114
- capital contribution in associates and joint ventures	847	863
- purchase of land contracted but not provided for in the financial statements	8	-
	<u>998</u>	<u>1,003</u>

(c) As at the reporting date, the notional principal values of financial instruments were as follows:

	2020	2019
	\$'M	\$'M
Interest rate swaps	1,591	2,324
Forward foreign exchange contracts	457	495
Cross currency swaps	696	682
	<u>2,744</u>	<u>3,501</u>

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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The maturity profile of these financial instruments was:

	2020	2019
	\$'M	\$'M
Not later than 1 year	718	1,483
Between 1 and 5 years	2,026	2,018
	<u>2,744</u>	<u>3,501</u>

33 Financial Guarantee Contracts and Contingent Liabilities

The Group accounts for its financial guarantees as insurance contracts. At the reporting date, the Group does not consider that it is probable that a claim will be made against the Group under the financial guarantee contracts. Accordingly, the Group does not expect any net cash outflows resulting from the financial guarantee contracts. The Group issue guarantees only for subsidiaries and related parties of the CapitaLand Group.

	2020	2019
	\$'M	\$'M
(a) Guarantees given to banks to secure banking facilities provided to joint ventures	<u>5</u>	<u>6</u>
(b) Undertakings by the Group:		
(i) As at 31 December 2020, a subsidiary of the Group has pledged its shares in an associate for the revolving loan facilities amounting to \$500 million (2019: \$300 million) granted to a related party. As at 31 December 2020, the total amount outstanding under the facilities was \$484 million (2019: \$267 million).		
(ii) As at 31 December 2020, two subsidiaries of the Group has pledged its shares and redeemable preference shares in an associate for a term loan facility obtained by the associate amounting to \$1,078 million (2019: \$1,088 million).		
(iii) As at 31 December 2020, a subsidiary of the Group provided an indemnity for banker's guarantee issuance on a joint and several basis, in respect of term loan and revolving loan facilities amounting to \$162 million (2019: \$163 million) granted to a joint venture. As at 31 December 2020, the total amount outstanding under the facilities was \$148 million (2019: \$142 million).		
(iv) As at 31 December 2020, a subsidiary of the Group in China, whose principal activity is the trading of development properties, would in the ordinary course of business act as guarantors for the bank loans taken by the buyers to finance the purchase of residential properties developed by this subsidiary. As at 31 December 2020, the outstanding notional amount of the guarantees amounted to \$30 million (2019: \$31 million).		

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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(c) Government assistance

In response to the economic impacts of the COVID-19 coronavirus pandemic, the governments of the Japan, France and United States of America introduced various financial support schemes, which provided guarantees for bank loans borrowed by the Group's subsidiaries amounting to \$52 million issued by the respective banks during the year. The interest rates of the loans ranged from 0% to 1.11%.

The Group determined that the interest rates for an equivalent loan issued on an arm's length basis without the guarantee would have ranged from 0.4% to 2.5%. There are no unfilled conditions or contingencies for the government assistance as at 31 December 2020.

34 Significant Related Party Transactions

For the purposes of these financial statements, parties are considered to be related to the Group if the Group has the direct and indirect ability to control the party, jointly control or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Group and the party are subject to common control or significant influence. Related parties may be individuals or other entities.

The Group considers the directors of the Company, Group CEO and key management officers of the corporate office as well as CEOs of the businesses and functions to be key management personnel in accordance with SFRS(I) 1-24 Related Party Disclosures. All key management personnel are employees of the immediate holding company and no consideration is paid to the immediate holding company for services rendered by the key management personnel. No apportionment has been made as the services provided by these directors to the Company are incidental to their responsibilities to the larger group.

In addition to the related party information disclosed elsewhere in the financial statements, there were significant related party transactions which were carried out in the normal course of business on terms agreed between the parties as follows:

	2020	2019
	\$M	\$'M
Related corporations		
Management fee income	1	*
Rental income	-	*
Utilities expenses	(1)	(1)
Telecommunication expenses	(7)	(2)
Security services expenses	*	*
Other expenses	*	*
Payables included in trade and other payables and non-current liabilities	*	*
Receivables included in trade and other receivables	*	*

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	2020	2019
	\$M	\$'M
Immediate holding company		
IT support services income	10	2
Management fee expenses	(31)	(29)
Administrative support services expenses	(6)	(6)
Others	(5)	(6)
	<hr/> <hr/>	<hr/> <hr/>
Fellow subsidiaries under the immediate holding company		
Management fee income	32	36
IT support services income	31	24
Rental Income	9	3
Administrative support services income	7	2
Management fee expenses	(47)	(48)
Rental expense	(6)	(3)
Purchase consideration for the acquisition of investments	2,616	493
Others	(3)	8
	<hr/> <hr/>	<hr/> <hr/>
Associates and joint ventures		
Management fee income	387	351
Construction and project management income	4	3
Rental expense	(3)	(3)
Acquisition and divestment fees, accounting service fee, marketing income and other fees	104	131
Proceeds from sale of investment	66	-
	<hr/> <hr/>	<hr/> <hr/>

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

35 Operating Segments

Management determines the operating segment based on the reports reviewed and used for strategic decision making and resources allocation. The Group organises its reporting structure into segments by business activities to more accurately reflect the way the Group manage its businesses. The segments comprise the Group's integrated capabilities in the residential, retail, commercial, industrial, logistics and business parks asset classes, strategically deployed in each market.

For segment reporting purpose, the Group's primary segment is based on business activities. The Group's secondary segment is reported by geographical locations, namely Singapore, China, other emerging markets and other developed markets.

The Group's reportable operating segments are as follows:

- (i) Fee income-related business involves Group fee income businesses from investment and asset management of listed and unlisted funds, lodging and project management services.
- (ii) Real Estate Investments involves real estate investments in office, shopping malls, lodging, data centre, industrial, logistics and business parks.
- (iii) Corporate and Others includes Corporate office.

Information regarding the operations of each reportable segment is included below. Management monitors the operating results of each of its primary segments for the purpose of making decisions on resource allocation and performance assessment. Performance is measured based on segment earnings before interest, tax, depreciation and amortisation (EBITDA). EBITDA is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries. Group financing (including finance costs) and income taxes are managed on a group basis and are not allocated to operating segments. Segment assets and liabilities are presented net of inter-segment balances. Inter-segment pricing is determined on arm's length basis.

In term of secondary segment, the Group presents its businesses based on geographical locations based on Singapore, China, other emerging markets and other developed markets.

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Operating Segments – 31 December 2020

	Fee Income- related Business \$'M	Real Estate Investments \$'M	Corporate and Others \$'M	Elimination \$'M	Total \$'M
Revenue					
External revenue	634	1,292	57	–	1,983
Inter-segment revenue	152	22	153	(327)	–
Total revenue	786	1,314	210	(327)	1,983
Segmental results					
Company and combining entities	170	(196)	18	–	(8)
Associates	–	81	–	–	81
Joint ventures	4	(110)	–	–	(106)
EBITDA	174	(225)	18	–	(33)
Depreciation and amortisation					(149)
Finance costs					(377)
Tax expense					(114)
Loss for the year					(673)
Segment assets	1,740	36,057	7,036	(6,610)	38,223
Segment liabilities	586	19,842	2,061	–	22,489

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
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Operating Segments – 31 December 2020

	Fee Income- related Business \$'M	Real Estate Investments \$'M	Corporate and Others \$'M	Elimination \$'M	Total \$'M
Other segment items:					
Interest income	12	19	9	–	40
Depreciation and amortisation	(16)	(110)	(23)	–	(149)
Allowance for foreseeable losses	–	(17)	–	–	(17)
Impairment losses on assets	(119)	(85)	(3)	–	(207)
Fair value loss on investment properties	–	(698)	–	–	(698)
Share-based expenses	(13)	(2)	(3)	–	(18)
Net gains on disposal of investments	(9)	149	*	–	140
Associates	*	10,908	–	–	10,908
Joint ventures	–	2,290	–	–	2,290
Capital expenditure [#]	20	291	17	–	328
Non-current assets ¹	906	29,740	6,659	(6,610)	30,695

* Less than \$1 million

[#] Capital expenditure consists of additions of property, plant and equipment, investment properties and intangible assets.

¹ Non-current assets comprised property, plant and equipment, intangible assets, investment properties, investment in associates and joint ventures and prepayments.

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Operating Segments – 31 December 2019

	Fee Income- related Business \$'M	Real Estate Investments \$'M	Corporate and Others \$'M	Elimination \$'M	Total \$'M
Revenue					
External revenue	597	1,849	42	–	2,488
Inter-segment revenue	173	7	154	(334)	–
Total revenue	770	1,856	196	(334)	2,488
Segmental results					
Company and combining entities	246	1,255	(5)	–	1,496
Associates	–	793	–	–	793
Joint ventures	17	155	–	–	172
EBITDA	263	2,203	(5)	–	2,461
Depreciation and amortisation					(113)
Finance costs					(327)
Tax expense					(273)
Profit for the year					1,748
Segment assets	1,696	36,766	6,997	(6,617)	38,842
Segment liabilities	569	19,996	1,699	–	22,266

* Less than \$1 million

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Operating Segments – 31 December 2019

	Fee Income- related Business \$'M	Real Estate Investments \$'M	Corporate and Others \$'M	Elimination \$'M	Total \$'M
Other segment items:					
Interest income	10	22	10	–	42
Depreciation and amortisation	(15)	(78)	(20)	–	(113)
Impairment losses on assets	(10)	(15)	(4)	–	(29)
Fair value gain on investment properties	–	549	–	–	549
Share-based expenses	(21)	(4)	(4)	–	(29)
Gains on disposal of investments	*	59	*	–	59
Associates	*	11,084	–	–	11,084
Joint ventures	178	2,431	–	–	2,609
Capital expenditure [#]	27	444	11	–	482
Non-current assets ¹	1,012	30,084	6,664	(6,617)	31,143

* *Less than \$1 million*

[#] *Capital expenditure consists of additions of property, plant and equipment, investment properties and intangible assets.*

¹ *Non-current assets comprised property, plant and equipment, intangible assets, investment properties, investment in associates and joint ventures and prepayments.*

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Geographical Information

	Singapore \$'M	China \$'M	Other developed markets ¹ \$'M	Other emerging markets ² \$'M	Group \$'M
31 December 2020					
External revenue	580	363	816 ⁵	224	1,983
EBITDA ⁴	420	(101)	(307)	(45)	(33)
Non-current assets ³	9,518	9,336	8,788 ⁶	3,053	30,695
Total assets	13,088	11,524	10,008	3,603	38,223
31 December 2019					
External revenue	430	476	1,271 ⁵	311	2,488
EBITDA ⁴	873	958	523	107	2,461
Non-current assets ³	9,707	9,213	9,057 ⁶	3,166	31,143
Total assets	13,397	11,595	10,050	3,800	38,842

* Less than \$1 million

¹ Includes United Kingdom, France, Germany, Spain, Belgium, Ireland, Japan, South Korea, United States of America, Australia and New Zealand.

² Other emerging markets refers to Asia, but excludes Singapore, China, Hong Kong, Japan and South Korea.

³ Non-current assets comprised property, plant and equipment, intangible assets, investment properties, investment in associates and joint ventures.

⁴ Fair value losses of \$698 million in 2020 included in EBITDA (2019: gain of \$549 million).

⁵ Includes revenue from United States of America of \$356 million (2019: \$ 596 million), Japan of \$163 million (2019: \$196 million) and Australia of \$130 million (2019: \$128 million).

⁶ Includes non-current assets from United States of America of \$2,177 million (2019: \$ 2,331 million), Japan of \$2,748 million (2019: \$3,033 million) and Australia of \$1,579 million (2019: \$1,356 million).

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36 Subsequent Events

- a) On 9 February 2021, ART announced that its wholly owned subsidiary has entered into a conditional sale and purchase agreement with an unrelated third party to divest, through the divestment of interests in Shanghai Xinwei Real Estate Development Co. (being the relevant target company), Somerset Xuhui Shanghai (being the relevant property) at an agreed aggregate value of the property of RMB1,050 million (approximately S\$216 million). The transaction has been completed as of the date of the financial statement.
- b) On 28 April 2021, Empress Investments Pte. Ltd. (“EIPL”), a subsidiary of the Group, entered into agreements to acquire 100% of the equity interest in two PRC companies that own and manage a hyperscale data centre campus located in Minhang, Shanghai, PRC (being the relevant target asset) for a cash consideration of approximately RMB3.66 billion. The Group’s wholly owned subsidiary, CapitaLand China Data Centre One Pte. Ltd. and CapitaLand’s wholly owned trust, CapitaLand Data Centre Trust are shareholders of EIPL, and own 80% and 20% respectively of the shares in EIPL. The acquisition will be funded by internal cashflow and external loans and is expected to be completed by the third quarter of FY2021, subject to fulfilment of certain conditions precedent.
- c) On 4 May 2021, Ascendas Fusion 5 Holding Pte. Ltd., a wholly owned subsidiary of the Group, entered into a share purchase agreement to divest its entire 75% interest in Ascendas Fusion 5 Pte. Ltd. which owns a property known as Galaxis in Singapore, to A-REIT, an associate of the Group, for a total consideration estimated to be S\$534 million. The transaction has been completed as of the date of the financial statement.
- d) On 27 May 2021, Ascendas (China) Pte Ltd (the “Purchaser”), a subsidiary of the Group, entered into a conditional equity transfer agreement (the “Agreement”) for the increase of its interest in DLSP – Ascendas Co., Ltd., which holds Dalian Ascendas IT Park located in Dalian High-Tech Industrial Zone, Dalian, PRC (the “Property”), from 50% to 100%. The acquisition is by way of acquiring the 50% interest (the “Acquired Interest”) held by its joint venture partner (the “Vendor”), at a cash consideration of RMB501 million (approximately S\$103 million). The transaction has been completed as of the date of the financial statement.

In connection with the acquisition, the Vendor has been granted a call option (the “Call Option”), which it may, subject to fulfilment of certain conditions, exercise on the date falling six months after the date of the Agreement, to repurchase the acquired interest. The Call Option is part of the negotiated structure of the overall acquisition, which is with a view to obtaining full control of the Property whilst providing the Vendor six months to settle certain of its internal affairs. If the Call Option is not exercised by the Vendor on the date due for its exercise, the Group would continue to have full control of the Property.

- e) On 16 June 2021, the Group’s subsidiaries, ART and The Ascott Limited (“Ascott”), announced that they will jointly invest and develop a freehold student accommodation asset located in South Carolina, USA for an expected total amount of US\$110 million (approximately S\$146 million). The joint investment and development will be funded by internal cashflow and external loans.
- f) On 28 June 2021, the Group entered into conditional agreements to divest partial stakes in a group of companies incorporated in PRC that own six Raffles City developments in PRC to an unrelated third party capital partner (the “RCCIV/Senning Transactions”). Details of the transactions are as follows:
- (1) The target companies are owned by Senning Property Ltd (“Senning”) and subsidiaries of Raffles City Income Ventures Limited (“RCCIV”). The Group currently holds a 55% stake in RCCIV and a 45% stake in Senning. RCCIV’s subsidiaries include Hua Qing Holdings Pte Ltd (“HQH”) which holds a 95% stake in the target company owning

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Raffles City Shanghai. RCCIV has a 58.8% interest in HQH. The remaining interest in HQH is held by two other shareholders, one of which will be exiting from HQH entirely (the "Exiting HQH Shareholder") and the other of which will be increasing its interest in HQH (the "Remaining HQH Shareholder"). The other shareholders of RCCIV and Senning respectively (collectively, the "Other Shareholders"), the Remaining HQH Shareholder and the Exiting HQH Shareholder are third parties unrelated to the Group, and are also parties to the conditional agreements relevant to each of them.

(2) The transaction consists of the following:

- (i) the divestment by RCCIV, Senning and HQH of part of their respective equity stakes in the target companies, such that the purchaser will acquire a 70% equity stake in each of Beijing Xinjie Real Estate Development Co., Ltd. ("RCB Co"), Raffles City Chengdu Co., Ltd. ("RCC Co"), Ningbo Xin Yin Property Development Co., Ltd. ("RCN Co"), Raffles City (Hangzhou) Real Estate Development Co., Ltd. ("RCH Co") and Shanghai Orient Overseas Kaixuan Real Estate Co., Ltd. (a subsidiary of Senning) ("RCCN Co"), as well as a 60% equity stake in Shanghai Hua Qing Real Estate Management Co., Ltd. ("RCS Co") ("Transaction Part 1"). The estimated aggregate cash consideration for this Transaction Part 1 is RMB29 billion (approximately S\$6 billion);
- (ii) RCCIV's sale of approximately 22.7% of its interest in HQH (the "HQH Interest") to the Remaining HQH Shareholder ("Transaction Part 2") together with the one of the shareholders of Exiting HQH Shareholder's sale of its entire interest in HQH to the Remaining HQH Shareholder. By increasing its interest in HQH, the Remaining HQH Shareholder's effective stake in RCS Co will remain unchanged at approximately 22.35% notwithstanding Transaction Part 1. The estimated cash consideration for Transaction Part 2 is S\$191 million; and
- (iii) the acquisition of all of the Other Shareholders' equity stakes in RCCIV and Senning (respectively, the "RCCIV Interest" and the "Senning Interest") by CapitaLand's subsidiaries ("Transaction Part 3"), which will result in RCCIV and Senning becoming wholly owned subsidiaries of CapitaLand and increase CapitaLand's interest in HQH, which is held through RCCIV. The completion of Transaction Part 3 will rebalance CapitaLand's stakes in the target companies to the range of 12.6% to 30%. The estimated cash consideration for the RCCM Interest and Senning Interest is US\$418 million (approximately S\$554 million) and S\$392 million respectively.

(3) Completion is expected to take place by the third quarter of 2021.

- g) On 1 July 2021, the Group will invest approximately JPY8 billion (or approximately S\$91 million) to fully acquire a freehold site and develop a four-storey modern logistics facility in Ibaraki City, Osaka, Japan. The site was acquired from Mitsui & Co. The logistics facility is expected to be completed in the third quarter of 2023. The investment and development will be funded by internal cashflow and external loans. The Group also completed the divestment of two retail malls, namely, Olinas Mall and Seiyu & Sundrug Higashimatsuyama, both located in Greater Tokyo, for a total of over approximately JPY42 billion (or approximately S\$520 million) to unrelated third parties.

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37 Adoption of New Accounting Standards

The Group has applied the following SFRS(I)s, amendments to and interpretations of SFRS(I) for the first time for the annual period beginning on 1 January 2020:

- Amendments to References to Conceptual Framework in SFRS(I) Standards
- Definition of a Business (Amendments to SFRS(I) 3)
- Definition of Material (Amendments to SFRS(I) 1-1 and SFRS(I) 1-8)

The Group applied the amendments relating to definition of a business to business combinations whose acquisition dates are on or after 1 January 2020 in assessing whether it had acquired a business or a group of assets. The details of accounting policy are set out in note 3.2.

The application of these amendments to standards and interpretations does not have a material effect on the financial statements.

The Group has early adopted *COVID-19-Related Rent Concessions – Amendment to SFRS(I) 16* issued on 28 May 2020. The amendment introduces an optional practical expedient for leases in which the Group is a lessee – i.e. for leases to which the Group applies the practical expedient, the Group is not required to assess whether eligible rent concessions that are a direct consequence of the COVID-19 pandemic are lease modifications. The Group has applied the amendment retrospectively. The amendment has no impact on the Group's revenue reserve at 1 January 2020. The details of accounting policy is set out in note 3.14.

Except for the adoption of *COVID-19-Related Rent Concessions – Amendment to SFRS(I) 16*, the Group has not early adopted the new standards, interpretations and amendments to standards (collectively, "Changes") which are effective for annual periods beginning after 1 January 2020, in preparing these combined financial statements. These Changes are not expected to have a significant impact on the Group's financial statements.

38 Non-controlling interests

The following subsidiary of the Group has material non-controlling interests (NCI):

Name of Entity	Principal place of business	Effective interest held by NCI	
		2020 %	2019 %
Ascott Residence Trust ¹	Asia Pacific, Europe and United States of America	59.4	59.9

¹ Indirectly held through The Ascott Limited. Audited by KPMG LLP Singapore

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

The following table summarises the financial information of ART, based on its consolidated financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Group's accounting policies. The information is before inter-company eliminations with other entities in the Group.

	ART Group \$'M	Other subsidiaries with individually immaterial NCI \$'M	Total \$'M
31 December 2020			
Revenue	370		
Loss after tax	(225)		
Other comprehensive income	61		
Total comprehensive income	<u>(164)</u>		
Attributable to NCI:			
- (Loss)/Profit	(135)	21	(114)
- Total comprehensive income	<u>(99)</u>	<u>(38)</u>	<u>(61)</u>
Current assets	622		
Non-current assets	6,542		
Current liabilities	(538)		
Non-current liabilities	<u>(2,584)</u>		
Net assets	4,042		
Net assets attributable to NCI	<u>2,594</u>	<u>869</u>	<u>3,463</u>
Cash flows from:			
- Operating activities	74		
- Investing activities	296		
- Financing activities ¹	<u>(166)</u>		
Net increase in cash and cash equivalents	<u>204</u>		
¹ Includes dividends paid to NCI	(83)		

**NOTES TO THE COMBINED FINANCIAL STATEMENTS
FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2020 AND 2019**

	ART Group \$'M	Other subsidiaries with individually immaterial NCI \$'M	Total \$'M
31 December 2019			
Revenue	515		
Profit after tax	216		
Other comprehensive income	(34)		
Total comprehensive income	<u>183</u>		
Attributable to NCI:			
- Profit	120	184	304
- Total comprehensive income	101	158	259
Current assets	595		
Non-current assets	6,828		
Current liabilities	(565)		
Non-current liabilities	(2,515)		
Net assets	<u>4,343</u>		
Net assets attributable to NCI	2,794	775	3,569
Cash flows from:			
- Operating activities	229		
- Investing activities	259		
- Financing activities ¹	(440)		
Net increase in cash and cash equivalents	<u>48</u>		
¹ Includes dividends paid to NCI	(92)		

ART is regulated by the Monetary Authority of Singapore and is supervised by the Singapore Exchange Securities Trading Limited for compliance with the Singapore Listing Rules. Under the regulatory framework, transactions between the Group and ART are either subject to review by ART's trustee and significant transactions must be approved by a majority of votes by the remaining holders of units in ART at a meeting of unitholders.

Report on review of Condensed Interim Financial Information

The Board of Directors
CapitaLand Investment Limited
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

Introduction

We have reviewed the accompanying condensed interim combined balance sheet of CapitaLand Investment Limited (“the Company”) and its subsidiaries (“the Group”) as at 31 March 2021, the condensed interim combined income statement, statements of comprehensive income, changes in equity and cash flows for the three-month period then ended and certain explanatory notes (the Condensed Interim Financial Information). Management is responsible for the preparation and presentation of this Condensed Interim Financial Information in accordance with Singapore Financial Reporting Standard (International) (“SFRS(I)”) 1-34 *Interim Financial Reporting* and International Accounting Standard (“IAS”) 34 *Interim Financial Reporting*. Our responsibility is to express a conclusion on this Condensed Interim Financial Information based on our review.

Scope of review

We conducted our review in accordance with the Singapore Standard on Review Engagements 2410 *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Singapore Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Condensed Interim Financial Information for the three-month period ended 31 March 2021 is not prepared, in all material respects, in accordance with SFRS(I) 1-34 *Interim Financial Reporting* and IAS 34 *Interim Financial Reporting*.

Other matter

The Condensed Interim Financial Information for the comparative three-month period ended 31 March 2020 has not been audited or reviewed.

Restriction on distribution and use

Our report is provided in accordance with the terms of our engagement. Our work was undertaken so that we might report to you on the Condensed Interim Financial Information for the purpose of inclusion in the introductory document prepared in relation to the proposed listing and quotation of all the issued ordinary shares in the capital of the Company on the Singapore Exchange Securities Trading Limited by way of an introduction and complying with the requirements of Rule 25 of Singapore Code of Take-Overs and Mergers with respect to Condensed Interim Financial Information, and for no other purpose. We do not assume responsibility to anyone other than Company for our work, for our report, or for the conclusions we have reached in our report.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
17 July 2021

**CONDENSED INTERIM COMBINED BALANCE SHEET
AS AT 31 MARCH 2021**

	Note	31 March 2021 \$'M	31 December 2020 \$'M
Non-current assets			
Property, plant and equipment		1,107	1,096
Intangible assets		1,009	1,006
Investment properties	8	16,234	15,852
Associates		11,042	10,908
Joint ventures		2,313	2,290
Deferred tax assets		65	58
Other non-current assets		523	770
		32,293	31,980
Current assets			
Development properties for sale and stocks		212	211
Trade and other receivables		4,349	4,258
Other current assets		2	6
Assets held for sale		32	32
Cash and cash equivalents		1,638	1,736
		6,233	6,243
Less: current liabilities			
Trade and other payables		6,107	5,513
Contract liabilities		*	*
Short term borrowings	11	915	1,132
Current portion of debt securities	12	–	22
Current tax payable		417	470
		7,439	7,137
Net current liabilities		(1,206)	(894)
Less: non-current liabilities			
Long term borrowings	11	6,117	6,049
Debt securities	12	1,403	1,263
Deferred tax liabilities		462	464
Other non-current liabilities		7,089	7,576
		15,071	15,352
Net assets		16,016	15,734
Representing:			
Share capital		7,926	7,926
Revenue reserve		9,098	8,916
Other reserves		(4,888)	(4,967)
Equity attributable to owners of the Company		12,136	11,875
Perpetual securities		397	396
Non-controlling interests		3,483	3,463
Total equity		16,016	15,734

* Less than \$1 million

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED INCOME STATEMENT
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Note	Three-month period ended	
		31 March 2021	31 March 2020
		\$'M	\$'M
Revenue	5	516	578
Cost of sales		(243)	(309)
Gross profit		273	269
Other operating income	6(a)	60	37
Administrative expenses	6(b)	(123)	(127)
Other operating expenses	6(c)	(3)	*
Profit from operations		207	179
Finance costs		(92)	(87)
Share of results (net of tax) of:			
- associates		113	111
- joint ventures		18	18
		131	129
Profit before tax		246	221
Tax expense	7	(30)	(33)
Profit for the period		216	188
Attributable to:			
Owners of the Company		190	163
Non-controlling interests		26	25
Profit for the period		216	188
Basic and diluted earnings per share (cents) ¹		6.8	5.9

* Less than \$1 million

¹ Based on weighted average number of shares of 2,807,623,000 for the three-month period ended 31 March 2021 and 2,772,200,000 for the three-month period ended 31 March 2020.

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENT OF COMPREHENSIVE
INCOME FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Three-month period ended	
	31 March 2021	31 March 2020
	\$'M	\$'M
Profit for the period	216	188
Other comprehensive income:		
<i>Items that may be reclassified subsequently to profit or loss</i>		
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations	(21)	262
Effective portion of change in fair value of cash flow hedges	*	(28)
Share of other comprehensive income of associates and joint ventures	127	10
Recognition of hedging reserve in profit or loss	2	-
<i>Items that will not be reclassified subsequently to profit or loss</i>		
Change in fair value of equity investments at fair value through other comprehensive income	20	12
Total other comprehensive income for the period, net of tax	<u>128</u>	<u>256</u>
Total comprehensive income for the period	<u><u>344</u></u>	<u><u>444</u></u>
Attributable to:		
Owners of the Company	281	397
Non-controlling interests	63	47
Total comprehensive income for the period	<u><u>344</u></u>	<u><u>444</u></u>

* Less than \$1 million

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total \$'M	Perpetual securities \$'M	Non- controlling interests \$'M	Total equity \$'M
Three-month period ended 31 March 2021	7,926	8,916	(4,756)	(1,10)	52	6	(159)	11,875	396	3,463	15,734
At 1 January 2021	—	190	—	—	—	—	—	190	—	26	216
Total comprehensive income Profit for the period	—	—	—	—	—	—	—	—	—	—	—
Other comprehensive income Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations	—	—	—	—	—	—	(53)	(53)	—	32	(21)
Effective portion of change in fair value of cash flow hedges	—	—	—	—	*	—	*	*	—	—	*
Share of other comprehensive income of associates and joint ventures	—	—	—	*	—	—	125	125	—	2	127
Recognition of hedging reserve in profit or loss	—	—	—	2	—	—	—	2	—	—	2
Change in fair value of equity investment at fair value through other comprehensive income	—	—	—	17	—	—	—	17	—	3	20
Total other comprehensive income, net of tax	—	—	—	19	*	—	72	91	—	37	128
Total comprehensive income	—	190	—	19	*	—	72	281	—	63	344
Transactions with owners, recorded directly in equity Contributions by and distributions to owners Contributions from non-controlling interests (net)	—	—	—	—	—	—	—	—	—	3	3
Dividends paid/payable	—	(4)	—	—	—	—	—	(4)	—	(45)	(49)
Distribution attributable to perpetual securities	—	(2)	—	—	—	—	—	(2)	4	(2)	—
Distribution paid to perpetual securities	—	—	—	—	—	—	—	—	(3)	1	(3)
Share-based payments	—	—	1	—	—	—	—	1	—	—	2
Total contributions by and distributions to owners	—	(6)	1	—	—	—	—	(5)	1	(43)	(47)

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

Three-month period ended 31 March 2021	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign Currency translation reserve \$'M	Total securities interests \$'M	Non- controlling interests \$'M	Total equity \$'M
	-	(3)	-	-	-	-	-	-	-	(3)
	-	1	(13)	-	-	-	-	-	-	(12)
	-	(2)	(13)	-	-	-	-	-	-	(15)
	-	(8)	(12)	-	-	-	-	-	-	(20)
	7,926	9,098	(4,768)	(91)	52	6	(87)	12,136	397	16,016

**Changes in ownership interests
in subsidiaries and other capital transactions**
Changes in ownership interests in
subsidiaries with no change in control
Others
**Total changes in ownership interests
in subsidiaries and other capital transactions**
**Total transactions with owners
At 31 March 2021**

* Less than \$1 million

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total securities \$'M	Perpetual securities \$'M	Non-controlling interests \$'M	Total equity \$'M
Three-month period ended 31 March 2020	7,826	10,202	(4,792)	(77)	82	6	(636)	12,611	396	3,569	16,576
At 1 January 2020	—	163	—	—	—	—	—	163	—	25	188
Total comprehensive income											
Profit for the period											
Other comprehensive income											
Exchange differences arising from translation of foreign operations and foreign currency loans forming part of net investment in foreign operations							238	238		24	262
Effective portion of change in fair value of cash flow hedges				(26)				(26)		(2)	(28)
Share of other comprehensive income of associates and joint ventures				(15)	(19)		44	10		*	10
Change in fair value of equity investment at fair value through other comprehensive income					12			12			12
Total other comprehensive income											
Total comprehensive income											
Income, net of tax											
								234		22	256
								397		47	444
Transactions with owners, recorded directly in equity											
Contributions by and distributions to owners											
Contributions from non-controlling interests (net)										24	24
Dividends paid/payable		(71)						(71)		(76)	(147)
Distribution attributable to perpetual securities		(2)						(2)	4	(2)	
Distribution paid to perpetual securities									(3)		(3)
Share-based payments										1	1
Total contributions by and distributions to owners		(73)	*					(73)	1	(53)	(125)

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENT OF CHANGES IN EQUITY
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

Three-month period ended 31 March 2020	Share capital \$'M	Revenue reserve \$'M	Capital and other reserve \$'M	Hedging reserve \$'M	Fair value reserve \$'M	Asset revaluation reserve \$'M	Foreign currency translation reserve \$'M	Total securities interests \$'M	Perpetual controlling interests \$'M	Non- controlling interests \$'M	Total equity \$'M
Changes in ownership interests in subsidiaries and other capital transactions											
Changes in ownership interests in subsidiaries with a change in control		(2)						(2)		8	6
Changes in ownership interests in subsidiaries with no change in control		18		*	*			18		*	18
Others		4						4			4
Total changes in ownership interests in subsidiaries and other capital transactions		20	*	*	*			20		8	28
Total transactions with owners		(53)	*	*	*			(53)	1	(45)	(97)
At 31 March 2020	7,826	10,312	(4,792)	(118)	75	6	(354)	12,955	397	3,571	16,923

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENTS OF CASH FLOWS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021 AND 31 MARCH 2020**

		Three-month period ended	
	Note	31 March 2021 \$'M	31 March 2020 \$'M
Cash flows from operating activities			
Profit for the period		216	188
Adjustments for:			
Allowance for/(Write-back of) impairment loss on receivables		4	(2)
Amortisation of intangible assets	6(b)	7	4
Depreciation of property, plant and equipment and right-of-use assets		33	28
Dividend income	6(a)	(3)	(2)
Finance costs		92	87
Interest income	6(a)	(8)	(12)
Share of results of associates and joint ventures		(131)	(129)
Share-based expenses		2	2
Tax expense	7	30	33
		<u>26</u>	<u>9</u>
Operating profit before working capital changes		242	197
Changes in working capital:			
Trade and other receivables		(72)	(47)
Development properties for sale		(1)	(6)
Trade and other payables		125	(92)
		<u>52</u>	<u>(145)</u>
Cash generated from operations		294	52
Taxation paid		(89)	(16)
Net cash generated from operating activities		205	36
Cash flows from investing activities			
Acquisition/Development expenditure of investment properties		(142)	(141)
Acquisition of subsidiaries, net of cash acquired		–	(222)
Dividends received from associates and joint ventures		66	57
Interest income received		14	13
Investments in associates, joint ventures and other investments		(299)	(50)
Proceeds from disposal of other financial assets		255	2
Purchase of intangible assets and property, plant and equipment		(7)	(14)
Settlement of hedging instruments		(1)	–
Net cash used in investing activities		(114)	(355)

The accompanying notes form an integral part of these financial statements.

**CONDENSED INTERIM COMBINED STATEMENTS OF CASH FLOWS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021 AND 31 MARCH 2020**

	Three-month period ended	
	31 March 2021 \$'M	31 March 2020 \$'M
Cash flows from financing activities		
Contributions from non-controlling interests	3	24
Dividends paid to non-controlling interests	(45)	(76)
Distributions to perpetual securities holders	(3)	(3)
Dividends paid to shareholders	(4)	(71)
Interest expense paid	(68)	(77)
Loans (to)/from associates and joint ventures	(5)	10
Loans (to)/from related companies	(52)	270
Proceeds from bank borrowings	174	283
Proceeds from issuance of debt securities	145	–
Repayments of lease liabilities	(23)	(19)
Repayments of bank borrowings	(285)	(76)
Repayments of debt securities	(21)	(5)
Decrease in bank deposits pledged for bank facilities	11	3
Net cash (used in)/generated from financing activities	(173)	263
Net decrease in cash and cash equivalents	(82)	(56)
Cash and cash equivalents at beginning of the year	1,678	1,354
Effect of exchange rate changes on cash balances held in foreign currencies	(6)	21
Cash and cash equivalents at end of the period	1,590	1,319
Restricted bank deposits	48	63
Cash and cash equivalents in the Balance Sheet	1,638	1,382

The accompanying notes form an integral part of these financial statements.

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

1 Domicile and activities

The Company was incorporated in the Republic of Singapore and has its registered office at 168 Robinson Road, #30-01, Capital Tower, Singapore 068912.

The Company's immediate and ultimate holding companies are CapitalLand Limited and Temasek Holdings (Private) Limited respectively. Both companies are incorporated in the Republic of Singapore.

The principal activities of the Company are those relating to investment holding and provision of consultancy services as well as being the corporate headquarters which gives direction, provides management support services and integrates the activities of its subsidiaries.

The condensed interim combined financial statements relate to the Company and its subsidiaries (the Group) and the Group's interests in associates and joint ventures.

2 Summary of Significant Accounting Policies

2.1 Basis of preparation

The condensed interim combined financial statements for the three-month period ended 31 March 2021 have been prepared in accordance with Singapore Financial Reporting Standard (International) ("SFRS(I)") 1-34 *Interim Financial Reporting* and International Accounting Standard 34 *Interim Financial Reporting* and should be read in conjunction with the Group's combined financial statements as at and for the year ended 31 December 2020. SFRS(I) are issued by the Accounting Standards Council and comprise standards and interpretations that are equivalent to International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standard Board ("IASB"). The condensed interim combined financial statements do not include all the information required for a complete set of financial statements. However, selected explanatory notes are included to explain events and transactions that are significant to an understanding of the changes in the Group's financial position and performance of the Group since the last annual combined financial statements for the year ended 31 December 2020. The condensed interim combined financial statements for the comparative three-month period ended 31 March 2020 has not been audited or reviewed.

Notwithstanding that the Group has recorded a deficiency in net current assets of \$1,206 million as at 31 March 2021, the combined financial statements for the three-month period ended 31 March 2021 have been prepared on a going concern basis (which has assumed that the Group will be able to discharge its liabilities including the mandatory repayment terms of the borrowings and debt securities, as and when they fall due). This is because the Group has secured credit facilities commitment from financial institutions to enable the Group to continue its operations and meet its obligations as and when they fall due.

NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021

The accounting policies applied are consistent with those disclosed in the Group's combined financial statements as at and for the year ended 31 December 2020 which were prepared in accordance with SFRS(I)s and IFRSs. The Group adopted various new and amended accounting standards which are effective from 1 January 2021. The adoption of these new and amended accounting standards did not have a material effect on the financial statements.

The condensed interim combined financial statements are presented in Singapore Dollars, which is the Company's functional currency. All financial information presented in Singapore Dollars have been rounded to the nearest million, unless otherwise stated.

2.2 Use of judgement and estimates

The preparation of the financial statements in conformity with SFRS(I) and IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

The significant judgements made by management in applying the Group's accounting policies and the key sources of estimation uncertainty were the same as those described in the Group's combined financial statements as at and for the year ended 31 December 2020.

The accounting policies set out below have been applied consistently by the Group entities to all periods presented in these financial statements.

3 Seasonal operations

The Group's businesses are not affected significantly by seasonal or cyclical factors during the financial period except for the lodging business. The Group's lodging business is subject to domestic and international economic conditions and seasonality factors. In addition, the adverse development on travel and tourism in the countries which the Group operates its lodging business, could materially and adversely affect the Group's lodging business, financial conditions and results of operations.

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

4 Operating segments

	Fee Income- related Business \$'M	Real Estate Investments and Others \$'M	Corporate and Others Elimination \$'M	Total \$'M
Operating Segment – 31 March 2021				
Revenue:				
External revenue	188	309	19	516
Inter-segment revenue	35	7	(82)	-
Total revenue	223	316	(82)	516
Segmental results:				
Company and subsidiaries	92	153	2	247
Associates	-	113	-	113
Joint ventures	-	18	-	18
Earnings before interest, tax, depreciation and amortisation				
Depreciation and amortisation	92	284	2	378
Finance costs				(40)
Tax expense				(92)
Profit for the period				(30)
				216
Segment assets as at 31 March 2021	1,884	36,210	7,042	(6,610)
Segment liabilities as at 31 March 2021	623	19,318	2,569	-
				38,526
				22,510

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Fee Income- related Business \$'M	Real Estate Investments and Others \$'M	Corporate and Others Elimination \$'M	Total \$'M
Operating Segment – 31 March 2020				
Revenue:				
External revenue	164	399	15	578
Inter-segment revenue	40	3	44	(87)
Total revenue	204	402	59	(87)
				578
Segmental results:				
Company and subsidiaries	77	133	1	211
Associates	-	111	-	111
Joint ventures	(3)	21	-	18
Earnings before interest, tax, depreciation and amortisation	74	265	1	340
Depreciation and amortisation				(32)
Finance costs				(87)
Tax expense				(33)
Profit for the period				188
Segment assets as at 31 December 2020	1,740	36,057	7,036	(6,610)
Segment liabilities as at 31 December 2020	586	19,842	2,061	-

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

5 Revenue

(a) Revenue of the Group is analysed as follows:

	Three-month period ended	
	31 March 2021	31 March 2020
	\$'M	\$'M
Revenue from contract with customers – fee-based revenue	204	175
Rental of investment properties:		
- Retail, office, business park, industrial and logistics rental and related income	153	155
- Lodging properties rental and related income	157	244
Others	2	4
	516	578
	516	578

(b) Disaggregation of revenue from contracts with customers is as follow:

	Three-month period ended	
	31 March 2021	31 March 2020
	\$'M	\$'M
Fee Income:		
Primary segments		
Fee income-related business	185	161
Corporate and others	19	14
	204	175
	204	175
Secondary segments		
Singapore	89	87
China ¹	73	57
Other developed markets	20	8
Other emerging markets	22	23
	204	175
	204	175
 ¹ Includes Hong Kong		
Timing of revenue recognition		
Products and services transferred over time	204	175
	204	175
	204	175

NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021

6 Profit Before Tax

Profit before tax includes the following:

	Three-month period ended	
	31 March 2021	31 March 2020
	\$'M	\$'M
a. Other operating income includes:		
Interest income	8	12
Dividend income	3	2
Foreign exchange gain	18	15
Income from pre-termination of contracts	4	1
Forfeiture of security deposits	10	*
Government grants	11	-
	<u>11</u>	<u>-</u>
b. Administrative expenses include:		
Allowance for impairment loss on trade receivables	2	*
Amortisation of intangible assets	7	4
Depreciation of property, plant and equipment	18	19
Depreciation of right-of-use assets	15	9
	<u>15</u>	<u>9</u>
c. Other operating expenses include:		
Allowance / (Write back) for impairment loss on non-trade receivables	2	(2)
	<u>2</u>	<u>(2)</u>

* Less than \$1 million

7 Tax Expense

	Three-month period ended	
	31 March 2021	31 March 2020
	\$'M	\$'M
Current tax expense	32	23
Deferred (income)/tax expense	(7)	2
Withholding tax	5	8
	<u>30</u>	<u>33</u>

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

In June 2021, the Group's subsidiary, CMMT Investments Limited, was notified by the Inland Revenue Board of Malaysia (the "Tax Authority") that it had completed a tax audit review on one of the subsidiaries, and has found that certain claims in respect of certain interest payments made to the subsidiary's holding company outside of the relevant jurisdiction for the years of assessment 2011 to 2018 are subject to withholding tax and not permitted tax deductions and that accordingly, the subsidiary is assessed to pay additional taxes and penalties amounting approximately \$40 million in total (the "Tax Claim"). In this regard, the Tax Authority has issued notices of additional assessment for the Tax Claim. The Group has obtained a legal opinion from the tax and legal advisers in the relevant jurisdiction, that (a) the subsidiary should fall within an exemption order under the relevant taxation law applicable to the subsidiary, which would exempt the subsidiary from paying any withholding tax for the said years of assessment and that, accordingly, the subsidiary should not be denied a deduction on the interest expense incurred; and (b) as the income tax legislation in the relevant jurisdiction provides that the Tax Authority may make an assessment or additional assessment only within the preceding five years, any assessment with respect to the years of assessment 2015 and prior years would be time-barred. The subsidiary has filed an application for a judicial review and a stay order with respect to the Tax Claim. The application for the judicial review is to seek, on the basis of the foregoing, to challenge and set aside the position by the Tax Authority that the Tax Claim is payable. In the event that the stay order is granted, the subsidiary will not be required to make any payment for the Tax Claim pending a hearing and a decision by the relevant court. No provision has been made in the combined financial statements for the Tax Claim due to the underlying uncertainties.

8 Investment Properties

	31 March 2021 \$'M	31 December 2020 \$'M
At 1 January	15,852	16,256
Acquisition of subsidiaries	–	223
Disposal of subsidiaries	–	(245)
Additions	399	244
Disposals	–	(311)
Reclassification from assets held for sale	–	61
Reclassification from property, plant and equipment	–	4
Changes in fair value	–	(698)
Translation differences	(17)	318
At 31 March and 31 December	<u>16,234</u>	<u>15,852</u>

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

- (a) Investment properties, which include those in the course of development, are stated at fair value based on independent professional valuations or internal valuations. The fair values are based on open market values, being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction wherein the parties had each acted knowledgeably and without compulsion. In determining the fair value, the valuers have used valuation techniques which involve certain estimates. The key assumptions used to determine the fair value of investment properties include market-corroborated capitalisation rate, terminal yield rate, discount rate, comparable market price and occupancy rate. The carrying amounts of the investment properties as at 31 March 2021 were assessed by management, taking into account the confirmations from the independent valuers that are based on requested updated property information for the principal properties in the Group. Up to 31 March 2021, the value of the relevant properties would not be materially different from the relevant valuations conducted by them as at 31 December 2020.

The carrying amounts of the investment properties as at 31 December 2020, were based on valuations performed by the independent external valuers. The valuers had considered valuation techniques including the direct comparison method, capitalisation approach, discounted cash flows and residual method in arriving at the open market value as at the balance sheet date. The direct comparison method involves the analysis of comparable sales of similar properties and adjusting the sale prices to that reflective of the investment properties. The capitalisation approach capitalises an income stream into a present value using revenue multipliers or single-year capitalisation rates. The discounted cash flow method involves the estimation and projection of an income stream over a period and discounting the income stream with an internal rate of return to arrive at the market value. In the residual method of valuation, the total gross development costs and developer's profit are deducted from the gross development value to arrive at the residual value of land. The gross development value is the estimated value of the property assuming satisfactory completion of the development as at the date of valuation.

The outbreak of the COVID-19 pandemic has impacted market activity in many property sectors in the countries that the Group operates in. As the impact of COVID-19 is fluid and evolving, significant market uncertainty exists. Consequently, the valuations of certain investment properties are currently subject to material valuation uncertainty. The carrying amounts of the investment properties were current as at 31 March 2021 only. Values may change more rapidly and significantly than during normal market conditions. In relying on the valuation reports and confirmations, management has exercised its judgement and is satisfied that the valuation methods and estimates are reflective of current market conditions.

9 Financial Assets and Financial Liabilities

During the three-month period ended 31 March 2021, the Group had restructured its interest in an equity investment at FVTPL in Japan with a carrying value of \$255 million. Following the restructuring, the Group accounted for this investment as a jointly controlled operation and accordingly, the Group had proportionately consolidated the investment with effect from March 2021.

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

10 Fair Value Of Assets And Liabilities
(a) Accounting classification and fair values

The table does not include fair value information of financial assets and liabilities not measured at fair value if the carrying amount is a reasonable approximation of fair value.

	Fair value - hedging instruments Note instruments \$'M	FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Total \$'M	Level 1 \$'M	Level 2 \$'M	Level 3 \$'M	Total \$'M
	<----- Fair value ----->								
31 March 2021									
Financial assets measured at fair value									
Equity investments at									
FVTPL	-	-	77	-	77	3	-	74	77
Equity investments at FVOCI	-	64	-	-	64	64	-	-	64
Derivative financial instruments	16	-	-	-	16	-	16	-	16
	16	64	77	-	157				
Financial assets not measured at fair value									
Other non-current assets	-	-	-	365	365				
Loans due from associates	-	-	-	2	2				
Loans due from joint ventures	-	-	-	447	447				
Trade and other receivables	-	-	-	4,294	4,294				
Cash and cash equivalents	-	-	-	1,638	1,638				
	-	-	-	6,746	6,746				

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Fair value - hedging instruments \$'M	FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Total \$'M		Level 1 \$'M	Level 2 \$'M	Level 3 \$'M	Total \$'M
	←----- Fairvalue ----->									
31 March 2021										
Financial liabilities measured at fair value										
Derivative financial instruments	(69)	—	—	—	(69)		—	(69)	—	(69)
	(69)	—	—	—	(69)					(69)
Financial liabilities not measured at fair value										
Other non-current liabilities [#]	—	—	—	(7,002)	(7,002)		—	—	(6,996)	(6,996)
Bank borrowings [^]	—	—	—	(6,291)	(6,291)		—	(6,301)	—	(6,301)
Debt securities	—	—	—	(1,403)	(1,403)		—	(1,442)	—	(1,442)
Trade and other payables [#]	—	—	—	(5,899)	(5,899)		—	—	—	—
	—	—	—	(20,595)	(20,595)					

[#] Excludes liability for employee benefits, derivative liabilities and deferred income

[^] Excludes lease liability.

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	----- Fairvalue ----->						
	Fair value - hedging instruments \$'M	FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Total \$'M		
						Level 1 \$'M	
						Level 2 \$'M	
						Level 3 \$'M	
						Total \$'M	
31 December 2020							
Financial assets measured at fair value							
Equity investments at FVTPL	—	—	332	—	332	3	332
Equity investments at FVOCI	—	64	—	—	64	64	64
Derivative financial instruments	11	—	—	—	11	—	11
	11	64	332	—	407	—	407
Financial assets not measured at fair value							
Other non-current assets	—	—	—	365	365	—	365
Loans due from associates	—	—	—	2	2	—	2
Loans due from joint ventures	—	—	—	457	457	—	457
Trade and other receivables	—	—	—	4,209	4,209	—	4,209
Cash and cash equivalents	—	—	—	1,736	1,736	—	1,736
	—	—	—	6,769	6,769	—	6,769

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Fair value - hedging instruments \$'M	Fairvalue ----->					Total \$'M	
		FVOCI \$'M	FVTPL \$'M	Amortised Cost \$'M	Level 1 \$'M	Level 2 \$'M		Level 3 \$'M
31 December 2020								
Financial liabilities measured at fair value								
Derivative financial instruments	(96)	—	—	—	—	(96)	—	(96)
	(96)	—	—	—	—	(96)	—	(96)
Financial liabilities not measured at fair value								
Other non-current liabilities#	—	—	—	(7,462)	—	—	—	(7,462)
Bank borrowings^	—	—	—	(6,433)	—	—	(6,446)	(7,451)
Debt securities	—	—	—	(1,285)	—	—	(1,299)	(6,446)
Trade and other payables#	—	—	—	(5,277)	—	—	—	(1,299)
	—	—	—	(20,457)	—	—	—	(20,457)

Excludes liability for employee benefits, derivative liabilities and deferred income

^ Excludes lease liability.

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

(b) Level 3 fair value measurements

(i) Reconciliation of Level 3 fair value

The movements of financial assets classified under Level 3 and measured at fair value are presented as follows:

	Equity investments at FVTPL \$'M
2021	
At 1 January 2021	329
Disposal	<u>(255)</u>
At 31 March 2021	<u><u>74</u></u>
	Equity investments at FVTPL \$'M
2020	
At 1 January 2020	334
Additions	1
Disposals	–
Reclassification to investment property	–
Changes in fair value recognised in profit or loss	(13)
Translation differences	<u>7</u>
At 31 December 2020	<u><u>329</u></u>

(ii) Valuation techniques and significant unobservable inputs

The following table shows the valuation techniques used in measuring significant Level 3 fair values, as well as the significant unobservable inputs used.

Type	Valuation method	Key Unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Equity investment at FVTPL	Discounted cash flow method	- Discount rate: nil* (2020: 3.5%) - Terminal yield rate: nil* (2020: 3.8%)	The estimated fair value increases with lower discount rate and terminal yield rate.

* Equity investment at FVTPL was disposed during the three-month ended 31 March 2021.

NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021

Type	Valuation methods	Key unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Equity investments at FVTPL	Income approach	- Enterprise value/ Revenue multiple of comparable companies: 2.8x to 7.3x (31 December 2020: 2.8x to 7.3x) Volatility of comparable companies: 55% (31 December 2020: 55%)	The estimated fair value increases with higher revenue multiple and varies inversely against volatility.
Equity investments at FVTPL	Income approach	- Discount rate: 13% (31 December 2020: 13%) - Terminal growth rate: 2% (31 December 2020: 2%)	The estimated fair value increases with lower discount rate and higher terminal growth rate.

11 Borrowings

	31 March 2021 \$'M	31 December 2020 \$'M
Bank borrowings		
- secured	5,017	5,209
- unsecured	1,274	1,224
	<u>6,291</u>	<u>6,433</u>
Lease liabilities	741	748
	<u>7,032</u>	<u>7,181</u>
Repayable:		
Not later than 1 year	915	1,132
Between 1 and 5 years	4,740	4,620
After 5 years	1,377	1,429
After 1 year	6,117	6,049
	<u>7,032</u>	<u>7,181</u>

**NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

Movement in borrowings during the period are as follows:

	2021 \$'M
At 1 January 2021	7,181
Repayments of bank borrowings and lease liabilities	(308)
Proceeds from bank borrowings	174
Translation differences	(24)
Others	9
At 31 March 2021	<u>7,032</u>

12 Debt Securities

	31 March 2021 \$'M	31 December 2020 \$'M
Secured notes and bonds	381	259
Unsecured notes and bonds	1,022	1,026
	<u>1,403</u>	<u>1,285</u>
Repayable:		
Not later than 1 year	–	22
Between 1 and 5 years	1,403	1,263
	<u>1,403</u>	<u>1,285</u>

Movement during the period are as follows:

	2021 \$'M
At 1 January 2021	1,285
Repayments of debt securities	(21)
Proceeds from issuance of debt securities	145
Translation differences	(6)
At 31 March 2021	<u>1,403</u>

NOTES TO THE CONDENSED INTERIM COMBINED FINANCIAL STATEMENTS
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2021

13 Significant Related Party Transactions

In addition to the related party information disclosed elsewhere in the financial statements, there were significant related party transactions which were carried out in the normal course of business on terms agreed between the parties as follows:

	Three-month period ended	
	31 March 2021	31 March 2020
	\$'M	\$'M
Immediate holding company		
Management fee expenses	(10)	(12)
	<u>(10)</u>	<u>(12)</u>
Fellow subsidiaries under the immediate holding company		
Management fee income	6	7
Management fee expenses	(15)	(14)
Finance costs	(36)	(29)
	<u>(45)</u>	<u>(36)</u>
Associates and joint ventures		
Management fee income	99	91
Acquisition and divestment fees, accounting service fee, marketing income and other fees	48	27
	<u>147</u>	<u>118</u>

14 Acquisition / Disposal of Subsidiaries, Net of Cash Acquired

There were no acquisition or disposal of significant subsidiaries in the three-month period ended 31 March 2021.

15 Subsequent Events

There are no subsequent events other than those disclosed in the Group's combined financial statements for the financial year ended 31 December 2020.

KPMG LLP
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Telephone +65 6213 3388
Fax +65 6225 0984
Internet kpmg.com.sg

The Board of Directors
CapitaLand Investment Limited
168 Robinson Road
#30-01 Capital Tower
Singapore 068912

Report on the compilation of unaudited pro forma financial information for the financial year ended 31 December 2020 and the three-month period ended 31 March 2021

We have completed our assurance engagement to report on the compilation of pro forma financial information of CapitaLand Investment Limited (formerly known as CapitaLand Financial Limited) (the “Company”) prepared by management. The pro forma financial information of the Company and its subsidiaries (the “Pro Forma Group”) consists of the unaudited pro forma balance sheets as at 31 December 2020 and 31 March 2021, the unaudited pro forma income statements, pro forma statements of comprehensive income and the pro forma statements of cash flows for the year ended 31 December 2020 and the three-month period ended 31 March 2021, and related notes (the “Unaudited Pro Forma Financial Information”) as set out on pages F-5 to F-51 of the introductory document (the “Introductory Document”) to be issued in relation to the proposed listing and quotation of all the issued ordinary shares in the capital of the Company on the Singapore Exchange Securities Trading Limited by way of an introduction (the “Introduction”). The Unaudited Pro Forma Financial Information has been prepared for illustrative purposes only and are based on certain assumptions, after making certain adjustments. The applicable criteria (the “Criteria”) on the basis of which management has compiled the pro forma financial information are described in Sections 3 and 4.

CapitaLand Limited (“CL”), the immediate holding company of the Company, together with CLA Real Estate Holdings Pte. Ltd., the immediate holding company of CL, are proposing to undertake a scheme of arrangement pursuant to Section 210 of the Companies Act to restructure the business of CL and its subsidiaries (“CapitaLand Group”) which involves consolidating the CapitaLand Group’s investment management platforms, as well as its lodging business, into the Pro Forma Group, while placing the real estate development business of the CapitaLand Group under private ownership (the “Internal Restructuring”). The Unaudited Pro Forma Financial Information has been compiled by management to illustrate the impact of the following transactions arising from the Internal Restructuring (the “Events”, set out in Note 4) on the Pro Forma Group’s financial position as at 31 December 2020 and 31 March 2021, as if the Events had taken place on 31 December 2020 and 31 March 2021 respectively, and on the Pro Forma Group’s financial performance and cash flows for the year ended 31 December 2020 and the three-month period ended 31 March 2021, as if the Events had taken place on 1 January 2020:

- (a) transaction costs incurred arising from the Internal Restructuring and the listing of all the issued ordinary shares in the capital of the Company on the Singapore Exchange Securities Trading Limited by way of an introduction;

KPMG LLP (Registration No. T08LL1267L), an accounting limited liability partnership registered in Singapore under the Limited Liability Partnership Act (Chapter 163A) and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

- (b) capitalisation of certain loans extended by/to CapitaLand Group and novated to the Pro Forma Group; and
- (c) significant acquisitions and disposals of assets, entities and businesses between 1 January 2020 and date of this report;

The dates on which the Events described above are assumed to have been undertaken, are hereinafter collectively referred to as the “Relevant Dates”.

As part of this process, information about the Pro Forma Group’s financial position, financial performance and cash flows has been extracted by management from the combined financial statements of the Pro Forma Group for the year ended 31 December 2020 which are prepared in accordance with Singapore Financial Reporting Standards (International) and International Financial Reporting Standards, and from the condensed interim combined financial statements of the Pro Forma Group for the three-month period ended 31 March 2021 which are prepared in accordance with Singapore Financial Reporting Standard (International) 1-34 *Interim Financial Reporting* and International Accounting Standard 34 *Interim Financial Reporting*, and on which, an audit and a review report has been published respectively.

Management’s responsibility for the Unaudited Pro Forma Financial Information

Management is responsible for compiling the Unaudited Pro Forma Financial Information on the basis of the Criteria.

Independent auditors’ independence and quality control

We have complied with the independence and other ethical requirements of the Accounting and Corporate Regulatory Authority (ACRA) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (ACRA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The firm applies Singapore Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Independent auditors’ responsibility

Our responsibility is to express an opinion about whether the Unaudited Pro Forma Financial Information has been compiled, in all material respects, by management on the basis of the Criteria.

We conducted our engagement in accordance with Singapore Standard on Assurance Engagements (SSAE) 3420 *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Institute of Singapore Chartered Accountants (the ISCA). This standard requires that the independent auditors comply with ethical requirements and plan and perform procedures to obtain reasonable assurance about whether management has compiled, in all material respects, the Unaudited Pro Forma Financial Information on the basis of the Criteria.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the Unaudited Pro Forma Financial Information.

The purpose of Unaudited Pro Forma Financial Information included in the Introductory Document is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction at the Relevant Dates would have been as presented.

A reasonable assurance engagement to report on whether the Unaudited Pro Forma Financial Information has been compiled, in all material respects, on the basis of the Criteria involves performing procedures to assess whether the Criteria used by management in the compilation of the Unaudited Pro Forma Financial Information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related pro forma adjustments give appropriate effect to those Criteria; and
- the pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the independent auditors' judgement, having regard to his understanding of the nature of the company, event or transaction in respect of which the Unaudited Pro Forma Financial Information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the Unaudited Pro Forma Financial Information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

- (a) the Unaudited Pro Forma Financial Information has been compiled:
 - (i) in a manner consistent with the accounting policies adopted by the Company in its audited combined financial statements for the year ended 31 December 2020, which are prepared in accordance with Singapore Financial Reporting Standards (International) and International Financial Reporting Standards and condensed interim combined financial statements for the three-month period ended 31 March 2021, which are prepared in accordance with Singapore Financial Reporting Standard (International) 1-34 *Interim Financial Reporting* and International Accounting Standard 34 *Interim Financial Reporting*; and
 - (ii) on the basis of the Criteria stated in Sections 3 and 4 of the Unaudited Pro Forma Financial Information; and
- (b) each material adjustment made to the information used in the preparation of the Unaudited Pro Forma Financial Information is appropriate for the purpose of preparing such unaudited financial information.

This letter has been prepared for inclusion in the Introductory Document of the Company to be issued in relation to the proposed listing and quotation of all the issued ordinary shares in the capital of the Company on the Singapore Exchange Securities Trading Limited by way of an introduction.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore

Ling Su Min
Partner-in-charge

17 July 2021

**UNAUDITED PRO FORMA BALANCE SHEETS
AS AT 31 DECEMBER 2020 AND 31 MARCH 2021**

	Note	31 March 2021 \$'M	31 December 2020 \$'M
Non-current assets			
Property, plant and equipment		1,106	1,095
Intangible assets		1,009	1,006
Investment properties	5	16,044	15,649
Associates	6	10,398	10,274
Joint ventures		2,276	2,252
Deferred tax assets		65	58
Other non-current assets	7	177	424
		<u>31,075</u>	<u>30,758</u>
Current assets			
Development properties for sale and stocks		212	211
Trade and other receivables	8	1,268	1,241
Other current assets		2	6
Assets held for sale		32	32
Cash and cash equivalents	9	3,201	3,273
		<u>4,715</u>	<u>4,763</u>
Less: current liabilities			
Trade and other payables	10	1,816	1,670
Contract liabilities		*	*
Short term borrowings	11	743	965
Current portion of debt securities		–	22
Current tax payable		426	479
		<u>2,985</u>	<u>3,136</u>
Net current assets		1,730	1,627
Less: non-current liabilities			
Long term borrowings	11	11,643	11,546
Debt securities		1,403	1,263
Deferred tax liabilities		389	387
Other non-current liabilities	12	292	319
		<u>13,727</u>	<u>13,515</u>
Net assets		<u>19,078</u>	<u>18,870</u>
Representing:			
Share capital	13	10,687	10,754
Revenue reserve		9,552	9,344
Other reserves		(4,974)	(5,024)
Equity attributable to owners of the Company		<u>15,265</u>	<u>15,074</u>
Perpetual securities		397	396
Non-controlling interests		3,416	3,400
Total equity		<u>19,078</u>	<u>18,870</u>
Net asset value per share (\$)	14	<u>2,934</u>	<u>2,897</u>

* Less than \$1 million

The accompanying notes form an integral part of this unaudited pro forma financial information.

**UNAUDITED PRO FORMA INCOME STATEMENTS
FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2020 AND
THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Note	Three-month period ended 31 March 2021 \$'M	Year ended 31 December 2020 \$'M
Revenue		489	1,895
Cost of sales		(238)	(1,080)
Gross profit		251	815
Other operating income	15a	57	536
Administrative expenses		(124)	(715)
Other operating expenses		(3)	(937)
Profit/(Loss) from operations		181	(301)
Finance costs	15d	(89)	(372)
Share of results (net of tax) of:			
- associates		110	376
- joint ventures		16	(69)
		126	307
Profit/(Loss) before tax	15	218	(366)
Tax expense		(28)	(81)
Profit/(Loss) for the period/year		190	(447)
Attributable to:			
Owners of the Company		168	(317)
Non-controlling interests		22	(130)
Profit/(Loss) for the period/year		190	(447)
Basic and diluted earnings per share (cents)	16	3.23	(6.10)

The accompanying notes form an integral part of this unaudited pro forma financial information.

**UNAUDITED PRO FORMA STATEMENTS OF COMPREHENSIVE INCOME
FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2020 AND
THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Three-month period ended 31 March 2021 \$'M	Year ended 31 December 2020 \$'M
Profit/(Loss) for the period/year	190	(447)
Other comprehensive income:		
Items that may be reclassified subsequently to profit or loss		
Exchange differences arising from translation of foreign operations and foreign currency loans, forming part of net investment in foreign operations	(22)	180
Effective portion of change in fair value of cash flow hedges	*	(22)
Recognition of hedging reserve in profit or loss	2	-
Share of other comprehensive income of associates and joint ventures	109	274
	89	432
Items that will not be reclassified subsequently to profit or loss		
Change in fair value of equity investments at fair value through other comprehensive income	20	(30)
Total other comprehensive income for the period/year, net of tax	109	402
Total comprehensive income for the period/year	<u>299</u>	<u>(45)</u>
Attributable to:		
Owners of the Company	241	33
Non-controlling interests	58	(78)
Total comprehensive income for the period/year	<u>299</u>	<u>(45)</u>

* Less than \$1 million

The accompanying notes form an integral part of this unaudited pro forma financial information.

**UNAUDITED PRO FORMA STATEMENTS OF CASH FLOWS
FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2020 AND
THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Three-month period ended 31 March 2021 \$'M	Year ended 31 December 2020 \$'M
Cash flows from operating activities		
Profit/(Loss) for the period/year	190	(447)
Adjustments for:		
Allowance for:		
- impairment loss on receivables	4	27
- foreseeable losses on development properties for sale	-	17
- impairment on intangible assets	-	153
- impairment on property, plant and equipment	-	27
Amortisation of intangible assets	7	23
Depreciation of property, plant and equipment and right-of-use assets	33	137
Dividend income	(3)	(10)
Finance costs	89	371
Gain on disposal of investment properties	-	(127)
Interest income	(5)	(21)
Loss on disposal and write-off of property, plant and equipment	-	*
Net change in fair value of investment properties	-	719
Mark-to-market loss on financial assets designated as fair value through profit or loss	-	13
Net gain from change of ownership interests in subsidiaries, associates and joint ventures	-	(210)
Share of results of associates and joint ventures	(126)	(307)
Share-based expenses	2	18
Tax expense	28	81
	<u>29</u>	<u>911</u>
Operating profit before working capital changes	219	464
Changes in working capital:		
Trade and other receivables	(46)	(124)
Development properties for sale	(1)	(9)
Trade and other payables	122	(13)
	<u>75</u>	<u>(146)</u>
Cash generated from operations	294	318
Taxation paid	(89)	(159)
Net cash generated from operating activities	205	159

* Less than \$1 million

The accompanying notes form an integral part of this unaudited pro forma financial information.

**UNAUDITED PRO FORMA STATEMENTS OF CASH FLOWS (CONT'D)
FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2020 AND
THE THREE-MONTH PERIOD ENDED 31 MARCH 2021**

	Three-month period ended 31 March 2021 \$'M	Year ended 31 December 2020 \$'M
Cash flows from investing activities		
Acquisition/Development expenditure of investment properties	(142)	(295)
Acquisition of subsidiaries, net of cash acquired	-	(1,625)
Deposits received for disposal of investment property/subsidiaries	-	21
Disposal of subsidiaries, net of cash disposed of	-	540
Dividends received from associates and joint ventures	66	2,099
Interest income received	10	20
(Investments in)/Return of investments from associates, joint ventures and other investments	(299)	301
Proceeds from disposal of investment properties	-	898
Proceeds from disposal of assets held for sale	-	155
Proceeds from disposal of other financial assets	255	-
Purchase of intangible assets and property, plant and equipment	(7)	(44)
Settlement of hedging instruments	(1)	(13)
Net cash (used in)/generated from investing activities	(118)	2,057
Cash flows from financing activities		
Contributions from non-controlling interests	3	74
Dividends paid to non-controlling interests	(45)	(113)
Distributions to perpetual securities holders	(3)	(16)
Dividends paid to shareholders	(4)	(720)
Interest expense paid	(66)	(360)
(Repayment of)/Proceeds from loans from related companies	(52)	194
Repayment to associates and joint ventures	(5)	(5)
Payment for acquisition of ownership interests in subsidiaries with no change in control	-	(62)
Proceeds from bank borrowings	5,037	6,553
Proceeds from debt securities	145	-
Repayments of lease liabilities	(23)	(56)
Repayments of bank borrowings	(285)	(792)
Repayments of debt securities and convertible bonds	(21)	(166)
Repayment of loans extended by CapitalLand Group	(4,863)	(4,849)
Decrease in bank deposits pledged for bank facilities	11	8
Net cash used in financing activities	(171)	(310)
Net (decrease)/increase in cash and cash equivalents	(84)	1,906
Cash and cash equivalents at beginning of the period/year	3,305	1,354
Effect of exchange rate changes on cash balances held in foreign currencies	(6)	45
Cash and cash equivalents at end of the period/year	3,215	3,305
Reconciliation		
Cash and cash equivalents at end of the period/year in statements of cash flows	3,215	3,305
Effects of different basis of preparation for the unaudited pro forma balance sheets and the unaudited pro forma statements of cash flows	(14)	(32)
Cash and cash equivalents at end of the period/year in balance sheets	3,201	3,273

The accompanying notes form an integral part of this unaudited pro forma financial information.

Notes to the Unaudited Pro Forma Financial Information

The unaudited pro forma financial information should be read in conjunction with the audited combined financial statements of CapitaLand Investment Limited (formerly known as CapitaLand Financial Limited) (the “Company”) and its subsidiaries (together referred to as the “Pro Forma Group”) for the financial year ended 31 December 2020 and condensed interim combined financial statements for the three-month period ended 31 March 2021.

1 General Information

(a) Introduction

The unaudited pro forma financial information, comprising the unaudited pro forma balance sheets of the Pro Forma Group as at 31 December 2020 and 31 March 2021, the unaudited pro forma income statements, unaudited pro forma statements of comprehensive income and the unaudited pro forma statements of cash flows of the Pro Forma Group for the year ended 31 December 2020 and the three-month period ended 31 March 2021, and the notes thereon, has been prepared solely for inclusion in the Introductory Document issued in connection with the listing and quotation of all the issued ordinary shares in the capital of the Company on the Singapore Exchange Securities Trading Limited (the “Listing”) by way of an introduction (“Introduction”).

The unaudited pro forma financial information is presented in Singapore dollars (“\$”) which is the Company’s functional currency. All financial information presented in Singapore dollars has been rounded to the nearest million, unless otherwise stated.

(b) The Company

The Company was incorporated in the Republic of Singapore and has its registered office at 168 Robinson Road, #30-01, Capital Tower, Singapore 068912.

As at 31 December 2020, 31 March 2021 and the date of this report, the Company’s immediate and ultimate holding companies are CapitaLand Limited and Temasek Holdings (Private) Limited respectively. Both companies are incorporated in the Republic of Singapore.

The principal activities of the Company are those relating to investment holding and provision of consultancy services as well as being the corporate headquarters which gives direction, provides management support services and integrates the activities of its subsidiaries.

The principal activities of the significant entities included in the unaudited pro forma financial information are those relating to investment holding, investment in real estate financial products and real estate assets, investment advisory and management services as well as management of real estate assets.

2 Internal Restructuring

CapitaLand Limited ("CL"), the immediate holding company of the Company, together with CLA Real Estate Holdings Pte. Ltd. ("CLA"), the immediate holding company of CL are proposing to undertake a scheme of arrangement pursuant to Section 210 of the Companies Act ("Scheme") to:

- effect a proposed restructuring of the business of CL and its subsidiaries ("CapitaLand Group") so as to consolidate the CapitaLand Group's investment management platforms, as well as its lodging business, into the Pro Forma Group; and
- place the real estate development business of the CapitaLand Group under private ownership, to be fully held by CLA through the proposed privatisation of CL on completion of the Scheme.

The Scheme will involve the following:

- Distribution-in-specie of the shares in the Company
CL will undertake the distribution of approximately 48.24% of the issued ordinary shares in the capital of the Company to eligible shareholders of CL on a pro-rata basis;
- Distribution-in-specie of the units in CapitaLand Integrated Commercial Trust ("CICT")
CL will undertake the distribution of 388,242,247 issued units in CICT to eligible shareholders of CL on a pro-rata basis; and
- Acquisition of shares of CL
Upon the above distribution-in-specie taking effect, it is proposed that CLA will acquire all the shares (excluding the treasury shares) from the shareholders of CL (excluding CLA).

In connection with the Scheme proposed by CL, the Company intends to acquire the following entities which own certain assets and businesses from CapitaLand Group under the internal restructuring ("Internal Restructuring") exercise:

- (i) the investment management platforms and investments for listed funds and unlisted funds;
- (ii) the lodging business of the CapitaLand Group, via the transfer of the entire issued share capital of The Ascott Limited, being the entity holding the lodging business;
- (iii) certain of the assets held by the CapitaLand Group, some of which would constitute the pipeline of assets for the listed funds or unlisted funds;
- (iv) certain operating platforms for the office, retail malls, business park properties and data centres comprised in the portfolio (including but not limited to the property managers and entities providing support for the operation and maintenance of these properties); and

- (v) certain corporate office or entities providing corporate services and shared services.

The Internal Restructuring is considered a transfer of equity interests between entities under common control and therefore the entities transferred into the Pro Forma Group are accounted using the principles of merger accounting as if the Internal Restructuring has been effected as of the beginning of the earliest period presented in the combined financial statements, or since their respective dates of establishment, or date of acquisition by the CapitaLand Group, whichever is later.

The effects of the transfer of entities under common control are reflected in the audited combined financial statements of the Pro Forma Group for the years ended 31 December 2019 and 2020.

Following the completion of the Internal Restructuring of the CapitaLand Group, the Company will become the holding company of the combining entities.

3 Basis of Preparation of the Unaudited Pro Forma Financial Information

The unaudited pro forma financial information of the Pro Forma Group, which has been prepared, for illustrative purposes only, is based on certain assumptions and after making certain adjustments to illustrate the effects of:

- (a) transaction costs incurred arising from the Internal Restructuring and the Listing;
- (b) capitalisation of certain loans extended by/to CapitaLand Group and novated to the Pro Forma Group; and
- (c) significant acquisitions and disposals of assets, entities and businesses between 1 January 2020 and date of this report;

(together, the “**Pro Forma Events**”), as if such events or transactions had occurred on 31 March 2021 or 31 December 2020 in relation to the unaudited pro forma balance sheets, and on 1 January 2020 in relation to the unaudited pro forma income statements, unaudited pro forma statements of comprehensive income and unaudited pro forma statements of cash flows of the Pro Forma Group. Details on the Pro Forma Adjustments are set out in Note 4.

The unaudited pro forma financial information has been compiled based on the audited combined financial statements of the Pro Forma Group for the year ended 31 December 2020, which are prepared in accordance with Singapore Financial Reporting Standards (International) (“SFRS(I)”) and International Financial Reporting Standards (“IFRS”) and the condensed interim combined financial statements of the Pro Forma Group for the three-month period ended 31 March 2021, which are prepared in accordance with Singapore Financial Reporting Standard (International) 1-34 *Interim Financial Reporting* and International Accounting Standard 34 *Interim Financial Reporting*.

The combined financial statements of the Pro Forma Group for the year ended 31 December 2020 were audited and the condensed interim combined financial statements of the Pro Forma Group for the three-month period ended 31 March 2021 were reviewed by KPMG Singapore in accordance with auditing standards generally accepted in Singapore. The auditors' reports on the above combined financial statements, which were published, were not subjected to any qualifications, modifications or disclaimers.

The objective of the unaudited pro forma financial information is to show what the financial position, results and cash flows might have been, had the Pro Forma Events as described above, occurred at the respective dates as mentioned above. The unaudited pro forma financial information have been prepared for illustrative purposes only, and because of their nature, may not give a true picture of the actual financial position, results and cash flows of the Pro Forma Group and is not necessarily indicative of the results and cash flows of the operations or the related effects on the financial position that would have been attained.

4 Pro Forma Events

The following key adjustments and assumptions were made in relation to the Pro Forma Events:

(a) Transaction costs incurred arising from the Internal Restructuring and the Listing

This adjustment is to reflect transaction costs to be incurred arising from the Internal Restructuring and the Listing, amounting to approximately \$257 million, to be borne by the Pro Forma Group. These estimated costs comprise (i) \$42 million of incremental expenses directly attributable to the issue of the Company's ordinary shares and recognised as a deduction from equity in the unaudited pro forma balance sheet; and (ii) \$215 million of transaction cost sharing with the CapitaLand Group in relation to the transfer of entities arising from the Internal Restructuring recognised as administrative expenses in the unaudited pro forma income statement. Arising from this restructuring, associated deferred tax liabilities pertaining to the Pro Forma Group of \$199 million has been reversed in the unaudited pro forma income statement.

(b) Capitalisation of certain loans extended by/to CapitaLand Limited and its subsidiaries and novated to the Pro Forma Group

This adjustment is to reflect the capitalisation of certain loans extended by/to CapitaLand Group and to be novated to the Pro Forma Group, amounting to a net \$7,666 million and \$7,719 million as at 31 March 2021 and 31 December 2020 respectively.

In the preparation of the unaudited pro forma balance sheet as at 31 March 2021, the net loans of \$7,666 million, which comprise related party loan receivables of \$3,524 million and related party loan payables of \$11,190 million. The settlement of the net loan balance was through a combination of an allotment and issue of approximately 934,371,000 new ordinary shares of the Company to CL, amounting to \$2,803 million and cash of \$4,863 million. The capitalisation and settlement of loans are assumed to occur as at 31 March 2021. External bank borrowings of \$4,863 million are assumed to be procured to fund the portion settled in cash. The associated transaction and tax related costs to the external bank borrowings are assumed to be not significant.

In the preparation of the unaudited pro forma balance sheet as at 31 December 2020, the net loans of \$7,719 million, which comprise related party loan receivables of \$3,471 million and related party loan payables of \$11,190 million. The settlement of the net loan balance was through a combination of an allotment and issue of approximately 956,550,000 new ordinary shares of the Company to CL, amounting to \$2,870 million and cash of \$4,849 million. The capitalisation and settlement of loans are assumed to occur as at 31 December 2020. External bank borrowings of \$4,849 million are assumed to be procured to fund the portion settled in cash. The associated transaction and tax related costs to the external bank borrowings are assumed to be not significant.

In the preparation of the unaudited pro forma income statements, statements of comprehensive income and statements of cash flows, the capitalisation and settlement of loans are assumed to occur on 1 January 2020. Arising from this, adjustments were made to reduce the associated net finance costs, amounting to \$4 million and \$8 million for the three-month period ended 31 March 2021 and year ended 31 December 2020 respectively, in the unaudited pro forma income statements, and the net interest paid in the statements of cash flows of the same amount. It is further assumed that the reduced net finance costs had no tax-related effects.

- (c) Significant acquisitions and disposals of assets, entities and businesses between 1 January 2020 and date of this report

From 1 January 2020 to the date of this report, the Pro Forma Group entered into agreements to acquire or dispose the following assets, entities or businesses¹:

(i) Agreements signed and transactions completed in 2020

- Divestment of land parcel in Kazakhstan
- Acquisition of Arlington Business Park in the United Kingdom
- Investment in International Tech Park Chennai, Radial Road Phase 2 (land), India
- Entry into joint venture to develop and operate logistics project in Greater Tokyo, Japan

¹ excluding agreements entered into by entities and funds of the Pro Forma Group that are not defined as subsidiaries under the Singapore Companies Act, Chapter 50

- Divestment of ICON Yeoksam, an office building located in Seoul, South Korea
- Divestment of three retail malls in Japan: La Park Mizue and Vivit Minami-Funabashi located in Greater Tokyo, as well as CO-OP Kobe Nishinomiya Higashi located in Greater Osaka
- Acquisition of land parcel in Austin, Texas, United States of America to develop multifamily property

The above transactions are hereinafter collectively referred to as the “2020 Transactions”.

(ii) Agreements signed in 2020 and transactions completed after 2020

- Divestment of 80% interest in each of Ascendas Hangzhou Science & Technology Co., Ltd and Ascendas Hangzhou Data Processing Co., Ltd. which hold Singapore-Hangzhou Science and Technology Park Phase I and Phase II respectively, to CapitaLand China Trust (“CLCT”), which the Pro Forma Group holds a 24% interest as an associate.

(iii) Agreements signed in 2021

- Acquisition of land at Farrukhnagar NCR, India
- Acquisition of hyperscale data centre campus in Shanghai, China through 80% interest in each of Shanghai Yiding Electronic Technology Co., Ltd. and Shanghai Minyun Technology Co., Ltd.
- Divestment of 75% of issued share capital of Ascendas Fusion 5 Pte. Ltd. to Ascendas Real Estate Investment Trust (“A-REIT”), which the Pro Forma Group holds a 18% interest as an associate
- Acquisition of 50% equity interest in DLSP-Ascendas Co., Ltd., which holds Dalian Ascendas IT Park located in Dalian, China, from a joint venture partner
- Acquisition of a non-controlling interest’s 20% stake in QSA Group Pty Ltd.
- Joint investment and development of student accommodation property in South Carolina, USA by The Ascott Limited, Ascott Residence Trust (“ART”), which the Pro Forma Group holds a 41% interest as a subsidiary and a third-party developer
- Divestment of partial stakes in six Raffles City developments in China
- Investment and development of logistics asset in Osaka, Japan
- Divestment of two retail malls in Japan: Olinas Mall and Seiyu & Sundrug Higashimatsuyama, both located in Greater Tokyo

The 2020 Transactions, together with the transactions described in (ii) and (iii) above, are hereinafter collectively referred to as the “Acquisitions and Disposals”.

In the preparation of the Pro Forma Group’s unaudited pro forma balance sheets as at 31 March 2021 and as at 31 December 2020, adjustments have been made to reflect the assets and liabilities pertaining to the above entities or assets in relation to Acquisitions and Disposals, as if they were acquired and/or disposed on 31 March 2021 and 31 December 2020 respectively. In the preparation of the Pro Forma Group’s unaudited pro forma income statements, statements of comprehensive income and statements of cash flows for the three-month period ended 31 March 2021 and year ended 31 December 2020, adjustments have been made to reflect and/or reverse the profit or loss and cash flows pertaining to these entities or assets as if they were acquired and/or disposed on 1 January 2020.

In relation to the impact of Acquisitions and Disposals on unaudited pro forma statement of cash flows for the three-month period ended 31 March 2021, adjustments made to reflect and/or reverse the cash flows pertaining to the entities or assets acquired and/or disposed are insignificant unless otherwise stated below.

The key pro forma adjustments and assumptions made in preparing the unaudited pro forma financial information are set out below:

- (a) Ascendas Hangzhou Science & Technology Co., Ltd.; and
Ascendas Hangzhou Data Processing Co., Ltd.

The following key pro forma adjustments and assumptions were made, to reflect the divestment of the Pro Forma Group’s 80% interest in each of the entities above:

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reverse the net assets of the above entities, amounting to \$171 million and reflect the estimated gross sale consideration of \$143 million which is assumed to be received as at 31 March 2021.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reverse the net assets of the above entities, amounting to \$165 million and reflect the estimated gross sale consideration of \$138 million which is assumed to be received as at 31 December 2020.

2. In relation to the unaudited pro forma income statement for the year ended 31 December 2020, adjustments were made to reflect net divestment gains of approximately \$7 million. Divestment gains were computed based on an assumed gross sale consideration of \$126 million.

Adjustments were also made to reflect the increase in the Pro Forma Group's share of results in associates for three-month period ended 31 March 2021 and year ended 31 December 2020 by an estimated \$1 million and \$3 million respectively, arising from the divestment of the above entities to CLCT (the Pro Forma Group's associate).

3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the net cash inflow of the subsidiaries disposed, estimated at \$76 million. The cash inflow was primarily computed based on the assumed gross sale consideration of \$127 million which is assumed to be received as at 1 January 2020.

(b) Land at Farrukhnagar NCR, India

This transaction pertains to an acquisition of land parcel by the Pro Forma Group's 51% joint venture.

The following key pro forma adjustments and assumptions were made, to reflect the acquisition of the above land:

1. In relation to the unaudited pro forma balance sheets as at 31 March 2021 and 31 December 2020, the purchase of asset was fully funded by cash of the joint venture and did not have any impact to the net assets of the joint venture. Accordingly, there was no pro forma adjustment made to the Pro Forma Group's unaudited pro forma balance sheets arising from this transaction.
2. In relation to the unaudited pro forma income statements and unaudited pro forma statements of cash flows, no pro forma adjustments were made as no development work was undertaken on the land in 2020 and the three-month period ended 31 March 2021.

(c) Shanghai Yiding Electronic Technology Co., Ltd.; and
Shanghai Minyun Technology Co., Ltd.

The financial statements of Shanghai Yiding Electronic Technology Co., Ltd. used for the preparation of the Pro Forma Group's unaudited pro forma financial information were prepared in accordance with Accounting Standards for Enterprises (Basic Standards), and were audited by Anheng (Beijing) Certified Public Accountants, in accordance with China Registered Accountants Auditing Standards. The auditors' report on the above financial statements were not subjected to any qualifications, modifications, or disclaimers.

The financial statements of Shanghai Minyun Technology Co., Ltd., used for the preparation of the Pro Forma Group's unaudited pro forma financial information were prepared in accordance with Accounting Standards for Enterprises (Basic Standards), and were audited by Deloitte Touche Tohmatsu Certified Public Accountants LLP, in accordance with China Registered Accountants Auditing Standards. The auditors' report on the above financial statements were not subjected to any qualifications, modifications, or disclaimers.

As the audited financial statements of both Shanghai Yiding Electronic Technology Co., Ltd. and Shanghai Minyun Technology Co., Ltd. were not prepared in accordance with SFRS(I) or IFRS, relevant adjustments were made to restate the financial statements in accordance with SFRS(I) and IFRS and to align the entities' accounting policies to those of the Pro Forma Group, for the purposes of preparation of the Pro Forma Group's unaudited pro forma financial information. The material restatement relates to the alignment of accounting policy of investment properties from the cost model to the fair value model.

The following key pro forma adjustments and assumptions were made, to reflect the acquisition of an 80% interest in each of the above entities:

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reflect the increase in the net assets, amounting to \$52 million and the assumed consideration of \$678 million (based on the adjusted net assets of the acquired interests of the above entities as at 31 March 2021). It is also assumed that the acquisitions are fully funded by external bank borrowings with no associated transaction and tax related costs.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reflect the increase in the net assets, amounting to \$51 million and the assumed consideration of \$675 million (based on the adjusted net assets of the acquired interests of the above entities as at 31 December 2020). It is also assumed that the acquisitions are fully funded by external bank borrowings with no associated transaction and tax related costs.

2. In relation to the unaudited pro forma income statements, adjustments were made to reflect the entities' results and the estimated financing costs expected to be incurred on the external bank borrowings of approximately \$6 million and \$40 million for three-month period ended 31 March 2021 and year ended 31 December 2020 respectively. In addition, it is assumed that there is no change in fair value of the investment properties acquired in 2020 and the three-month period ended 31 March 2021, during the period from the date of acquisition to 31 December 2020 and 31 March 2021 respectively.

3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the net cash outflow of the subsidiaries acquired, estimated at \$674 million. The cash outflow was computed based on the estimated gross sale consideration of \$675 million which is assumed to be paid as at 1 January 2020.

(d) Ascendas Fusion 5 Pte. Ltd.

The following key pro forma adjustments and assumptions were made to reflect the divestment of the Pro Forma Group's 75% interest in Ascendas Fusion 5 Pte. Ltd. to A-REIT (the Pro Forma Group's associate):

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reverse the net assets of the above entity, amounting to \$400 million and reflect the estimated gross sale consideration of \$373 million comprising \$290 million and \$83 million, which were assumed to be received as at 31 March 2021, in the form of cash and A-REIT units respectively.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reverse the net assets of the above entity, amounting to \$394 million and reflect the estimated gross sale consideration of \$373 million comprising \$290 million and \$83 million, which were assumed to be received as at 31 December 2020, in the form of cash and A-REIT units respectively.

The Pro Forma Group's stake in A-REIT is assumed to remain at approximately 18%, after the receipt of the additional A-REIT units.

2. In relation to the unaudited pro forma income statement for the year ended 31 December 2020, adjustments were made to reflect divestment gains of approximately \$81 million. Divestment gains were computed based on the assumed gross sale consideration of \$373 million.

Adjustments were also made to reflect the increase in the Pro Forma Group's share of results in associates in the three-month period ended 31 March 2021 and year ended 31 December 2020 by an estimated \$1 million and \$5 million respectively, arising from the divestment of the above entity to A-REIT (the Pro Forma Group's associate).

3. In relation to the unaudited pro forma statement of cash flows, adjustments were made to reflect the net cash inflow of the subsidiary disposed, estimated at \$272 million. The cash inflow was computed based on the estimated cash consideration of \$290 million which is assumed to be received as at 1 January 2020.

(e) DLSP-Ascendas Co., Ltd.

The financial statements of DLSP-Ascendas Co., Ltd. for the year ended 31 December 2020 used for the preparation of the Pro Forma Group's unaudited pro forma financial information were prepared in accordance with Accounting Standards for Enterprises (Basic Standards), and were audited by KPMG Shanghai, in accordance with China Registered Accountants Auditing Standards. The auditors' report on the above financial statements were not subjected to any qualifications, modifications, or disclaimers.

The unaudited management accounts of DLSP-Ascendas Co., Ltd. for the three-month period ended 31 March 2021 used for the preparation of the Pro Forma Group's unaudited pro forma financial information were prepared in accordance with Accounting Standards for Enterprises (Basic Standards).

As the audited financial statements for the year ended 31 December 2020 and the unaudited management accounts for the three-month period ended 31 March 2021 of DLSP-Ascendas Co., Ltd. were not prepared in accordance with SFRS(I) or IFRS, relevant adjustments were made to restate the financial statements in accordance with SFRS(I) and IFRS and to align the entity's accounting policies to those of the Pro Forma Group, for the purposes of preparation of the Pro Forma Group's unaudited pro forma financial information. The material restatement relates to the alignment of accounting policy of investment properties from the cost model to the fair value model.

The following key pro forma adjustments and assumptions were made, to reflect the acquisition of an 50% interest in the above entity from a joint venture partner. The call option granted to the joint venture partner to repurchase its 50% interest was assumed not to have been exercised. Following the acquisition, the Pro Forma Group's interest in the above entity will increase from 50% (joint venture) to 100% (subsidiary).

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reflect the consolidation of the above entity as a subsidiary and reversal of the interest in joint venture, which resulted in a net increase in the net assets of \$109 million and the assumed consideration of \$103 million (based on the adjusted net assets of the acquired interest of the above entity as at 31 March 2021), to be settled in cash.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reflect the consolidation of the above entity as a subsidiary and reversal of the interest in joint venture, which resulted in a net increase in the net assets of \$106 million and the assumed consideration of \$100 million (based on the adjusted net assets of the acquired interest of the above entity as at 31 December 2020), to be settled in cash.

2. In relation to the unaudited pro forma income statements, adjustments were made to reflect the consolidation of the above entity's three-month period ended 31 March 2021 and year ended 31 December 2020 results as a subsidiary and reversal of the share of results from joint ventures, of approximately \$2 million and \$12 million (including re-measurement gain on the Pro Forma Group's existing interest in the entity) respectively. In addition, it is assumed that there is no change in fair value of the investment property, during the period from the date of acquisition to 31 December 2020 and 31 March 2021 respectively.
3. In relation to the unaudited pro forma statement of cash flows, adjustments were made to reflect the net cash outflow of the subsidiary acquired, estimated at \$71 million. The cash outflow was computed based on the estimated gross sale consideration of \$83 million which is assumed to be paid as at 1 January 2020.

(f) QSA Group Pty Ltd

The financial statements of QSA Group Pty Ltd used for the preparation of the Pro Forma Group's unaudited pro forma financial information to adjust for the step-up acquisition of non-controlling interest's 20% stake were the same as that included in the audited combined financial statements of the Pro Forma Group for the year ended 31 December 2020 and condensed interim combined financial statements of the Pro Forma Group for the three-month period ended 31 March 2021.

The combined financial statements, which were prepared in accordance with SFRS(I) and IFRS, was audited by KPMG Singapore in accordance with auditing standards generally accepted in Singapore. The auditors' report on the above combined financial statements, which was published, was not subjected to any qualifications, modifications or disclaimers.

The condensed interim combined financial statements, which were prepared in accordance with Singapore Financial Reporting Standard (International) 1-34 *Interim Financial Reporting* and International Accounting Standard 34 *Interim Financial Reporting*, was reviewed by KPMG Singapore in accordance with auditing standards generally accepted in Singapore. The auditors' report on the above condensed interim combined financial statements, which was published, was not subjected to any qualifications, modifications or disclaimers.

The following key pro forma adjustments and assumptions were made, to reflect the acquisition of a 20% interest in the above entity from the non-controlling interest:

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reflect a decrease in the net assets of the Pro Forma Group, amounting to \$65 million (based on the assumed consideration derived from the adjusted net assets of the acquired interest in above entity as at 31 March 2021). The consideration is assumed to be paid in cash.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reflect a decrease in the net assets of the Pro Forma Group, amounting to \$62 million (based on the assumed consideration derived from the adjusted net assets of the acquired interest in above entity as at 31 December 2020). The consideration is assumed to be paid in cash.

2. In relation to the unaudited pro forma income statements for the three-month period ended 31 March 2021 and the year ended 31 December 2020, adjustments were made to reflect an increase in the share of the entity's loss for the acquired interest of approximately less than \$1 million and \$2 million respectively.
 3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the net cash outflow for the 20% interest acquired, estimated at \$59 million and assumed to be paid as at 1 January 2020.
- (g) Investment and development of student accommodation property in South Carolina, USA

This transaction pertains to the investment in land and development of a student accommodation property, jointly undertaken by The Ascott Limited, a wholly-owned subsidiary of the Pro Forma Group, ART (the Pro Forma Group's 41% subsidiary) and a third-party developer:

The following key pro forma adjustments and assumptions were made, to reflect the transaction:

1. In relation to the unaudited pro forma balance sheets as at 31 March 2021 and 31 December 2020, adjustments were made to reflect additions to investment properties (under development) amounting to \$18 million, which was assumed to be funded by cash of \$16 million and funds from non-controlling interests of \$2 million.
2. In relation to the unaudited pro forma income statements for the three-month period ended 31 March 2021 and year ended 31 December 2020, no pro forma adjustments were made as any development expenditure are assumed to be capitalised as part of the cost of investment properties.
3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the cash outflow for the additions to investment properties of \$18 million assumed to be paid in cash of \$16 million and contributions from non-controlling interests of \$2 million as at 1 January 2020.

(h) Six Raffles City developments in China

This transaction comprises of:

- (i) partial divestment of stakes in the following six entities held directly or indirectly by the Pro Forma Group's two associates, Raffles City China Income Ventures Limited ("RCCIV") and Senning Property Ltd. ("Senning"):

Name of entity	Effective interest disposed by RCCIV and Senning
Shanghai Hua Qing Real Estate Management Co., Ltd.	43%
Beijing Xin Jie Real Estate Development Co., Ltd.	70%
Ningbo Xin Yin Property Development Co., Ltd.	70%
Raffles City (Hangzhou) Real Estate Development Co., Ltd.	70%
Raffles City Chengdu Co., Ltd.	70%
Shanghai Orient Overseas Kaixuan Real Estate Co., Ltd.	70%

and;

- (ii) step-up acquisition of RCCIV and Senning which changed from being associates to wholly-owned subsidiaries of the Pro Forma Group. Upon completion of the transaction, RCCIV will cease to be a material associate of the Pro Forma Group.

The financial statements of RCCIV used for the preparation of the Pro Forma Group's unaudited pro forma financial information for the year ended 31 December 2020, were prepared in accordance with IFRS and were audited by KPMG Cayman Islands in accordance with auditing standards generally accepted in Cayman. The auditors' report on the financial statements, were not subjected to any qualifications, modifications or disclaimers.

The financial statements of Senning used for the preparation of the Pro Forma Group's unaudited pro forma financial information for the year ended 31 December 2020, were prepared in accordance with IFRS and were audited by KPMG Singapore in accordance with auditing standards generally accepted in Singapore. The auditors' report on the financial statements, were not subjected to any qualifications, modifications or disclaimers.

The unaudited management accounts of RCCIV and Senning used for the preparation of the Pro Forma Group's unaudited pro forma financial information for the three-month period ended 31 March 2021, were prepared in accordance with IFRS.

The following key pro forma adjustments and assumptions were made to reflect above transaction:

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reflect a net decrease in interest in associates, amounting to approximately \$852 million and the effects of consolidating the entities arising from the step-up acquisition mentioned in Note 4(c)(h)(ii) above.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reflect a net decrease in interest in associates, amounting to approximately \$843 million and the effects of consolidating the entities arising from the step-up acquisition mentioned in Note 4(c)(h)(ii) above.

2. In relation to the unaudited pro forma income statement for the year ended 31 December 2020, adjustments were made to reflect gains of approximately \$164 million (presented in share of results of associates), arising from the partial divestment mentioned in Note 4(c)(h)(i) above of the six Raffles City developments.
3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the net cash outflow, estimated at \$667 million, on the step-up acquisition for RCCIV and Senning. The cash outflow was computed based on the estimated cash consideration of \$770 million which is assumed to be paid as at 1 January 2020.

(j) Investment and development of logistics asset in Japan

This transaction pertains to an acquisition of freehold site for the development of a logistics facility in Osaka, Japan.

The following key pro forma adjustments and assumptions were made to reflect the transaction:

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reflect the acquisition of land amounting to \$40 million. It is assumed this payment is to be fully funded by external borrowings with no associated transaction and tax related costs.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reflect the acquisition of land amounting to \$41 million. It is assumed this payment is to be fully funded by external borrowings with no associated transaction and tax related costs.

2. In relation to the unaudited pro forma income statements for the three-month period ended 31 March 2021 and year ended 31 December 2020, no pro forma adjustments were made as the project is under development. Interest on external borrowings are capitalised as part of investment properties.
 3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the net cash outflow for the acquisition of land of \$41 million assumed to be paid as at 1 January 2020 and proceeds from bank borrowings of the same amount.
- (k) Divestment of two retail malls in Japan: Olinas Mall and Seiyu & Sundrug Higashimatsuyama, both located in Greater Tokyo

The following key pro forma adjustments and assumptions were made to reflect the divestment of the above properties:

1. In relation to the unaudited pro forma balance sheet as at 31 March 2021, adjustments were made to reverse investment properties amounting to \$411 million and reflect the estimated sale consideration of \$536 million, assumed to be received as at 31 March 2021.

In relation to the unaudited pro forma balance sheet as at 31 December 2020, adjustments were made to reverse investment properties amounting to \$422 million and reflect the estimated sale consideration of \$550 million, assumed to be received as at 31 December 2020.

2. In relation to the unaudited pro forma income statement for the year ended 31 December 2020, adjustments were made to reflect divestment gains of approximately \$86 million. Divestment gains were computed based on the assumed gross sale consideration of \$534 million.
 3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, adjustments were made to reflect the estimated sale consideration of \$534 million, which is assumed to be received as at 1 January 2020.
- (l) 2020 Transactions

The financial statements of the entities and businesses in relation to the 2020 Transactions used for the preparation of the Pro Forma Group's pro forma financial information, were the same as that included in the audited combined financial statements of the Pro Forma Group for the year ended 31 December 2020 and condensed interim combined financial statements of the Pro Forma Group for the three-month period ended 31 March 2021.

The combined financial statements of the Pro Forma Group, which were prepared in accordance with SFRS(I) and IFRS, were audited by KPMG Singapore in accordance with auditing standards generally accepted in Singapore. The auditors' report on the above combined financial statements, which was published, was not subjected to any qualifications, modifications or disclaimers.

The condensed interim combined financial statements of the Pro Forma Group, which were prepared in accordance with Singapore Financial Reporting Standard (International) 1-34 *Interim Financial Reporting* and International Accounting Standard 34 *Interim Financial Reporting*, were reviewed by KPMG Singapore in accordance with auditing standards generally accepted in Singapore. The auditors' report on the above condensed interim combined financial statements, which was published, was not subjected to any qualifications, modifications or disclaimers.

The following key pro forma adjustments and assumptions were made to reflect the 2020 Transactions:

1. In relation to the unaudited pro forma balance sheets as at 31 March 2021 and 31 December 2020, it is assumed that no adjustments to net assets are required.
2. In relation to the unaudited pro forma income statement for the three-month period ended 31 March 2021, no adjustments are required.

For the unaudited pro forma income statement for the year ended 31 December 2020, adjustments were made to reflect the estimated overall increase of \$12 million to the Pro Forma Group's loss before tax, arising from the 2020 Transactions. The adjustments reflect the reversal/recognition of profit or loss pertaining to 2020 Transactions, as if these transactions had occurred on 1 January 2020. In relation to acquisitions, the recognition of profit or loss pertaining to the period between 1 January 2020 and date of acquisition was computed based on the pro-rata effect of the 2020 audited financial statements of those entities acquired. The adjustments were derived on the assumption that there would be no changes to the aggregated consideration received for disposals and consideration paid for acquisitions of approximately \$451 million and \$300 million respectively, as well as divestment gains or losses, related transaction costs and tax-related effects recorded.

3. In relation to the unaudited pro forma statement of cash flows for the year ended 31 December 2020, net adjustments to the cashflows were assumed to pertain to changes to the Pro Forma Group's profit or loss arising from the 2020 Transactions only, adjusted for relevant non-cash items.

In addition, the following key assumptions were made in the preparation of the unaudited pro forma financial information:

- For Acquisitions and Disposals, no related transaction costs and tax-related effects were assumed unless otherwise stated above
- For borrowings where the loan facilities, associated terms and conditions have not been secured as at 31 March 2021 or 31 December 2020, no related transaction costs and tax-related effects were assumed unless otherwise stated above. The associated financing costs of these borrowings were computed based on the estimated cost of debt where the respective entities operate in.
- Exchange rates

Foreign Currency	As at 31 March 2021	As at 31 December 2020	Three-month period ended 31 March 2021	Year ended 31 December 2020
Australian dollar	1.0294	0.9800	1.0203	0.9456
British pound	1.8395	1.7778	1.8136	1.7675
Japanese yen	0.0126	0.0129	0.0127	0.0129
Chinese renminbi	0.2048	0.2040	0.2047	0.1993
United States dollar	1.3231	1.3479	1.3285	1.3816
South Korean Won	0.0012	0.0012	0.0012	0.0012

The above rates are presented in Singapore dollars to 1 unit of foreign currency.

Unaudited Pro Forma Balance Sheet as at 31 March 2021

The following adjustments have been made in arriving at the Unaudited Pro Forma Balance Sheet as at 31 March 2021:

	Unaudited condensed interim combined balance sheet	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Sub-Total	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma balance sheet
	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M
Non-current assets						
Property, plant and equipment	1,107	-	-	1,107	(1)	1,106
Intangible assets	1,009	-	-	1,009	-	1,009
Investment properties	16,234	-	-	16,234	(190)	16,044
Associates	11,042	125	-	11,167	(769)	10,398
Joint ventures	2,313	39	-	2,352	(76)	2,276
Deferred tax assets	65	-	-	65	-	65
Other non-current assets	523	-	(346)	177	-	177
	32,293	164	(346)	32,111	(1,036)	31,075
Current assets						
Development properties for sale and stocks	212	-	-	212	-	212
Trade and other receivables	4,349	-	(3,178)	1,171	97	1,268
Other current assets	2	-	-	2	-	2
Assets held for sale	32	-	-	32	-	32
Cash and cash equivalents	1,638	-	-	1,638	1,563	3,201
	6,233	-	(3,178)	3,055	1,660	4,715
Less: current liabilities						
Trade and other payables	6,107	257	(4,351)	2,013	(197)	1,816
Contract liabilities	*	-	-	*	-	*
Short term borrowings	915	-	-	915	(172)	743
Current tax payable	417	-	-	417	9	426
	7,439	257	(4,351)	3,345	(360)	2,985
Net current (liabilities)/assets	(1,206)	(257)	1,173	(290)	2,020	1,730
Less: non-current liabilities						
Long term borrowings	6,117	-	4,863	10,980	663	11,643
Debt securities	1,403	-	-	1,403	-	1,403
Deferred tax liabilities	462	(35)	-	427	(38)	389
Other non-current liabilities	7,089	-	(6,839)	250	42	292
	15,071	(35)	(1,976)	13,060	667	13,727
Net assets	16,016	(58)	2,803	18,761	317	19,078
Representing:						
Share capital	7,926	(42)	2,803	10,687	-	10,687
Revenue reserve	9,098	(16)	-	9,082	470	9,552
Other reserves	(4,888)	-	-	(4,888)	(86)	(4,974)
Equity attributable to owners of the Company	12,136	(58)	2,803	14,881	384	15,265
Perpetual securities	397	-	-	397	-	397
Non-controlling interests	3,483	-	-	3,483	(67)	3,416
Total equity	16,016	(58)	2,803	18,761	317	19,078
Net asset value per share (\$)				2.860		2.934

* Less than \$1 million

Unaudited Pro Forma Balance Sheet as at 31 December 2020

The following adjustments have been made in arriving at the Unaudited Pro Forma Balance Sheet as at 31 December 2020:

	Audited combined balance sheet	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Sub-Total	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma balance sheet
	\$'M	\$'M	\$'M	\$'M	\$'M	\$'M
Non-current assets						
Property, plant and equipment	1,096	-	-	1,096	(1)	1,095
Intangible assets	1,006	-	-	1,006	-	1,006
Investment properties	15,852	-	-	15,852	(203)	15,649
Associates	10,908	125	-	11,033	(759)	10,274
Joint ventures	2,290	39	-	2,329	(77)	2,252
Deferred tax assets	58	-	-	58	-	58
Other non-current assets	770	-	(346)	424	-	424
	<u>31,980</u>	<u>164</u>	<u>(346)</u>	<u>31,798</u>	<u>(1,040)</u>	<u>30,758</u>
Current assets						
Development properties for sale and stocks	211	-	-	211	-	211
Trade and other receivables	4,258	-	(3,125)	1,133	108	1,241
Other current assets	6	-	-	6	-	6
Assets held for sale	32	-	-	32	-	32
Cash and cash equivalents	1,736	-	-	1,736	1,537	3,273
	<u>6,243</u>	<u>-</u>	<u>(3,125)</u>	<u>3,118</u>	<u>1,645</u>	<u>4,763</u>
Less: current liabilities						
Trade and other payables	5,513	257	(3,898)	1,872	(202)	1,670
Contract liabilities	*	-	-	*	-	*
Short term borrowings	1,132	-	-	1,132	(167)	965
Current portion of debt securities	22	-	-	22	-	22
Current tax payable	470	-	-	470	9	479
	<u>7,137</u>	<u>257</u>	<u>(3,898)</u>	<u>3,496</u>	<u>(360)</u>	<u>3,136</u>
Net current (liabilities)/assets	(894)	(257)	773	(378)	2,005	1,627
Less: non-current liabilities						
Long term borrowings	6,049	-	4,849	10,898	648	11,546
Debt securities	1,263	-	-	1,263	-	1,263
Deferred tax liabilities	464	(35)	-	429	(42)	387
Other non-current liabilities	7,576	-	(7,292)	284	35	319
	<u>15,352</u>	<u>(35)</u>	<u>(2,443)</u>	<u>12,874</u>	<u>641</u>	<u>13,515</u>
Net assets	15,734	(58)	2,870	18,546	324	18,870
Representing:						
Share capital	7,926	(42)	2,870	10,754	-	10,754
Revenue reserve	8,916	(16)	-	8,900	444	9,344
Other reserves	(4,967)	-	-	(4,967)	(57)	(5,024)
Equity attributable to owners of the Company	11,875	(58)	2,870	14,687	387	15,074
Perpetual securities	396	-	-	396	-	396
Non-controlling interests	3,463	-	-	3,463	(63)	3,400
Total equity	15,734	(58)	2,870	18,546	324	18,870
Net asset value per share (\$)				<u>2.823</u>		<u>2.897</u>

* Less than \$1 million

Unaudited Pro Forma Income Statement for the period ended 31 March 2021

The following adjustments have been made in arriving at the Unaudited Pro Forma Income Statement for the period ended 31 March 2021:

	Unaudited condensed interim combined income statement	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma income statement
	\$'M	\$'M	\$'M	\$'M	\$'M
Revenue	516	-	-	(27)	489
Cost of sales	(243)	-	-	5	(238)
Gross profit	273	-	-	(22)	251
Other operating income	60	-	(3)	-	57
Administrative expenses	(123)	-	-	(1)	(124)
Other operating expenses	(3)	-	-	-	(3)
Profit/(loss) from operations	207	-	(3)	(23)	181
Finance costs	(92)	-	7	(4)	(89)
Share of results (net of tax) of:					
- associates	113	-	-	(3)	110
- joint ventures	18	-	-	(2)	16
	131	-	-	(5)	126
Profit/(loss) before tax	246	-	4	(32)	218
Tax expense	(30)	-	-	2	(28)
Profit for the period	216	-	4	(30)	190
Attributable to:					
Owners of the Company	190	-	4	(26)	168
Non-controlling interests	26	-	-	(4)	22
Profit for the period	216	-	4	(30)	190
Basic and diluted earnings per share (cents)					<u><u>3.23</u></u>

Unaudited Pro Forma Income Statement for the year ended 31 December 2020

The following adjustments have been made in arriving at the Unaudited Pro Forma Income Statement for the year ended 31 December 2020:

	Audited combined income statement	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma income statement
	\$'M	\$'M	\$'M	\$'M	\$'M
Revenue	1,983	-	-	(88)	1,895
Cost of sales	(1,111)	-	-	31	(1,080)
Gross profit	872	-	-	(57)	815
Other operating income	364	-	(18)	190	536
Administrative expenses	(475)	(215)	-	(25)	(715)
Other operating expenses	(918)	-	-	(19)	(937)
Loss from operations	(157)	(215)	(18)	89	(301)
Finance costs	(377)	-	26	(21)	(372)
Share of results (net of tax) of:					
- associates	81	125	-	170	376
- joint ventures	(106)	39	-	(2)	(69)
	(25)	164	-	168	307
Loss before tax	(559)	(51)	8	236	(366)
Tax expense	(114)	35	-	(2)	(81)
Loss for the year	(673)	(16)	8	234	(447)
Attributable to:					
Owners of the Company	(559)	(16)	8	250	(317)
Non-controlling interests	(114)	-	-	(16)	(130)
Loss for the year	(673)	(16)	8	234	(447)
Basic and diluted earnings per share (cents)					<u><u>(6.10)</u></u>

Unaudited Pro Forma Statement of Comprehensive Income for the period ended 31 March 2021

The following adjustments have been made in arriving at the Unaudited Pro Forma Statement of Comprehensive Income for the period ended 31 March 2021:

	Unaudited condensed interim combined statement of comprehensive income	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma statement of comprehensive income
	\$'M	\$'M	\$'M	\$'M	\$'M
Profit for the period	216	-	4	(30)	190
Other comprehensive income:					
<i>Items that may be reclassified subsequently to profit or loss</i>					
Exchange differences arising from translation of foreign operations and foreign currency loans, forming part of net investment in foreign operations	(21)	-	-	(1)	(22)
Effective portion of change in fair value of cash flow hedges	*	-	-	-	*
Recognition of hedging reserve in profit or loss	2	-	-	-	2
Share of other comprehensive income of associates and joint ventures	127	-	-	(18)	109
	108	-	-	(19)	89
<i>Items that will not be reclassified subsequently to profit or loss</i>					
Change in fair value of equity investments at fair value through other comprehensive income	20	-	-	-	20
Total other comprehensive income for the period, net of tax	128	-	-	(19)	109
Total comprehensive income for the period	344	-	4	(49)	299
Attributable to:					
Owners of the Company	281	-	4	(44)	241
Non-controlling interests	63	-	-	(5)	58
Total comprehensive income for the period	344	-	4	(48)	299

Unaudited Pro Forma Statement of Comprehensive Income for the year ended 31 December 2020

The following adjustments have been made in arriving at the Unaudited Pro Forma Statement of Comprehensive Income for the year ended 31 December 2020:

	Audited combined statement of comprehensive income	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma statement of comprehensive income
	\$'M	\$'M	\$'M	\$'M	\$'M
Loss for the year	(673)	(16)	8	234	(447)
Other comprehensive income:					
Items that may be reclassified subsequently to profit or loss					
Exchange differences arising from translation of foreign operations and foreign currency loans, forming part of net investment in foreign operations	188	-	-	(8)	180
Effective portion of change in fair value of cash flow hedges	(22)	-	-	-	(22)
Share of other comprehensive income of associates and joint ventures	330	-	-	(56)	274
	496	-	-	(64)	432
Items that will not be reclassified subsequently to profit or loss					
Change in fair value of equity investments at fair value through other comprehensive income	(30)	-	-	-	(30)
Total other comprehensive income for the year, net of tax	466	-	-	(64)	402
Total comprehensive income for the year	(207)	(16)	8	170	(45)
Attributable to:					
Owners of the Company	(146)	(16)	8	187	33
Non-controlling interests	(61)	-	-	(17)	(78)
Total comprehensive income for the year	(207)	(16)	8	170	(45)

Unaudited Pro Forma Statement of Cash Flows for the period ended 31 March 2021

The following adjustments have been made in arriving at the Unaudited Pro Forma Statement of Cash Flows for the period ended 31 March 2021:

	Unaudited condensed interim combined statement of cash flows	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma statement of cash flows
	\$'M	\$'M	\$'M	\$'M	\$'M
Cash flows from operating activities					
Profit for the period	216	-	4	(30)	190
Adjustments for:					
Allowance for:					
- impairment loss on receivables	4	-	-	-	4
Amortisation of intangible assets	7	-	-	-	7
Depreciation of property, plant and equipment and right-of-use assets	33	-	-	-	33
Dividend income	(3)	-	-	-	(3)
Finance costs	92	-	(6)	3	89
Interest income	(8)	-	3	-	(5)
Share of results of associates and joint ventures	(131)	-	-	5	(126)
Share-based expenses	2	-	-	-	2
Tax expense	30	-	-	(2)	28
	<u>26</u>	<u>-</u>	<u>(3)</u>	<u>6</u>	<u>29</u>
Operating profit before working capital changes	242	-	1	(24)	219
Changes in working capital:					
Trade and other receivables	(72)	-	-	26	(46)
Development properties for sale	(1)	-	-	-	(1)
Trade and other payables	125	-	-	(3)	122
	<u>52</u>	<u>-</u>	<u>-</u>	<u>23</u>	<u>75</u>
Cash generated from operations	294	-	1	(1)	294
Taxation paid	(89)	-	-	-	(89)
Net cash generated from operating activities	<u>205</u>	<u>-</u>	<u>1</u>	<u>(1)</u>	<u>205</u>

	Unaudited condensed interim combined statement of cash flows	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma statement of cash flows
Cash flows from investing activities					
Acquisition/Development expenditure of investment properties	(142)	-	-	-	(142)
Dividends received from associates and joint ventures	66	-	-	-	66
Interest income received	14	-	(4)	-	10
Investments in associates, joint ventures and other investments	(299)	-	-	-	(299)
Proceeds from disposal of other financial assets	255	-	-	-	255
Purchase of intangible assets and property, plant and equipment	(7)	-	-	-	(7)
Settlement of hedging instruments	(1)	-	-	-	(1)
Net cash generated used in investing activities	(114)	-	(4)	-	(118)
Cash flows from financing activities					
Contributions from non-controlling interests	3	-	-	-	3
Dividends paid to non-controlling interests	(45)	-	-	-	(45)
Distributions to perpetual securities holders	(3)	-	-	-	(3)
Dividends paid to shareholders	(4)	-	-	-	(4)
Interest expense paid	(68)	-	7	(5)	(66)
Repayment of loans from related companies	(52)	-	-	-	(52)
Repayment to associates and joint ventures	(5)	-	-	-	(5)
Proceeds from bank borrowings	174	-	4,863	-	5,037
Repayments of lease liabilities	(23)	-	-	-	(23)
Repayments of bank borrowings	(285)	-	-	-	(285)
Proceeds from issuance of debt securities and convertible bonds	145	-	-	-	145
Repayments of debt securities and convertible bonds	(21)	-	-	-	(21)
Repayment of loans extended by CapitalLand Group	-	-	(4,863)	-	(4,863)
Decrease in bank deposits pledged for bank facilities	11	-	-	-	11
Net cash generated used in financing activities	(173)	-	7	(5)	(171)
Net decrease in cash and cash equivalents	(82)	-	4	(6)	(84)
Cash and cash equivalents at beginning of the period	1,678				3,305
Effect of exchange rate changes on cash balances held in foreign currencies	(6)				(6)
Cash and cash equivalents at end of the period	1,590				3,215

Unaudited Pro Forma Statement of Cash Flows for the year ended 31 December 2020

The following adjustments have been made in arriving at the Unaudited Pro Forma Statement of Cash Flows for the year ended 31 December 2020:

	Audited combined statement of cash flows	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma statement of cash flows
	\$'M	\$'M	\$'M	\$'M	\$'M
Cash flows from operating activities					
Loss for the year	(673)	(16)	8	234	(447)
Adjustments for:					
Allowance for:					
- impairment loss on receivables	27	-	-	-	27
- foreseeable losses on development properties for sale	17	-	-	-	17
- impairment on intangible assets	153	-	-	-	153
- impairment on property, plant and equipment	27	-	-	-	27
Amortisation of intangible assets	23	-	-	-	23
Depreciation of property, plant and equipment and right-of-use assets	126	-	-	11	137
Dividend income	(10)	-	-	-	(10)
Finance costs	377	-	(26)	20	371
Gain on disposal of investment properties	(41)	-	-	(86)	(127)
Interest income	(40)	-	18	1	(21)
Loss on disposal and write-off of property, plant and equipment	*	-	-	-	*
Net change in fair value of investment properties	698	-	-	21	719
Mark-to-market loss on financial assets designated as fair value through profit or loss	13	-	-	-	13
Net gain from change of ownership interests in subsidiaries, associates and joint ventures	(99)	-	-	(111)	(210)
Share of results of associates and joint ventures	25	(164)	-	(168)	(307)
Share-based expenses	18	-	-	-	18
Tax expense	114	(35)	-	2	81
	1,428	(199)	(8)	(310)	911
Operating profit before working capital changes	755	(215)	-	(76)	464
Changes in working capital:					
Trade and other receivables	(208)	-	-	84	(124)
Development properties for sale	(9)	-	-	-	(9)
Trade and other payables	(212)	215	-	(16)	(13)
	(429)	215	-	68	(146)
Cash generated from operations	326	-	-	(8)	318
Taxation paid	(143)	-	-	(16)	(159)
Net cash generated from operating activities	183	-	-	(24)	159

* Less than \$1 million

	Audited combined statement of cash flows	Transaction costs Pro Forma Adjustment (a)	Loan capitalisation Pro Forma Adjustment (b)	Significant acquisitions and disposals Pro Forma Adjustment (c)	Unaudited pro forma statement of cash flows
Cash flows from investing activities					
Acquisition/Development expenditure of investment properties	(236)	-	-	(59)	(295)
Acquisition of subsidiaries, net of cash acquired	(213)	-	-	(1,412) ¹	(1,625)
Deposits received for disposal of investment property/subsidiaries	21	-	-	-	21
Disposal of subsidiaries, net of cash disposed of	192	-	-	348 ¹	540
Dividends received from associates and joint ventures	502	-	-	1,597	2,099
Interest income received	39	-	(18)	(1)	20
Return of investments from associates, joint ventures and other investments	301	-	-	-	301
Proceeds from disposal of investment properties	364	-	-	534	898
Proceeds from disposal of assets held for sale	155	-	-	-	155
Purchase of intangible assets and property, plant and equipment	(44)	-	-	-	(44)
Settlement of hedging instruments	(13)	-	-	-	(13)
Net cash generated from investing activities	1,068	-	(18)	1,007	2,057
Cash flows from financing activities					
Contributions from non-controlling interests	73	-	-	1	74
Dividends paid to non-controlling interests	(113)	-	-	-	(113)
Distributions to perpetual securities holders	(16)	-	-	-	(16)
Dividends paid to shareholders	(720)	-	-	-	(720)
Interest expense paid	(365)	-	26	(21)	(360)
Proceeds from loans from related companies	194	-	-	-	194
Repayment to associates and joint ventures	(5)	-	-	-	(5)
Payment for acquisition of ownership interests in subsidiaries with no change in control	(3)	-	-	(59)	(62)
Proceeds from bank borrowings	989	-	4,849	715	6,553
Repayments of lease liabilities	(56)	-	-	-	(56)
Repayments of bank borrowings	(792)	-	-	-	(792)
Repayments of debt securities and convertible bonds	(166)	-	-	-	(166)
Repayment of loans extended by CapitalLand Group	-	-	(4,849)	-	(4,849)
Decrease in bank deposits pledged for bank facilities	8	-	-	-	8
Net cash generated/(used in) financing activities	(972)	-	26	636	(310)
Net increase in cash and cash equivalents	279	-	8	1,619	1,906
Cash and cash equivalents at beginning of the year	1,354				1,354
Effect of exchange rate changes on cash balances held in foreign currencies	45				45
Cash and cash equivalents at end of the year	1,678				3,305

Notes:

¹ See note 17

5 Investment Properties

	31 March 2021 \$'M	31 December 2020 \$'M
Investment properties at fair value	16,044	15,649

- (a) The Pro Forma Group's investment properties which are classified under Level 3 of fair value hierarchy are analysed as below:

The Group	Shopping mall \$'M	Office \$'M	Integrated development \$'M	Lodging \$'M	Business park, industrial and logistics \$'M	Total \$'M
31 March 2021						
Singapore	-	1,059	-	1,074	190	2,323
China (includes Hong Kong)	484	867	597	447	1,374	3,769
Others*	1,430	1,114	163	6,597	648	9,952
	<u>1,914</u>	<u>3,040</u>	<u>760</u>	<u>8,118</u>	<u>2,212</u>	<u>16,044</u>
31 December 2020						
Singapore	-	1,050	-	1,071	189	2,310
China (includes Hong Kong)	482	860	595	445	1,368	3,750
Others*	1,424	876	162	6,491	636	9,589
	<u>1,906</u>	<u>2,786</u>	<u>757</u>	<u>8,007</u>	<u>2,193</u>	<u>15,649</u>

* Others include countries in Asia (excluding Singapore, China and Hong Kong), Europe, United States of America and Australia.

- (b) As at 31 March 2021, investment properties valued at \$624 million (31 December 2020: \$663 million) were under development.
- (c) As at 31 March 2021, certain investment properties with carrying value of approximately \$9,241 million (31 December 2020: \$9,883 million) were mortgaged to banks to secure credit facilities.
- (d) The right-of-use assets relating to the land and buildings that are classified within investment properties have a carrying amount of \$350 million (31 December 2020: \$355 million) as at 31 March 2021.

6 Associates

	Note	31 March 2021 \$'M	31 December 2020 \$'M
(a) Investment in associates		10,396	10,272
Less:			
Allowance for impairment		*	*
		<u>10,396</u>	<u>10,272</u>
Add:			
Amounts due from associates, at amortised cost:			
Loan accounts- interest free, unsecured		2	2
		<u>10,398</u>	<u>10,274</u>
		<i>* Less than \$1 million</i>	
(b) Amounts due from associates:			
Current accounts (unsecured)			
- interest free (trade)		116	138
- interest free (non-trade)		73	56
		<u>189</u>	<u>194</u>
Less:			
Allowance for impairment loss on receivables		*	*
Presented in trade and other receivables	8	<u>189</u>	<u>194</u>
Non-current loans (unsecured)			
- interest bearing		2	2
		<u>2</u>	<u>2</u>
Presented in other non-current assets	7	<u>2</u>	<u>2</u>
		<i>* Less than \$1 million</i>	
(c) Amounts due to associates:			
Current accounts (mainly non-trade and unsecured)			
- interest free		94	18
- interest bearing		5	5
		<u>99</u>	<u>23</u>
Presented in trade and other payables	10	<u>99</u>	<u>23</u>

(d) The following are the material associates of the Pro Forma Group:

Name of Entity	Nature of relationship with the Pro Forma Group	Principal place of business	Effective interest	
			31 March 2021 %	31 December 2020 %
CapitaLand Integrated Commercial Trust (CICT) ^{1,3}	Singapore-based REIT which invests in shopping malls and commercial properties in Singapore	Singapore	22.9	22.9
Ascendas Real Estate Investment Trust (A-REIT) ²	Singapore-based REIT which invests in industrial properties and business park in Singapore, Australia, United States of America and United Kingdom	Singapore	18.0	18.0

¹ Audited by KPMG LLP Singapore.

² Audited by Ernst & Young LLP Singapore.

³ On 21 October 2020, the combination of CapitaLand Mall Trust ("CMT") and CapitaLand Commercial Trust ("CCT") to be effected by way of a trust scheme of arrangement with CMT acquiring all units of CCT for total consideration of \$6,311 million, comprising \$1,000 million in cash and 2,780.5 million new CMT units issued at a price of \$1.91 per CMT unit was completed.

The following summarises the financial information of the Pro Forma Group's material associates as at 31 December 2020, based on their respective consolidated financial statements prepared in accordance with SFRS(I), modified for fair value adjustments on acquisition and differences in the Pro Forma Group's accounting policies. The table also includes summarised aggregate financial information for the Pro Forma Group's interest in other individually immaterial associates, based on the amounts reported in the Pro Forma Group's combined financial statements.

Financial information of the Pro Forma Group's material associates as at 31 March 2021 is not presented separately, as CICT and A-REIT, both Singapore-based REITs listed on SGX-ST, did not publish their financial results for the three-month period ended 31 March 2021.

	CICT \$'M	A-REIT ¹ \$'M	Other individually immaterial associates \$'M	Total \$'M
31 December 2020				
Revenue [^]	1,210	1,081		
(Loss)/Profit after tax	(90)	483		
Other comprehensive income	(28)	41		
Total comprehensive income	(118)	524		
Attributable to:				
- Non-controlling interests	-	-		
- Associate's shareholders	(118)	524		
Group's share of:				
- (Loss)/ Profit	(22)	93	305	376
- Other comprehensive income	(7)	8	213	214
- Total comprehensive income	(29)	101	518	590
[^] Includes:				
- Rental and related income from investment properties	1,210	1,081		
Current assets	273	331		
Non-current assets	22,144	15,310		
Current liabilities	(1,334)	(854)		
Non-current liabilities	(8,015)	(5,094)		
Net assets	13,068	9,693		
Attributable to:				
- NCI	13,038	298		
- Associate's shareholders	30	9,395		
Carrying amount of interest in associate at end of the year	2,984	2,211	5,077	10,272
Fair value of effective ownership interest (if listed)	3,229 ²	2,239 ³		

Notes:

- 1 Adjusted A-REIT's audited numbers to include the acquisition of 75% of issued share capital of Ascendas Fusion 5 Pte. Ltd. as of 31 December 2020 for unaudited pro forma balance sheet and as of 1 January 2020 for unaudited pro forma income statement, statement of comprehensive income and statement of cash flows. For avoidance of doubt, no pro forma adjustments are made on other acquisitions and divestments undertaken by A-REIT.
- 2 Based on the number of units the Pro Forma Group has in CICT as at 31 December 2020
- 3 Based on the number of units the Pro Forma Group has in A-REIT (including an additional 27,574,751 units received from the divestment of 75% of issued share capital of Ascendas Fusion 5 Pte. Ltd., assumed to be issued at the quoted market price of A-REIT as at 31 December 2020) as at 31 December 2020

- (e) As at 31 March 2021 and 31 December 2020, the Pro Forma Group's share of the contingent liabilities of the associates is approximately \$3 million.

7 Other Non-current Assets

		31 March 2021 \$'M	31 December 2020 \$'M
	Note		
Equity investments at FVTPL		77	332
Equity investments at FVOCI		64	64
Derivative financial instruments		14	5
Amounts due from associates	6(b)	2	2
Other receivables		19	16
Deposits		1	3
Prepayments		-	2
		<u>177</u>	<u>424</u>

8 Trade and Other Receivables

		31 March 2021 \$'M	31 December 2020 \$'M
	Note		
Trade receivables		246	225
Less:			
Allowance for impairment loss on receivables		(31)	(29)
		215	196
Deposits		16	17
Other receivables		130	126
Less:			
Allowance for impairment loss on receivables		(19)	(18)
		111	108
Tax recoverable		50	50
Amounts due from:			
- associates	6(b)	189	194
- joint ventures		180	176
- non-controlling interest		9	8
- related parties			
Current accounts (unsecured)			
- interest free (trade)		66	64
- interest free (non-trade)		459	462
Less:			
Allowance for impairment loss on receivables		(83)	(84)
		442	442
		1,212	1,191
Prepayments		56	50
		<u>1,268</u>	<u>1,241</u>

9 Cash and Cash Equivalents

	31 March 2021 \$'M	31 December 2020 \$'M
Fixed deposits	259	400
Cash at banks and in hand	2,942	2,873
Cash and cash equivalents in the balance sheets	3,201	3,273
Restricted bank deposits	(48)	(58)
Cash and cash equivalents after restricted bank deposits	<u>3,153</u>	<u>3,215</u>

10 Trade and Other Payables

	Note	31 March 2021 \$'M	31 December 2020 \$'M
Trade payables		117	132
Accruals:			
- accrued operating expenses		247	267
- accrued interest payable		117	96
- accrued transaction costs		257	257
- others		103	119
Accrued development expenditure		82	87
Other payables	(a)	438	370
Rental and other deposits		133	125
Derivative financial instruments		5	6
Liability for employee benefits		38	38
Amounts due to:			
- associates (non-trade)	6(c)	99	23
- joint ventures (non-trade)		1	1
- non-controlling interests (unsecured):			
- interest free		1	1
- interest bearing		1	1
- related parties:			
Current accounts (unsecured)			
- interest free (trade)		103	87
- interest free (non-trade)		74	60
		<u>1,816</u>	<u>1,670</u>

(a) Other payables included retention sums, amounts payable in connection with capital expenditure incurred and provision for rental and income support.

11 Borrowings

	Note	31 March 2021 \$'M	31 December 2020 \$'M
Bank borrowings			
- secured		5,508	5,690
- unsecured	(a)	6,137	6,073
		<u>11,645</u>	<u>11,763</u>
Lease liabilities		741	748
		<u>12,386</u>	<u>12,511</u>
Repayable:			
Not later than 1 year		743	965
After 1 year		11,643	11,546
		<u>12,386</u>	<u>12,511</u>

(a) As at 31 March 2021, bank borrowings included (i) \$4,863 million (31 December 2020: \$4,849 million) of unsecured external borrowings assumed to be procured to partially settle the loans granted by CapitaLand Group and to be novated to the Pro Forma Group; and (ii) \$718 million (31 December 2020: \$716 million) of secured external debts assumed to be procured to fund the acquisition of hyperscale data centre campus in Shanghai, China and land site for development of logistics asset in Osaka, Japan. These borrowings and associated terms and conditions have not been secured as at 31 December 2020 or 31 March 2021.

Liquidity risk

Liquidity risk is the risk that the Pro Forma Group will not be able to meet its financial obligations as they fall due. The Pro Forma Group actively manages its debt maturity profile, operating cash flows and the availability of funding so as to ensure that all refinancing, repayment and funding needs are met. As part of its overall prudent liquidity management, the Pro Forma Group maintains sufficient level of cash or cash convertible investments to meet its working capital requirement. In addition, the Pro Forma Group strives to maintain sufficient available banking facilities to meet working capital and funding needs.

Uncertainty about the effects of COVID-19 has resulted in significant disruption to capital and securities markets, which, if it continues, may affect the Pro Forma Group's ability to raise new capital and refinance its existing debt. While the Pro Forma Group has unutilised facilities and funds available for use, there can be no assurance that the Pro Forma Group will be able to refinance its indebtedness, as and when such indebtedness becomes due, on commercially reasonable terms or at all. The significant economic disruption as a result of the COVID-19 pandemic may also affect the Pro Forma Group's ability to refinance its existing debt. The Pro Forma Group's level of indebtedness means that a material portion of the Pro Forma Group's expected cash flow may be required to be dedicated to the payment of interest on the Pro Forma Group's indebtedness, thereby reducing the funds available to the Pro Forma Group for use in the general business operations.

As part of the Pro Forma Group's borrowing activities, the Pro Forma Group is exposed to the risk of potential and actual breaches of financial covenants in the Pro Forma Group's indebtedness which may also result in accelerated demands of payment or calls for events of default by lenders. This may restrict the Pro Forma Group's ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause the Pro Forma Group to be particularly vulnerable in any general economic downturn or instability in the global financial capital markets.

The Pro Forma Group has been actively managing its liquidity position amid the COVID-19 pandemic. As at 31 March 2021 and 31 December 2020, the Pro Forma Group has approximately \$4 billion of total cash and available undrawn facilities held under the Pro Forma Group.

12 Other Non-Current Liabilities

	31 March 2021 \$'M	31 December 2020 \$'M
Amounts due to non-controlling interests (unsecured and interest free)	22	23
Liability for employee benefits	10	10
Derivative financial instruments	108	130
Security deposits and other non-current payables	139	142
Deferred income	13	14
	<u>292</u>	<u>319</u>

13 Share Capital

	Number of ordinary shares as at 31 March 2021 ('000)	Number of ordinary shares as at 31 December 2020 ('000)
As reported in the audited combined balance sheet	2,807,623	2,807,623
Capitalisation of loans (a)	934,371	956,550
Bonus issue of shares (b)	1,461,202	1,439,023
	<u>5,203,196</u>	<u>5,203,196</u>

- (a) This arose from the issuance of shares in the Company, amounting to \$2,803 million (31 December 2020: \$2,870 million), assumed at \$3 per share, as partial capitalisation of loans granted by CapitaLand Group (see Note 4(b)).

- (b) For the purposes of preparing the unaudited pro forma financial information, the number of shares issued by the Company as at 31 March 2021 and 31 December 2020 is assumed to be 5,203,195,792, being CL's actual number of issued shares (excluding treasury shares) as at the date of this report.

Accordingly, it is assumed that the Company undertakes a reorganisation of its share capital structure by way of a bonus issue of approximately 1,461,202,000 (31 December 2020: 1,439,023,000) shares, after the Internal Restructuring is completed.

- (c) The Company proposes to, on or after the date of Listing, grant share awards pursuant to the share plans of the Company ("CLI Performance Share Plan 2021") to certain employees of the Pro Forma Group and certain designated CapitaLand Group employees (collectively, "Existing CapitaLand PSP Award Holders") in replacement of awards previously granted to them pursuant to the CapitaLand Performance Share Plan 2010 and the CapitaLand Performance Share Plan 2020 ("PSP Share Awards", and the proposal, the "Replacement Awards Proposal").

The Existing CapitaLand PSP Award Holders hold 9,324,048 PSP Share Awards. Based on the maximum multipliers of 2.0x, these PSP Share Awards would have vested into approximately 18,648,096 CL shares. Pursuant to the Replacement Awards Proposal, the PSP Share Awards will not vest into CL Shares. Instead, these PSP Share Awards will be converted into share awards of the Company comprising 27,096,878 shares of the Company (representing approximately 0.52% of the assumed total number of shares issued by the Company as at 31 March 2021 and 31 December 2020, upon the completion of the Scheme). The above has not been included in these pro forma financial information of the Pro Forma Group, as they are not a part of Pro Forma Events.

14 Net Asset Value Per Share

Net asset per share is based on:

	Note	31 March 2021	31 December 2020
Equity attributable to owners of the Company (\$'million)		15,265	15,074
Number of ordinary shares ('000)	(a)	5,203,196	5,203,196
Net asset per share (\$)		<u>2.934</u>	<u>2.897</u>

- (a) For the purposes of preparing the unaudited pro forma financial information, the number of shares issued by the Company as at 31 March 2021 and 31 December 2020 is assumed to be 5,203,195,792, being CL's actual number of issued shares (excluding treasury shares) as at the date of this report.

15 Profit/(Loss) Before Tax

Profit/(Loss) before tax includes the following:

	Three-month period ended 31 March 2021 \$'M	Year ended 31 December 2020 \$'M
(a) Other operating income		
Interest income from:		
- deposits	2	10
- associates and joint ventures	2	8
- investee companies and others	1	3
	5	21
Dividend income	3	10
Foreign exchange gain	18	32
Gain from change of ownership interests in subsidiaries, associates and joint ventures	-	220
Gain on disposal of investment properties	-	127
Income from pre-termination of contracts	4	13
Forfeiture of security deposits	10	8
Government grants	12	64
Others	5	41
	<u>57</u>	<u>536</u>
(b)(i) Cost of sales include:		
Foreseeable losses on development properties for sale	-	17
Operating expenses of investment properties that generated rental income	114	448
Lease expenses (short-term lease)	30	153
Lease expenses (variable lease payments not included in the measurement of lease liabilities)	*	1
Staff costs	113	492
	<u>113</u>	<u>492</u>

* Less than \$1 million

(b)(ii) Administrative expenses include:	Note	Three-month	Year ended
		period ended 31 March 2021	31 December 2020
Allowance for impairment loss on trade receivables		2	19
Amortisation of intangible assets		7	23
Auditors' remuneration:			
- auditors of the Company		1	2
- other auditors		1	5
Non-audit fees:			
- auditors of the Company		-	*
- other auditors		-	1
Depreciation of property, plant and equipment		18	78
Depreciation expenses of right-of-use assets		15	59
Staff costs		24	110
(c) Other operating expenses include:			
Allowance for impairment loss on non-trade receivables		2	9
Loss from change of ownership interests in subsidiaries, associates and joint ventures		-	10
Impairment on property, plant and equipment		-	27
Loss on disposal and write-off of property, plant and equipment		-	*
Impairment and write-off of intangible assets		-	153
Mark-to-market loss on financial assets designated as fair value through profit or loss		*	13
Net fair value loss from investment properties	(i)	-	719
Grant expenses		-	3

* Less than \$1 million

- (i) The COVID-19 pandemic dampened the economic and operating environment in many countries, and negatively impacted the Pro Forma Group's investment portfolio's performance, particularly the Pro Forma Group's malls, office and lodging properties. As such, the appraised value of the Pro Forma Group's investment properties registered a decline of \$719 million for the year ended 31 December 2020. The Pro Forma Group has not recognised any fair value changes on investment properties for the three-month period ended 31 March 2021.

(d) Finance costs	Three-month period ended	
	31 March 2021	Year ended 31 December 2020
	\$'M	\$'M
Interest costs paid and payable:		
- on bank loans and overdrafts	67	284
- on debt securities	10	33
- to non-controlling interests	*	*
Lease liabilities	7	30
Others	6	30
Total borrowing costs	90	377
Less:		
Borrowing costs capitalised in investment properties	(1)	(5)
	<u>89</u>	<u>372</u>

* Less than \$1 million

16 Earnings Per Share

Basic and diluted earnings per share are based on:

	Note	31 March 2021	31 December 2020
Net profit/(loss) attributable to owners of the Company (\$'million)		168	(317)
Weighted average number of shares ('000)	(a)	5,203,196	5,203,196
Basic and diluted earnings per share (cents)	(b)	<u>3.23</u>	<u>(6.10)</u>

(a) For the purposes of deriving the basic and diluted earnings per shares, the weighted average number of shares for the three-month period ended 31 March 2021 and for the year ended 31 December 2020 is assumed to be 5,203,195,792, being CL's actual number of issued shares (excluding treasury shares) as at the date of this report.

(b) There were no potential dilutive ordinary shares in existence for the year ended 31 December 2020 and for the three-month period ended 31 March 2021.

17 Acquisition/Disposal of Subsidiaries, Net of cash Acquired/Disposed of

For the purposes of preparing the pro forma statements of cash flows, the following entities being part of Acquisitions and Disposals were reflected as acquired or disposed on 1 January 2020. For avoidance of doubt, entities being part of Acquisitions and Disposals that did not require any pro forma adjustments and were already reflected in the audited combined financial statements and/or the condensed interim combined financial statements of the Pro Forma Group were not included below.

(a) Acquisition of subsidiaries

Subsidiaries deemed acquired on 1 January 2020 in connection with the Acquisitions and Disposals are as follows:

Name of subsidiary	Effective interest acquired
Shanghai Yiding Electronic Technology Co., Ltd.	80%
Shanghai Minyun Technology Co., Ltd.	80%
DLSP-Ascendas Co., Ltd.	50%
Raffles City China Income Ventures Limited	45%
Senning Property Ltd.	55%

Effects of acquisitions

The cash flows and net assets of subsidiaries acquired are provided below:

	31 December 2020 \$'M
Investment properties	1,051
Associates	1,696
Trade and other receivables	96
Cash and cash equivalents	116
Trade and other payables	(475)
Borrowings	(98)
Other non-current liabilities	(68)
Non-controlling interests	(67)
	<u>2,251</u>
Amounts previously accounted for as associates and joint ventures, remeasured at fair value	(723)
Total purchase consideration	<u>1,528</u>
Cash of subsidiaries acquired	(116)
Cash outflow on acquisition of subsidiaries	<u>1,412</u>

(b) Disposal of subsidiaries

Subsidiaries deemed disposed on 1 January 2020 in connection with the Acquisitions and Disposals are as follows:

Name of subsidiary	Effective interest disposed
Ascendas Hangzhou Science & Technology Co., Ltd.	80%
Ascendas Hangzhou Data Processing Co., Ltd.	80%
Ascendas Fusion 5 Pte. Ltd.	75%

Effects of disposals

The cash flows and net assets of subsidiaries disposed are provided below:

	31 December 2020 \$'M
Investment properties	897
Non-current assets	1
Trade and other receivables	2
Cash and cash equivalents	68
Trade and other payables	(26)
Other current liabilities	(4)
Borrowings	(351)
Other non-current liabilities	(57)
Non-controlling interests	(125)
Net assets disposed	<u>405</u>
Gain on disposal of subsidiaries	<u>94</u>
Sale consideration	499
Non-cash consideration	(83)
Cash of subsidiaries disposed	<u>(68)</u>
Cash inflow on disposal of subsidiaries	<u>348</u>

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Registered Office of the Issuer

168 Robinson Road
#30-01 Capital Tower
Singapore 068912

Registered Office of the Guarantor

168 Robinson Road
#30-01 Capital Tower
Singapore 068912

AUDITORS OF THE ISSUER AND THE GUARANTOR**KPMG LLP**

16 Raffles Quay
#22-00 Hong Leong Building
Singapore 048581

Trustee

**The Bank of New York Mellon,
London Branch**
One Canada Square
London E14 5AL
United Kingdom

**Issuing and Paying Agent
in respect of Notes other than
CMU Notes and CDP Notes**

**The Bank of New York Mellon,
London Branch**
One Canada Square
London E14 5AL
United Kingdom

**Registrar and Transfer Agent
in respect of Notes other than
CMU Notes and CDP Notes**

**The Bank of New York Mellon
SA/NV, Dublin Branch**
Riverside II, Sir John
Rogerson's Quay
Grand Canal Dock
Dublin 2, Ireland

**CDP Issuing and Paying Agent,
Registrar and Transfer Agent
in respect of CDP Notes**

The Bank of New York Mellon, Singapore Branch
One Temasek Avenue
#02-01 Millenia Tower
Singapore 039192

**CMU Lodging and Paying Agent,
Registrar and Transfer Agent
in respect of CMU Notes**

The Bank of New York Mellon, Hong Kong Branch
Level 26, Three Pacific Place
1 Queen's Road East
Hong Kong

ARRANGERS

DBS Bank Ltd.
Level 42,
Marina Bay Financial Centre
Tower 3
12 Marina Boulevard
Singapore 018982

**The Hongkong and Shanghai
Banking Corporation Limited,
Singapore Branch**
10 Marina Boulevard
#45-01 Marina Bay Financial Centre
Tower 2
Singapore 018983

**Morgan Stanley Asia
(Singapore) Pte.**
23 Church Street
#15-01
Singapore 049481

Oversea-Chinese Banking Corporation Limited
63 Chulia Street
#03-05 OCBC Centre East
Singapore 049514

United Overseas Bank Limited
80 Raffles Place
#03-01 UOB Plaza 1
Singapore 048624

DEALERS

DBS Bank Ltd.
Level 42,
Marina Bay Financial Centre
Tower 3
12 Marina Boulevard
Singapore 018982

**The Hongkong and Shanghai
Banking Corporation Limited,
Singapore Branch**
10 Marina Boulevard
#45-01 Marina Bay Financial Centre
Tower 2
Singapore 018983

**Morgan Stanley Asia
(Singapore) Pte.**
23 Church Street
#15-01
Singapore 049481

Oversea-Chinese Banking Corporation Limited
63 Chulia Street
#03-05 OCBC Centre East
Singapore 049514

United Overseas Bank Limited
80 Raffles Place
#03-01 UOB Plaza 1
Singapore 048624

LEGAL ADVISERS**Legal Advisers to the Issuer
and the Guarantor in respect
of Singapore law**

Allen & Gledhill LLP
One Marina Boulevard
#28-00
Singapore 018989

**Legal Advisers to the Arrangers
in respect of English law**

Linklaters Singapore Pte. Ltd.
One George Street
#17-01
Singapore 049145

**To the Trustee in respect
of English law**

Linklaters
11th Floor, Alexandra House
Chater Road
Hong Kong